

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

DANA R. GOLDMAN and
MICHAEL A. GATES, her spouse,

CIVIL DIVISION

Plaintiffs,

CASE NO. 12-25503 CA 40

vs.

**POINCIANA ISLAND YACHT AND RACQUET
CLUB CONDOMINIUM ASSOCIATION, INC.,**

a Florida not for profit corporation,

GREGORY E. CAPRA, a/k/a GREG CAPRA,

SHEILA CAPLAN,

ROBERT S. CAPLAN,

NIKOLINA CAPRA,

a/k/a NIKOLINA DONTCHEVA,

YELENA FRIDMAN,

GASTON SIROIT,

MARIA DEL SOL,

EKATERINA KHROMINA,

a/k/a EKATERINA KHROMIN,

ERIK N. LUCA,

SONDRA FARBER,

and **ALVARO VILLA**

Defendants

FIFTH AMENDED COMPLAINT

NOW COME Plaintiffs Dana R. Goldman (“Mrs. Goldman”) and Michael A. Gates (“Mr. Gates”) her spouse, and sue the following Defendants through the filing of this Fifth Amended Complaint (“Complaint”): Poinciana Island Yacht and Racquet Club Condominium Association, Inc., (the “Association”), Gregory E. Capra, *A/K/A* Greg Capra (“Greg Capra” / “Mr. Capra”) individually; Sheila Caplan (“Sheila Caplan” / “Mrs. Caplan”) individually; Yelena Fridman (“Ms. Fridman”) individually; Gaston Siroit (“Mr. Siroit”) individually, Sondra Farber (“Ms. Farber”) individually, Erik N. Luca (“Luca”) individually (collectively the “Defendant Directors”); Nikolina Capra, *A/K/A*

Nikolina Dontcheva (“Niki Capra” / “Mrs. Capra”) individually; Robert S. Caplan (“Bob Caplan” / “Mr. Caplan”) individually; Maria Del Sol (“ Ms. Del Sol”) individually; Ekaterina Khromina, A/K/A Ekaterina Khromin (“Ms. Khromina”) individually; and Alvaro Villa (“Mr. Villa”), individually; and in support thereof allege the following:

JURISDICTIONAL ALLEGATIONS

1. This is an action for damages and/or equitable relief exceeding the sum of FIFTEEN THOUSAND and 00/100 DOLLARS (\$15,000.00) exclusive of interest, fees, and costs, and/or for equitable relief, as applicable, and is within the jurisdiction of this Court.

2. Plaintiff Goldman is a resident of Miami-Dade County, Florida, *sui juris*, and is at all material times the record owner of legal title of a condominium parcel described as Unit 308 Poinciana Island Drive #710 of the Association located in Sunny Isles Beach, Florida (“Unit 308”), and is a member of the Association.

3. Plaintiff Gates is a resident of Miami-Dade County, Florida, *sui juris*, is married to and has cohabited with Plaintiff Goldman since June 27, 2007 in Unit 308.

4. Defendant Association is a Florida, non-profit corporation operating a condominium commonly known as “Poinciana Island Yacht and Racquet Club” commonly referred to as “*Poinciana Island*” or “*Poinciana*”, located and operating within Miami-Dade County, Florida, and is subject to the jurisdiction of this Court.

5. Defendant Greg Capra is a resident of Miami-Dade County, Florida, resides in Unit 257 of Poinciana Island Drive #607 (“Unit 257”) of the Association, and is otherwise, *sui juris*. Capra has served as a director and purported officer of the Association since 2007.

6. The *Defendant Directors* (all of those referenced as being on the Association's board of directors at all material times below) are individuals, each a member of the Association's Board of Directors at all material times; and each a resident of Miami-Dade County, Florida. The applicable Directors and/or officers, their purported legal unit numbers and pertinent officer positions at all material times during the following annual Board terms as of the latest elections in or about 2014 through the present ("2014) Annual Term"); 2012 – 2013 ("2013 Annual Term"); 2011-2012 ("2012 Annual Term"); 2010-2011 ("2011 Annual Term"); 2009-2010 ("2010 Annual Term"); 2008-2009 ("2009 Annual Term"); and 2007-2008 ("2008 Annual Term") to the facts of this Complaint follow:

- | | | |
|--------------------|--|--|
| a. Greg Capra: | Unit 257/#607
"President"
"Treasurer"
"Director" | 2009-2015 Annual Terms
2008 Annual Term
2007 Annual Term |
| b. Sheila Caplan: | Unit 252/#520
"Vice President"
"Treasurer"
"Director" | 2011-2015 Annual Terms
2010 Annual Term and 2009 Annual Term, respectively at material times |
| c. Gaston Siroit: | Unit 439/#1510
"Treasurer"

"Director" | 2014 Annual Term, 2013 Annual Term, 2012 Annual Term, 2011 Annual Term, and 2007 Annual Term
2009 Annual Term |
| d. Yelena Fridman: | Unit 209/#109
"Secretary"
"Director" | 2013-2015 Annual Terms
2012 Annual Term, 2011 Annual Term |
| e. Erik N. Luca | Units 232/ #402, 236/#406
"Director" | 2012 Annual Term |

- f. Sondra L. Farber Unit 423/#1424
 “Director” 2012-2015 Annual Terms
 “Secretary” 2007 Annual Term

7. Defendant Mr. Villa is a resident of Miami-Dade County, Florida and is otherwise *sui juris*. Villa previously served as maintenance supervisor for the Association on or about 1991-1992. Mr. Villa subsequently obtained his Community Association Management (CAM) license and served as property manager for the Association at various intervals. During the time Plaintiffs have resided in Poinciana Island, Villa has continuously served as the property manager of the Association on or around March 1, 2011 to the present date.

8. Defendant Mrs. Capra, spouse of Greg Capra, unit owner of Unit 257 and member of the Association, has been appointed or designated by the Board to serve, at all material times hereto since approximately 2009, on certain committees of the Association, including, without limitation, the “Welcoming/Screening Committee”.

9. Defendant Bob Caplan, spouse of Defendant Director Sheila Caplan (collectively “the Caplans”), unit owner of Unit 252 and member of the Association, has been appointed or designated by the Board to serve, at all material times hereto, on certain committees of the Association, including, without limitation, the “Architectural Committee.”

10. Defendant Del Sol is a resident of Miami-Dade County, is *sui juris*, and was at all material times the Association’s “bookkeeper” who is an employee / agent of the Association and works at the instruction of the Association’s management, directly reporting to the Board of Directors, pertinent officers, and/or agents.

11. Defendant Ms. Khromina is a member and unit owner of the Association, resides in Miami-Dade County, Florida, and is otherwise *sui juris*.

12. Venue is proper in Miami-Dade County, Florida as the Association operates within said county and all individual Defendants reside in said county, and the subject matter of all disputes in this Complaint arises in said county.

13. All conditions-precedent to this suit have occurred, have been performed, and/or have been waived, unless specified otherwise herein.

INTRODUCTION

14. In or about early 2010 through late 2011, Plaintiff Mrs. Goldman (now a seated commissioner for the City of Sunny Isles Beach, Florida), began to make official records requests and inquiries pursuant to the Florida Condominium Act, involving the Association's financial practices and possible Board of Director acts of malfeasance and other breaches of said Act and the Association's "Governing Documents", consisting of its Declaration and By Laws.

15. Largely as a result of Plaintiff's various requests for information and attendant inquires, the Association, through the individual Defendants, as detailed in each Count herein, conducted an orchestrated and ongoing, malice-driven conspiracy to effectively deter Plaintiff's further inquiries, quell her efforts to obtain the truth about the aforesaid practices, and force Mrs. Goldman and her resident spouse Mr. Gates to leave Poinciana.

16. Defendant Association, through its directors, officers and/or agents, and all of them individually, devised an elaborate deceptive scheme against Mrs. Goldman, distinct and separate from any conduct directed against or harming the Association and the other unit owners, to violate her rights as a unit owner and to defame both her and Mr. Gates, all geared to make Plaintiffs' lives so miserable that they would eventually be silenced or compelled to leave Poinciana Island.

17. All of the individual Defendants (individually and collectively) have conspired since 2010 to the present to commit numerous acts against Plaintiffs which were done *recklessly, or in bad faith, and/or with malicious purpose*. To wit, Plaintiffs have:

- A) issued multiple retaliatory and baseless letters towards Plaintiff Goldman;
- B) issued strategically-timed, retaliatory covenant enforcement notices against Plaintiff Goldman;
- C) scheduled attendant hearings on baseless and disparately-enforced violations in derogation of Plaintiff Goldman's attendant rights;
- D) tortuously entered the dwelling premises of Plaintiffs or in the proximity thereof and intentionally damaging Plaintiffs' personal property;
- E) unlawfully entered the common property elements where Plaintiff's vehicle was parked and unlawfully towing said vehicle separately and/or in conspiracy with third party Elite Guard;
- F) damaged Plaintiff Goldman's car;
- G) damaged Plaintiff Goldman's tire;
- H) poisoned Plaintiff's back lawn;
- I) placed a dead rat with its entrails exposed on Plaintiff's back porch.
- J) intentionally taken steps to delay repairs to Plaintiff's Unit;
- K) intentionally taken steps to delay and/o deny approval for necessary permits applicable to Plaintiff's Unit, inclusive of a dock permit as elaborated herein;
- L) slandered Plaintiffs;
- M) libeled Plaintiffs, and
- N) verbally assaulted Plaintiffs.

18. Each of the actions described above in paragraph 17 and its subparts were directed **solely** towards Plaintiffs Goldman and/or Gates, and were **distinct and separate from any conduct directed against and/or harming the Association and the other unit owners.**

19. With respect to Ms. Goldman, these actions were taken by Defendants to harass her, intimidate her, and deter her from pursuing her rights as a unit owner of the Association.

20. With respect to Mr. Gates, Defendants' actions in libel and slander were done with the intent of harming Gates' reputation and causing him emotional distress and harm.

21. The actions of the named Defendants described above, as well as those additional actions described within the individual Counts below have been committed both in their agency capacity on behalf of the Association and in their individual capacities arising from the alleged applicable conduct.

22. This lawsuit is brought for 2 primary reasons: 1) to obtain financial relief for the gamut of damages suffered to compensate for past and continued wrongdoing in violation of Mrs. Goldman's statutory and common law rights and for damage to both Plaintiffs' reputations, and 2) to obtain court-ordered, equitable/injunctive relief so that the egregious pattern of wrongful activity of the Association and/or of the individual Defendants against each Plaintiff, does not continue unabated.

COUNT I – DEFAMATION
**VS ASSOCIATION, GREG CAPRA, NIKOLINA CAPRA, ALVARO VILLA,
EKATERINA KHROMINA, AND MARIA DEL SOL**

23. Plaintiffs Goldman and Gates re-allege and adopt Paragraphs 1-22 of this Complaint and further allege as follows:

24. This is a common law action for Defamation and conspiracy to commit defamation brought by Plaintiffs Mrs. Goldman and Mr. Gates against Defendants the **Association, Greg Capra, Nikolina Capra, Alvaro Villa, Ekaterina Khromina, and Maria Del Sol**, as applicable and as alleged below.

25. Plaintiff Goldman, owner of Unit 308, and Plaintiff Gates, his spouse, have resided in Poinciana Island since June 27, 2007.

26. Plaintiff Goldman, at all material times relevant to the facts of this Count, is a practicing Florida attorney, and has served in an advisory capacity for the City of Sunny Isles Beach, Florida, inclusive of her service on the City Advisory Committee, at all material times for purposes of the allegations in this Complaint.

27. Poinciana Island contains approximately 190 unit owners and an indefinite number of residents at all material times (“Poinciana Residents”).

28. Defendant Capra on behalf of the Association, as “President of the Board”, and in his individual capacity, drafted and published certain written materials distributed to at minimum the Poinciana Residents, from time to time.

29. It is well known among the residents of Poinciana Island that Defendant Greg Capra and his wife Niki Capra, have acted with extreme malice towards Plaintiffs, as alleged throughout this Complaint and as evidenced by the wrongful conduct directed toward Plaintiffs, which may stem from, at minimum, the time period in which Plaintiff

Goldman ran for a seat on the Board, against Greg Capra, and then afterwards, as a result of Plaintiffs' numerous inquiries into the Board's and management's practices.

30. Moreover, the conduct of Mr. Capra and Niki Capra, acted individually and/or conspiratorially or recklessly, or with ill will, hostility and evil intent to defame and injure so as to deter Plaintiffs' efforts to further inquire and expose Capra, his cohorts, and the Association's liability for various wrongful acts committed as alleged throughout the previous counts of this Complaint.

31. To a large extent, Defendant Villa, acting as an agent of the Association as Property Manager and pursuant to the directives of Capra and the Defendant Board members, is at times used as an instrumentality by Defendant Capra to selectively and disparately enforce certain purported rules of the Association, to which Plaintiffs have disputed and have rebutted by making various and pertinent records requests and otherwise providing official resistance pursuant to the Association's Rules; and Villa has adopted the same level of ill will, hostility and evil intent to defame and injure to accomplish such directives, in publishing the defamatory statements attributable to him and to the Association vicariously through his actions.

32. Prompted in part by the above facts, from at minimum May 2011 to July 11, 2012, Defendant Association through Greg Capra, as President of the Board, vicariously and individually, has with express malice, intentionally published certain defamatory statements (collectively the "Statements") to the Poinciana Residents, resulting in significant injury and harm to Plaintiffs and their reputations.

33. In a 7-page "Poinciana Update" dated "May 2011" on Association letterhead, signed by Greg Capra, Unit 257, as President of the Board, Capra identifies in bold: "**Michael and Dana Gates of 308**" as part of "**the group**", attributing various false

and derogatory conduct to them throughout the text of the publication, and states on page 5 of same, in the third paragraph from the top:

“Let me make it clear that this is the type of Garbage that walks, floats and slithers on Poinciana Island Dr. and on the boardwalk in an attempt to upset owners and into thinking someone on the board is stealing or worse.” [See **Exhibit “A”** attached hereto].

34. The above scandalous statement was false and known to be false when made and published by Defendant the Association and by Defendant Mr. Capra, individually, with actual malice and published to an overly broad audience consisting of at minimum, the Poinciana Residents.

35. Moreover, by signing the publication as the *President of the Board*, and on Association letterhead, Defendant added extra perceived weight and credibility to the above statements.

36. Defendant Capra, individually and on behalf of the Defendant Association, intended to injure and has injured Plaintiffs’ reputations by publishing these statements.

37. Defendants’ specific comparative reference of Plaintiff to “*Garbage that walks, floats and slithers...*” is so egregious that it is considered libelous and defamatory *per se*; accordingly, pursuant to Florida law, Plaintiffs are presumed to have been damaged by this statement, and otherwise, Plaintiffs have suffered actual damages as a result of said defamatory publication.

38. In a 3-page “Poinciana Update” dated “May 9, 2011” printed on Association letterhead, signed by Greg Capra, as President of the Board, Mr. Capra again references in bold lettering “**the group**”, to include Plaintiffs Goldman and Gates in context, and again attributes various false and derogatory conduct to them throughout the

text of the publication, and states on page 1 of same, in the second paragraph from the top:

“Lastly, there was a letter sent out to you that was not signed by anyone, but we can be sure it was from “**the group**.” I told you about them in the prior update and about their lies and their attempts to disrupt this board. This letter is another attempt that is full of lies that I will address.” [See **Exhibit “B”** attached hereto].

39. On page 3 of the May 9, 2011 Poinciana Update, the following statement was made in the last full paragraph (bold lettering is as appears in text):

“**The group**” has done and will continue to do their worst to try and discredit the positive changes that have happened and are happening at Poinciana. Don’t believe the lies and rumors meant to alarm you....” [See Exhibit “B”].

40. The above scandalous statements were false and known to be false when made and published with actual and express malice, and published to an overly broad audience consisting of at minimum, the Poinciana Residents.

41. Moreover, by signing the publication as the *President of the Board*, and on Association letterhead, Defendant added extra perceived weight and credibility to the above statements, and was further used to gratify his malevolence towards Plaintiffs.

42. Defendant Mr. Capra, individually and on behalf of the Defendant Association, intended to injure and has injured Plaintiffs’ reputations by publishing these statements, and Plaintiffs have otherwise suffered actual damages.

43. In an 8-page “Poinciana Island Yacht & Racquet Club NEWSLETTER by Greg Capra and the Board of Directors”, dated “November 18, 2011”, signed by Greg Capra as President of the Board (“Newsletter”), Capra refers to Plaintiffs Goldman and Gates throughout the publication, and on Page 5 thereof, referring to “**Michael Gates**” as the stated culprit for action attributed to him (all bold lettering is as appears in text), states under title “**This has not stopped the Witch Hunt!**”:

“A second complaint was made pertaining to Townhouse unit 306, for not having a non-permitted balcony enclosure. **Why did he do this?...**” [See **Exhibit “C”** attached hereto”].

44. On page 6 of the Newsletter, referring to both Plaintiffs, the following statement was made in the second sentence of the third paragraph from the top, relating to the previous statement that a complaint was purportedly made by Plaintiff Gates pertaining to Unit 306 (all bold lettering is as appears in text):

“They made sure the pain that they planned to carry out against others was not going to backfire against **Goldman** from the City. How calculating was **Gates’s** and **Goldman’s** plan against neighbors!” [See “Exhibit “C”].

45. Also on page 6 of the Newsletter, referring to both Plaintiffs, the following statement was made in the following paragraph, relating to the previous statement that a complaint was purportedly made by Plaintiff Gates pertaining to Unit 306:

“A third complaint was made to Code Enforcement for repair of a boardwalk piling behind unit 308 for a repair without a permit, coincidence?” [See “Exhibit “C”].

46. Also on page 6 of the Newsletter, the following statement was made in the last sentence of the page, relating to the previous statement that a complaint was purportedly made by Plaintiff Gates pertaining to Unit 306:

“Those of you that know the history understand the far-reaching seriousness of what could result from what started with this spiteful complaint to the City” [See “Exhibit “C”].

47. On page 7 of the Newsletter, the following statement was made under title **WHY?** (as appears in text) in the middle of the second paragraph:

“Dana Goldman – who ran for the board – of unit 308 went so far as to tell a Board Member in an open meeting “I will see you in stripes.” We all thought this childish behavior was behind us after the election, but that isn’t so. It’s worse than ever and it’s now costing you money.” [See “Exhibit “C”].

48. The above scandalous statements were false and known to be false when made and published with actual and express malice, and published to an overly broad audience consisting of at minimum, the Poinciana Residents.

49. Moreover, by signing the publication as the *President of the Board*, under color of Association document, Defendant added extra weight and credibility to the above statements.

50. Defendant Capra, individually and on behalf of the Defendant Association, intended to maliciously injure and has injured Plaintiffs' reputations by publishing these statements, and Plaintiffs have otherwise suffered actual damages.

51. In a 2-page letter dated "February 1st, 2012" printed on Association letterhead, published by Greg Capra individually and as President of the Board, and clearly referring to Plaintiffs in context in the last paragraph of page 1, by alluding to the afore-stated November 18, 2011 Newsletter:

"In the last update (you can get a copy of that update at the office if you don't have it) you were told about certain unit owners that have been calling City Code Enforcement to harass Board members and the management office." [See **Exhibit "D"** attached hereto].

52. On page 2 of the February 1st Letter, the following statement was made in the middle of the second paragraph and continuing in the following paragraphs:

"It appears that a wave of violations is coming our way because of a few evil people. For this reason, I wrote to Sunny Isles Code Enforcement officials, the City Manager and the Mayor about these people and asked, how are we going to deal with this situation? The City does realize that they are being used as a way to harass." [See Exhibit "D"].

53. The above scandalous statements were false and known to be false when made and published with actual and express malice, and published to an overly broad audience consisting of at minimum, the Poinciana Residents.

54. Moreover, by signing the publication as the *President of the Board*, and on Association letterhead, Defendant added extra perceived weight and credibility to the above statements, and was further used to gratify his malevolence towards Plaintiffs.

55. Defendant Mr. Capra, individually and on behalf of the Defendant Association, maliciously intended to injure and has injured Plaintiffs' reputations by directing the publication and/or directly publishing these statements, and Plaintiffs have directly suffered actual damage as a result of such defamation.

56. Upon information and belief, Association employees/agents **Alvaro Villa and Maria Del Sol**, also assisted in and conspired, upon agreement with the Association and Mr. Capra, to publish all of the afore-stated false and libelous statements to the aforesaid third parties not privileged to receive same, and such publication was done with knowledge of the statements' falsity when published, with malice, and resulting in actual damage to Plaintiffs due to the subject statements' defamatory content.

57. In a 6-page "**MANAGER'S REPORT**" drafted and published by Defendant Alvaro Villa, dated "March 30th, 2012" printed on Association letterhead, signed by **Alvaro Villa, Property Manager** – CAM, on behalf of the Association ("Report"), the following statements were made on page 2 of the Report, as referring to the alleged actions of Plaintiffs published in Capra's 11/18/2011 Newsletter and 2/1/12 Letter:

"The City of Sunny Isles is in the process of organizing the issuance of violations for unpermitted enclosures of Townhouses, which is almost all of them according to the City. This will be followed up in Marina Point as well. This was the result of a unit owner's spiteful action against Board members, by calling the city to report work that was done over 20 years ago." [See **Exhibit "E"** attached hereto].

58. The above scandalous statements are false and known to be false when made and published, with actual and express malice, and published to an overly broad audience consisting of at minimum, the Poinciana Residents.

59. Moreover, by signing the publication as Property Manager, and on Association letterhead, Villa added extra perceived weight and credibility to the above statements, and was further used to gratify his malevolence towards Plaintiffs.

60. Defendant Villa, individually, and on behalf of the Defendant Association, maliciously intended to injure and has injured Plaintiffs' reputations by publishing these statements.

61. By way of letter dated May 21, 2012, Plaintiffs' counsel delivered a letter addressed to counsel for the Association advising of all the above defamatory statements and demanding applicable retractions. [See **Exhibit "F"** attached hereto] to which no response to such demands have been received by Plaintiffs.

62. Additionally, Defendant Alvaro Villa through his staff working for the Association and reporting to Villa, namely agent Maria Quiroz, or other representative of the Association reporting to Villa, has published certain false and defamatory incident reports drafted by Elite Guard agents about Plaintiff Gates, and intended to damage the reputations of both Plaintiff Gates and Plaintiff Goldman.

63. Specifically, shortly after the filing of the initial Complaint in this lawsuit (filed on or about June 27, 2012), on or about July 11, 2012, the Association, through its agent Villa and his staff, published to then-Assistant Manager of the City of Sunny Isles Beach ("SIB"), Sharon Rangoonan, 2 false incident reports which are attached hereto and made a part of this Complaint as **Composite Exhibit "G"** hereto.

64. One of the false incident reports drafted by reporting officer “A. Quintero” details a time of incident of 2:54 PM, and that he **“saw two cars parking at the sidewalk, then Michael Gates drives out to stop the car and the two car parking at the sidewalk follow Michael Gate’s car.”** See, Composite Exhibit “G”.

65. The other false incident report drafted by reporting officer “Restrepo”, details a time of incident of 2:56 PM, and that the officer **“saw Michael Gates leaving the Island in his vehicle followed by a car of the city of sunny isles and behind them was Mr. Weitz of unit 244”**. See, Composite Exhibit “G”.

66. The publication of the subject incident reports, intended to be corroborative in nature when read together, were prompted in part by the Association’s and Alvaro Villa’s ill will, hostility and evil intent to injure Plaintiff Goldman and/or her spouse Michael Gates who resides with her, and knowing that Ms. Goldman at the time served on the City Advisory Committee of the City of SIB.

67. Defendant, with knowledge of its falsity, maliciously and intentionally published the above false and defamatory incident reports to the City of SIB, resulting in actual damages to Plaintiffs and harm to their reputation.

68. These libelous statements were published in an effort to fabricate support for the Association and Villa’s contention in other defamatory publications referenced in this Complaint, that it was indeed Plaintiff Gates and/or Plaintiff Goldman who had reported code violations to the City of SIB.

69. Moreover, the reports are plainly false and their publication not only shows extreme malice, but also demonstrates the extent to which Defendant will reach to retaliate against Plaintiffs for the filing of this lawsuit and to defend against the claims made therein, even going so far as to publish to a third party not privileged to receive

such publications, outright fabricated incident reports of their security agency, Elite Guard so as to harm Plaintiffs' reputations and exacerbate tensions between the City of SIB and Plaintiffs, especially Plaintiff Goldman.

70. All of the above false, scandalous and defamatory Statements are not privileged, as they were purely intended for and served retaliatory and harassing purposes without any duty to publish such statements, nor do they provide any substantive benefit to the recipient audience, and Plaintiffs did not consent to their publication or dissemination.

71. As a direct and proximate result of the Defendants' publication of the collective Statements, inclusive of the incident reports published after this lawsuit was filed, Plaintiffs have suffered actual damages, mental anguish and emotional distress emanating from severe reputational harm, overt harassment and continual wrongful actions and demeaning remarks by the other unit owners and residents of Poinciana Island, thereby unjustifiably subjecting Plaintiffs to live in an oppressive and hostile environment, have diminished the quality of their enjoyment of life and their property, have resulted in loss of consortium between them, since at minimum, May 2011, and further the publication to the City of SIB has damaged the reputation of both Plaintiffs and has caused potential damage to Plaintiff Goldman's position with the City of SIB and her future political aspirations, all said damages which are continuing and in many respects worsening in nature.

72. Defendant **Niki Capra**, who is the spouse of Defendant Greg Capra, unit owner of Unit 257, is a member of Poinciana Island / Association, located within the City of SIB and has been appointed or designated by the Board to serve on certain committees of the Association.

73. Prompted in part by Niki Capra's ill will, hostility and evil intent to injure Plaintiff Goldman and/or her spouse Michael Gates who resides with her, and knowing that Ms. Goldman at the time served on the City Advisory Committee of the City of SIB, Defendant, knowing that such statement was false when made and published, maliciously and intentionally drafted and published a certain defamatory statement to certain individuals associated with the City of SIB, resulting in harm to Plaintiff and her reputation to wit:

74. Defendant Niki Capra, while she served on at least one Board-appointed committee, sent an email from her personal email account, namely "niki.capra257@gmail.com" under date of February 15, 2012, to Sharon Ragoonan, Assistant City Manager of SIB, and copied Alan Cohen, City Manager of SIB, and Norman Edelcup, Mayor of SIB, the following actionable statement was published by her to at minimum the above-stated third parties, not privileged to receive said statement (as appearing in bold for emphasis):

"Considering what has been going on at here Poinciana and **the fact that it was Goldman of 308 that started this mess calling on unit 252 belonging to Bob and Shelia Caplan**, Alan being in Goldman's house on that night was not politically correct." [See **Exhibit "H"** attached hereto].

75. Plaintiff Goldman at no time contacted any member of SIB to report any violation or matter relating to unit 252 belonging to Bob and Sheila Caplan.

76. The above scandalous statement of Defendant was false when made and published with knowledge of its falsity and with actual and/or express malice, and published to individuals who represent the City of SIB, for which Plaintiff Goldman, a private person, who at the time served in advisory and other capacities for City of SIB.

77. The above false, scandalous and defamatory statement is not privileged, as it was purely intended for and served retaliatory and harassing purposes without any duty to publish such statement, nor does it provide any substantive benefit to the recipient audience, and Plaintiff did not consent to its publication or dissemination.

78. As a direct and proximate result of the publication of the above libelous and defamatory statement made and published with express malice by Defendant Niki Capra individually, Plaintiff Goldman has suffered actual damages, severe reputational harm, and harm to her legal profession, having been continually subjected to constant berating by the Poinciana Residents, inclusive of jeopardy to Plaintiff's position with the City of SIB and future political aspirations. As a further direct and proximate result Plaintiff has suffered emotional distress, mental anguish, loss of consortium, diminution of the quality of life and of her residential home. All of these damages are continuing in nature.

79. Defendant **Khromina**, is the owner of Unit 306 where she resides (abutting the residence of Plaintiffs), is a member of the Association, located within the City of SIB, and began serving on the Board of Directors since the 2013 term (after the subject defamatory statements were made by her).

80. Ms. Khromina has recently assisted in Defendants Greg and Niki Capra's efforts along with other agents of the Association and third parties at said Defendants' direction, to harass, incite and intimidate Plaintiffs as early as October 28, 2010 through the present, commencing with a scenario otherwise referenced in a previous section of this Complaint, whereby Plaintiff Goldman's vehicle was wrongfully and unlawfully towed as a partial and proximate result of the spiteful actions of Defendant Khromina.

81. Since that time, Defendant Khromina, at Defendant Niki Capra's urgings, has made unprovoked, disparaging remarks to Plaintiff Gates demonstrating malice towards him, and has on numerous occasions called Elite Guard, which provides security services to the Island, and which has been known to respond to and address the coercive directives of Niki Capra directly concerning issues that may arise at the Island, inclusive of those which have affected Khromina's attempts to remove Plaintiffs' vehicles from what she improperly claims is her "property".

82. Prompted in part by Defendant Khromina's ill will, hostility and evil intent to injure Plaintiff Gates and/or her spouse Plaintiff Goldman, Defendant Khromina has maliciously, intentionally, recklessly, and/or negligently made certain slanderous remarks against Plaintiff Gates and indirectly against Plaintiff Goldman, resulting in harm to Plaintiff and his reputation at Poinciana Island to wit:

83. On or about February 6, 2012, prior to her election as a Board member, at a well-attended Association Board Meeting, Defendant Khromina delivered an oral presentation, during which she falsely accused Plaintiff Gates of **calling the Sunny Isles Beach Code Enforcement Department to report multiple violations to Unit 306** belonging to Khromina. This statement was made in the presence of many Poinciana Island residents, then-City Manager Alan Cohen, and Assistant City Manager Sharon Ragoonan, who were in attendance.

84. In fact, Plaintiff Gates at no time contacted any member of SIB to report any violation or matter relating to unit 306 belonging to Defendant; and it is believed that the actual reporting caller to SIB was Khromina's tenant at the time.

85. The above scandalous and defamatory statement of Defendant was false and known to be false when made and published with actual and/or express malice, and

stated to individuals who reside at the Island and to representative members in attendance from the City of SIB, for which Plaintiff Goldman, a private person, at all material times then served in an advisory capacity and/or in other capacities for the City of SIB, and who is seeking additional appointment.

86. The above false, scandalous and defamatory statement is not privileged, as it was purely intended for and/or served retaliatory and harassing purposes without any duty to publish such statement, nor does it provide any substantive benefit to the recipient audience which consisted of numerous individuals who were not members of the Board of Directors nor who had any duty to act on such statement in and of itself, and Plaintiffs did not consent to the publication or dissemination thereof.

87. As a direct and proximate result of the publication of the above slanderous and defamatory statement made with express malice, recklessly, and/or negligently by Defendant Khromina individually, Plaintiff Goldman has suffered actual damage, severe reputational harm, and harm to her legal profession, said damages which are continuing in nature, inclusive of jeopardy to Plaintiff's position with SIB and future political aspirations; and as a further direct and proximate result of the publication of the above slanderous and defamatory statement, Plaintiff Gates, as Goldman's spouse and who resides in the same unit, has suffered actual damage, severe reputational harm as a result of said statement made about him individually; and both Plaintiffs have been continually subjected to constant berating by the Poinciana Residents, said damages which are continuing in nature, and both have suffered severe emotional distress, mental anguish, loss of consortium, diminution of the quality of their lives, and of their residential home.

88. Plaintiffs are entitled to the damages they have incurred as a result of all of the above-stated Defendants' publication of the subject libelous and slanderous

statements, individually and/or conspiratorially, and seek all available damages in excess of the jurisdictional minimum of this Court, and as otherwise pursuant to Florida law.

WHEREFORE, Plaintiffs DANA R. GOLDMAN and MICHAEL A. GATES demand judgment against Defendants: the Association, Gregory E. Capra, Alvaro Villa, Nikolina Capra, Ekaterina Khromina, and Maria Del Sol in an amount exceeding the jurisdictional minimum of this Court, plus all other and further relief this Court deems just and proper.

COUNT II – STATUTORY BREACH OF FIDUCIARY DUTY
VS ASSOCIATION, GREG CAPRA, BOB CAPLAN, SHEILA CAPLAN,
GASTON SIROIT, NIKI CAPRA, YELENA FRIDMAN,
SONDRA FARBER, AND ERIK LUCA

89. Plaintiff Goldman re-alleges and adopts Paragraphs 1-89, of this Complaint, and further alleges as follows:

90. This is an action for damages and injunctive relief brought by Plaintiff Mrs. Goldman pursuant to Chapter 718 of the Florida Statutes (“Chapter 718” also known as “The Florida Condominium Act”) against the Association, vicariously through the acts of the following Defendants and non-party agents/employees of the Association, and against the individual Defendants individually and conspiratorially, by their acts committed separately and collusively: Greg Capra, Bob Caplan, Sheila Caplan, Gaston Siroit, Niki Capra, Yelena Fridman, Sondra Farber, Erik Luca, Alvaro Villa, Maria Del Sol.

91. Defendant Association is governed by Chapter 718, and the manner in which the Association is governed is specified therein and in the Association’s “governing documents”, which consist of the Declaration of Condominium, the By-Laws of the Association, and the Articles of Incorporation.

92. The operations and actions of the Association are governed by a Board of Directors (the “Board” or alternately referenced as the “Directors”) subject to the provisions of Chapters 617 and incorporated into Chapter 718, and other pertinent provisions of the Florida Statutes and the Florida Administrative Code, as well as the Association’s governing documents, which also govern its powers.

93. Pursuant to Fla. Stat. §718.111 and the Association’s governing documents, the officers, directors and agents of the Association, inclusive of anyone acting on behalf of the Association in a representative capacity and individually in performing said functions, including, but not limited to appointees of the Board and those working at its behest or pursuant to instructions of any of its directors and/or officers, have a fiduciary relationship with Plaintiff Goldman directly as a unit owner, on behalf of the Association and individually.

94. All such named Defendants therefore owed a duty and are liable for monetary damages to Plaintiff Goldman “if such officer, director or agent”, without distinguishing between plural or singular context, “breached or failed to perform his or her duties” where such breach constitutes “...**recklessness or an act or omission that was in bad faith [or] with malicious purpose...**” Fla. Stat. §718.111(d) (emphasis added).

95. The Association, at all material times alleged herein owed a fiduciary duty to Ms. Goldman to ensure that its Directors, and their appointees to committees, such as Defendants **Greg Capra, Bob Caplan, Sheila Caplan, Gaston Siroit, Niki Capra, Yelena Fridman, Sondra Farber, and Erik Luca** refrained from committing acts or omissions, *recklessly, or in bad faith, and/or with malicious purpose* against Ms. Goldman.

96. The Association, at all material times alleged herein owed a fiduciary duty to Ms. Goldman to ensure that its agents or employees, such as **Alvaro Villa** and **Maria Del Sol** refrained from committing acts or omissions, *recklessly, or in bad faith, and/or with malicious purpose*, against Ms. Goldman.

97. The Association, by and through all Defendant Directors, inclusive of their appointees which are deemed subject to the dictates of Chapter 718, in addition to being agents of the Association under said statute; and the Association's officers and agents, all breached their corresponding statutory duties to refrain from acting *recklessly, or in bad faith, or with malicious purpose* towards Mrs. Goldman through the acts specified in this Count, all which are in violation of §718.111.

98. In addition to the statutory basis establishing direct duties owing to Plaintiff, Mrs. Goldman has suffered a "direct harm which does not flow subsequently from an initial harm to the [Association], [said] "special harm which is separate and distinct from those sustained by the other members". *Dimuro Investments, LLC v. Camacho*, 141 So. 3d 731, 739 (Fla. 3d DCA 2014).

99. Through the actions described in paragraph 17 of this Fifth Amended Complaint, the Defendant Association and each Defendant individually and conspiratorially has breached its fiduciary duties owed Plaintiff Goldman through committing actions against Plaintiff Goldman which constitute reckless or bad-faith acts and/or omissions, done with malicious purpose.

100. Through the actions described in "Count I – Defamation" of this Fifth Amended Complaint, the Defendant Association and each Defendant individually and conspiratorially has breached its fiduciary duties owed Plaintiff Goldman through

committing actions against Plaintiff Goldman which constitute reckless or bad-faith acts and/or omissions, done with malicious purpose.

101. Additional specific actionable conduct constituting reckless or bad-faith acts and/or omissions, and which also comprise *separate and distinct* acts and harms suffered directly by Plaintiff Goldman, attributable to the Association and likewise inuring to the personal liability of said individual Defendants themselves, are specifically described below.

Breaches of Fiduciary Duty Regarding Plaintiff's AC line

102. One segment of acts done recklessly, in bad faith and/or with malicious purpose towards Plaintiff Mrs. Goldman uniquely and committed by the below-named Defendants in concert with one another, involves said Defendants' wrongful violation of the Association's rules and protocol and those of its governing documents through and inclusive of misrepresenting or concealing by omission their respective roles and actions in the processes attendant to the installation of an air conditioning line and attendant housing ("AC Line") in Plaintiff Goldman's residence.

103. On October 15, 2009, Plaintiff received a notice of violation for the AC Line from the City of Sunny Isles Beach, Florida, dated October 14, 2009.

104. Prior to applying for an after-installation governmental permit, Plaintiff had confirmed with then-licensed Association manager, Michael Pascucci, on or about October 16, 2009, that in order to receive an after-installation governmental permit, a letter of approval from the Association must be obtained for the AC Line installation.

105. In reliance on the representations of Mr. Pascucci, and with written approval by Mr. Pascucci, as a licensed manager and as agent for the Association, Plaintiff proceeded to obtain the after-installation governmental permit for the AC Line.

106. The requisite governmental permit was obtained on January 7, 2010. Plaintiff was then subsequently informed by Bob Caplan that architectural approval was required for the installation of the AC Line.

107. On or about March 18, 2011, and pursuant to Florida Statute § 718.303, the Association gave notice to Plaintiff that a hearing to address the purported violation of installing an AC Line, as affecting the exterior of the unit and without prior board approval, would be heard on May 23, 2011.

108. On May 23, 2011 the Association Board's Grievance and Violation Committee ("Violations Committee") duly approved the AC Line subject to the Violations Committee's recommendation that a shrub or tree be planted to obscure the physical appearance of the AC Line.

109. On or about June 20, 2011, Defendant Villa, in his capacity as Property Manager of the Association, issued a letter to Plaintiff indicating that the "Board of Directors" had reversed its decision, and now required removal of the AC Line.

110. At the time of the letter issued by Mr. Villa advising Plaintiff of the purported decision of the Board, Plaintiff Goldman was in the process of running for a Board seat against members of the incumbent Board of the Association.

111. On September 23, 2011, and following the Board election referred to herein, a second hearing was noticed to occur November 1, 2011 and duly held pursuant to which the same members of the same Violations Committee on May 23, 2011, serving essentially to effect double-jeopardy type enforcement committee sanctions, overturned its earlier decision and declared the AC Line a violation, pursuant to which a \$1,000.00 fine was imposed against Unit 308.

112. The Association's counsel by way of letter dated May 25, 2012 admitted to Plaintiffs' undersigned counsel that the Association's decisions made at the May 23, 2011 hearing conducted pursuant to Fla. Stat. § 718.303 was the "result of the improper actions of the Violations Committee..." which then prompted "a second violations hearing [to be] scheduled..." [See, **Exhibit "I"** attached hereto].

113. Pursuant to Section 718.303(3), only a "single notice and opportunity for hearing" regarding a violation is to take place, and if the "committee does not agree, the fine or suspension may not be imposed."

114. The second hearing held by the Association's Violations Committee, the underlying process by which it was noticed, and the attempts to legitimize the decisions and penalties made as a result thereof, at all material times stated above, constitute acts or omissions conducted in bad faith or with malicious purpose through **misrepresentations** to Plaintiff of proper protocol in providing a service promulgated by Chapter 718 and the Association Rules, and/or in attempting to **conceal** same, and thus are direct breaches of the fiduciary duties owed to Mrs. Goldman.

115. The above acts and/or omissions were independently and collusively committed upon agreement by the Association through and amongst its directors and officers: Greg Capra, Sheila Caplan, Gaston Siroit, Yelena Fridman, Sondra Farber, Erik Luca, together and in concert with the Defendant agents specified below, in overseeing, instructing, and/or supervising the process by which such acts and/or omissions were committed, at all material times stated above.

116. The above acts and/or omissions were independently and collusively committed upon agreement by the Association through and amongst its applicable agents: Niki Capra, Bob Caplan, Alvaro Villa, and Maria Del Sol together and in concert with the

Defendant directors and officers specified above, in assisting, abetting, and facilitating the execution of the process by which such acts were committed at all material times stated above.

Breaches of Fiduciary Duty Regarding Plaintiff's Smart Passes

117. On March 26, 2012, Plaintiff had requested that the Association issue commensurate violations and attendant enforcement against Defendant Niki Capra, and against the Defendant Caplans for similar violations.

118. On March 27, 2012, the next day, the Defendants retaliated against Plaintiff by deactivated Plaintiff Goldman's and her residential spouse's Smart Passes that were required to enter their residence.

119. These smart passes were deactivated in a retaliatory and unlawful manner reflective of the bad faith and malicious conduct towards Plaintiff alleged herein.

120. These smart passes were deactivated through the actions of the Defendant Directors named herein, primarily led by Mr. and Mrs. Capra and Mr. and Mrs. Caplan.

121. The Association is vicariously liable for these unlawful and retaliatory actions.

122. The deactivation of Plaintiff's and her spouse's Smart Passes in an unlawful and retaliatory manner constitutes a breach of the fiduciary duty owed Plaintiff by Defendants to refrain from acting *recklessly, or in bad faith, or with malicious purpose* towards Mrs. Goldman.

Breaches of Fiduciary Duty Regarding Plaintiff's Dock Permit Application

123. At the time Plaintiff purchased her Unit on or about June 2007, Plaintiff paid an additional \$75,000 for rights to the *bay bottom* in the water behind her unit.

124. This additional \$75,000 was above and beyond the cost of her unit.

125. Plaintiff spent this additional \$75,000 for the sole purpose of developing and building a boat dock on this bay bottom.

126. Plaintiff spent this additional \$75,000 with the understanding that she would be able to obtain a dock permit from the Defendant Association in a reasonable manner and the permitting process would be simple.

127. Plaintiff relied on representations made on or about and during early-2014 from each of the afore-stated Defendants, individually, collectively, and/or in corroborative fashion, to the effect that the process for obtaining a dock permit would be reasonable and that Defendants would not interfere with Plaintiffs' attempt to obtain such a permit.

128. Defendants owed Plaintiff a fiduciary duty to fairly process Plaintiff's application for obtaining a dock permit and to refrain from acting *recklessly, or in bad faith, or with malicious purpose* towards Mrs. Goldman with respect to her efforts to obtain a dock permit.

129. Defendants, however, breached that fiduciary duty through the actions stated herein.

130. In or about early-2014 through mid-2014, Defendants **Greg Capra, Bob Caplan, and Sheila Caplan** directly oversaw, interfered with, and otherwise separately and/or conspiratorially amongst themselves facilitated the intentional and wrongful failure to process a certain dock permit application pertinent to Plaintiff Goldman's residence resulting in the Association's denial or rejection of such permit application, through unfair and deceptive means in violation of Association protocol, rules and/or the governing documents.

131. Specifically, in or about early-2014 through in or about mid-2014, Defendant **Greg Capra** directly oversaw, interfered with, and otherwise separately and/or conspiratorially with Sheila Caplan and/or Bob Caplan, facilitated the intentional and wrongful failure to process a certain dock permit application pertinent to Plaintiff Goldman's residence resulting in the Association's denial or rejection of such permit application, through unfair and deceptive means in violation of Association protocol, rules and/or the governing documents (collectively referred to herein as the "Association Rules").

132. In or about early-2014 through mid-2014, Defendant **Sheila Caplan** directly oversaw, interfered with, and otherwise separately and/or conspiratorially with Greg Capra and/or Bob Caplan, facilitated the intentional and wrongful failure to process a certain dock permit application pertinent to Plaintiff Goldman's residence resulting in the Association's denial or rejection of such permit application, through unfair and deceptive means in violation of Association Rules.

133. In or about early-2014 through mid-2014, Defendant **Bob Caplan** directly oversaw, interfered with, and otherwise separately and/or conspiratorially with Greg Capra and/or Sheila Caplan, facilitated the intentional and wrongful failure to process a certain dock permit application pertinent to Plaintiff Goldman's residence resulting in the Association's denial or rejection of such permit application, all through unfair and deceptive means in violation of Association Rules.

134. Each of the above-named Defendants, due to his/her status and involvement at all material times as a director, officer, board-committee member, and/or agent of the Association, directly participated in the wrongs complained of as alleged above.

135. As a proximate cause of Defendants' breach of their fiduciary duty to Plaintiff through the aforementioned deceptive and unfair practices, Mrs. Goldman has suffered damages, as the market value of Plaintiff's residence without the subject dock which was to be approved for installation pursuant to the Association Rules, is perceptively and significantly lower than before such application was submitted and/or denied.

136. The above acts and/or omissions were reckless and/or done with malicious intent, and were independently and collusively committed upon agreement by the Association through and amongst its directors and officers and agents: Greg Capra, Sheila Caplan, and Bob Caplan, in overseeing, instructing, and/or supervising the process by which such acts and/or omissions were committed, inclusive of misrepresenting or concealing by omission their respective roles and actions, at all material times stated above.

Other Breaches of Fiduciary Duty of the Association and Individual Defendants

137. Defendant **Greg Capra**, a director, officer and agent of the Association at all material times, has breached or failed to perform fiduciary duties owed to Plaintiff Goldman through the following acts or omissions committed recklessly, or in bad-faith and/or with malicious purpose, in addition to the collusion described above and naming him therein with his co-defendants.

138. In or about May 2011 through and including July 11, 2012, Mr. Capra, recklessly, in bad faith and/or with malice, defamed Plaintiff Goldman by making and publishing specific misrepresentations of fact consisting of the particular libelous statements hereby incorporated and adopted herein from Count I of this Complaint,

addressing defamation, harming Mrs. Goldman separately and distinctly.

139. Since early 2010 through at minimum, 2013, recklessly, in bad faith and/or with malice, Mr. Capra has sporadically but continuously directed the issuance of and/or directly issued multiple retaliatory, baseless and threatening notice letters comprising misrepresentations of fact as to the commission of purported violations ascribed to Plaintiff Goldman, harming her separately and distinctly.

140. Since early 2010 through at minimum, 2013, recklessly, in bad faith and/or with malice, Mr. Capra has directed the issuance of and/or directly issued strategically-timed, retaliatory and baseless covenant enforcement notices comprising misrepresentations of fact as to the commission of purported violations ascribed to Plaintiff Goldman, harming her separately and distinctly.

141. Since early 2010 through at a minimum, 2013, recklessly, in bad faith and/or with malice, Mr. Capra has directed the scheduling and/or has directly scheduled attendant hearings on baseless and disparately-enforced violations comprising misrepresentations of fact as to the commission of purported violations ascribed to Plaintiff Goldman and against and in derogation of her attendant rights, harming her separately and distinctly.

142. Since early 2010 through at a minimum, 2013, recklessly, in bad faith and/or with malice, Mr. Capra has directed others to damage and/or has directly damaged Plaintiff's property.

143. Since early 2010 through at a minimum, 2013, recklessly, in bad faith and/or with malice, Mr. Capra has directed others to wrongfully delay and/or has directly attempted to and has wrongfully delayed repairs to Plaintiff's residential unit, in violation of the Association's rules, harming Plaintiff separately and distinctly.

144. Since early 2010 through at a minimum, 2013, recklessly, in bad faith and/or with malice, Mr. Capra has directed others and/or has directly and wrongfully denied approval of certain necessary permits applicable to Plaintiff's residential unit, inclusive of a dock permit in violation of Association rules, harming Plaintiff separately and distinctly.

145. At all material times stated above, Mr. Capra's conduct was conspiratorially carried out upon agreement to commit all of said bad-faith acts or omissions, as alleged above, with co-defendant directors and officers Sheila Caplan, Gaston Siroit, Yelena Fridman, Sondra Farber, and Erik Luca, all of whom joined in instructing, supervising and/or authorizing Mr. Capra in conspiracy amongst themselves and Mr. Capra to commit such acts or omissions; along with co-defendant agents Bob Caplan, Niki Capra, and Association agents or employees, Alvaro Villa, and Maria Del Sol, all of whom assisted, abetted and otherwise facilitated execution of such acts or omissions in conspiracy amongst themselves and with Mr. Capra.

146. Defendant **Niki Capra**, a board-appointed member of multiple board committees and agent of the Association at all material times, has breached or failed to perform fiduciary duties owed to Plaintiff Goldman through the following acts or omissions committed recklessly, or in bad-faith and/or with malicious purpose, in addition to the collusion described above and naming her therein with her co-defendants.

147. On or about February 15, 2012, Mrs. Capra, recklessly, or in bad faith and with malice, defamed Plaintiff Goldman by making and publishing specific misrepresentation of facts consisting of the particular libelous statement hereby incorporated and adopted herein from Count I, addressing defamation, harming Mrs. Goldman separately and distinctly.

148. From early 2009 to the present, recklessly, or in bad faith and/or with malice, Mrs. Capra directed others, including but not limited to Alvaro Villa and Maria Del Sol to wrongfully misappropriate and/or has directly and wrongfully misappropriated Plaintiff Goldman's confidential unit owner file believed to be maintained at all material times at the Association's main office, resulting in improper disclosure and misuse, including misrepresenting and publishing information contained therein to parties not entitled to receive same, including but not limited to Ekaterina Khromina who aided and abetted this conduct in concealing such acts, thereby harming Mrs. Goldman separately and distinctly.

149. On or about October 31, 2010, Mrs. Capra, recklessly, or in bad faith and with malice, conspired with co-defendant Khromina (not named in this Count) and Association agent or employee, Mrs. Del Sol to have Mrs. Goldman's car towed, causing damages to Mrs. Goldman that were distinct and separate to Mrs. Goldman.

150. On or about October 31, 2010, Plaintiff Goldman's vehicle was towed from Plaza 8 specifically the "parking space area" or "parking spot" in front of unit 306 pursuant to the misrepresentation or concealment of facts by Defendants Mrs. Capra, Ms. Del Sol, and Mr. Villa, at minimum, in acting to prevent or conspiring to prevent the Association's counsel's response to Plaintiff's requests on or about April 2, 2012, on which Plaintiff delivered a letter with referenced attachments to the Board requesting that the Association render an opinion regarding the legal classification of ownership interest in and allocation of parking space assignment in Plaza 8 to know if such "space" was the private property of Defendant Khromina, owner of Unit 306, or not. [See, **Comp. Exhibit "J"** attached hereto].

151. The refusal of Defendant Association and its Board Members and agents to provide a response to Plaintiff Goldman, even after Plaintiff's counsel advised Association's counsel of same on May 8, 2012, is not only a violation of the pertinent statute, but is a further example of bad faith tactics, denying rights under false pretenses, concealment/omission of facts by the Association, and a breach of the fiduciary duties owed to Plaintiff. [See **Exhibit "K"** letter attached hereto].

152. The towing of Mrs. Goldman's car was done for the sole purpose of intimidating and harassing Plaintiff as part of a patterned scheme against her, and said act was done deceptively, recklessly, in bad faith and with malice arising out of the afore-stated Defendants' misrepresentations or omissions of fact.

153. At all material times stated above, Mrs. Capra's conduct was conspiratorially carried out upon agreement to commit all of said bad-faith acts or omissions, as alleged above, with co-defendant directors and officers Greg Capra, Sheila Caplan, Gaston Siroit, Yelena Fridman, Sondra Farber, and Erik Luca, all of whom instructed, supervised and/or authorized Mrs. Capra in conspiracy amongst themselves to commit such acts or omissions; along with co-defendant agents Bob Caplan, Alvaro Villa, and Maria Del Sol, all of whom assisted, abetted and otherwise facilitated execution of such acts or omissions in conspiracy amongst themselves and with Mrs. Capra.

154. The Association, through the actions of its agent or employee **Alvaro Villa**, Property Manager and agent of the Association at all material times, breached or failed to perform fiduciary duties owed to Plaintiff Goldman through the following acts or omissions committed recklessly, or in bad-faith and/or with malicious purpose by Mr. Villa, in addition to the collusion described above with the individual defendants.

155. All of the acts of Mr. Villa described herein were done by Mr. Villa in the course and scope of his duties as an agent or employee of the Defendant Association and thus the Defendant Association is vicariously liable to Plaintiff for those actions described herein, all of which breach the fiduciary duties owed Plaintiff by the Association.

156. In or about May 2011 through July 2012, on or about March 30, 2012, and on or about July 11, 2012, Alvaro Villa, recklessly, or in bad faith and with malice, defamed Plaintiff Goldman by making and publishing specific misrepresentations of facts consisting of the particular libelous statements hereby incorporated and adopted from Count I of this Complaint addressing his participation in defamatory publications, harming Mrs. Goldman separately and distinctly.

157. Villa also has conspired with non-party "Elite Guard" which purportedly attempts to provide security-related services at Poinciana, by selectively enforcing parking "rules", recklessly, or in bad faith and/or with malice, to the targeted detriment of Plaintiff Goldman; and has further falsely accused Plaintiff by letter dated May 29, 2012 of "verbally harassing and threatening security guards, which is unacceptable behavior for the Association", copying Jess Buffington of Elite Guard, pursuant to which Elite Guard then sent a companion letter, intending to deliberately harass Plaintiff.

158. Further acts of recklessness and bad faith by Villa and other co-defendants occurred when the Association misrepresented to the Poinciana residents in writing on or about March 30, 2012 that Mrs. Goldman personally reported certain violations at Poinciana, when in fact such statements are utterly false and designed to mislead the Poinciana residents to Mrs. Goldman's detriment while deflecting blame from Mr. Villa himself.

159. In fact, it was Villa, not Plaintiff Goldman, who actually reported all unpermitted Roof Enclosures, surveillance cameras and other unpermitted work to the City of Sunny Isles Beach.

160. Specifically, Mr. Villa has attempted to conceal unpermitted work at the Island, and when faced with the permit violation for his unpermitted repairs on a certain Boardwalk project, Mr. Villa falsely, fraudulently, or recklessly, and/or in bad faith misrepresented facts to the Poinciana unit owners and residents by accusing and defaming Plaintiff Gates for the report on the pilings in numerous subsequent Association-based publications, irreparably damaging Plaintiff Gates' reputation, and directly, indirectly and/or by association, the reputation of Plaintiff Goldman.

161. Mr. Villa also colluded with Greg Capra, Niki Capra, Bob Caplan and Sheila Caplan to convince residents that it was Plaintiffs who reported these violations but this was clearly not the case and constitutes a libelous and false representation of facts, which also serves to deceive the unit owners and residents, thereby harming the reputation of both Plaintiffs Goldman and Gates.

162. Defendant Association, through the actions of Mr. Villa, has also engaged in reckless and/or bad faith conduct by selectively and disparately taking unique retaliatory actions against Plaintiffs that are separate and apart from any actions taken against or harming the Association and its unit owners at material times specified below to wit:

163. Mr. Villa has issued two (2) covenant enforcement notices (May 23 and 24, 2012, respectively) and two (2) other letter notices to Plaintiffs, all done within one week following Plaintiff Attorney's letter to the Association Attorney on May 21, 2012 seeking retraction for defamatory remarks; and

164. Mr. Villa, during mid-2012, at minimum, has selectively and in disparate manner issued several improper and baseless enforcement violation notices against Plaintiffs in uncanny, timely and retaliatory form purely in response to Plaintiff Goldman's letters to the Association and in response to the filing of this lawsuit; and has further used intentional and bad faith dilatory tactics to rebuke Plaintiff Goldman's attempts to obtain lawfully requested information from the Association.

165. Mr. Villa has conspired with the Board in artificially creating a mechanism to preclude proper processing of Plaintiff Goldman's application in mid-2014 for dock/pier construction appurtenant to Plaintiff's property under the guise of "outstanding violations" against Plaintiff and/or other selectively targeted action, resulting in the delay and/or imminent rejection of any approval of said application, materially impacting the value of said unit.

166. At all material times stated above, Mr. Villa's conduct was conspiratorially carried out upon agreement to commit all of said bad-faith acts or omissions, as alleged above, with defendant directors and officers Greg Capra, Sheila Caplan, Gaston Siroit, Yelena Fridman, Sondra Farber, and Erik Luca, all of whom instructed, supervised and/or authorized Mr. Villa in conspiracy amongst themselves and Mr. Villa to commit such acts or omissions; along with defendant agents Bob Caplan, Niki Capra, and Association employee/agent Maria Del Sol, all of whom assisted, abetted and otherwise facilitated execution of such acts or omissions in conspiracy amongst themselves and with Mr. Villa.

167. Defendant **Sheila Caplan**, a director, officer and agent of the Association at all material times, and her spouse and co-Defendant **Bob Caplan**, a board-appointed committee member and agent of the Association at all material times, have breached or

failed to perform fiduciary duties owed to Plaintiff Goldman through the following acts or omissions committed in bad-faith, recklessly, and/or with malicious purpose, in addition to the conspiratorial conduct described above and naming them therein with their co-defendants.

168. At all material times stated above, Mr. and Mrs. Caplan's conduct was conspiratorially carried out upon agreement to commit all of said bad-faith acts or omissions, as alleged above, amongst themselves and with co-defendant directors and officers Greg Capra, Gaston Siroit, Yelena Fridman, Sondra Farber, and Erik Luca, all of whom joined in instructing, supervising and/or authorizing Mrs. Caplan to collusively commit such acts or omissions, and along with co-defendant agents Mr. Caplan himself, and Niki Capra, as well as Association agents/employees Alvaro Villa, and Maria Del Sol, all of whom assisted, abetted and otherwise facilitated execution of such acts or omissions in conspiracy amongst themselves and with Mr. Caplan and/or Mrs. Caplan.

169. Defendants **Gaston Siroit, Yelena Fridman, Sondra Farber, and Erik Luca**, all directors, or officers, and agents of the Association at all material times, have breached or failed to perform fiduciary duties owed to Plaintiff Goldman through participation in the following acts or omissions committed recklessly, or in bad faith, and/or with malicious purpose as detailed below.

170. Said Defendants' ordered, authorized, and/or supervised the issuance of wrongful covenant enforcement notices against Plaintiff Goldman at all material times and as more fully described above and herein;

171. Said Defendants' (excluding Mr. Luca) ordered, authorized, and/or supervised the wrongful towing of Plaintiff's vehicle on October 31, 2010;

172. Said Defendants' instructed and/or authorized Association employee/agent

Alvaro Villa, as property manager, to wrongfully shut off Plaintiffs' smart passes on March 27, 2012 in violation of Mrs. Goldman's due process under Section 718.303(3), Florida Statutes;

173. Said Defendants' instructed and/or authorized the Association's legal counsel to wrongfully not respond or otherwise ignore Plaintiff Goldman's April 2, 2012 request for a legal opinion regarding her parking rights, ultimately opening up the floodgates to the arbitrary, capricious, whimsical, and wrongful towing of Plaintiff's vehicle.

174. At all material times stated above, the primary Defendants' conduct was conspiratorially carried out upon agreement to commit all of said bad-faith acts or omissions, as alleged above amongst themselves and with co-defendant directors and officers Greg Capra and Sheila Caplan, each of whom acted collusively, to commit such acts or omissions, along with co-defendant agents Bob Caplan and Niki Capra and Association employees/agents Alvaro Villa, and Maria Del Sol, all of whom assisted, abetted and otherwise facilitated execution of such acts or omissions in conspiracy amongst themselves and with Defendants Mr. Siroit, Mrs. Fridman, Mrs. Farber, and Mr. Luca.

175. The Association, through the actions of its agent or employee **Maria Del Sol**, has breached or failed to perform fiduciary duties owed to Plaintiff Goldman through the following acts or omissions committed recklessly, or in bad-faith and/or with malicious purpose.

176. All of the acts of Ms. Del Sol described herein were done by Ms. Del Sol in the course and scope of her duties as an agent or employee of the Defendant Association and thus the Defendant Association is vicariously liable to Plaintiff for those

actions described herein, all of which breach the fiduciary duties owed Plaintiff by the Association.

177. In or about May 2011 through and including July 11, 2012, Ms. Del Sol, in bad faith and with malice, defamed Plaintiff Goldman by directly or indirectly publishing specific misrepresentations of fact consisting of the particular libelous statements hereby incorporated and adopted from Count I of this Complaint addressing defamation, harming Mrs. Goldman separately and distinctly.

178. Further, from early 2009 to the present, in bad faith and/or with malice, Ms. Del Sol wrongfully misappropriated Plaintiff Goldman's confidential unit owner file resulting in improper disclosure and misuse, including misrepresenting and publishing information contained therein to parties not entitled to receive same, such as Defendant Khromina, who concealed such disclosure with full knowledge of such wrongful publication, thereby harming Mrs. Goldman separately and distinctly.

179. Further, on or about October 31, 2010, Ms. Del Sol, in bad faith and with malice, conspired with defendants Khromina and Niki Capra to have Mrs. Goldman's car towed, causing damages to Mrs. Goldman that were distinct and separate to Mrs. Goldman.

180. In fact, as a result of Ms. Del Sol's actions in part, on or about October 31, 2010, Plaintiff Goldman's vehicle was towed from Plaza 8 specifically the "parking space area" or "parking spot" in front of unit 306; under the false pretense and premise that such "space" was the private property of Defendant Khromina, owner of Unit 306.

181. At all material times stated above, Ms. Del Sol's conduct was conspiratorially carried out upon agreement to commit all of said bad-faith acts or omissions, as alleged above, with defendant directors and officers Greg Capra, Sheila

Caplan, Gaston Siroit, Yelena Fridman, Sondra Farber, and Erik Luca, all of whom instructed, supervised and/or authorized Ms. Del Sol in conspiracy amongst themselves and Ms. Del Sol to commit such acts or omissions, and along with defendant agents Bob Caplan, Niki Capra, and Maria Del Sol, all of whom assisted, abetted and otherwise facilitated execution of such acts or omissions in conspiracy amongst themselves and with Ms. Del Sol.

182. As a direct and consequential result of the Association's and individual Defendants' afore-described breaches of fiduciary duties, separately and/or conspiratorially, Plaintiff Goldman's personal rights have been harmed directly, separately and distinctly, and she has suffered significant damages recoverable pursuant to Fla. Stat. 718.303, inclusive and without limitation, actual damage, monetary loss, reputational harm, emotional distress, mental anguish, loss of consortium, diminution of the quality of enjoyment of life and of her residence, all of which is ongoing in nature, but for which monetary damages are not sought in regard to future harm contingent on securing equitable and injunctive relief to avert such future harm.

Injunctive Relief

183. Equitable and injunctive relief is dually required pursuant to Fla. Stat. 718.303(1) in regard to ordering Defendants to (i) remove the unlawful retaliatory fines imposed upon Ms. Goldman for her AC line, (ii) re-activate Ms. Goldman's and her husband's smart passes and (iii) approve Ms. Goldman's dock permit application.

184. Irreparable harm to Plaintiff Goldman is manifested by Plaintiff Goldman continuing to be persecuted and her rights violated causing her to live in fear for her security, dissemination of private and confidential information, and to avert living in a hostile and oppressive residential environment.

185. Plaintiff Goldman has a clear legal right to the equitable relief requested pursuant to this statutory action governed by the Condominium Act, as affecting unit owner Plaintiff Goldman, directly and distinctly.

186. Inadequate remedy at law exists in regard to preventing the continuing and future abuse by the Defendant Directors, officers, and agents empowered with managerial and directive control on behalf of the Association which would result in permanent damage to Plaintiff primarily, directly, separately and distinctly from any harm to the Association. Monetary relief is only requested to redress past wrongs.

187. Substantial likelihood of success on the merits is indeed virtually assured in view of the numerous statutory breaches of fiduciary duties through bad faith acts with malicious purpose, and/or reckless conduct in disregard of Plaintiff's rights, primarily, directly, separately and distinctly from any harm to the Association.

188. Plaintiff Mrs. Goldman has hired undersigned counsel to represent her in this cause, and has incurred attorney's fees and expenses as a consequential result, for which all such items are recoverable from Defendants pursuant to Fla. Stat. Sect. 718.303 and Paragraph 19.3 of the Declaration of Condominium for the Association.

WHEREFORE, Plaintiff DANA R. GOLDMAN requests that this Court (i) order the Association and individual defendants to cease their harassment of Plaintiff Goldman and defamatory conduct; (ii) order the association to remove the fines imposed on Plaintiff Goldman for her AC line, re-activate her and her husband's Smart Passes, and approve her dock permit application; and (iii) award damages to Plaintiff GOLDMAN against the ASSOCIATION, and/or individual Defendants GREGORY E. CAPRA, NIKOLINA CAPRA, ROBERT S. CAPLAN, SHEILA CAPLAN, YELENA FRIDMAN, GASTON SIROIT, SONDR A FARBER, and ERIK N. LUCA, jointly and

severally, in excess of the jurisdictional amount of this Court, along with attorney's fees and costs and other expenses related to this litigation pursuant to the Condominium Act, the Association's Declaration, and any other relief this Court deems just and proper.

COUNT III – COMMON LAW BREACH OF FIDUCIARY DUTY

**VS ASSOCIATION, GREG CAPRA, ROBERT CAPLAN,
SHEILA CAPLAN, GASTON SIROIT, NIKI CAPRA, YELENA
FRIDMAN, SONDR A FARBER, AND ERIK LUCA**

189. Plaintiff Mrs. Goldman re-alleges and adopts Paragraphs 1-188 of this Complaint, and further alleges as follows:

190. This is a common law action brought by Plaintiff Goldman seeking damages and injunctive/equitable relief for breach of fiduciary duties separate and apart from the statutory duties owed and actionable against the Association and each agent individually, separately and conspiratorially; and is pled **alternatively** to the relief sought in Count II.

191. The Association, through its Directors and their appointees to Board committees, its officers, and its agents has specifically undertaken certain functions relating to protecting Plaintiff Goldman's personal safety, property, and personal rights.

192. As such, Defendants the Association and their representatives have been entrusted by Plaintiff to act with a degree of loyalty and care attendant to such functions, and have been placed in a position of **trust**.

193. This position of trust includes, without limitation, the safeguarding of confidential and/or private unit owner file information of Plaintiff Goldman, the proper enforcement of Association rules as they apply specifically to Plaintiff Goldman, as affecting her personal and property rights directly.

194. Moreover each Defendant has a duty not to disparately treat, or discriminate, or otherwise act against Mrs. Goldman in bad faith, maliciously or with wanton and willful disregard of her human rights, safety, or property in the handling of such fiduciary duties owing to her separately and distinctly from the other unit owners.

195. Specifically, Defendant Mr. Capra, as purported President of the Association and President of the Board, has at all material times maintained a fiduciary relationship with unit owner Plaintiff Goldman as he was entrusted by Plaintiff Goldman to refrain from any wrongful conduct towards Plaintiffs, conspiratorially or otherwise, which violates such duty.

196. Specifically, the Association, vicariously, through the actions of its agent/employee Alvaro Villa, as property manager of Defendant Association, has at all material times maintained a fiduciary relationship with unit owner Plaintiff Goldman to ensure that Mr. Villa refrained from any wrongful conduct towards Plaintiffs, conspiratorially or otherwise, which violates such duty, independent of any separate contractual obligations owed by the property manager to the Association.

197. Specifically, the Association, vicariously, through the actions of its agent/employee Maria Del Sol, has at all material times maintained a fiduciary relationship with unit owner Plaintiff Goldman to ensure that Ms. Del Sol refrained from any wrongful conduct towards Plaintiffs, conspiratorially otherwise, which violates such duty, independent of any separate employer-employee relationship with the Association.

198. A duty implied in law was created in the context of Defendants' positions held for the Association and personally based on the particular relationships of trust and confidence which Plaintiff maintained.

199. The specific entrustment-relationship duties, as more specifically contained in the adopted allegations of Count II, respectively concern, without limitation, refraining from orchestrating a collusive campaign of defamation against Mrs. Goldman as detailed in Counts I herein; averting wrongful denial of Mrs. Goldman's boat dock application; proper safekeeping and confidentiality of her unit owner file; proper enforcement of Association rules and regulations such as the "AC Line" matter affecting Mrs. Goldman's property; and protecting the personal rights and welfare of Plaintiff Goldman directly, separately and distinctly from the Association generally while residing at Poinciana.

200. Defendants have breached their common law duties owing to Plaintiff Goldman directly by betraying the trust placed in them to act in accordance with their fiduciary relationships as alleged in Count II.

201. Plaintiff has adopted those allegations of Count II setting forth the applicable reckless, bad-faith acts and/or omissions committed with malicious purpose or in a manner exhibiting wanton and willful disregard of Plaintiff's human rights, safety, or property, as well as those allegations in support of equitable relief.

202. Defendants acted collusively amongst themselves and the Association in breaching Plaintiff Goldman's entrustment-based relationship, upon agreement to commit the acts stated in Count I, and incorporated herein, all to the damage suffered by Plaintiff Goldman directly, separately, and distinctly.

203. Pursuant to well-founded case precedent, Plaintiff Goldman is owed these duties separately and distinctly from those owed to the Association as a whole and/or or to the other unit owners, and such are owed outside the purview of the statutory provisions under Count II, as: (i) the harms alleged and incorporated herein reflect a

“direct harm” to Mrs. Goldman as a member of the Association, and (ii) Mrs. Goldman has suffered a special injury by the commission of such acts or omissions that is “separate and distinct” from those sustained by the other members. *Dinuro Investments, LLC v. Camacho*, 141 So. 3d 731, 739 (Fla. 3d DCA 2014).

204. As a direct and consequential result of the Association’s and individual Defendants’ afore-described breaches of fiduciary duties, separately and/or conspiratorially, Plaintiff Goldman’s personal rights have been harmed directly, separately and distinctly, and she has suffered significant damages recoverable pursuant to Florida law, inclusive and without limitation, actual damage, monetary loss, reputational harm, emotional distress, mental anguish, loss of consortium, diminution of the quality of enjoyment of life and of her residence, all of which is ongoing in nature, but for which monetary damages are not sought in regard to future harm contingent on securing equitable and injunctive relief to avert such future harm.

Injunctive Relief

205. Equitable and injunctive relief is dually required in regard to ordering Defendants to (i) remove the unlawful retaliatory fines imposed upon Plaintiff Goldman for her AC line, (ii) re-activate Ms. Goldman’s and her husband’s smart passes and (iii) approve Ms. Goldman’s dock permit application.

206. Irreparable harm to Plaintiff Goldman is manifested by her continuing to be persecuted and her rights violated causing her to live in fear for her security, dissemination of private and confidential information, and to avert living in a hostile and oppressive residential environment.

207. Plaintiff Goldman has a clear legal right to the equitable relief requested pursuant to this statutory action governed by the Condominium Act, as affecting unit owner Plaintiff Goldman, directly and distinctly.

208. Inadequate remedy at law exists in regard to preventing the continuing and future abuse by the Defendant Directors, officers, and agents empowered with managerial and directive control on behalf of the Association which would result in permanent damage to Plaintiff primarily, directly, separately and distinctly from any harm to the Association. Monetary relief is only requested to redress past wrongs.

209. Substantial likelihood of success on the merits is indeed virtually assured in view of the numerous statutory breaches of fiduciary duties through bad faith acts with malicious purpose, and/or reckless conduct in disregard of Plaintiff's rights, primarily, directly, separately and distinctly from any harm to the Association.

210. Plaintiff Mrs. Goldman has hired undersigned counsel to represent her in this cause, and has incurred attorney's fees and expenses as a consequential result, for which all such items are recoverable from Defendants pursuant to Fla. Stat. Sect. 718.303 and Paragraph 19.3 of the Declaration of Condominium for the Association.

WHEREFORE, Plaintiff DANA R. GOLDMAN requests that this Court (i) order the Association and individual defendants to cease their harassment of Plaintiff Goldman and defamatory conduct; (ii) order the association to remove the fines imposed on Plaintiff Goldman for her AC line, re-activate her and her husband's Smart Passes, and approve her dock permit application; and (iii) award damages to Plaintiff GOLDMAN against the ASSOCIATION, and/or individual Defendants GREGORY E. CAPRA, NIKOLINA CAPRA, ROBERT S. CAPLAN, SHEILA CAPLAN, YELENA FRIDMAN, GASTON SIROIT, SONDR A FARBER, and ERIK N. LUCA, jointly and

severally, in excess of the jurisdictional amount of this Court, along with attorney's fees and costs and other expenses related to this litigation pursuant to the Condominium Act, the Association's Declaration, and any other relief this Court deems just and proper.

DEMAND FOR TRIAL BY JURY

Plaintiffs DANA R. GOLDMAN and MICHAEL A. GATES, by and through undersigned counsel, hereby file and demand trial by jury of any and all issues so triable.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, on this 5th day of October, 2015, a true and correct copy of the foregoing Notice was served via the Florida Courts E-Filing Portal to: Scott.bassman@csklegal.com; Craig.Minko@csklegal.com, Scott Bassman, Esq., Craig Minko, Esq., Cole Scott & Kissane, P.A., 110 Tower, 110 SE 6th Street, Suite 1850, Fort Lauderdale, Florida 33301.

/s/ Neil D. Kodsi

NEIL D. KODSI, ESQ.

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Counsel for Plaintiffs

EXHIBIT A



Poinciana Island

YACHT AND RACQUET CLUB
CONDOMINIUM ASSOCIATION, INC.

Poinciana Update

May, 2011

Roofs - We are moving ahead with the repairs of the roofs on the Townhouses and Marina Point. All leaks will be fixed and the roofs will now be maintained going forward.

Kiddy Pools - We are moving ahead with the repair and upgrade of the West kiddy pool. The East pool will be filled in and pavers installed that will provide a larger deck area

Clubhouse A/C System - I've signed the contract, plans are being made and the permit applied for. As I said in the last update, the new system will be a two-zone system that will save us money each month and we will get an energy efficiency rebate.

Fire Alarms - There was a new problem in building 1100. The mother board that controls the system went bad. Luckily, we have a maintenance contract with Simplex who is the maker of the system. Since the system is proprietary to Simplex and it is old, parts are hard to get. By having a maintenance contract we are given preference over others that do not. Building 1100 was put on fire-watch until the repair is complete. All-fire is also working on another part of the system and all should be done this week.

Alarm systems are now connected to a central monitoring system. The phone number is 1-888-746-7539

1100 Building. Acc # 210-3784

1200 Building. Acc # 210-3787

1400 Building. Acc # 210-3790

1500 Building. Acc# 210-3794

1600 Building. Acc# 210-3798

1700 Building. Acc# 210-3802

Water pumps - They are being replaced now and the risk of flooding will be reduced or eliminated to the point as it would be expected with the system working at full capacity.

Reserve Study - Dreux Isaac & Associates were here on Thursday April 21st to review the island and get the information needed to complete an updated reserve study. We have voted against reserves each year and have paid for things as needed. However, we need the updated study to apply for Fannie Mae mortgage certification.

Audit of the books - The audit of the books for last year has been completed by a certified CPA.

Landscaping – The Island is looking great and new flowers will be planted soon.

Collections – There are three or four owners that make up a large percentage of the unpaid maintenance in total arrears. Yet we have collected a considerable amount over the last year and have made payment plans with several owners. You can get a list of those that have not paid at the office if you wish.

Employee Handbook – The information needed for an employee handbook has been compiled by Maria and will be sent to an employment attorney to complete. He has given us a very good flat fee to do this.

Amendment – About two years ago I learned that our documents did not allow the association the authority to deny a child molester to rent a unit in Poinciana. This child molester was denied, but sued the association and won. Our attorney informed the board that our documents do not provide the ability to deny and this person did move in. The person has since moved out. While a screening process is still done that includes a background check, our documents do not have the wording required to say no to child molesters or worse. For that reason, I asked our attorney to amend the documents.

To fully protect the association, our attorney provided in the amendment the power for the board to pass a special assessment if it was forced to buy a unit to stop an undesirable person from moving in. Or it could find a new buyer for the unit. Some owners that I will refer to in this letter as **"the group"** started a negative campaign by telling others that the board was doing this so it could secretly buy units. While there was no truth to this at all (there has never been anything but false rumors and lies from this **negative group** that tries to undermined any positive improvement) the board thought it reasonable for a committee to be formed to review the amendment and work on an update to it that would be acceptable to all.

The review of the amendment by the committee started in September of 2010 with Bernie Meyer of unit 453 as the chair person of the committee. On September 18th I sent Bernie my answers to all concerns about the amendment, but to my surprise no response from the committee ever came. The committee or **"the group"** as I refer to them had much larger goals.

What followed was a meeting that I was asked to come to on Sunday October 17th 2010 that was attended by **"the group"** and led by Larry Marro of unit 237, his wife Martha and Valerie Mafdal of 241 (241 recently unit sold their for 575K). Also there was Moshe Weiss of 244, Michael and Dana Gates of 308, Jana Boruchovich of 419, Vladimir Shekkel of 391 and lastly Bernie Meyer of 453 there. Bernie seemed to be trying to play the good cop at the meeting against the bad cop group. However, it became clear to me that they were all acting together to destroy the board. There may have been others there, I don't recall, but these are the main Poinciana dissidents that incite the rumors and attempt to stop progress at every turn.

To make a long story short, **"the group"** claimed that two board members Gaston Siroit and Sheila Caplan were stealing money and they wanted them to step down from the board. If they did step down, **"the group"** said they would not call the authorities to press charges.

They also wanted Yelena Fridman to step down. "The group" just doesn't like her husband, so they wanted her off the board as well.

For the exchange of letting the so called criminals go quietly in the night, "the group" wanted three positions on the board. Bernie Meyer would be the President, Martha Marro the Treasurer and Valerie Mafdal Secretary. Me, I would be allowed to stay on the board since I was okay and can help. Can you imagine?

What a coup was at hand on Poinciana Island! "The group" claimed to have the smoking gun - undisputed proof of the theft by these board members and would see their claims prosecuted! Unless.....

I relayed "the group's" message to the board members in question. Their answer; let them do whatever they want, they are liars and we have nothing to hide. Just what I wanted to hear!

What happened next you ask? I told "the group" the answer from those board members. What drama at Poinciana! Can you take it?

What did "the group" do? NOTHING, NOTHING, NOTHING! Can you believe what nerve these people have? What lairs! "The group" slid away back under the rock from which they came. They were all full of S^#T. But of course we still hear from them with new false rumors from time to time. "The group" is made up those that want to bring in a Management Company and fire all our help.

Remember the names of those in "the group" at the time of the election for a new board. They do all they can to undermined the work of our Manager Alvaro, Maria, Alfonso, the Board of Directors and to misinform you. They will fire the great people we have working for Poinciana and bring in a Management Company if elected, and we all have heard the horrors stories related to them.

With "the group" silent, I pressed forward to work on the Amendment to our documents that would protect us all by allowing the Board to refuse a serious criminal from buying or leasing a unit on Poinciana. Our attorney Roberto Blanch, Bernie Meyer and I worked over several months to produce an amendment that We believed everyone would be comfortable with. By the end of March, we were all in agreement. The old document and the new Amendment were then sent to all owners and the meeting was set to approve it.

Going into the meeting that night I thought that Bernie Meyer had put a sincere, honest effort to make the Amendment and was going to support the work we had put into doing it. However, the night of the vote Bernie Meyer put out a letter opposing the very document that he agreed to! His grunt Michael Gates of unit 308 was at the front entrance handing out his letter. Our attorney and I were shocked to say the least since we had all agreed that this was a document that everyone would be happy with and a great move to protect the association. Bernie Meyer had shot every unit owner in the back for "the group."

If he really had concerns about the amendment, why didn't he say so when we were paying our attorney per hour on the phone? In truth, he and the rest of "the group" used this

moment to try and remove Niki Capra from the screening committee. That is what he and "the group" wanted to agree to support the Amendment. Our attorney told Bernie that this was improper after all the time and expense that it took to get to this point. That being said, why didn't all the board members vote for the amendment as they should have in the best interest of everyone regardless?

By the way, Niki has done a consistent great job of screening and has been available on a moment's notice to help new buyers and the office complete the transaction. Bob Caplan and Stan Fridman are also on the screening committee.

What happened next was that Steven Bard (Board member) brought up what I thought was a valid concern at the moment. He said, I don't want to give this or any other board more power than they already have. I thought, okay, that is reasonable, but what power did this amendment provide a board that it does not have now?

A statement like this without clarification is worthless, so I asked our attorney Roberto Blanch who was sitting there, what additional power? His answer was, Well, if you had a criminal like Charles Manson (he is a serial killer if you don't know the name) that wanted to buy or lease a unit in Poinciana the board would be able to say no under the new Amendment, not the old one. The old document does not allow you to say no. **WHAT IS WRONG WITH THAT?** I asked all in the audience that question. Realize, I was asking this to an audience that was made up of "the group" for the most part. Steven voted the Amendment down as did Jack Bitton who mindlessly follows what "the group" tells him. Why would anyone vote against something so right for all?

We have already suffered for not passing this Amendment, but I'll report on that another time. This amendment should and must be passed in the future. Next.....

The Aresty Letter Recently Sent to Owners -

A letter dated April 26, 2011 was sent out to you by Joel Aresty and Pattie Sieber/Aresty. It actually said it was from Joel and Pattie Aresty, but Pattie uses her other husband's last name Sieber as the owner of unit 449 and Aresty at other times. It's not clear which man she is married to, or if she is married at all, so she is referred to as Pattie Sieber/Aresty, even by Joel Aresty.

The letter that was sent by my wife's attorney Ilona Fridman was directed to the Members and Visitors of the Poinciana Island Yahoo group. Since the forum was open to anyone on the internet, Visitors could easily be in the hundreds or even the thousands. For that reason, my wife mailed the letter to everyone on the island to make them aware of what had happened.

This Poinciana Island Yahoo group is controlled by Moshe Weiss of unit 244 and he does not allow anyone but "the group" access. For that reason, he should not be allowed to use the Poinciana name or moderate the group. The association should own the group and be moderated by our manager. Wouldn't you agree?

So you know, Aresty's bolded words in their letter "**hopefully at their own expense**" are supposed to provoke you to thinking and maybe to start a rumor that I would use Association funds to pay for my wife's expense to mail those letters. This is how "**the group**" works.

Yes Niki and I are married. By the way, a prior board used Association funds to research if we were in an attempt to keep me off the board. "**The group**" hates the fact that I do get things done and have been vocal about others mismanagement.

Let me make it clear that this is the type of Garbage that walks, floats and slithers on Poinciana Island Dr. and on the boardwalk in an attempt to upset owners and into thinking someone on the board is stealing or worse.

Please, if you are told rumors of something illegal or questionably being done, bring it to me immediately. I will give you the facts or find out.

On a side note, my wife Niki would like to thank all of you for your outpouring of support. We were overwhelmed by how many of you called her or made a point to talk to her on the island to say thank you for the letter and that it was about time someone did something to stop the false and defamatory statements that fly around. The letter was very well received, not taken as a threat and just made everyone aware of what occurred.

It's not pleasant to sue a neighbor, but those that freely attempt to destroy another's character and reputation must realize that such offensive actions don't always go away without repercussions. Making everyone aware of what happened just might stop this from continuing in the future.

It is clear from the Aresty's letter that Joel and Pattie strongly believe that they or anyone else that is a neighbor should be allowed to say and post on the internet that you are Mentally ILL, Immoral, Dishonest, Trailer Park Trash (TPT) and any other profanity they wish without consequence. This is actually what Barbara Scott of unit 416 called my wife Niki on the internet forum. Would any of you accept such things said about you? I doubt it.

It's hard to believe Aresty is a lawyer and does not understand the law on this point. In fact, the judge that heard the case against Scott told Aresty that even if he allowed witnesses - Barbara Scott would be found guilty. The judge went into a long explanation of the law to explain it to Mr. Aresty, but Aresty just didn't get it. The judge finally gave him a tongue lashing and sat him down like a scolded puppy. Enough on this.....

On the last Poinciana Update I made you aware of Pattie Selber/Aresty's paper war on the office.

Well, after asking for volumes of information her main focus was.....

Does Greg Capra and Sheila Caplan pay their monthly maintenance and Special Assessments? Why didn't the Arestys tell you what they found out in their letter?

Well, Let me tell you.. OH GEE! The Capra's paid a year's maintenance in advance and paid the whole Special Assessment at once. The Caplans? OH... They pay months ahead of time and paid the whole Special Assessment at once as well.

No smoking gun for Poor Pattie ☹ Too Bad Pattie. But wait..... With all the volumes of information she asked for - she might of checked if bills are being paid and to who, wouldn't you think? NOPE! She only wanted to see the registration for my boat and if I have insurance on file at the office. What do you know, it was there as well. Again, no smoking gun for Poor Pattie.

Oh wait, I was slightly wrong, Pattie did say that she got something from that vast amount of information she requested. She got Mailing Labels! She made four workers compile information for three days and Poor Pattie got mailing labels! Well, she was able to confirm that Capras and Caplans pay their maintenance, Pattie, I hope you sleep better at night knowing that the Capra's and Caplan's pay their bills.

You see, the Aresty's main focus is to try and undermined me as President of the Board. But what does anything in the Aresty's letter really have to do with me being a board member or anything not being run well on the island? Nothing and the Island has never run better.

But if they can make you think that I am a bad guy even without any substance of facts they just might be able to get themselves and their small negative group on the board. Then **"the group" can bring in the MANAGEMENT COMPANY they want, fire Alvaro our manager, fire Alfonso our supervisor and fire Maria our bookkeeper that does so much more than just the books.**

Arestys brought up the \$250,000 dollars in reserve funds in their letter. It seems that no one can explain where that money went and no one is talking. Pattie was the Treasurer at the time, so it's reasonable to think she should have an answer for this and the documentation as to where the money went. Rather, the Arestys' answer is - a demand for retraction. Pattie let us all know where the money went.

A retraction of what? The update letter said - she was recently confronted as to where \$250,000 thousand dollars in Reserves went years ago when she was the Treasurer and Sarah Anderson was President. We may never know the answer to that, but the timing of this "paper war" on the office seems connected to these events. She has even asked for the same information more than once. Maybe she just forgot she asked for it already...

No there will be no retraction.

If there isn't anything to cover up, Pattie Aresty and Sarah Anderson of unit 255 that was the President at the time should explain how the money was used and why the reverses were not replaced. **Wouldn't you all like to know?**

Pattie Aresty should also explain how the decision was made to spend Special Assessment funds on an expensive party when she was the Treasurer. Maybe that is why she never gave a Treasurer's report at that time on the board. It would be very hard to explain spending money illegally.

Many of you have asked, what does Pattle Aresty look like? Her picture is below. Now you know and can tell her what you think when you see her. Especially those that she reports to the city for fixing up their property,



Neighbors, if you want the truth or have any questions about what is happened here at Poinciana you are welcome to e-mail me at gregc22@bellsouth.net.

As President of the Board

Greg Capra

Unit 257

EXHIBIT B



Poinciana Island

YACHT AND RACQUET CLUB
CONDOMINIUM ASSOCIATION, INC.

Poinciana Update

May, 9 2011

On Tuesday night, there is a meeting to approve the budget that was sent you over a month ago. As I mentioned on the last update, the audit of the books has been completed by our CPA and we will be able to keep the monthly maintenance as it has been. However, to maintain our current maintenance payment the majority of owners would have to vote AGAINST RESERVES. If you have not voted please bring your vote to the office. If you do not have the form the office will give you another form. Also, if you can make it to the meeting - please come.

Lastly, there was a letter sent out to you that was not signed by anyone, but we can be sure it was from "the group." I told you about them in the prior update and about their lies and their attempts to disrupt this board. This letter is another attempt that is full of lies that I will address.

The Amendment I explained to you in the prior update. What was said in that letter is that four board members would have the right to buy homes. This is a lie. Read the Amendment yourself that was sent in the mail. You will see that there is nothing saying that. Another lie from the group.

The Management Company was overwhelmingly asked by the majority of owners that the board NOT approved it. The phones did not stop ringing in the office and many e-mails were sent saying NO WAY to a Management Company! You spoke and it didn't happen. Another lie from the group.

Voting by someone that has not paid their maintenance should not be allowed, let alone be a Board Member. It's not pennies of course and this is another lie. Our documents state that any board member that is 30-days in arrears is automatically resigned from the board. Jack Bliton, a board member and group member had an unpaid balance that was much more than 50 dollars for over 2 years. But the amount doesn't matter. He was asked to pay his arrears prior to the last meeting three times and didn't. I think that you agree that Board Members should Not be given special treatment so they can get away with NOT paying their assessments. I won't allow it. To call him a victim of fraud is another lie by "the group." The office will confirm what I've told is true you if you ask. Another lie from the group.

The letter and the comments in it were not signed by anyone. This in itself tells you that this is a group of cowards. Their letter of propaganda was all lies. My wife and I have been harassed by "the group" in any underhanded way they can think of. This includes calling Sunny Isles Police and Marine Police with false claims. The police found ALL their claims to be lies.

Sarah Anderson of unit 255 called the Police and filed a false report that my daughter threw an egg at her house and broke a window. When the Police arrived, Anderson told them that she has a video of her doing it. When asked to see the video there was none. Not only did Police find her claim to be false, they said the broken window she claimed to be broken had been broken for a long time. They also said that she was inebriated and her speech was slurred. Enough said.

Another lie from the group.

Sarah Anderson was the President of the Board and Pattle Seiber/Aresty the Treasurer (unit 449 and also in "the group") when \$250,000 dollars in Reserves disappeared. They are not talking about what happened with that money. Why?

Below is an e-mail sent last week from Board Member Sheila Caplan that has lived here over 20 years to Board Member Steven Bard that has also lived here that long.

Steven,

I lived here when we had hundreds of thousands of dollars in our reserve acct. When Sarah Anderson was president this money disappeared over the time span that Sarah presided in. The money was not used for reserve items and it was never explained as to where it was spent. This is now part of our history. You and I know that is why we vote down reserves every year because we are afraid some Board may do this again. Regardless, it still bothers me that these "neighbors" that disagree with the way the majority of the Board is doing things (and these people are a group of 10) seem to feel by being loudly and nastily vocal that they, not the majority of our homeowners, should have their views be dictated to us. They have become personal in their vendettas against the Board members (me included) and this is unacceptable. Sheila Caplan

No one knows where the money went, even those that have lived here many years. Amazing!

No word from Pattle of unit 449 yet on the spending Special Assessment funds on a party when she was Treasurer. However, Joel Aresty has threatened to sue the association if a retraction about her in Poinciana Update is not forthcoming. There were NO untruths, so there is nothing to retract.

Sarah Anderson also has a history of suing the Association. After she was removed from the Board of Directors by the other Directors she placed propaganda letters at everyone doors at night and was fined for that. She sued her neighbors and collected a large sum of money. However, check the delinquent list at the office for who has not paid maintenance and Special Assessments in years.

Sarah Anderson and Pattie Sieber/Aresty do not like the light of their shameful past and present shined on them. The depraved limits to which they and the other members of "the group" that I named in the last update (if you need a copy ask the office) have no bounds! The lie about Mr. Fridman will be addressed with these cowards that have defamed him by his lawyer, if they ever give their names to all of us.

It's become obvious that there is a cost to be a board member here at Poinciana. Especially, the President, but it has nothing to do with money. It's the attacks by those that hate positive change and progress. These range from personal attacks to lies about stealing and board payoffs to prior managers. As I said, these people have no limits to their deception and lies. If you hear a rumor, contact the office for the truth.

Putting the negative group aside, having made many positive changes that have increased all of our property values, the beauty of the island and your support makes it worth it. **Thank you for the all e-mails and calls of appreciation.** Without giving names and personal comments I will share one response with you.

Hi Greg,

Thank you for being an excellent and credible President. We need you - please keep it up.

Best wishes to Niki and yourself,

"The group" has done and will continue to do their worst to try and discredit the positive changes that have happened and are happening at Poinciana. Don't believe the lies & rumors meant to alarm you. Just call the office for the truth. My message to "the group" is I will continue to shine the light of truth on all of you every time.

If you have comments, suggestions or want the Truth please e-mail me at gregc22@bellsouth.net

As President of the Board,

Greg Capra

Greg Capra Pres.

EXHIBIT C



POINCIANA ISLAND YACHT & RACQUET CLUB

November 18, 2011

NEWS LETTER

BY GREG CAPRA

AND

THE BOARD OF DIRECTORS

I have mentioned this in a letter last year, but will repeat it because of this issue and for those that are new residents of Poinciana. The funds to rebuild our front entrance and complete many projects related to the 2.3 million dollar Wilma Special Assessment sat dormant for over four years. As President, I saw to it that these projects were completed. All of them, but mostly the front entrance and Clubhouse overhaul helped increase property values and sales considerably in a very bad economy. Of course, this not to suggest it was all me. These projects could not have happened without the support and help of others.

It's said that being a Board member is a thankless job and I doubt anyone is a Board member, especially President of the Board, for purpose of receiving thanks. However, to do this for the community and be accused of doing things illegal without any shred of proof is beyond belief. I will see to it that the person or persons responsible will be exposed and then dragged into court to pay.

Further attacks have now switched to an assault on the office for an endless stream of documents, calls to the City of Sunny Isles and DERM for the purpose of causing violations if possible, which is costing us all money as well. For the initial costs of these read on, but the cost to you beyond paying for this through the Association is yet to be seen.

So we ask: Why?

Joel and Patti Aresty of unit 449 have requested and received the following documents: (Joel ran for the board in the last election, but was not elected).

Approximately Thirty Thousand (30,000) pages, Ninety Nine (99) manpower hours were required to assemble these documents with an approximate manpower cost of One Thousand, Nine Hundred Sixty Nine Dollars and Forty Cents (\$1,969.40).

Jana Boruchovich of unit 419 has requested and received the following documents:

Approximately Two Hundred (200) pages, Four (4) manpower hours were required to assemble these documents with an approximate manpower cost of One Hundred, Thirty Five Dollars and Twenty Cents (\$135.20).

Dana Goldman of unit 308 has requested and received the following documents: She ran for the board in the last election, but was not elected. **Michael Gates** also of unit 308 is sent by **Goldman** to copy the documents.

Larry Marro of unit 237 requested many of the same documents Goldman did, but decided he would look at the documents copied by Goldman's representative. Marro's wife ran for the board in the last election, but was not elected.

Approximately Thirty Thousand (30,000) pages, Sixty Eight (68) manpower hours were used to assemble these documents and still counting as their last two voluminous requests have not been completed as of today. The approximate manpower cost to date is Two Thousand, Four Hundred Ninety Four Dollars (\$2,494.00).

Moshe Weitz of unit 244 has requested the following documents:

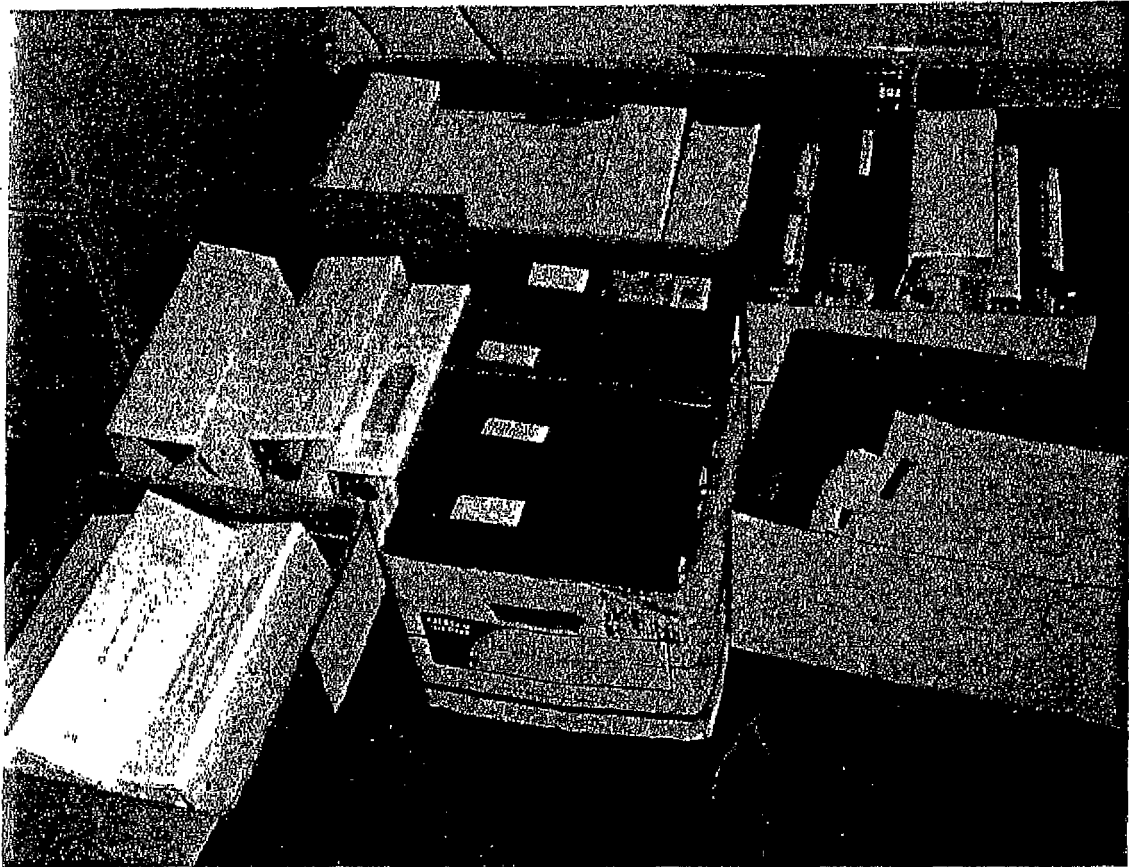
Approximately Four Hundred (400) pages, Two (2) manpower hours were required to assemble these documents with an approximate manpower cost of Forty Six Dollars (\$46.00). By the way, he never assisted his appointment to view the documents.

Bernie Myers of unit 453 has requested and received the following documents for review: He ran for the board in the last election, but was not elected.

Approximately One Thousand, Four Hundred (1,400) pages, Six (6) manpower hours were required to assemble these documents with an approximate manpower cost of Two Hundred Twenty Seven Dollars (\$227.00).

Dana Goldman has requested additional time for **Gates** to review/copy documents for her claiming:

"Due to the condition of the Associations' Accounting Records pursuant to my official records request dated November 1, 2011, which my husband Michael Gates has indicated are in complete disorder and disarray, I hereby request a minimum of two (2) follow-up appointments next week, each a minimum of two (2) hours, to further in this inspection, and the following week and so on, until this inspection request is fulfilled and complete."



Our Topps accounting system was upgraded some-time ago and is the same system used by condo management companies, many condominium associations and accounting firms. Our accountants who performed our yearly audits and certify them found our records in order and in keeping with accepted accounting practices. Since neither **Ms. Goldman** nor **Mr. Gates** are accountants, maybe **Mr. Gates** just does not know what he is looking at.

In any event, the burden that these requests have placed on the office staff is beyond what is reasonable. Our attorneys recognized the abuse and recommended the current rules that have been adopted related to the request of documents to defend against this harassment. Unfortunately, the law requires a 30-day window before the rules can take effect. Within that 30-day time period these owners increased the volume of requests which is overwhelming the office. If the office staff sounds stressed, you now know why.

The approximate total number of the documents requested amounts to Sixty Two Thousand (62, 000) pages with a total of One Hundred Seventy Nine (179) manpower hours and an approximate manpower cost of Six Thousand Dollars (\$6,000).

Challenges made against Board of Directors have cost the Association approximately Eleven Thousand Dollars (\$11,000) in lawyer fees required to obtain legal opinions.

It is quite apparent by the volume of requests from this group that this is not just the gathering of information; it's a harassment of the office. Now all the residents of Poinciana Island are paying for the time and labor required to assemble these documents for review and the many hours that our manager spends watching them being viewed and copied.

So we ask: Why?

This group's challenges of Board decisions have cost the Association money to have their challenges reviewed by our attorneys. The legal opinions indicated there was no basis for their challenges.

This has not stopped the Witch Hunt!

The harassment does not stop there and really exposes all of us to unknown costs. Recent complaints made to the City's Code enforcement against the Association and residents create far-reaching consequences for all of us financially. We, as an Association are now dealing with the following:

Michael Gates living in unit 308 reported townhouse Unit 252 to Sunny Isles Beach Code Enforcement for having a non-permitted balcony enclosure. This enclosure was built 27 years ago when the City of Sunny Isles Beach was the City of North Miami Beach and part of unincorporated Dade County. A second complaint was made pertaining to Townhouse unit 306, again for having a non-permitted balcony enclosure. **WHY did he do this? Plus, he's not even a unit owner!**

As a result, Sunny Isles Beach Code Enforcement requested a list from our management office of all Townhouses that have balcony enclosures. There are 62 townhouses with

balcony enclosures. Because of these complaints the building department is checking into which of these Town House balcony enclosures were permitted.

Talk about opening a can of worms! Preliminary research indicates there may be only approximately five Town House balcony enclosures with the proper permits. This means as many as 57 units could be subject to violations and costs. Do you have a balcony enclosure? Each Unit Owner will have to produce a copy of their Permit or face a Code Violation from the Building Department. If the Building Department follows through - Get your checkbook out.

Mr. Gates says that the balcony enclosure in unit 308 owned by **Dana Goldman** and where he lives was permitted. They made sure the pain that they planned to carry out against others was not going to backfire against **Goldman** from the City. How calculating was **Gates's** and **Goldman's** plan against neighbors!

A third complaint was made to Code Enforcement for repair of a boardwalk piling behind unit 308 for a repair without a permit, coincidence? This prompted the Code Enforcement officer to continue his inspection of the boardwalk which revealed many pilings repaired and structural work performed without the proper permits. Presently, there are approximately 80 pilings which have been or need to be repaired or reinforced to extend their life. The only permit issued was for the resurfacing of the boardwalk and was never amended when it was apparent structural repairs had to be made. A separate Permit had to be applied for with signed and sealed drawings. What did we pay **Moshe Weitz** who was the engineer for the boardwalk at the time \$7,500 for?

To rectify this Violation, we have hired a qualified structural engineer (Arbab Engineering) to provide proper drawings for the pilings. However, the building department has informed us that we must receive approval from DERM before the City will issue the permit that they require. I am working on that with Alvaro and hope to overcome the Poindiana history with DERM. Those of you that know the history understand the far-reaching seriousness of what could result from what started with this spiteful complaint to the City.

WHY?

As you all know, the last election for the Board of Directors was heavily campaigned by those that lost. They based their campaign on personal attacks against many of us that were past members and now current board members.

You may remember one of the most ridiculous attacks was from Joel and Pattie Aresty of unit 449 standing at the front entrance with a sign stating "Greg Capra is a liar." This group promised they would prove there is a "Smoking Gun" and claimed Board Members were stealing money. Dana Goldman - who ran for the board - of unit 308 went so far as to tell a Board Member in an open meeting "I will see you in stripes." We all thought this childish behavior was behind us after the election, but that isn't so. It's worse than ever and it's now costing you money. For some of you in townhomes, the cost may turn out to be significant. Some in Marina Point may have costs as well. Read on.

Before we get into how a few owners and one non-owner that I have referred to in the past as "The Group" have kept up their battle in an attempt to damage the name of Poinclana and the Board. This week one of the group (we will find out who it is or if it was several of the group acting together) posted on a website libelous comments about myself and Gaston Sirlot. These comments not only attack our good names, it has the potential to damage all of you.

In the post it says among other lies that I, Greg Capra and Gaston Sirlot have taken and given bribes. It also states that I have caused property values to decline by thousands of dollars. To post such a lie about Board members of the Association can have a direct effect on all of our property values. This being the case, the Association's attorney is addressing the issue with the website. The cost for this will be paid by all of us.

If anyone has knowledge of who the author of these lies are please make the office aware of their name. This person or persons will be known eventually by subpoena to the website to give up the author's name. This will be followed by a liable suit against the lowlife that did this.

So we ask: Why the Witch Hunt?

Some positive news! Over the next few weeks, our new entrance will be further enhanced when the shopping center south of our entrance is demolished. The City will then convert this site into a passive park. Demolition of the shopping center on the north side will most likely take place sometime after the first of the year. When completed, the parks on both the north and south of us will have a series of coral stone columns similar to the wall built on the North side of Atlantic Avenue. However, rather than a solid coral stone wall the space between the columns will have open fencing to provide a view of the waterway. When the parks are completed the city will remove our existing planters, add new landscaping to integrate with the new parks. Our front entrance will be the central focus point. It took months working with the City to accomplish these improvements. The new front entrance made a huge impact on City officials and their willingness to invest in Poinciana. Can you imagine how this will help property values!

Remember

Our books undergo a certified yearly audit that is filed with the State and the current Board of Directors election results were also certified by the state.

So again we ask: Why the Witch Hunt?

Greg Capra
President of the Board

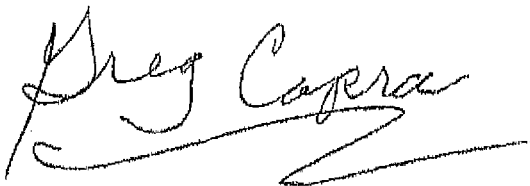
A handwritten signature in black ink that reads "Greg Capra". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

EXHIBIT D



Polnciana Island Yacht And Racquet Club Condominium Association
350 Polnciana Island Drive · Sunny Isles Beach, FL · 33160
T: 305-947-2111 – F: 305-940-3958

Dear Neighbors,

February 1st, 2012

As you know, the board passed a Special Assessment at the prior Board meeting. As part of that Special Assessment are the milling and repaving of the road and Plaza areas, replacement of broken curbs, additional roof repairs, legal expense short-fall, the painting of Plazas and Marina Point garages and parking areas.

Rather than wait several months to collect the funds in order to do these repairs, a short-term line of credit for a part of the Special Assessment (200K) will be obtained. This will allow us to do those repairs now. In addition, we will be able to replace some of the funds back to the operating account that were spent on the items that were listed in the Special Assessment last year.

Considering that about 50k a month in Special Assessment funds will be collected and that we are not borrowing the full amount of the Special Assessment, it's anticipated that funds will be paid back in less than four months. Depending on the timing of the repairs, it's possible that the full line of credit will not be borrowed at all. But we will have that option if needed.

In the last update, (you can get a copy of that update at the office if you don't have it) you were told about certain unit owners that have been calling City Code Enforcement to harass Board members and the management office.

One of the calls to the Code Enforcement was to report a Board member's enclosure that was done about 27-years ago without a permit. Sunny Isles did not exist as town 27-years ago, but I assume permitting was needed. Since very few units have permits for enclosures we can assume that most owners were not aware it was needed. There are about 60 of these unpermitted townhouse enclosures. Marina Point has not come under the microscope yet, but it is likely to now. If you have an enclosure - expect a violation from the City.

In addition, if you have a floating structure in the water or a finger pier - expect a violation. If you have security cameras - expect a violation. There may be other violations coming that we do not know about yet. It appears that a wave of violations is coming our way because of a few evil people.

For this reason, I wrote to Sunny Isles Code Enforcement officials, the City Manager and the Mayor about these people and asked, how are we were going to deal with this situation?

The City does realize that they are being used as a way to harass. However, they must respond to the calls and now have a major issue to deal with at Poinciana.

In response to my letter, the City Manager offered to speak to the Board about how the City is going to deal with these violations. This will happen at the next Board meeting on Monday February 6th at 6:50 PM. If you can make it please attend and be informed about this violation issue.

Regards,

Greg Capra
President of the Board

EXHIBIT E



Poinciana Island Yacht And Racquet Club Condominium Association
350 Poinciana Island Drive · Sunny Isles Beach, FL · 33160
T: 305-947-2111 – F: 305-940-3958

MANAGER'S REPORT

By Alvaro Villa
March 30th, 2012

Dear Residents:

We are rapidly approaching the 2012 Atlantic Hurricane Season which officially begins June 1st and ends November 30th and we would like to take this opportunity to offer our residents a few safety tips for you to follow which will help you to remain safe. We are also providing an attached checklist of items you should have in case a hurricane does approach our island.

HURRICANE SAFETY TIPS:

Remove outdoor items which can be blown away, board up windows, fill gas tanks and extra containers, be sure to have extra cash on hand, move furniture away from windows, store important documents in waterproof containers, make sure your hurricane kit includes an extra supply of prescription medications, also have over the counter medications and/or a first aid kit, be sure to have enough non-perishable food for each person for 3-7 days and bottled water at least one gallon per person per day, have extra pet food if you own one, be sure to have a supply of hygiene products. You should also look ahead at shelters or lodgings in case of evacuation for yourselves as well as any pets.

We also want to inform you that as a preventive safety measure, at the beginning of April we will begin trimming all trees, palm trees as well as coconut palm trees. We will be sending out notices, in advance, to the sections of the Island where our maintenance crew will be working to prepare all our residents and allow enough time to station their vehicles appropriately. We appreciate your patience and cooperation while this project is underway. Please note that those unit owners having coconut palms on their property are responsible for the trimming of those palms and the costs.

- Following please find a list of policies and procedures which we have either put into place to better serve our community or have updated to simplify the processes:

Janitorial/Maintenance Schedules

In addition to our Covenant Enforcement Procedures which are already in place, we have created a Janitorial/Maintenance Schedule to include Preventive Maintenance to be sure all areas of the island are serviced such as Daily Cleaning Routines for the Plazas, Marina Point, Front Entrance, Guard House, Bridge, Clubhouse, Boardwalk, Gym, East Pool, West Pool, Elevators, Walkways and Garages. The Preventive Maintenance Schedule includes the regular testing of the Irrigation, fire alarm and fire sprinkler systems as well as the emergency generators, the regular pressure cleaning and painting (where needed) of the roof tiles, boardwalk and seawall, the bridge, tennis court, play ground, speed bumps and curbs as well as the pavers, front walks of the units and walkways. The cleaning, painting and maintaining of the lift stations, sewer and storm drains, outfall, light poles, floors, pipes and pumps in the pump rooms and machine rooms, skylights to mention a few. We are certain that this schedule will allow us to cover all areas on our island at least once if not more than a year.

Architectural Modification Request

Our Architectural Committee has succeeded in simplifying our Architectural Modification Request making it more straightforward as to what is required by the association. We would like to remind you that any architectural/structural modifications and/or improvements, to any units including electric or plumbing modifications needs approval from the Association as well as the City of Sunny Isles Beach. We would further like to remind you that any unit owner that has received a violation from the city for an existing unpermitted modification such as security cameras or enclosures still needs to follow the procedure and obtain an Architectural Modification Request, the committee approval and an approval letter from the association in order to apply for an after-the-fact permit from the City of Sunny Isles Beach.

Enclosures

The City of Sunny Isles is in the process of organizing the issuance of violations for unpermitted enclosures of Townhouses, which is almost all of them according to the city. This will be followed up in Marina Point as well. This was the result of a unit owner's spiteful action against Board members, by calling the city to report work that was done over 20 years ago. The Board President, Vice President, Architectural Committee Chairman and I have met with members of the City Code Enforcement Department to organize this process. The City will work with the Association to make this process as fast and painless as possible for all. However, enclosures that do not meet with code standards will need to be upgraded or removed.

Screening Applications

Screening Procedures for both Purchases as well as Rentals has been implemented to include a background check for all those wishing to reside on the Island.

Employee Handbook

The completed Employee Handbook contains Poinciana Island Yacht And Racquet Club, Condominium Association, Inc.'s policies and procedures, benefits, responsibilities as well as frequently asked questions. These policies and procedures will be regularly reviewed in order to revise, modify or discontinue any points as necessary to meet our or our employees' needs or to reflect a change in circumstances. There may also be situations that occur which may not be addressed in the manual and will need to be dealt with as they take place.

- **The following are a list of projects that have been completed and others that will commence in the next few months:**

Kiddy Pool Restoration

Karisma Pools has completed the kiddy pool restoration and it has passed all the inspections needed from the City of Sunny Isles Beach and we have a final approval for the electrical, the plumbing and the building / structural permits which have been closed. Now we are pending the final inspection by the Health Department which will be completed shortly and we wish for all of the residents with small children, enjoy your summer!

Milling, Paving and Striping of our Roads Curb Repairs

We are in the final stages of discussion and consequent approval of the company which will be performing the milling, paving and striping of our roads. It was an arduous task but we are in the conclusive stages of approval in order to commence this project, which will probably be in May of this year. This venture will take approximately three to four weeks to complete. Additionally, this project is going to take quite a bit of coordination between management the contractor and all the residents in Poinciana Island. You will be receiving notices as to when and where work will be performed, allowing you enough time to move your vehicles so the contractor may perform their duties. We ask for your cooperation and patience while labor is being completed. At the same time and as part of the same project approximately 360 feet of broken curbs will be replaced.

Speed Bumps and Speed Limit

As part of the milling, paving and striping project we will also be adding two additional speed bumps due to the fact that it has been observed and we have also received complaints in reference to speeding on the Island. We want to take this opportunity to remind all the residents that the speed limit in Poinciana Island is 10MPH.

Sewer Lift Station

Now that we are getting ready to repair all the paving and the broken curbs in Poinciana Island, there is a much needed project that has been on my list for a very long time, and this is the perfect time to get it done with the approval of the Board:

The main sewer lift station that serves the whole Island and that is located between plazas 8 and 10 is currently operated by regular electrical power controlled by FPL. In the event that there is a power outage, this pumps will stop working, causing all kinds of problems on our Island and to all their residents.

Our Electrician CPS Electric will connect this lift station to our emergency power located near building 1200 in marina point, this way if there is ever a power outage the pumps will continue to work getting the electricity from our emergency generator located in marina point.

To get this done it will be necessary to cut the paving and make a trench in order to run all the electrical pipes needed for this project, this is why this is the perfect time to get it done before the road repairs are done.

Common Areas

We would like to take the opportunity to remind all the residents of Poinciana Island that all small children must always be accompanied by an adult while traveling along any common areas on the island, including the pools, the playground, etc.

Garages in Marina Point and Pavers in the Plazas

Immediately after the completion of the milling, paving and the curb repairs, two projects will follow which will be pressure cleaning and painting of the garages in marina point and all the pavers in the plazas.

Elevator Inspections

All of our 18 elevators were scheduled for the annual inspections at the end of March with Up & Down Elevator Inspections, Inc. As we all know, it is a little difficult to receive a clean bill of health the first time around for thirty year old elevators. However, there are only few violations that must be corrected before we are issued the appropriate certificates. We have a meeting scheduled at the beginning of April with Broward Elevator and Lift, LLC. to be sure that we are in compliance and up to code immediately.

Boardwalk and Seawall

The pressure cleaning, painting and sealing of the Boardwalk and Seawall by our maintenance staff has been completed.

City of Sunny Isles Beach

We also want to make you aware that the City of Sunny Isles Beach has been courteous enough to the Poinciana Island residents to provide us with their monthly Sunny Isles Beach Sun, Community Newspaper as well as a City Guide which are available in the Clubhouse. Please feel free to come by at any time and pick up your free copy.



Alvaro Villa
Property Manager – CAM
Poinciana Island Yacht And Racquet Club
Condominium Association, Inc.

HURRICANE PREPAREDNESS KIT CHECKLIST

Following is a list of items that will be useful to have or acquire in case of a hurricane.

1. Bottled water (1 gallon/per person/per day for 3 to 7 day) _____
2. Non-perishable/Canned food (for 3-7 days per person) _____
3. Can opener (non-electric) _____
4. Paper plates / plastic utensils _____
5. Coolers with ice _____
6. Flashlight and extra bulbs _____
7. Battery operated radio and lanterns _____
8. Batteries in different sizes _____
9. Cell phone -- fully charged w/extra battery _____
10. Extra clean clothes, pillows and blankets _____
11. Gas all vehicles (include extra containers) _____
12. Extra cash and credit cards _____
13. First aid kit (include over the counter medications) _____
14. Extra supply of prescription medication _____
15. Rain Gear _____
16. Clock wind-up or battery powered _____
17. Plastic garbage bags _____
18. Scissors _____
19. Matches _____
20. Fire extinguisher _____
21. Insect repellent _____
22. Feminine hygiene products _____
23. Sunscreen _____
24. Soap _____
25. Pet food, carrier, muzzle and leash _____

EXHIBIT F



THE LAW OFFICES OF
ERIC J. MILLER, P.A.
 ATTORNEY AND COUNSELOR AT LAW

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 N. Miami Beach, FL 33160

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 Fax: (305) 945-2885

May 21, 2012

Roberto C. Blanch, Esq.
 Sigmund, Rivera, Letner, De La Torre and Sobel, P.A.
 201 Alhambra Circle, Suite 1102
 Coral Gables, FL 33134

Via email to: rblanch@sigmndlaw.com and U.S. Post

Re: **UNIT 308 OF POINCIANA YACHT & ISLAND RACQUET CLUB
 CONDOMINIUM ASSOCIATION (the "Association")**

Dear Mr. Blanch:

As you well know, this law office represents Dana R. Goldman and Michael A. Gates, husband and wife, and residents of Unit 308. We direct this particular correspondence to your attention as your office serves as counsel for the Association, and have recently advised that at times your firm responds on behalf of the individual members of the Association's Board and individual agents, such as its property manager. If your firm's position is that you do not represent the directors and property manager individually, please advise us immediately so that we may also provide this notice to them in their non-agency capacities.

Our clients have requested that we notify you of various false and defamatory statements published to residents of the Association, and which have resulted in severe damage to both of their individual and professional reputations. We have also been directed to make a demand that the Association and those acting both on its behalf and individually, make a full and complete retraction of said statements, along with requisite apologies to our clients, absent which we have been instructed to file suit for defamation.

Below are the pertinent publications, authors, dates, and statements which comprise actionable defamation against our clients, and the corresponding demands for timely compliance:

1. *Poinciana Update of May 2011* mailed to approximately 195 Association Unit Owners, published by Greg Capra of Unit 257, as "President of the Board". The pertinent libelous statements consist of the following along with the underlying context:

Identifying "Michael and Dana Gates of 308" as part of "the group" stating:

"this is the type of garbage that walks, floats and slithers on Poinciana Island Dr. ..."

Demand: Full retraction mailed to all Association unit owners within 45 days of this notice, indicating a full apology for the statement referring to Michael and Dana Gates of Unit 308 and indicating that such derogatory remarks concerning them are inaccurate and published in error.

Roberto C. Blanch, Esq.
May 21, 2012

2. *Poinciana Update of May 9, 2011* mailed to approximately 190 Association Unit Owners, published by Greg Capra of Unit 237, as "President of the Board". The pertinent libelous statements consist of the following along with the underlying context:

Referencing "the group" to encompass Michael and Dana Gates of 308 stating:

"I told you about them in the prior update and about their lies...this letter is another attempt that is full of lies that I will address"

"the group" has done and will continue to do their worst to try and discredit the positive changes that have happened and are happening at Poinciana. Don't believe the lies and rumors meant to alarm you."

Demands: Full retraction mailed to all Association unit owners within 45 days of this notice, indicating a full apology for the above false statements referring to Michael and Dana Gates and indicating that such derogatory remarks concerning them are inaccurate and published in error.

3. *Poinciana Island Newsletter of November 18, 2011* delivered to approximately 190 Association Unit Owners, published by "Greg Capra and the Board of Directors". The pertinent libelous statements consist of the following along with the underlying context:

Under title stating "This has not stopped the Witch Hunt!":

"A second complaint was made pertaining to Townhouse unit 306, again for having a non-permitted balcony enclosure. WHY did he do this?"

As underlying text: "Mr. Gates says that the balcony enclosure in unit 308 owned by Dana Goldman and where he lives was permitted."

"They made sure the pain that they planned to carry out against others was not going to backfire against Goldman from the City. How calculating was Gates's and Goldman's plan against neighbors?"

Continuing with an underlying implication of another complaint made by Mr. Gates:

"A third complaint was made to Code Enforcement for repair of a boardwalk piling behind unit 308 for a repair without a permit, coincidence?"

In the final sentence of the last paragraph on the page referencing this subject matter:

"Those of you that know the history understand the far-reaching seriousness of what could result from what started with this spiteful complaint to the City."

Roberto C. Blانش, Esq.
May 21, 2012

Under title stating "WHY?" and continuing with the previous subject matter falsely accusing Gates and Goldman:

"Dana Goldman - who ran for the board - of unit 308 went so far as to tell a Board Member in an open meeting "I will see you in stripes."

Demand: Full retraction mailed to all Association unit owners within 45 days of this notice, indicating a full apology for the above false statements referring to Michael and Dana Gates and indicating that such derogatory remarks concerning them are inaccurate and published in error. This newsletter may have also been translated into Spanish, and accordingly, the retraction must also be translated into Spanish and published as applicable.

4. Letter of February 1, 2012 on Association letterhead delivered to approximately 190 Association Unit Owners, published by "Greg Capra, President of the Board". The pertinent libelous statements consist of the following along with the underlying context:

As underlying text clearly referencing Michael Gates and Dana Goldman: "In the last update, (you can get a copy of that update at the office if you don't have it) you were told about certain unit owners that have been calling City Code Enforcement to harass Board members and the management office."

"It appears that a wave of violations is coming our way because of a few evil people."

"The City does realize that they are being used as a way to harass."

Demand: Full retraction mailed to all Association unit owners within 45 days of this notice, indicating a full apology for the above false statements referring to Michael and Dana Gates and indicating that such derogatory remarks concerning them are inaccurate and published in error.

5. Manager's Report of March 30, 2012 delivered to approximately 190 Association Unit Owners, published by "Alvaro Villa, Property Manager - CAM". The pertinent libelous statement consists of the following along with the underlying context:

On page 2 of the Report, and as underlying text clearly referencing the previous alleged actions of Michael Gates and Dana Goldman published in Greg Capra's letter of February 1, 2012 to the residents of the Association: "The City of Sunny Isles is in the process of organizing the issuance of violations for unpermitted enclosures of Townhouses, which is almost all of them according to the City." [As further subtext, according to documents obtained pursuant to a public records request of our clients, this stated premise is false].

"This was the result of a unit owner's spiteful action against Board members, by calling the city to report work that was done over 20 years ago." (emphasis added)

Roberto C. Blanch, Esq.
May 21, 2012

Demand: Full retraction mailed to all Association unit owners within 45 days of this notice, including a full apology for the above false statement referring to Michael and Dana Gates and including that both the underlying premise stated in the Manager's Report and including such derogatory remarks concerning them are inaccurate and published in error.

In addition to the demands for retractions and items pertinent to each of the libelous statements referenced herein, demand is hereby made on the Association, the Board, its agents, and all individuals collectively for payment of \$5,000.00 to compensate our clients for attorney's fees and costs incurred in this matter to date. This amount is also payable to this firm within 45 days hereof.

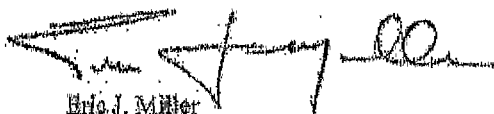
As the Association has in its possession the pertinent copies of the libelous publications referred to herein, we have not attached same. However, this office is amenable to providing such documents, in their entirety, upon request. Please be advised that such request will not affect the timeline for compliance with any and all applicable demands.

We are also in receipt of numerous emails obtained through our clients' public records request. These emails published by certain members of the Association's Board to the City of Stacy Lakes Beach and other city officials spanning the time period from August 8, 2011 through February 13, 2012, also may constitute actionable libel and carry no attendant qualified privilege. We are in the process of investigating and determining whether to proceed with due notice regarding these statements as well.

In any event, the statements referenced in this correspondence have severely injured the personal and professional reputations of each of our clients. In fact, due to the scathing nature of certain false and defamatory statements published by the Association's representatives, inclusive without limitation, certain Directors and the Property Manager, both in libel and slanderous forms, the damage may indeed be irreparable.

In view of the foregoing, we expect that your office will advise the Association, pertinent members of the Board, its agents and all applicable individuals which you represent accordingly. Commensurately, and as in your responsibility as counsel, we expect that you will advise all pertinent liability carriers of the contents of this notice and demand. In the event we do not receive timely compliance with the demands made herein, we have been instructed to file suit against all parties responsible for all equitable and legal relief allowable by the Court.

Sincerely,



Eric J. Miller
For the Firm

Cc: Dana B. Goldman
Michael A. Gates

EXHIBIT G

ELITE GUARD

17070 Collins Avenue - Suite 253 - Miami Beach, FL.
(305) 954-8520 - FAX (305) 954-8382

Incident Report Accident Report Follow-Up Report

BACKGROUND INFORMATION

DATE OF REPORT	7-11-12	DATE OF INCIDENT	7-11-12	DAY OF REPORT	Wednesday
TIME OF INCIDENT	2:56 PM	TYPE OF INCIDENT		CODE #	Front Gate
LOCATION OF INCIDENT	2:56 PM	REPORTING OFFICER	3/A. Quintana	POST	Poinciana

Front Gate unit 308 **VICTIM**

NAME		SEX		DATE OF BIRTH	
ADDRESS					
CITY	STATE	ZIP	PHONE		

OFFENDER

NAME		SEX		DATE OF BIRTH	
ADDRESS					
CITY	STATE	ZIP	PHONE		
HEIGHT	WEIGHT	HAIR COLOR	EYE COLOR		

WITNESS

NAME	ADDRESS	CITY/STATE	PHONE
------	---------	------------	-------

On Wednesday, July 11th 2012 at the start of my shift 2:56pm, as I was entering the Island I saw Michael Cortes of unit #308 leaving the island in his vehicle followed by a car of the city of Sunny Isles and behind them was Mr. Weitz of unit 244. When I arrived at the gatehouse 3/A. Andres confirmed what I saw as well. I checked the video footage of the surveillance camera between the time of 2:56pm to 2:58pm and it shows the cars leaving together and driving slowly in front of the cameras.

End Report

A. Quintana

ELITE GUARD

17070 Collins Avenue - Suite 283 - Miami Beach, FL
(305) 968-8328 - FAX (305) 968-8382

Incident Report Accident Report Follow-Up Report

BACKGROUND INFORMATION

DATE OF REPORT	7-11-2012	DATE OF INCIDENT	7-11-12	DAY OF REPORT	Wednesday
TIME OF INCIDENT	2:54 am	TYPE OF INCIDENT		CODE #	
LOCATION OF INCIDENT	Front Gate	REPORTING OFFICER	70 Restrepo	POST	Front Gate

VICTIM

NAME		SEX		DATE OF BIRTH	
ADDRESS					
CITY	STATE	ZIP	PHONE		

OFFENDER

NAME		SEX		DATE OF BIRTH	
ADDRESS					
CITY	STATE	ZIP	PHONE		
HEIGHT	WEIGHT	HAIR COLOR	EYE COLOR		

WITNESS

NAME	ADDRESS	CITY/STATE	PHONE
------	---------	------------	-------

On Wednesday July 11th 2012 70 A. Restrepo
Saw two cars parking at the sidewalk near
Collins Ave next to promenade entrance couple
min later Mr Michael Gault Resident near promenade
Island unit 308 he driven out from promenade and
he stop the car for few sec next to the stop sign
when he make the right to Collins Ave the
two car parking at the sidewalk side of promenade
Michael Gault's car the 1st car is a white Ford
mercury, 4 door with windows tinting and also has
Sunny 1500 City logo on the CASE NO: 12-25503 CA 15 - 00781

EXHIBIT H

Sent: Wednesday, February 15, 2012 3:05 PM
To: Sharon Ragooran
Cc: Alan Cohen; NSEDELCLUP@aol.com; PoincianaManager@atlanticbb.net
Subject: Our Camera Violation Call

Hi Sharon,

We spoken last week about unit 308 security cameras. You said, and I assume you or someone were told by Goldman that those cameras do not have wires. I do not believe that is so and ask that this been reviewed to be sure.

Attached are pictures of the cameras at 308 and the camera at my unit 257. As you can see, the cameras at the garage are similar. My cameras are wired and I am told that the 308 cameras are wired as well. There has to be wires somewhere to transmit the picture to a DVR and monitor, even for a wireless camera.

I did apply and received a permit for my cameras. That being said, no one from Code enforcement came to my house to check if the cameras were wired or not prior to issuing a violation. Instead, it was assumed that they were wired and a violation was issued. In the case of 308, you said that a warning was only issued.

While I cannot be sure, it does seem to many here that Goldman is getting selective treatment because she is on a committee for Sunny Isles. This is what I'm told and being said about the island. Also, the fact that Alan Cohen was in Goldman's unit for some time prior to the Poinciana meeting that he was to speak at on the subject of violations didn't look appropriate that night. And Goldman gets a warning.

Considering what has been going on at here Poinciana and the fact that it was Goldman of 308 that started this mess calling on unit 252 belonging to Bob and Shelia Caplan. Alan being in Goldman's house on that night was not "politically correct."

No one else at Poinciana has received a warning, rather violations are issued to others with just an anonymous call to the City without the City checked the truth of the report. This was the case with the violation I received for cameras, the violation I received for installation of a hydro-hoist that was actually done over 12 years ago - not the day reported that it was done, which no one from the City checked - and most recently for a violation for an enclosure that was one more than 20 years ago.

Those of us at Poinciana that have already been issued violations and are dealing with them do not want to see some unit owners singled out and others let pass. I did hear Alan at the violation meeting that night at Poinciana say that Code Enforcement is understaffed and that there is a lengthy list of violations at Poinciana to issue. However, that did not stop the timely issuance of multiple violations to my unit. Obviously, this is not fair and I had to voice my opinion.

Sincerely,

Niki Capra

5/13/2012

EXHIBIT I

LAW OFFICES

SIEGFRIED, RIVERA, LERNER, DE LA TORRE & SOBEL, P.A.

201 ALHAMBRA CIRCLE | SUITE 1102 | CORAL GABLES, FLORIDA 33134
 MIAMI-DADE 305.442.8884 | FAX 305.448.8292 | TOLL FREE 800.787.1890

STEVEN M. SIEGFRIED

OSCAR R. RIVERA

LISA A. LERNER

HELIO DE LA TORRE

STUART H. SOBEL

MARIA VICTORIA ARIAS

ELIZABETH D. KOZLOW

MICHAEL J. KUREMAN

JEFFREY S. BERLOWITZ

ROBERTO C. BLANCH

LAURA M. MANNING-RUDSON

JOSEPH A. MILLER

FERN E. MUSSELWHITE

DAVID B. TUPLER

RBLANCH@SIEGFRIEDLAW.COM

REPLY TO CORAL GABLES OFFICE

May 25, 2012

VIA EMAIL: amiller@ejmpa.com**AND REGULAR MAIL**

Eric Miller, Esquire

The Law Offices of Eric J. Miller, PA

17071 West Dixie Highway

North Miami Beach, FL 33180

**Re: Poinciana Island Yacht and Racquet Club Condominium Association, Inc.
 ("Association")**

Dear Mr. Miller:

This letter shall serve as a response to your letter dated April 26, 2012. Please note that this letter is being provided as a response to an inquiry directed to the Association. This letter shall also serve as a proposal for settlement of a dispute between the Association and your clients and as such, the terms hereof shall remain confidential for settlement purposes.

In response to your, we have been advised that no improper action has been taken by the Association against your clients as alleged in your letters. Specifically, we have been advised that the Association imposed a \$1,000 fine against your clients and suspended their use of the "Smart Pass" for resident access to the community as a result of their failure to obtain the required approval prior to effectuating alterations to the exterior of their unit as permitted by Section 718.303, Florida Statutes. As acknowledged in your letter, your clients installed an AC in the Unit's garage and did not obtain the proper approval from the Association. Section 9.1 of Article 9 of the Declaration of Condominium of Poinciana Island Yacht and Racquet Club, a Condominium ("Declaration") provides that in order for a Unit Owner to make any structural addition, alteration or improvement in or to his Unit or any alteration to limited common elements or common elements, he must make a written request for approval from the Board for same ("Approval Procedure"). We understand that your clients did not make the required application to the Board for the alteration prior to installing the AC and related work. Instead, we understand that your client relies on the approval of the Association's then-property manager, Michael Pascucci, who was acting outside of the scope of his authority and without the requisite authority to grant the approval your clients sought. While you claim that your clients were not aware of the proper approval requirements, they have been on notice of such requirements given that the relevant provision of the Association's governing documents containing the requirements has been recorded in the Miami-Dade County Public Records since the inception of the condominium.

Additionally, as suggested by the above-referenced citation to Section 9.1 of Article 9 of the Declaration, your client's reliance upon the approval of the alteration by Violation's Committee is misplaced. Even if the Association's Violation Committee decided, in its first hearing regarding the subject violation, to approve a mitigating measure to conceal the violation, the decision of the Violation's Committee cannot legally eliminate the need clearly described in Section 9.1 of Article 9 of the Declaration for approval of alterations to units.

BROWARD | 8211 WEST BROWARD BOULEVARD | SUITE 250 | PLANTATION, FL 33324 | 954.781.1134
 WEST PALM BEACH | THE FORUM BUILDING | 1675 PALM BEACH LAKES BLVD | SUITE 500 | WEST PALM BEACH, FL 33401 | 561.296.5444

STEPHANIE M. CHAISSAN

B. MICHAEL CLARK, JR.

SONJA C. DARBY

NICOLA GELORMINO

TIFANY M. HURWITZ

SALVADOR A. JURADO, JR.

GEORGE KETTELHOHN

IVETTE MACHADO

JONATHAN M. MOFSKY

RENEE RENDART

JASON M. RODGERS-DA CRUZ

CARMIDAD RUBIONI

DANIEL SALAS

NICHOLAS D. SIEGFRIED

L. GIBRE, TRIGG

OF COUNSEL

K. HUGH McCONNELL, P.A.

ROBERT E. DADY P.A. *

ALTON HALE

YVLYNN T. MONTEZ

*also admitted in New York

Eric Miller, Esquire
May 25, 2012
Page 2

We have been advised that as a result of the improper actions of the Violations Committee, and your clients' failure to eliminate the violation or seek approval therefore, a second violations hearing was scheduled in connection with the AC installed by or on your clients' behalf. We understand that during such hearing a fine was imposed against your client and that your client's use of the "Smart Pass" was suspended due to their failure to cure the violation - and furthermore, due to their failure to pay the monetary obligation imposed upon your client by the Violations Committee.

We have been assured that the actions taken by the Association were not taken as a retaliatory measure against your clients nor as a form of harassment.

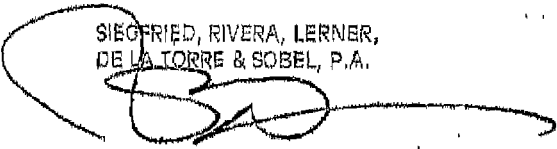
Accordingly, we have been informed that the Association has denied your request for the reversal of the fines imposed upon your clients and the suspension of their "Smart Pass". That said, we have been advised that the Association may be willing to explore potential settlement of the underlying dispute in exchange for your clients' commitment to cure the violation pertaining to the unapproved AC installation and related equipment. As such, please advise if your clients are interested in exploring the possibility of such a settlement so that we may engage in that process.

As to your request for records, we have been advised that your clients have performed their inspection of same.

Upon your review of the foregoing, please feel free to contact me at your convenience if you should have any questions or wish to discuss this matter further.

Sincerely,

SIEGFRIED, RIVERA, LERNER,
DE LA TORRE & SOBEL, P.A.


Roberto C. Bianchi

RCB/clz

Enclosure(s)

cc: Board of Directors
Alvaro Villa, Manager

HALIBRARY\CASES\12953\1950713\20A4433.DOC

EXHIBIT J

Dana Robin Goldman
Michael Allen Gates
308 Poinciana Island Drive, #710
Sunny Isles Beach, FL 33160

April 2, 2012

VIA CERTIFIED MAIL AND REGULAR MAIL TO ASSOCIATION
VIA CERTIFIED MAIL TO THE REGISTERED AGENT

Poinciana Island Yacht and Racquet Club Association, Inc.
c/o Registered Agent
SKRLD, Inc.
201 Alhambra Circle, Suite 1102
Coral Gables, FL 33134

The Board of Directors
Poinciana Island Yacht and Racquet Club Association, Inc.
c/o Mr. Alvaro Vila, CAM
350 Poinciana Island Drive
Sunny Isles Beach, FL 33160

RE: Request for Opinion of the Board of Directors ("Board") of the Poinciana Island Yacht and Racquet Club Association, Inc. (the "Association") Regarding Parking Issue Pursuant to F.S. 718.112(2)(a)2.

To the Board and the Registered Agent:

This letter shall serve as a written inquiry to the Board pursuant to F.S. 718.112(2)(a)2. for an opinion regarding the legal classification of, ownership interest in, and allocation of parking spaces/parking space assignments in Plaza 8; specifically, the "parking space area" or "parking spot" in front of Unit 306, where an automobile can physically park in front of the Unit 306 garage door ("Unit 306 Frontage Area"). Does the Unit 306 Owner legally hold title to the Unit 306 Frontage Area, or has the Association issued an assignment to the Unit 306 Owner for the exclusive use of the Unit 306 Frontage Area? **Please render an opinion as to whether the Unit 306 Frontage Area is legally: (i) an appurtenance to Unit 306, (ii) the personal property of Unit 306, or (iii) part of the common elements comprising Plaza 8.**

Attached you will find an email request sent by Ms. Ekaterina Khromina, Unit 306 Owner, to the previously elected Board which provides in pertinent part that "this parking spot (at Unit number 306) is my personal property". Please also find attached a letter dated November 1, 2010 from Maria Del Sol, Bookkeeper/Secretary, on behalf of the previously elected Board, addressed to Mr. and Mrs. Gates, which provides in pertinent part that Ms. Keterina Khromin [sic] (Unit 306) is requesting that you stop using her parking space, when she is here and also in her absence."

In addition, please find attached a letter dated December 22, 2011 from Mr. Alvaro Villa, CAM, Board-appointed Association Property Manager, to Ms. Goldman and Mr. Gates, which provides in pertinent part that "as per the association rules, page 11, letter f, "Residents are to park in their assigned spaces." Please identify any such assigned parking spaces in Plaza 8.

Kindly provide a legal opinion regarding the foregoing in accordance with the statutory requirements.

Thank you for your attention to this matter. If you have any questions, please feel free to contact me at (305) 949-6920.

Sincerely,

A handwritten signature in black ink, appearing to read "Dana Robin Goldman", written over the word "Sincerely,".

Dana Robin Goldman

Maria Del Sol

From: stan fridman [sfridman@bellsouth.net]
Sent: Thursday, October 28, 2010 12:51 PM
To: Greg C2; steven@bardintl.com; Jack Bitton; Gaston Siroit; Sheilacaplan@bellsouth.net; ALLA; Yelena Fridman; MARIA Del Sol
Subject: Fw: 306 parking

----- Forwarded Message -----

From: Ekaterina Khromin <katerinakhromin@hughes.net>
To: **Sent:** Thu, October 28, 2010 10:33:13 AM
Subject: 306 parking

I would like to request that the security personnel at Poinciana Island Drive check that my parking spot at Unit Number 306 remains VACANT in my absence. I have had repeated issues with my neighbor Michael Gates from Unit number 308. He has been parking in my parking spot and/or blocking my spot. This parking spot is my personal property and I would like to assure that it is not utilized by other people. It is the responsibility of the security personnel to carry out this request.

Thank you in advance,

Ekaterina Khromina
306 Poinciana Island Drive
Sunny Isles, FL 33160

917-3304771
607-588-8909
katerinakhromin@hughes.net



Poinciana Island

YACHT AND RACQUET CLUB
CONDOMINIUM ASSOCIATION, INC.

November 1, 2010

Mr. & Mrs. Gates
308 Poinciana Island Drive
Sunny Isles Beach, FL 33160

hand deliver and US mail

Dear Mr. & Mrs. Gates

Your neighbor Ms. Katerina Khromin (Unit 306) is requesting that you stop using her parking space, when she is here and also in her absence, she requested that her parking space remains Vacant. Please treat your neighbors with respect and DO NOT PARK in her parking space again, If you continue to use her space security will have no choice but to have your vehicle remove.

Sincerely,

A handwritten signature in cursive script that reads "Maria Del Sol".

Maria Del Sol
On behalf of the Board of Directors



Poinciana Island Yacht And Racquet Club Condominium Association
350 Poinciana Island Drive • Sunny Isles Beach, FL • 33160
T: 305-947-2111 ~ F: 305-940-3958

December 22nd, 2011

Ms. Dana Goldman
Mr. Michael Gates
308 Poinciana Island Drive
Sunny Isles Beach, FL 33160

Dear Ms. Goldman and Mr. Gates:

Please note that this letter is a formality documenting what we have already discussed with you as well as with Mr. and Mrs. Khromin of unit 306 Poinciana Island Drive in reference to the parking in your plaza and parking in front of your individual garage doors.

As per the Poinciana Island Yacht And Racquet Club, Condominium Association, Inc., Rules and Regulations which all residents receive upon moving into the island (copy attached), page 11, letter f states the following: "Residents are to park in their assigned spaces."

We would greatly appreciate that you please find a resolution to this situation amongst yourselves or follow these Rules and Regulations as stipulated at your screening meeting. We thank you in advance for your cooperation in this matter.

Respectfully,

Alvaro Villa
Property Manager -- CAM
Poinciana Island Yacht And Racquet
Condominium Association, Inc.

Enclosures

AV/mq

EXHIBIT K



THE LAW OFFICES OF
ERIC J. MILLER, P.A.
ATTORNEY AND COUNSELOR AT LAW

17071 West Dixie Highway
N. Miami Beach, FL 33160

emiller@ejmpa.com
www.ejmpa.com

Office: (305) 940-4746
Fax: (305) 945-2985

May 8, 2012

Roberto C. Blanch, Esq.
Siegfried, Rivera, Lerner, De La Torre and Sobel, P.A.
201 Alhambra Circle, Suite 1102
Coral Gables, FL 33134

Via Facsimile (305-443-3292); email to: rblanch@siegfriedlaw.com; and U.S. Post

Re: **UNIT 308 OF POINCIANA YACHT & ISLAND RACQUET CLUB
CONDOMINIUM ASSOCIATION (the "Association")**

Dear Mr. Blanch:

We are in receipt of your letter dated May 1, 2012 in reply to ours of April 26th, wherein you request an indeterminate amount of time for the Association's Board to review the matter so as to direct you to respond thereafter. You also indicate that with respect to our request for records, that you will provide a few dates and times for inspection purposes.

In regard to the records requests, this matter should be ministerial in nature, as the Board should already have prepared the requisite Minutes and attendant items at issue. Please keep in mind that this same request, or one virtually identical to the instant request, was already made by our clients on June 24, 2011 via written request on the Association's Property Manager, Mr. Villa. As such, the Association has had nearly a year to provide these documents to our clients. We believe that the Association and its Board have intentionally delayed the production of these documents or have contemplated other means to circumvent compliance with these requests. In this vein, we strongly suggest that you remind your client that they are to provide all requested corporate documents in their genuine and unaltered form. To avert more unreasonable delays, we must insist on an inspection and/or receipt date to occur no later than May 18, 2012. Please advise the Association accordingly.

Aside from the above-stated deadline, we also must insist on the receipt of a response to the other items presented for action in our letter referenced above by no later than May 25, 2012, absent which we have been instructed to pursue all legal remedies available to our clients. We believe this deadline to be more than reasonable in providing ample time to your client. Please advise the Association accordingly.

In addition to the foregoing and those matters previously brought to your attention, our clients advise of certain other ongoing violations and wrongful conduct of the Association and its Board of Directors. Specifically, our clients have been continuously harassed in connection with alleged violation of parking space pertinent to an unassigned space and that which is adjacent to the frontage area of Unit 308 in Plaza 8. Our client delivered a letter dated April 2, 2012 via certified mail to the Association and its Board seeking clarification of a pertinent parking-related issue and therein requesting a responsive opinion upon having our client, Ms. Goldman's vehicle illegally towed on October 31, 2010.

Roberto C. Blanch, Esq.
May 8, 2012
Page 2 of 2

Indeed, Fla. Stat. Section 718.112(a)(2) requires the Board to provide a response to the inquiry within 30 days, i.e., by May 2, 2012. Further, to the extent a legal opinion has been requested, the Association has until June 2, 2012 to provide a response to same pursuant to the statute. To date, no response has been received. Please also be advised that we consider any past and future action taken by the Association in regard to self-corrective measures involving our clients' vehicles in connection with the matter raised in our client's April 2nd letter to be purely retaliatory in nature and not legally supportable. Consequently, our clients seek to hold the Association and any instructing agents fully liable for all compensatory and consequential damages which our clients have suffered or will experience in this regard. To this end, and prior to the above-stated deadline, please provide us with a copy of the towing report/order or similar document pertinent to the subject towing of October 31, 2010, and in supplementary form, please advise which representative or agent of the Association authorized said towing.

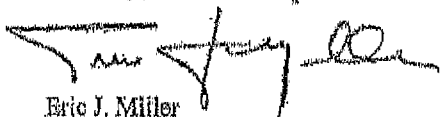
We further advise you of the Association's continuing violation of Fla. Stat. § 718.111(12)(c) pertaining to our client's March 30, 2012 statutory request for certain financial records as detailed therein. Apparently, Mr. Villa has decided to bifurcate our clients' access to the inspection of records between April 11th and May 11, 2012. This bifurcation is allegedly pursuant to "new guidelines" purportedly passed by the Board. Notwithstanding this asserted stance of the Association, the statute reads as follows:

"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's fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records."

In view of the above statutory provision, the Association is liable to our clients in the amount of \$500.00 (\$50 per calendar day for up to 10 days) due to not providing a portion of the records requested for inspection until at minimum May 11, 2012. Please direct your client to make payment of this amount directly to this office by no later than May 31, 2012.

The above comprise only a sampling of the ongoing violations and wrongful conduct perpetrated by the Association and the Board and its individual members. We will continue to apprise you of other matters upon advice of our clients. In the meantime, we anticipate timely compliance with the requests herein.

Sincerely,



Eric J. Miller
For the Firm

Cc: Dana R. Goldman
Michael A. Gates