

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA

VILLA VALENCIA CONDOMINIUM
ASSOCIATION, INC., a Florida
non-profit corporation,

Plaintiff,

v.

BETHANY J. REIS,

Defendant.

COMPLAINT

COMES NOW the Plaintiff, VILLA VALENCIA CONDOMINIUM ASSOCIATION, INC. ("ASSOCIATION"), by and through undersigned counsel, and hereby sues the Defendant, BETHANY J. REIS ("OWNER"), and alleges as follows:

JURISDICTION, PARTIES AND VENUE

1. This is an action for injunctive relief and other equitable relief and is within the jurisdiction of this Court.

2. ASSOCIATION is, and has been at all relevant times, a condominium with its principal place of business in Palm Beach County, Florida.

3. Since 2014, OWNER has been the owner of real property located at 50 SE 12th Street, Unit 168, Boca Raton, FL 33432 ("Unit 168"), legally described as:

Unit 168, Villa Valencia, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 2117, Page 1396, and all amendments thereto, of the Public Records of Palm Beach County, Florida.

A true and correct copy of the Warranty Deed is attached hereto as **Exhibit A**.

4. Venue is proper in Palm Beach County, Florida, as Unit 168 is located in Palm Beach County and all events giving rise to this action occurred in Palm Beach County.

5. All conditions precedent to bringing this action have been performed, waived, or excused.

GENERAL ALLEGATIONS

6. ASSOCIATION is a non-profit corporation and a condominium association organized and operating pursuant to Chapter 718, Florida Statutes, and its governing documents, including the Declaration of Condominium of Villa Valencia, a Condominium (the "Declaration"), recorded in Official Records Book 2117, Page 1396 *et seq.*, of the Public Records of Palm Beach County, Florida, as well as the Bylaws, Articles of Incorporation, and Rules and Regulations (the "Rules") of the ASSOCIATION (collectively the "Documents"), as amended from time to time. True and correct copies of the operative sections of the Documents are attached hereto as **Composite Exhibit B**.

7. Unit 168 is governed by and subject to the terms and conditions of the Documents.

8. OWNER, by virtue of her ownership of Unit 168, became bound by and are obligated to comply with the terms, conditions, provisions, and covenants contained within the Documents.

9. Section 12 of the Rules states as follows:

12. No pets are permitted in the apartment buildings or on the grounds of the buildings at any time, with the exception of the usual domestic fish or birds, providing they create no nuisance to other members of the condominium.

See **Exhibit B**.

10. Section 7.3 of the Declaration's By-Laws, governing Building Rules and Regulations, states the following:

b. Owner shall not use or permit use of their apartment in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property.

See **Exhibit B**.

11. Section 718.303, Florida Statutes, governing Obligations of owners and occupants, states in relevant part the following:

(1) Each unit owner, tenant and other invitee . . . is governed by, and must comply with the provisions of, this chapter, the declaration, the documents creating the association, and the association bylaws which are expressly incorporated into any lease of a unit. Actions at law or in equity, or both, for failure to comply with these provisions may be brought by the association . . . against: . . . (b) A unit owner . . . (e) Any tenant leasing a unit, and any other invitee occupying a unit.

The prevailing party in any such action . . . is entitled to recover reasonable attorney fees. . . . This relief does not exclude other remedies provided by law. Actions arising under this subsection are not considered actions for specific performance.

12. OWNER owns at least four cats, claiming that one or more are emotional support animals. ASSOCIATION has previously agreed to one (1) emotional support animal. Notwithstanding, she harbors and allows said cats to roam outside of Unit 168 where they are seen climbing on cars and walking in the common areas, thereby creating a nuisance contrary to the Documents.

13. ASSOCIATION sent OWNER a cease-and-desist letter on June 6, 2023, but it was ignored by OWNER. See **Exhibit C**.

14. When OWNER failed and refused to cure the aforementioned violation, ASSOCIATION sent OWNER a pre-suit mediation demand on June 27, 2023 pursuant

to Section 718.1255, Florida Statutes, which OWNER failed to respond to. See **Exhibit D**.

15. On October 7, 2025, a second pre-suit mediation demand was sent which was also ignored by OWNER. See **Exhibit E**.

16. ASSOCIATION is entitled to enforce the provisions of its Documents in this Court.

17. ASSOCIATION has been forced to retain legal counsel and to pay counsel a reasonable fee for services incurred herein, which amount is recoverable pursuant to the terms and provisions of Chapter 718, Florida Statutes.

CLAIM FOR INJUNCTIVE RELIEF

18. ASSOCIATION adopts and realleges paragraphs 1 through 17 as if fully set forth herein.

19. This is an action for injunctive relief.

20. ASSOCIATION has no adequate remedy at law and an action for injunctive relief to obtain compliance with the Documents and the provisions of Chapter 718, Florida Statutes, is specifically authorized by Section 718.303(1), Florida Statutes.

21. ASSOCIATION has a clear legal right to the relief sought and has a clear interest in the subject matter of this suit. ASSOCIATION has established that a clear legal right has been violated by virtue of OWNER's ongoing violation of the Documents and Chapter 718, Florida Statutes.

22. ASSOCIATION is likely to succeed in this action because it affirmatively appears from the Complaint that a reasonable probability exists that a real injury has, and will, continue to occur if an injunction is not granted.

23. Enforcement of terms and condition of the Documents consistent with public interest and public policy favors that an injunction be issued in favor of ASSOCIATION.

24. Pursuant to Section 718.303, Florida Statutes, ASSOCIATION has the clear legal right to bring this action and is entitled to injunctive relief against the OWNER.

25. By violating the provisions of the Documents, as well as Chapter 718, Florida Statutes, ASSOCIATION is suffering irreparable harm, for which there is no adequate remedy at law other than injunctive relief. See Amelio v. Marilyn Pines Unit II Condominium Ass'n, Inc., 173 So.3d 1037 (Fla. 2d DCA 2015).

WHEREFORE, Plaintiff, VILLA VALENCIA CONDOMINIUM ASSOCIATION, INC., demands judgment in its favor and against Defendant, BETHANY J. REIS, which:

- A. Finds OWNER is in violation of ASSOCIATION's Documents by creating a nuisance in continually allowing her cats to roam the community;
- B. Requires OWNER to either keep one emotional support cat indoors at all times or remove all the cats permanently from Unit 168 and the Condominium property;
- C. Permanently enjoins OWNER from violating the Documents as set forth above and require OWNER to comply at all times in the future with the Documents;
- D. Requires OWNER to reimburse ASSOCIATION for the reasonable attorneys' fees, costs, and other expenses which it has incurred in this matter; and
- E. Grant ASSOCIATION such further relief as the Court deems just and proper.

Dated this 27th day of January, 2026.

SACHS SAX CAPLAN
Attorneys for Plaintiff
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Boca Raton, Florida 33487
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Email: lwilder@ssclawfirm.com
smurguia@ssclawfirm.com
dcompagnone@ssclawfirm.com

By: /s/ Leonard Wilder
Leonard Wilder, Esq.
Fla. Bar. No. 096067

NOT A CERTIFIED COPY

W/c #19
Prepared By: Beverly R Sigler
GOLD COAST TITLE COMPANY SERVICES, INC.
398 CAMINO GARDENS BLVD., SUITE 110
BOCA RATON, FLORIDA 33432
incidental to the issuance of a title insurance policy.
File Number: 32411
Parcel ID #: 06434730330001680

CFN 20140365406
OR BK 27074 PG 0449
RECORDED 10/02/2014 12:49:44
Palm Beach County, Florida
AMT 95,000.00
Doc Stamp 665.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0449 - 451; (3pgs)
2014, by

**WARRANTY DEED
(INDIVIDUAL)**

This WARRANTY DEED, dated September 29,
Laura Julian, a single woman
whose post office address is: 27 Tanglewood Drive, Hamilton, NJ 08619

hereinafter called the GRANTOR, to

Bethany J. Reis, a single woman

whose post office address is: 30 SE 12th Street #168G, Boca Raton FL 33432

hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Palm Beach, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2014 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto, belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same, in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Witness Signature: Josephine Battolico
1. Sign: JOSEPHINE BATTOLICO
& Print Name: JOSEPHINE BATTOLICO

Laura Julian

Witness Signature: Barbara J. Peiza
1. Sign: BARBARA J. PEIZA
& Print Name: BARBARA J. PEIZA

State of **FLORIDA**
County of **PALM BEACH**

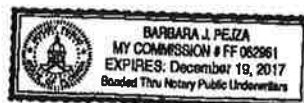
THE FOREGOING INSTRUMENT was sworn and acknowledged before me on Sept 29, 2014, by: Laura Julian, who is personally known to me or who has produced DRIVERS LICENSE as identification.

My Commission Expires:

(Seal)

Signature: Barbara J. Peiza

Notary Public



WARRANTY DEED
(Continued)

EXHIBIT "A"

LEGAL DESCRIPTION

Unit 168, Villa Valencia, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 2117, Page 1396, and all amendments thereto, of the Public Records of Palm Beach County, Florida.

SUBJECT to all the covenants, conditions, restrictions and other provisions of the Declaration of Condominium, its exhibits and attachments thereto, which the Grantee assumes and agrees to observe and perform, including, but not limited to, the payment of assessments for the maintenance and operation of said condominium.

TOGETHER with an undivided interest in the Common Elements declared in said Declaration of Condominium to be an appurtenance to the above described unit.

Property conveyed herein is not now nor never has been the homestead property of the Grantor, nor does it lie contiguous to the homestead property of the Grantor, who resides at:

27 Tanglewood Drive, Hamilton, NJ 08619.

**VILLA VALENCIA
CERTIFICATE OF APPROVAL
~OWNER~**

The undersigned Representative of **VILLA VALENCIA CONDOMINIUM ASSOCIATION, INC.** certifies that the Board of Directors of the Association approves the following purchase:

Bethany Reis & Ayhan Ozkan

**50 SE 12th STREET, APT. 168
BOCA RATON, FL 33432**

and further certifies that the Board of Directors authorizes him to sign this Certificate of Approval on behalf of the Corporation.

By: 

Kurtis Draxl, Representative

DATE: 9.9.2014

Villa Valencia Condominium Association, Inc. 50 SE 12 ST, Boca Raton, FL 33432

Return

This instrument was prepared by
THOMAS L. LASALLE
P. O. Box 7538
Fort Lauderdale, Florida 33306

14337

DECLARATION OF CONDOMINIUM

OF

VILLA VALENCIA, A CONDOMINIUM

VERSATILE MANAGEMENT CORPORATION, a Florida corporation,
hereinafter referred to as the Developer, does hereby make the
following declarations:

1. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, hereafter called the Condominium Act. Except where permissive variances therefrom appear in this Declaration, the annexed By-Laws, or the Articles of Incorporation of VILLA VALENCIA CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, or in lawful amendments to these instruments, the provisions of Chapter 711, supra, including the definitions therein contained, are adopted herein by express reference as set forth in haec verba, and said Statute, as amended from time to time, and this Declaration, the annexed By-Laws, and the Articles of Incorporation, as lawfully amended from time to time, shall govern this condominium and the rights, duties and responsibilities of ownership of condominium parcels therein.

1.1 The name by which this condominium is to be identified is VILLA VALENCIA, A CONDOMINIUM, and its address is 50 Southeast 12 Street, Boca Raton, Palm Beach County, Florida.

1.2 The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are the lands lying in Palm Beach County, Florida, as described in Exhibit "Y" attached hereto and made a part hereof, which shall hereinafter be known as "The Land."

2. DEFINITIONS. The terms used in this Declaration and in the Articles of Incorporation and By-Laws of VILLA VALENCIA CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, shall have the meaning stated in the Condominium Act and as follows unless the context otherwise required.

2.1 Apartment means unit as defined by the Condominium Act.

2.2 Apartment owner means unit owner as defined by the Condominium Act.

2.3 Association means VILLA VALENCIA CONDOMINIUM ASSOCIATION, INC., and its successors.

2.4 Assessment means a share of the funds required for the payment of the condominium expenses which from time to time are assessed against the individual owner by the Association.

2.5 By-Laws mean the By-Laws for the government of the condominium as they exist from time to time and as they are

73 FEB 7 PM 12:01

RULES AND REGULATIONS

OF

VILLA VALENCIA CONDOMINIUM ASSOCIATION, INC.

1. The sidewalks, entrances and stairways of apartment buildings shall not be obstructed or used for any other purpose than to ingress to and egress from apartment units.

2. Nothing shall be hung or shaken from doors, windows, walks or corridors of an apartment building.

3. None of the limited common elements of any apartment building nor any of the common elements of the Condominium shall be decorated or furnished by any apartment owner or resident.

4. Apartment owners are specifically cautioned that their right to make any addition, change, alteration or decoration to the exterior appearance of any portion of an apartment building, subject to the provisions of the Declaration of Condominium.

5. No apartment owner or resident shall play upon or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television set or other loud speaker in an apartment between the hours of 11:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy other occupants of the building.

6. All garbage and refuse is to be wrapped and sealed in plastic bags and deposited only in the facilities provided adjacent to each apartment building for that purpose.

7. Automobile parking spaces shall be used solely and exclusively for that purpose. They shall not be used for the storage of boats, inoperative automobiles, or any purpose whatsoever other than parking facilities, as aforesaid. An apartment owner may not lease or assign his automobile parking space except in conjunction with a lease of his apartment, which lease has been approved in accordance with the provisions of the Declaration of Condominium.

8. Complaints regarding the service of the Condominium shall be made in writing to the board of directors.

9. Apartment owners, residents, their families, guests, servants, employees, agents, visitors, shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of any building.

10. There shall not be kept in any apartment any inflammable, combustible or explosive fluid, material, chemical, or substance except for normal household use.

#32117 #1431

11. The use of the recreational facilities shall at all times be subject to such rules and regulations as the Lessor may establish.

12. No pets are permitted in the apartment buildings or on the grounds of the buildings at any time, with the exception of the usual domestic fish or birds, providing they create no nuisance to other members of the condominium.

13. For the purposes of emergencies, the owner of each unit shall deposit with the Association a key or keys fitting all locks to his apartment, including balcony doors. If any of said locks are changed, the owner shall immediately provide the Association with a new key.

14. There shall be no soliciting by any persons, anywhere within the condominium property for any purpose whatsoever, except as authorized by the Board of Directors.

EXHIBIT "D"

BY-LAWS

OF

VILLA VALENCIA CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY. These are the By-Laws of VILLA VALENCIA CONDOMINIUM ASSOCIATION, INC., (hereinafter called "Association"), a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 1st day of May, 1972. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 711, of the Florida Statutes, called the Condominium Act in these By-Laws, which condominium is identified by the name, VILLA VALENCIA, A CONDOMINIUM, (hereinafter referred to as "Condominium"), and is located upon the lands described in Exhibit D-1, attached hereto and made a part hereof.

1.1 The office of the Association shall be at: 50 Southeast 12 Street, Boca Raton, Palm Beach County, Florida.

1.2 The fiscal year of the Association shall be July 1 - June 30.

1.3 The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "Non Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

2. MEMBERS.

2.1 Qualification. The members of the Association shall consist of all of the record owners of apartments in the Condominium, and such membership shall become effective immediately upon a party becoming a record title owner of an apartment in the Condominium.

2.2 Change of Membership. After receiving the approval of the Association elsewhere required, change of membership in the Association shall be established by recording in the Public Records of the County wherein the land described in Exhibit D-1, attached hereto and made a part hereof, a deed or other instrument establishing a record title to an apartment in the Condominium and delivery to the Association of a certified copy of such instrument, the grantee in such instrument thereby immediately becoming a member of the Association in the place and stead of the prior owner. The membership of a prior owner shall thereby be terminated.

2.3 Voting Right. The members of the Association shall be entitled to cast one (1) vote for each apartment owned by them.

2.4 Designation of Voting Representative. If an apartment is owned by one person, his right to vote shall be established by the record title to his apartment in the Condominium. If an apartment is owned by more than one person, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast a vote for the apartment shall be designated by a certificate of appointment signed by the President

or Vice President and attested by the Corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by subsequent certificate, or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum, not for any other purpose.

2.5 Restraint upon Assignment of Shares and Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

2.6 Vote Required. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the private apartments represented at any duly called members' meeting at which a quorum is present shall be binding upon the members.

3. MEMBERS' MEETINGS.

3.1 The Annual Members' Meeting shall be held in the Recreation Room of the Condominium at 7:30 o'clock P.M., Eastern Standard Time, on the second (2nd) Monday in June of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday. The annual meeting may be waived by agreement of seventy-five (75%) percent of the members, in writing.

3.2 Special Members' Meetings. Special members' meetings shall be held whenever called by a majority of the Board of Directors and must be called by such Directors upon receipt of a written request from members entitled to cast fifty-one (51%) percent of the votes of the entire membership.

3.3 Notice of All Members' Meetings. Notice of all members' meetings, stating the time and place and the objects for which the meeting is called, shall be given unless waived in writing. Such notice shall be in writing and furnished to each member at his address as it appears on the books of the Association, and shall be mailed not less than ten (10) days, nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing shall be given by Affidavit of the person giving notice. Notice of meeting may be waived before or after meeting.

3.4 A Quorum. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the Association. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation of this Association, or these By-Laws. Joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

3.5 Proxies. Votes may be cast in person or by proxy. Proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein, and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof.

3.6 Adjourned Meeting. If any meetings of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.7 Order of Business. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- a. Calling of the roll and certifying of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of Officers.
- e. Reports of Committees.
- f. Election of Directors.
- g. Unfinished Business.
- h. New Business.
- i. Adjournment.

3.8 Proviso. Provided, however, that until one (1) year after the Developer of the Condominium has completed and sold all units of said Condominium, or until three (3) years from the date of the issuance of the certificate of occupancy by the applicable governing authorities on the subject Condominium, whichever shall occur first, or sooner, as in the determination of the Developer, that proceedings of all meetings of the members of the Association shall have no effect, unless approved by the Board of Directors. This paragraph may not be amended.

4. BOARD OF DIRECTORS.

4.1 Membership. Affairs of the Association shall be managed by a Board of Directors of not less than Five (5) persons. The number of Directors shall be established by the Board of Directors from time to time.

4.2 Election of Directors. Election of Directors shall be conducted in the following manner:

a. The members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association, and shall serve for a term of one (1) year.

b. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each director then serving plus two (2) additional persons. Other nominations may be made from the floor by the general membership.

c. Election shall be by ballot (unless dispensed by unanimous consent), each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

4.3 Removal of Directors. Any director may be removed by concurrence of two-thirds (2/3) of the vote of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting, otherwise vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

4.4 Provided, however, that until the Developer of the subject Condominium has completed and sold all condominium units in said Condominium, or until after June 1, 1973, whichever shall first occur, all Directors shall be designated by the Developer and not the owners of apartments in the Condominium, and may not be removed as elsewhere provided. This paragraph may not be amended.

4.5 Organization Meeting. The organization meeting of the newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting which they were elected, and no further notice of the organization meeting shall be necessary.

4.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally, or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the Secretary, at the written notice of one-third (1/3) of the Directors. Not less than three (3) days notice of a meeting shall be given personally or by mail, telephone or telegraph, which notice shall state time, place and purpose of the meeting.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.9 Quorum. A quorum at a Directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting which a quorum is present, shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

4.10 Adjourned Meeting. If at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

4.11 Joinder in Meeting By Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

4.12 Presiding Officer. The presiding officer of a Directors' meeting shall be the Chairman of the Board, if such an officer has been elected; and if none, the President of the Association shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

4.13 The order of business at Directors' meetings shall be as follows, unless varied by a majority vote of the Directors present at the meeting.

- a. Calling of roll.
- b. Proof of due notice of meeting.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of Officers and Committees.
- e. Election of Officers.
- f. Unfinished Business.
- g. New Business.
- h. Adjournment.

4.14 Director's Fees. Directors' fees, if any, shall be determined by the members of the Association.

4.15 Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws, shall be exercised exclusively by the Board of Directors; its agents, contractors or employees, subject only to approval by apartment owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to the following, subject however, to the provisions of the Declaration of Condominium, the Articles of Incorporation and these By-Laws.

- a. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members.
- b. To contract for management of the Condominium and to delegate to the contractor all power and duties of the Association except such as are specifically required by the Declaration of Condominium or these By-Laws to have approval by the Board of Directors or the members of the Association.

c. To acquire and enter into agreement whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation or other use and benefit of the apartment owners, and to declare expenses in connection therewith to be common expenses.

d. To pay all costs of power, gas, water, sewer or other utility services rendered to the Condominium and not billed to the owners of the separate private apartments.

e. To enforce by legal means, the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium and the regulations hereinafter promulgated governing use of the Condominium property.

f. To approve or disapprove proposed purchasers and lessees of private dwellings in the manner specified in the Declaration of Condominium.

5. OFFICERS.

5.1 Officers and Election. The executive officers of the Association shall be a President, who shall be a Director; a Vice President, a Treasurer, a Secretary and Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Vice-President or Secretary or an Assistant Secretary. The Board of Directors shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 President. The President shall be the Chief Executive Officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an Association, including but not limited to the powers to appoint committees from among the members from time to time, as he may, in his discretion, determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as Chairman of all Boards and members' meetings, except that, individual committees may be chaired by a party other than the President.

5.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers, and perform such other duties as shall be prescribed by the Directors.

5.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association, and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager employed by the Association.

5.5 Treasurer. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all the duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by the manager employed by the Association.

5.6 The compensation of all Officers and employees of the Association shall be fixed by the Directors. This provision does not preclude the Board of Directors from employing a Director as an employee of the Association, nor does it preclude them from contracting with a Director for the management of the Condominium.

5.7 Indemnification of Directors and Officers shall be in accordance with Article VII of the Articles of Incorporation of the Association. The first Board of Directors shall receive no salary.

6. FISCAL MANAGEMENT.

6.1 The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

a. The Association shall initially operate on a fiscal 12 month year commencing July 1; at any time on its own motion and by a majority vote of the Board of Directors, may adopt a calendar year in lieu of the fiscal year.

b. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

1) Current Expense. Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year, or to fund reserves.

2) Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

3) Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

6.2 Budget. The Board of Directors shall adopt a budget for each fiscal or calendar year (as same may be adopted by the Board of Directors) which shall include the estimated funds required to defray the current expenses and may provide for funds for the foregoing reserves.

6.3 Assessments. Assessments against the apartment owners for their share of the items of the budget shall be made for the fiscal year, in advance, on or before June 1 preceeding the fiscal year for which the assessments are made, or on such alternate date as the Board of Directors may determine. Such assessments shall be due in four (4) equal quarter-annual payments, payable in advance on July 1, October 1, January 1, and April 1. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and quarter-annual payments thereon shall be due upon the first day of each quarter until changed by amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the year for which the amended assessment is made shall be due on the first day of the next succeeding quarter in which such amended assessment is made, or as otherwise provided by the Board of Directors. The first annual assessment shall be determined solely by the Board of Directors of the Association.

6.4 Depository. The depository of the Association will be such banks and/or savings and loan associations in the State of Florida, as shall be designated from time to time by the Directors, in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the Directors.

6.5 Fidelity Bonds. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association, and from any contractor handling or responsible for Association funds. The amount of such bond shall be determined by the Directors, and the premiums on such bond shall be paid by the Association.

6.6 Copies of the Budget and proposed assessment shall be transmitted to each member of the Association on or before thirty (30) days preceeding the year for which the budget is being made. If the budget is amended subsequently, a copy of the amended budget shall also be furnished to each member of the Association.

6.7 Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining quarterly installments for the fiscal year upon notice thereof to the unit owner, and thereupon, the unpaid balance of the assessment shall

become due upon the date stipulated in the notice, but not less than fifteen (15) days after the delivery of, or the mailing of such notice to the apartment owner.

6.8 Termination of Membership. Termination of membership in the Condominium shall not relieve or release any such former owner or a member from a liability or obligation incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

6.9 Audits. An audit of the account of the Association shall be made annually or more frequently at the discretion of the Board of Directors by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than ninety (90) days from the last day of the year for which the audit is made.

7. RULES AND REGULATIONS.

7.1 As to Common Elements. The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the unit owners. The Board of Directors shall, from time to time, post in a conspicuous place on the condominium property, a copy of the rules and regulations adopted from time to time by the Board of Directors.

7.2 As to Condominium Units. The Board may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium unit (s); provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the condominium property.

7.3 Building Rules and Regulations. The following building rules and regulations shall apply to and be binding upon all apartment owners in the Condominium:

a. The condominium apartment shall be used only for residential purposes and no owner or owners shall permit use of their apartment for transient, hotel or commercial purposes;

b. Owner shall not use or permit use of their apartment in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property;

c. The common elements shall not be obstructed, littered, defaced or misused in any manner;

d. No structural changes or alterations shall be made in any unit, or to any of the common elements, except upon approval of the Board of Directors, or as provided in the Declaration of Condominium;

e. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration, or otherwise shall be conducted

SACHS SAX CAPLAN
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FACSIMILE (561) 994-4985

STEVEN G. RAPPAPORT, ESQ.
ALSO ADMITTED IN THE DISTRICT OF
COLUMBIA srappaport@ssclawfirm.com

June 6, 2023

VIA CERTIFIED MAIL - RETURN RECEIPT
REQUESTED AND REGULAR U.S. MAIL

Bethany Reis
50 S.E. 12th Street
#1680
Boca Raton, FL 33432

Re: Villa Valencia Condominium Association, Inc.
Our File No. 6223.01

Dear Ms. Reis:

Please be advised that this law firm represents Villa Valencia Condominium Association, Inc. ("Association"). The matter of your allowing your three (3) cats to roam free throughout the property outside of your unit, including on people's cars, has been referred to our attention.

As you may be aware, the Association's Rules and Regulations prohibit the keeping of pets within a Condominium unit. We understand that you have provided the Association with a doctor's letter indicating that your cats are Emotional Support Animals, pursuant to Fair Housing laws. However, please note, that being the case, the animals still must be kept entirely indoors at all times and cannot be allowed to roam free on the Condominium property, outside of the unit, or on any other owner's or resident's vehicles or property.

With this in mind this letter is simply being provided to demand that you, immediate, now and in the future, CEASE and DESIST from allowing your animals to roam free throughout the Condominium property outside of your unit. Failure to do so will leave the Association no choice but to pursue its available legal remedies. This may include the filing of an injunction action in Circuit Court or Mandatory Pre-Suit Arbitration or Mediation, pursuant to Section 718.1255, Florida Statutes. As such, please treat this letter as the Association's required Pre-Arbitration Notice, pursuant to Section 718.1255, Florida Statutes.

In the alternative, should you continue to violate the Association's Rules and Regulations and allow your animals to roam freely on the Condominium property, the Association may have no choice but to rescind any approvals of your animals as Emotional Support Animals, and seek their removal from the property on a permanent basis.



Bethany Reis
Re: Villa Valencia Condo
June 6, 2023
Page 2

We trust this letter accurately sets forth the Association's position with regard to the documents identified above. Should you be in doubt as to your duties and responsibilities under the documents noted above, we strongly suggest that you consult with independent legal counsel.

Very truly yours,

SACHS SAX CAPLAN

Steven G. Rappaport

STEVEN G. RAPPAPORT

SGR/sab
cc: Villa Valencia Condominium Association, Inc

SACHS SAX CAPLAN
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STEVEN G. RAPPAPORT, ESQ.
ALSO ADMITTED IN THE DISTRICT OF
COLUMBIA srappaport@ssclawfirm.com

June 27, 2023

VIA CERTIFIED MAIL - RETURN RECEIPT
REQUESTED AND REGULAR U.S. MAIL

Bethany Reis
50 S.E. 12th Street
#1680
Boca Raton, FL 33432

Re: Villa Valencia Condominium Association, Inc. / Bethany Reis
Our File No. 6223.01

DEMAND FOR PRESUIT MEDIATION PURSUANT TO
SECTIONS 718.1255 AND 720.311, FLORIDA STATUTES

Dear Ms. Reis:

The alleged aggrieved party, Villa Valencia Condominium Association, Inc., hereby demands that Bethany Reis, Owners of the Property located at 50 S.E. 12th Street, Unit 1680, Boca Raton, Florida, as the responding party, engage in mandatory presuit mediation in connection with the following disputes, which by statute are of a type that are subject to presuit mediation:

As you are aware from previous correspondence, you continue to allow your cats to roam outside, unattended where they walk all over cars and other resident property. Your cats must be kept indoors and under control and not allowed to roam freely outside and unattended.

Pursuant to Section 720.311, Florida Statutes, this demand to resolve the dispute through presuit mediation is required before a lawsuit can be filed concerning the dispute. Pursuant to the statute, the parties are required to engage in presuit mediation with a neutral third-party mediator in order to attempt to resolve this dispute without court action, and the aggrieved party demands that you likewise agree to this process. If you fail to participate in the mediation process, suit may be brought against you without further warning.

The process of mediation involves a supervised negotiation process in which a trained, neutral third-party mediator meets with both parties and assists them in exploring possible opportunities for resolving part or all of the dispute. By agreeing to participate in presuit mediation, you are not bound in any way to change your position. Furthermore, the mediator



Bethany Reis
Re: Villa Valencia Condo
June 27, 2023
Page 2

has no authority to make any decisions in this matter or to determine who is right or wrong and merely acts as a facilitator to ensure that each party understands the position of the other party and that all options for reasonable settlement are fully explored.

If an agreement is reached, it shall be reduced to writing and become a binding and enforceable commitment of the parties. A resolution of one or more disputes in this fashion avoids the need to litigate these issues in court. The failure to reach an agreement, or the failure of a party to participate in the process, results in the mediator declaring an impasse in the mediation, after which the aggrieved party may proceed to court on all outstanding, unsettled disputes. If you have failed or refused to participate in the entire mediation process, you will not be entitled to recover attorney's fees, even if you prevail.

The aggrieved party has selected and hereby lists five certified mediators who we believe to be neutral and qualified to mediate the dispute. You have the right to select any one of these mediators. The fact that one party may be familiar with one or more of the listed mediators does not mean that the mediator cannot act as a neutral and impartial facilitator. Any mediator who cannot act in this capacity is required ethically to decline to accept engagement. The mediators that we suggest, and their current hourly rates, are as follows:

1. Jeff M. Brown, Esq.
750 S. Dixie Highway
Boca Raton, FL 33432
(561) 395-0000
Rate: \$250.00 per hour
2. Mark Greenberg
Breakthrough Mediation
2001 Palm Beach Lakes Blvd., Suite 410
West Palm Beach, FL 33409
(561) 712-4717
Rate: \$450.00 per hour
3. Tina Scott Polsky, Esq.
21286 Falls Ridge Way
Boca Raton, FL 33428
(561) 962-4400
Rate: \$175.00 per hour
4. Gordon A. Dieterle
Peter M. Feaman, P.A.
1880 N. Congress Ave., Suite 302
Boynton Beach, FL 33426
(561) 734-5552
Rate: \$300 per hour

Bethany Reis
Re: Villa Valencia Condo
June 27, 2023
Page 3

5. Steven A. Mayans, Esq.
Mayans Mediation & Arbitration
823 North Olive Ave.
West Palm Beach, FL 33401
(561)832-9128
Rate: \$375 per hour

You may contact the offices of these mediators to confirm that the listed mediators will be neutral and will not show any favoritism toward either party. The Florida Supreme Court can provide you a list of certified mediators.

Unless otherwise agreed by the parties, Section 720.311(2)(b), Florida Statutes, requires that the parties share the cost of presuit mediation equally, including the fee charged by the mediator. An average mediation may require three to four hours of the mediator's time, including some preparation time, and the parties would need to share equally the mediator's fees as well as their own attorney's fees if they choose to employ an attorney in connection with the mediation. However, use of an attorney is not required and it is at the option of each party. The mediators may require the advance payment of some or all of the anticipated fees. The aggrieved party hereby agrees to pay or prepay one-half of the mediator's estimated fees and to forward this amount or such other reasonable advance deposits as the mediator requires for this purpose. Any funds deposited will be returned to you if these are in excess of your share of the fees incurred.

To begin your participation in presuit mediation to try to resolve the dispute and avoid further legal action, please sign below and clearly indicate which mediator is acceptable to you. We will then ask the mediator to schedule a mutually convenient time and place for the mediation conference to be held. The mediation conference must be held within ninety (90) days of this date, unless extended by mutual written agreement. In the event that you fail to respond within 20 days from the date of this letter, or if you fail to agree to at least one of the mediators that we have suggested or to pay or prepay to the mediator one-half of the costs involved, the aggrieved party will be authorized to proceed with the filing of a lawsuit against you without further notice and may seek an award of attorney's fees and costs incurred in attempting to obtain mediation.

Therefore, please give this matter your immediate attention. By law, your response must be mailed by certified mail, return receipt requested, and by first-class mail to the undersigned,

Bethany Reis
Re: Villa Valencia Condo
June 27, 2023
Page 4

Steven G. Rappaport, Esq., c/o Sachs Sax Caplan, 6111 Broken Sound Parkway, NW, Suite 200, Boca Raton, Florida 33487.

Very truly yours,

SACHS SAX CAPLAN

STEVEN G. RAPPAPORT

SGR:ms
cc: Villa Valencia Condominium Association, Inc.

Bethany Reis
Re: Villa Valencia Condo
June 27, 2023
Page 5

RESPONDING PARTY: YOUR SIGNATURE INDICATES YOUR AGREEMENT TO THAT CHOICE.

AGREEMENT TO MEDIATE

The undersigned hereby agrees to participate in presuit mediation and agrees to attend a mediation conducted by the following mediator or mediators who are listed above as someone who would be acceptable to mediate this dispute:

[List acceptable mediator or mediators here]

I/we further agree to pay or prepay one half of the mediator's fees and to forward such advance deposits as the mediator may require for this purpose.

Signature of Responding Party

Telephone and contact information

Signature and telephone contact information of Responding Party #2 if applicable (if property is owned by more than one person, all Owners must sign.

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ATTORNEYS AT LAW

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STEVEN G. RAPPAPOORT, ESQ.
ALSO ADMITTED IN THE DISTRICT OF
COLUMBIA srappaport@ssclawfirm.com

October 7, 2025

**VIA CERTIFIED MAIL - RETURN RECEIPT
REQUESTED AND REGULAR U.S. MAIL**

Bethany Reis
50 S.E. 12th Street
#168
Boca Raton, FL 33432

**Re: Villa Valencia Condominium Association, Inc. / Bethany Reis
Our File No. 6223.01**

Dear Ms. Reis:

As you are aware this firm represents Villa Valencia Condominium Association, Inc. We are advised that your cats continue to be left outside to roam unattended and continue to be a source of nuisance to the community and its residents. As we have attempted to resolve this multiple times, including through previous mediation which was refused by you, we are now authorized to seek relief in court. However, as a courtesy and to seek to resolve one last time, we are re-issuing our pre-suit mediation offer. Please take note of the below and respond within the required time frame.

**DEMAND FOR PRESUIT MEDIATION PURSUANT TO
SECTIONS 718.1255 AND 720.311, FLORIDA STATUTES**

The alleged aggrieved party, Villa Valencia Condominium Association, Inc., hereby demands that Bethany Reis, Owners of the Property located at 50 S.E. 12th Street, Unit 1680, Boca Raton, Florida, as the responding party, engage in mandatory presuit mediation in connection with the following disputes, which by statute are of a type that are subject to presuit mediation:

As you are aware from previous correspondence, you continue to allow your cats to roam outside, unattended where they walk all over cars and other resident property. Your cats must be kept indoors and under control and not allowed to roam freely outside and unattended.

Pursuant to Section 720.311, Florida Statutes, this demand to resolve the dispute through presuit mediation is required before a lawsuit can be filed concerning the dispute. Pursuant to the statute, the parties are required to engage in presuit mediation with a neutral third-party mediator in order to attempt to resolve this dispute without court action, and the aggrieved party demands



that you likewise agree to this process. If you fail to participate in the mediation process, suit may be brought against you without further warning.

The process of mediation involves a supervised negotiation process in which a trained, neutral third-party mediator meets with both parties and assists them in exploring possible opportunities for resolving part or all of the dispute. By agreeing to participate in presuit mediation, you are not bound in any way to change your position. Furthermore, the mediator has no authority to make any decisions in this matter or to determine who is right or wrong and merely acts as a facilitator to ensure that each party understands the position of the other party and that all options for reasonable settlement are fully explored.

If an agreement is reached, it shall be reduced to writing and become a binding and enforceable commitment of the parties. A resolution of one or more disputes in this fashion avoids the need to litigate these issues in court. The failure to reach an agreement, or the failure of a party to participate in the process, results in the mediator declaring an impasse in the mediation, after which the aggrieved party may proceed to court on all outstanding, unsettled disputes. If you have failed or refused to participate in the entire mediation process, you will not be entitled to recover attorney's fees, even if you prevail.

The aggrieved party has selected and hereby lists five certified mediators who we believe to be neutral and qualified to mediate the dispute. You have the right to select any one of these mediators. The fact that one party may be familiar with one or more of the listed mediators does not mean that the mediator cannot act as a neutral and impartial facilitator. Any mediator who cannot act in this capacity is required ethically to decline to accept engagement. The mediators that we suggest, and their current hourly rates, are as follows:

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750 S. Dixie Highway
Boca Raton, FL 33432
(561) 395-0000
Rate: \$250.00 per hour
2. Mark Greenberg
Breakthrough Mediation
2001 Palm Beach Lakes Blvd., Suite 410
West Palm Beach, FL 33409
(561) 712-4717
Rate: \$450.00 per hour
3. Tina Scott Polsky, Esq.
21286 Falls Ridge Way
Boca Raton, FL 33428
(561) 962-4400
Rate: \$350.00 per hour

Bethany Reis
Re: Villa Valencia Condo
October 7, 2025
Page 3

4. Gordon A. Dieterle
Peter M. Feaman, P.A.
1880 N. Congress Ave., Suite 302
Boynton Beach, FL 33426
(561)734-5552
Rate: \$350 per hour
5. Steven A. Mayans, Esq.
Mayans Mediation & Arbitration
823 North Olive Ave.
West Palm Beach, FL 33401
(561)832-9128
Rate: \$375 per hour

You may contact the offices of these mediators to confirm that the listed mediators will be neutral and will not show any favoritism toward either party. The Florida Supreme Court can provide you a list of certified mediators.

Unless otherwise agreed by the parties, Section 720.311(2)(b), Florida Statutes, requires that the parties share the cost of presuit mediation equally, including the fee charged by the mediator. An average mediation may require three to four hours of the mediator's time, including some preparation time, and the parties would need to share equally the mediator's fees as well as their own attorney's fees if they choose to employ an attorney in connection with the mediation. However, use of an attorney is not required and it is at the option of each party. The mediators may require the advance payment of some or all of the anticipated fees. The aggrieved party hereby agrees to pay or prepay one-half of the mediator's estimated fees and to forward this amount or such other reasonable advance deposits as the mediator requires for this purpose. Any funds deposited will be returned to you if these are in excess of your share of the fees incurred.

To begin your participation in presuit mediation to try to resolve the dispute and avoid further legal action, please sign below and clearly indicate which mediator is acceptable to you. We will then ask the mediator to schedule a mutually convenient time and place for the mediation conference to be held. The mediation conference must be held within ninety (90) days of this date, unless extended by mutual written agreement. In the event that you fail to respond within 20 days from the date of this letter, or if you fail to agree to at least one of the mediators that we have suggested or to pay or prepay to the mediator one-half of the costs involved, the aggrieved party will be authorized to proceed with the filing of a lawsuit against you without further notice and may seek an award of attorney's fees and costs incurred in attempting to obtain mediation.

Bethany Reis
Re: Villa Valencia Condo
October 7, 2025
Page 4

Therefore, please give this matter your immediate attention. By law, your response must be mailed by certified mail, return receipt requested, and by first-class mail to the undersigned, **Steven G. Rappaport, Esq., c/o Sachs Sax Caplan, 6111 Broken Sound Parkway, NW, Suite 200, Boca Raton, Florida 33487.**

Very truly yours,

SACHS SAX CAPLAN

/s/ *Steven G. Rappaport*

STEVEN G. RAPPAPORT

SGR:ms
cc: Villa Valencia Condominium Association, Inc.

Bethany Reis
Re: Villa Valencia Condo
October 7, 2025
Page 5

RESPONDING PARTY: YOUR SIGNATURE INDICATES YOUR AGREEMENT TO THAT CHOICE.

AGREEMENT TO MEDIATE

The undersigned hereby agrees to participate in presuit mediation and agrees to attend a mediation conducted by the following mediator or mediators who are listed above as someone who would be acceptable to mediate this dispute:

[List acceptable mediator or mediators here]

I/we further agree to pay or prepay one half of the mediator's fees and to forward such advance deposits as the mediator may require for this purpose.

BETHANY REIS

Signature

Date

Telephone and contact information

Signature and telephone contact information of Responding Party #2 if applicable (if property is owned by more than one person, all Owners must sign.