

IN THE CIRCUIT COURT OF THE  
15th JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO.

DENISE BOHRER,

Plaintiff,

vs.

REGENCY AT BOCA POINT CONDOMINIUM  
ASSOCIATION, INC., a Florida not-for-profit corporation,

Defendant.

---

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

Plaintiff, DENISE BOHRER (“Plaintiff”), sues Defendant, REGENCY AT BOCA POINT CONDOMINIUM ASSOCIATION, INC. (“Association”), and alleges:

**I. JURISDICTION, VENUE AND ATTORNEY’S FEES**

1. This is an action for injunctive relief and to recover damages in excess of the jurisdictional limits of this Court, to wit: damages in excess of \$50,000.00, exclusive of attorneys’ fees, costs and interest, and Plaintiff hereby demands a trial by jury of all facts triable by a jury, accordingly, although, to file this complaint, undersigned counsel is being required by order of the Supreme Court of Florida to contemporaneously complete a civil cover sheet with a dollar figure as an estimated amount of claim for data collection and clerical processing purposes only, the full monetary value of the damages suffered by Plaintiff is

yet to be determined and will be decided by a verdict by the jury or Judge that judges the facts of this action, in compliance with Article I, Section 22, Florida Constitution.

2. This Court has subject matter jurisdiction pursuant to Article V, Section 5 of the Florida Constitution and Chapters 26 and 718, Florida Statutes.
3. Venue is proper in Palm Beach County, Florida, because the subject property is located in this County and the acts and omissions complained of occurred herein.
4. At all times material, Defendant was and is a Florida not-for-profit corporation responsible for the operation, maintenance, and repair of the Condominium property pursuant to Chapter 718, Florida Statutes, and the governing Declaration.
5. Due to the Defendant's conduct, Plaintiff has been obligated to retain undersigned counsel to bring this action and pursuant to the subject Declaration of Condominium, By-Laws and Rules and Regulations of REGENCY AT BOCA POINT CONDOMINIUM as well as all amendments thereto (and by statutory and contractual incorporation of the Condominium Act, Chapter 718 including Sections 718.104, 718.111(2) and 718.303, Florida Statutes) (sometimes herein collectively referred to as the "Declaration of Condominium") undersigned counsel is entitled to a reasonable attorneys' fees in this matter to be paid by the Defendant.

## **II. PARTIES AND CONTRACT**

6. At all times material hereto, the Plaintiff, DENISE BOHRER owned the real property commonly described as Unit E-102, 7580 Regency Lakes Drive, Boca Raton, Florida (Sometime referred to as "Unit #E-102").
7. Plaintiff is wheelchair-dependent and qualifies as a person with a disability under the Fair Housing Act (42 U.S.C. § 3601 et seq.) and applicable Florida law.

8. Defendant Association is responsible for maintaining, repairing, and replacing the common elements and certain limited common elements pursuant to the Declaration and Florida Statutes § 718.113. A copy of the Declaration of Condominium, By-Laws and Rules and Regulations of Regency at Boca Pointe, a Condominium (as well as all amendments thereto) is being filed with the court, however, the Declaration and Exhibits are also in the public records in and for Palm Beach County Florida as recorded in Official Records Book 5315 at Page 03121. Discovery is pending as to any additional amendments.

### **III. GENERAL FACTUAL ALLEGATIONS**

#### **A. The Water Intrusion Event**

9. On or about November 4th, 2022 the Plaintiff, DENISE BOHRER discovered substantial damages to her condominium unit, Unit #E-102.
10. Plaintiff's Unit sustained a top-down water intrusion event affecting ceilings, perimeter drywall, wall cavities, insulation, and system-adjacent components.
11. The building components affected include common elements and limited common elements for which the Association has a continuing, non-delegable duty to maintain and repair.
12. The Association received actual notice of the water intrusion and resulting mold contamination.
13. Defendant's failure to properly remediate the common elements and failure to provide reasonable accommodation constitute continuing breaches and continuing violations of statutory and contractual duties. Each refusal to implement standards-compliant remediation and each failure to provide a specific accommodation plan constitutes a new

and independent actionable violation. The discriminatory and unlawful conduct remains ongoing.

### **B. The Newmark Comprehensive Mold Assessment**

14. A comprehensive mold assessment was performed by Howard Newmark, CIEC, AIEH, MRSA3 (“Newmark”).
15. Newmark’s assessment included twenty-eight (28) total samples consisting of: a. Multiple indoor air samples; b. Surface (swab) samples; c. Outdoor/background comparison samples; d. Quality-control blanks.
16. The assessment evaluated multiple rooms and system-related components.
17. Laboratory data identified abnormal mold and microbial conditions in multiple locations.
18. A detailed remediation protocol was prepared addressing wall cavities, insulation, ceiling cavities, and system components consistent with ANSI/IICRC S520 and S500 standards.
19. The Association has been in possession of this report for years.

### **C. The SERVPRO “Limited Mold Assessment”**

20. Rather than implement the Newmark remediation protocol, the Association retained SERVPRO / Environmental Plus.
21. The SERVPRO report expressly characterizes its inspection as a “limited mold assessment.”
22. SERVPRO collected only four (4) surface swab samples.
23. SERVPRO performed: a. No air sampling; b. No indoor/outdoor comparative sampling; c. No meaningful HVAC/system analysis; d. No representative cavity testing.
24. The limited four-swab, surface-only methodology is incapable of determining the presence or distribution of airborne or concealed contamination following a top-down water event.

25. ANSI/IICRC standards require adequate and representative sampling in water intrusion environments and caution against reliance solely on visual or limited surface sampling.

**D. Arbitrary Limitation to “Drywall Only”**

26. Based on the limited report, the Association announced it would remediate “only drywall.”

27. The Association’s position ignores: a. Wall cavities; b. Insulation; c. Ceiling cavities; d. Framing components; e. System-adjacent components.

28. Drying alone does not constitute mold remediation.

29. Limiting remediation to surface drywall removal constitutes incomplete and unreasonable repair.

**E. Continuing Delay and Failure to Provide Scope**

30. For years, the Association has failed to: a. Implement a comprehensive remediation plan; b. Provide a full written scope of work; c. Provide containment methodology; d. Provide negative-air or clearance protocols; e. Provide a definitive start and end date.

31. The Association has repeatedly delayed remediation while conducting additional “inspections.”

**F. Failure to Provide Disability Accommodation**

32. Plaintiff is wheelchair-dependent.

33. The Association has acknowledged the need for “reasonable accommodation” but has failed to provide: a. A written accommodation plan; b. Safe ingress and egress planning; c. Dust and air-quality protections; and d. Temporary relocation arrangements.

34. Without a full scope and schedule, meaningful accommodation cannot be evaluated or provided.

### **G. Continuing Harm**

35. The Association's delay and incomplete remediation have prolonged unsafe and unhealthy conditions.
36. The Unit has been rendered unsafe and uninhabitable and otherwise constitutes hazardous conditions.

### **H. Damages**

37. As a direct and proximate result of Defendant's acts and omissions, Plaintiff has suffered property damage, loss of use, and other legally cognizable damages.
38. Plaintiff has suffered and continues to suffer compensatory damages.
39. "Compensatory damages," as used herein, include the reasonable and necessary costs to:
  - a. Repair and restore the Unit to its pre-loss condition;
  - b. Properly remediate mold contamination in accordance with accepted industry standards;
  - c. Repair and replace damaged building materials, including drywall, insulation, ceiling components, and related finishes;
  - d. Remediate concealed contamination within wall cavities and system-adjacent components;
  - e. Restore the Unit to a safe and habitable condition.
40. Plaintiff has further suffered consequential damages, which were the natural, foreseeable, and proximate result of Defendant's failure to timely and properly remediate the water intrusion and mold contamination.
41. "Consequential damages," as used herein, include, but are not limited to:
  - a. Loss of use and enjoyment of the Unit ;
  - b. Diminution in value of the Unit;
  - c. Temporary relocation expenses, including alternative housing and storage;
  - d. Increased utility expenses;
  - e. Out-of-pocket remediation assessments, testing expenses, and expert costs incurred as a result of Defendant's delay;
  - f. Damage to personal property;
  - g. Additional remediation costs

caused by prolonged exposure and continued microbial growth; h. Costs associated with disability-related impacts caused by unsafe or inaccessible conditions.

42. The consequential damages suffered by Plaintiff were reasonably foreseeable at the time of Defendant's breach and arose directly from Defendant's failure to comply with its continuing, non-delegable duty to maintain and repair the common elements.

43. Plaintiff's damages are ongoing in nature.

44. In addition, as a direct and proximate result of Defendant's failure to maintain the common elements and restore the Unit to a safe and habitable condition, Plaintiff has suffered non-economic damages arising from the prolonged unsafe, unhealthy, and uninhabitable condition of her home.

45. Plaintiff's Unit constitutes her primary residence and place of safety, security, and daily living.

46. Defendant's failure to timely and properly remediate the mold contamination and water damage has resulted in:

- a. Persistent exposure to unsafe environmental conditions;
- b. Ongoing uncertainty regarding the safety and habitability of the dwelling;
- c. Repeated disruption of normal daily living activities;
- d. Interference with Plaintiff's possessory interest in and safe use of her home.

47. As a foreseeable and direct result of these conditions, Plaintiff has experienced mental anguish, anxiety, stress, and loss of peace of mind associated with residing in a dwelling rendered unsafe and potentially hazardous.

48. The non-economic damages alleged herein arise directly from the interference with Plaintiff's possessory interest in her home and the loss of the safe use and enjoyment of her residence.

49. Such damages were reasonably foreseeable in light of the nature of the water intrusion, documented mold contamination, prolonged delay in remediation, and Plaintiff's disability.

**COUNT I – BREACH OF CONTRACT (DECLARATION)**

50. Plaintiff realleges paragraphs 1–49.

51. The Declaration constitutes a binding contract between Plaintiff and the Association.

52. The Association has a continuing, non-delegable duty to maintain and repair common elements.

53. In addition to the foregoing obligation(s) at all times material hereto, the Defendant was obligated and had the non-delegable duty:

(a) not to create a nuisance nor cause any use or practice be allowed which or which interferes with the peaceful possession of Plaintiff's Unit;

(b) not to cause any improper or offensive odors from mold or otherwise;

(c) to observe all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover;

(d) not to permit any conduct that interferes with the rights, comforts or convenience of Plaintiff's unit;

(e) not to violate the Plaintiff's exclusive easement for the use of airspace occupied by Plaintiff's unit;

(f) not to hinder or encroach upon the lawful rights of the Plaintiff's unit;

- (g) not to unreasonably or unnecessarily disturb the Plaintiff in the occupancy of her unit;
- (h) not to interfere with the Plaintiff's quiet enjoyment of her unit;
- (i) not to prevent the use of the common elements;
- (j) to promptly repair the common elements as well as Plaintiff's Unit (or portions thereof) as a result of the water leaking through the common elements; and/or
- (k) to maintain and promptly repair the common elements.

54. The Association breached its obligations by:

- a. Failing to remediate timely;
- b. Failing to follow industry standards;
- c. Arbitrarily limiting scope to drywall only;
- d. Failing to properly remediate contaminated common elements; and violating the obligations and duties alleged in paragraphs 53(a)-(k) above.

55. As a direct and proximate result of Defendant's breach, Plaintiff has sustained compensatory damages, including the cost to properly remediate and restore the Unit, and consequential damages, including loss of use, diminution in value, relocation expenses, additional remediation costs caused by delay, loss of use and other foreseeable damages as described above.

WHEREFORE, Plaintiff demands judgment for compensatory and consequential damages, attorneys' fees pursuant to §718.303, Florida Statutes, costs, and such further relief as the Court deems just.

### **COUNT II – NEGLIGENCE**

56. Plaintiff realleges paragraphs 1–49.

57. Defendant owed a duty to maintain common elements in a reasonably safe condition.

58. Defendant breached that duty by failing to perform standards-compliant remediation.

59. Defendant's conduct created foreseeable mold contamination and health risks.

60. Plaintiff has suffered property damage and other legally cognizable damages. To the extent emotional distress damages are recoverable under Florida law, such damages arise from and are directly related to the property damage and interference with Plaintiff's possessory interest in her home..

WHEREFORE, Plaintiff demands compensatory and consequential damages, costs, and such further relief as appropriate.

**COUNT III – BREACH OF FIDUCIARY DUTY**

61. Plaintiff realleges paragraphs 1–49.

62. The Association and its Board owe fiduciary duties to unit owners.

63. Defendant acted arbitrarily and in bad faith by selecting a limited methodology to restrict remediation.

64. Defendant prolonged hazardous conditions.

65. Plaintiff suffered damages.

WHEREFORE, Plaintiff demands compensatory and consequential damages and appropriate equitable relief.

**COUNT IV – VIOLATION OF FAIR HOUSING ACT (42.U.S.C. § 3604(f))**

66. Plaintiff realleges paragraphs 1–49.

67. Plaintiff is a disabled person within the meaning of the FHA.

68. Defendant failed to provide reasonable accommodation necessary for equal use and enjoyment of the dwelling.

69. Defendant failed to engage in an interactive process and failed to provide a written accommodation plan.
70. Defendant's failure to engage in a meaningful interactive process and to provide a specific, timely accommodation constitutes a continuing discriminatory housing practice. The discriminatory conduct remains ongoing and has not terminated, and Plaintiff brings this action within two years of the most recent discriminatory act.
71. Emotional distress damages are independently recoverable under the Fair Housing Act.
72. Defendant's failure to provide reasonable accommodation and failure to implement a safe remediation plan has caused Plaintiff humiliation, stress, anxiety, and loss of dignity associated with being forced to live in unsafe conditions without appropriate accommodation.
73. Plaintiff is entitled to recover compensatory damages, including emotional distress damages, pursuant to 42 U.S.C. § 3613(c).

WHEREFORE, Plaintiff demands injunctive relief, compensatory and consequential damages, attorneys' fees pursuant to 42 U.S.C. § 3613(c), and costs.

#### **COUNT V – INJUNCTIVE RELIEF**

74. Plaintiff realleges paragraphs 1–49.
75. Defendant's continuing failure to properly remediate contaminated common elements constitutes an ongoing condition affecting the structural integrity, environmental safety, and habitability of Plaintiff's residence.
76. The presence of unresolved mold contamination and incomplete remediation creates a continuing hazard that cannot be adequately remedied solely through an award of monetary damages.

77. Monetary damages alone cannot restore Plaintiff's home to a safe and habitable condition without the implementation of a standards-compliant remediation protocol.
78. Absent immediate injunctive relief, Plaintiff will continue to suffer irreparable harm, including exposure to unsafe environmental conditions and loss of safe use of her dwelling.
79. Defendant's continuing failure to properly remediate constitutes irreparable harm.
80. Monetary damages alone are inadequate.
81. The injunctive relief sought herein is not duplicative of the damages requested but is necessary to prevent continued exposure to hazardous conditions and to compel Defendant's compliance with its ongoing statutory and contractual duties.

WHEREFORE, Plaintiff requests entry of a mandatory injunction requiring Defendant to:

- a. Implement a standards-compliant remediation protocol;
- b. Address all affected common element components promptly and properly repairing/replacing all of the common and limited common elements;
- c. Provide a written accommodation plan;
- d. Complete remediation within a Court-ordered timeline.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that this Court:

- A. Award compensatory damages in an amount to be proven at trial, including the full cost to properly remediate, repair, and restore the Unit in compliance with industry standards;
- B. Award consequential damages in an amount to be proven at trial, including but not limited to:
  1. Loss of use and enjoyment;
  2. Diminution in property value;
  3. Relocation and alternative housing expenses;

4. Out-of-pocket expert and remediation costs;
5. Additional damages caused by Defendant's delay;
6. Personal property damage to the extent attributable to defendant;
7. Disability-related impacts and associated costs;

C. Enter mandatory injunctive relief requiring standards-compliant remediation as set forth above;

D. Award statutory attorneys' fees and costs pursuant to Chapter 718, Florida Statutes, and applicable federal law;

E. Award pre-judgment and post-judgment interest;

F. Grant such other and further relief as this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff demands trial by jury on all issues so triable.

Dated: 3/06/2026.

Respectfully submitted,

HAROLD B. KLITE TRUPPMAN, P.A.  
*Attorney for Plaintiff*  
1100 Brickell Bay Drive, 34J  
Miami, Florida 33131  
(305) 374-7974  
Email: [hbkt@truppmanlawoffices.com](mailto:hbkt@truppmanlawoffices.com)  
[truppmanparalegal@gmail.com](mailto:truppmanparalegal@gmail.com)

By: /s/ Harold B. Klite Truppman  
HAROLD B. KLITE TRUPPMAN, ESQ.  
FBN: 0856126