

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

VENTNOR "B" CONDOMINIUM
ASSOCIATION, INC., a Florida nonprofit
corporation; and ROSS GILSON, Individually
and as Putative Class Representative,

Case No.: 09-037544 (25)

Plaintiffs,

vs.

THE PLASTRIDGE AGENCY, INC.,
a Florida corporation, CONDOMINIUM
OWNERS ORGANIZATION OF CENTURY
VILLAGE, INC., a Florida nonprofit corporation;
and CVE MASTER MANAGEMENT, INC.,
a Florida Non Profit Corporation

Defendants.

AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs, VENTNOR "B" CONDOMINIUM ASSOCIATION, Inc., and ROSS GILSON, individually and as Putative Class Representative (collectively, "Plaintiffs") by and through undersigned counsel, and for their claims against Defendants, THE PLASTRIDGE AGENCY, INC., ("PLASTRIDGE") a Florida corporation, CONDOMINIUM OWNERS ORGANIZATION OF CENTURY VILLAGE, INC., a Florida nonprofit corporation (hereinafter "COOCVE"), and CVE MASTER MANAGEMENT, INC., a Florida nonprofit corporation (hereinafter "CVE"), (hereinafter, collectively, "Defendants") and allege as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction of this matter as the amount in controversy exceeds the sum or value of Fifteen Thousand Dollars (\$15,000.00), exclusive of interest, costs and attorney's fees.

2. Venue is proper in this Court as all parties are located and the causes of action arose in Broward County, Florida.

3. The business and property that are the subject matter of the present action are located in Broward County, Florida.

THE PARTIES

4. Plaintiff, Ventnor B is authorized by Florida Statute to represent a class comprised of individual unit owners residing within Ventnor B, as a condominium association in Century Village of Deerfield Beach. Ventnor B is a non-profit Florida corporation and transacts its usual and customary business in Broward County, Florida.

5. Plaintiff, Ross Gilson, ("Gilson") is a unit owner who brings this action in his own right and as a class action on behalf of all similarly situated unit owners. Gilson is an appropriate representative of the class of members of the condominium associations comprising Century Village of Deerfield Beach.

6. Upon information and belief, Defendant, PLASTRIDGE is a Florida corporation having its principal business location at: 820 NE 6th Avenue, Delray Beach, FL 33483. In addition, PLASTRIDGE is license to provide insurance services in the State of Florida.

7. Upon information and belief, Defendants, CVE and COOCVE, both profess to be umbrella organizations for individual unit owners and the condominium associations that comprise Century Village of Deerfield Beach. However, CVE and COOCVE perform these functions without known statutory or contractual authority.

8. All conditions precedent to this cause of action, both contractual and legal, have been performed, excused or waived. This action is properly filed in Broward County, Florida, under Ch. 47, Fla. Stat. (2007), because the cause of action sued upon herein accrued in Broward County, Florida.

9. As a result of Defendants' conduct, Plaintiffs have been required to retain the services of the undersigned counsel to represent its interests in this action and are obligated to pay a reasonable fee for their services.

ALLEGATIONS APPLICABLE TO ALL COUNTS

10. CVE and COOCVE, without any known proper authorization, took over the duties of obtaining insurance for the individual associations found at Century Village East in Deerfield Beach including without limitation Ventnor B.

11. On or about January, 2005, an aggregate package of insurance policies, including a Southern Family Property Insurance Policy, Number CNP3003169 (the "Policies"), was issued through PLASTRIDGE, as the insurance broker, insurance agent, or both. The policies were purchased by COOCVE and invoiced by CVE, naming Plaintiff, Ventnor "B" (and all other similarly situated associations of Century Village East) as named insureds.

12. The Policy, which contained a 90% co-insurance provision, did not provide for payment of full replacement value or "MIRV" (Maximum Insurance Replacement Value) for sustained losses, notwithstanding that Ventnor B's Condo Documents (as was the case with all Century Village East Associations) required same to be covered under any policy of Insurance purchased on behalf of the Association.

13. On July 7, 2005, Ventnor B sustained damage and loss to the subject property resulting from a fire. Ventnor B submitted a claim to Southern Family, which insurer was later replaced by FIGA due to insolvency.

14. Ventnor B passed special assessments for the fire casualty and related expenses. The estimated costs for repair (and not for replacement, which would be more expensive, and which is required by the Condo Documents) of the subject property, far exceeds

the amount of coverage afforded by the policy. The policy coverage is "per se" grossly inadequate.

15. On October 25, 2005, Hurricane Wilma hit South Florida, at which time, COOCVE became a named insured, along with each condominium association, on the policies of insurance issued by PLASTRIDGE, without the consent of the insured, even though COOCVE is not a named insured nor does it have an insurable interest at Century Village East. Prior to Hurricane Wilma, COOCVE was not co-insured under the policies. PLASTRIDGE knew or should have known the COOCVE did not have the requisite right or authority to direct PLASTRIDGE Agency to make COOCVE an additional insured. As a result, all checks for claims proceeds required COOCVE's endorsement and COOCVE exercised unauthorized control of insurance proceeds.

16. During the period of time relevant hereto, Ross Gilson, and all similarly situated Unit Owners made premium payments to CVE, which ostensibly acted as the agent of Unit Owners. Upon information and belief, COOCVE who had without right or authorization purchased insurance policies for the Century Village East Associations, thereby ostensibly acted as the agent for the Unit Owners and associations, said policies being grossly inadequate and in violation of all similarly situated Associations' Condominium Documents requirement of obtaining "MIRV." Again, COOCVE was without right and unauthorized to become "co-insureds" under the policies. As a direct result of the wrongful naming of COOCVE as a "co-insureds" by COOCVE and PLASTRIDGE, following unauthorized acts have occurred.

(a) COOCVE was able to gain control of all proceeds paid after the events of casualty known in South Florida as hurricane Wilma; (b) under the color of authorization COOCVE conspired with or directed PLASTRIDGE to appraise properties owned by the associations within Century Village East at far below the required "MIRV;" (c) COOCVE or CVE acted in concert to prevent the accurate accounting and subsequent distribution of Wilma

proceeds and insurance premium rebates to the associations within Century Village East, and (d) COOCVE was able to direct CVE to distribute insurance premium rebates to boards of the Association of Century Village East circumventing such reimbursement to individual unit owners, which V.O.S. had paid premiums that were then the subject of the reimbursement.

17. As such, reimbursements and/or rebates were paid by the Insurer or PLASTRIDGE to CVE or COOCVE, instead of properly being returned to the unit owners of Century Village East.

18. The undersigned firm sent a Civil Theft Demand to CVE in February 2009, requesting remittance of the treble amount of damages sustained by Gilson and the similarly situated Unit Owners pursuant to Section 772.11 of the Florida Statutes. See Exhibit "A" attached hereto.

19. Despite, CVE made payments to each of the Century Village East Associations, directly, and not to the Unit Owners. Payments were reported as having been calculated by dividing the total retained amount by the number of unit owners in each association. The resulting figure was then paid to each of the Century Village East Associations, with instructions for funds to be distributed equally among the respective Owners. See Exhibit "B" attached hereto.

20. No accounting was provided to the Unit Owners in order to identify what the total reimbursed amount was, or how that figure was ascertained. Finally, nothing was provided to show that the repayments had been calculated in a way that took into account the fact that many of the Unit Owners never paid for the original premiums on which the reimbursements and/or rebates were based. In the absence of such an accounting, the repayments were improper and presumably inaccurate and less than the amount required to be reimbursed.

21. The undersigned firm requested that CVE provide an accounting of the above-referenced calculations, in addition to evidence that all appropriate insurance providers which

may have a duty to defend or otherwise pay under this claim, were notified of the demand. See Exhibit "C", attached hereto.

22. To date, no accounting or other response has been provided.

COUNT I – NEGLIGENCE/BREACH OF FIDUCIARY DUTY
(Against Under Insurance)

23. Ventnor "B," on its own behalf and on behalf of the class of its unit owners, (hereinafter, Ventnor "B" Plaintiffs) incorporate by reference the allegations set forth in paragraphs 1 through 22, *supra*, as if fully set forth herein.

24. A fiduciary relationship existed at the time of the Agreement and thereafter, between COOCVE, CVE, PLASTRIDGE, and the Ventnor B Plaintiffs, as the Defendants were all entrusted with the tasks of purchasing, managing, and issuing the Policies of insurance for Ventnor B Plaintiffs' property, in accordance with the Condominium Documents which required that the level of insurance be "MIRV".

25. Ventnor B Plaintiffs reposed confidence and trust in PLASTRIDGE as a licensed insurance agency, and in the remaining Defendants and their Board and/or agents, as a result of the position of superiority and influence collectively held by COOCVE, CVE and its Board of Directors.

26. Defendants COOCVE and CVE, by and through the acts and omissions of its Board of Directors, and PLASTRIDGE through its agents, breached their fiduciary duties to Ventnor B Plaintiffs by failing to purchase, proper policies of insurance in accordance with the Plaintiff's Condo Documents and reasonably prudent standards of insurance, in that the policies provided were woefully inadequate to cover repair of the damages sustained or provide for "MRIV" of the property.

27. The conduct of Defendants evidences material and repeated breaches of the duties owed to Ventnor B Plaintiffs, which breaches were a proximate cause of damages

suffered by Ventnor B Plaintiffs, whereby the Plaintiff suffered a fire casualty which resulted in damages far exceeding policy limits.

28. The reckless acts and omissions of Defendants by and through their officers and directors and/or agents were committed in bad faith and in a manner exhibiting wanton and willful disregard of human rights, safety, or property, wherein "MIRV" was the actual level of insurance required on the property.

29. Defendants' acts and omissions were in conscious disregard of a risk known, or so obvious that it should have been known. Such risks were so obvious that it should have been known, to be so great as to make it highly probable that harm would follow from such actions or omissions. Namely, that in the event of a casualty there would not be adequate levels of insurance of the property, placing in peril the homes of the Ventnor B Unit Owners.

30. As a result of the foregoing, Ventnor B Plaintiffs and their members have suffered damages which now and will continue to pose a threat to the health, safety and welfare of Ventnor B Plaintiffs and their members, their guests and the general public until such uncovered repairs are affected. In fact, Ventnor B has been unable to repair the damage caused by the casualty some four (4) years after the event and many Unit Owners remain displaced from the building.

31. The foregoing breaches of duty were both the legal and factual cause of the aforementioned damages.

32. As a result of the foregoing, Ventnor B Plaintiffs have been compelled to retain the services of Attorneys in order to comply with statutory requirements and to institute and prosecute these proceedings, and to retain expert consultants and witnesses as reasonably necessary to prove their case, thus entitling Ventnor B Plaintiffs to an award of attorneys' fees and costs in amounts to be established at the time of trial.

WHEREFORE, the Association prays for judgment as follows:

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Garrity-Weiss, P.A.

1002 East Newport Center Drive, Suite 102, Deerfield Beach, Florida 33442

Broward (954) 570-6616

Facsimile (954) 570-6618

1. General and special damages as allowed by law, including but not limited to any cost to identify, mitigate, cure or repair the subject property, and any and all damages proximately caused by the failure to do so, in a sum to be determined according to proof;
2. Incidental and consequential damages proximately caused by the Defendants' breach, including but not limited to the loss of use, relocation and alternative housing, incidental expenses and lost business opportunity, all in sums to be determined according to proof;
3. Compulsory and punitive damages;
4. Attorneys' fees, costs of suit, and expert witness costs and expenses in sums according to proof;
5. Prejudgment, post-judgment, and statutory interest; and
6. Such other legal and equitable relief as the Court deems just and proper.

COUNT II – FRAUD
(Against All Defendants)

33. Association reasserts, re-alleges, and incorporates by reference all the allegations in paragraphs 1-22, above.

34. By representing to Ventnor B Plaintiffs that the procurement, purchase, issuance, and management, of the Policies was properly performed in an aggregate or otherwise unsubstantiated fashion, Defendants made a false statement and concealed a material fact. These statements were made at the time Defendants purchased, issued and managed the Ventnor B Policies.

35. Defendants knew or should have known that the Policies were not issued, or managed, in accordance with the Condo Documents or industry standards.

36. Defendants' representation that the procurement, purchase, issuance, and management, of the Policies were properly performed was relied upon by Ventnor B Plaintiffs. Defendants knew or should have known that representing same would induce reliance on the part of Ventnor B Plaintiffs that there was no material deficiencies procurement, purchase, issuance, and management of the Policies for the Subject Property. However, the Policies purchased were woefully inadequate and as a result Ventnor B is unable the repair the building after a fire casualty and is suffering continued harm.

37. Ventnor B Plaintiffs were harmed by relying on the representation that the procurement, purchase, issuance, and management, of the Policies for the Subject Property was proper. Had they known otherwise, the premiums would not have been paid and the Ventnor B Plaintiffs would not have entered into the Policies.

38. The foregoing misrepresentations of material facts and reliance by Ventnor B Plaintiffs were both the legal and factual causes of the aforementioned damages.

39. Additionally, COOCVE and CVE concealed and did not disclose to Ventnor B that the building had breached firewalls. Once the breaches were discovered, CVE specifically represented to all association members that the firewalls had been repaired and/or were safe. This information was material to Ventnor B Plaintiffs and their members as they were living in unsafe and damaged homes. The condition worsened the damage caused by the fire casualty.

40. As a result of the foregoing, Ventnor B Plaintiffs have been compelled to retain the services of Attorneys in order to comply with statutory requirements and to institute and prosecute these proceedings, and to retain expert consultants and witnesses as reasonably necessary to prove their case, thus entitling Ventnor B Plaintiffs to an award of attorneys' fees and costs in amounts to be established at the time of trial.

WHEREFORE, the Association prays for judgment as follows:

1. General and special damages as allowed by law, including but not limited to any

- cost to identify, mitigate, cure or repair the subject property, and any and all damages proximately caused by the failure to do so, in a sum to be determined according to proof;
2. Incidental and consequential damages proximately caused by the Defendants' breach, including but not limited to the loss of use, relocation and alternative housing, incidental expenses and lost business opportunity, all in sums to be determined according to proof;
 3. Compulsory and punitive damages;
 4. Attorneys' fees, costs of suit, and expert witness costs and expenses in sums according to proof;
 5. Prejudgment, post-judgment, and statutory interest; and
 6. Such other legal and equitable relief as the Court deems just and proper.

Count III-Accounting
(Against COOCVE and CVEMMC)

41. Plaintiffs, Ross Gilson individually and as putative class representative, hereinafter "Gilson Plaintiffs" incorporate by reference the allegations set forth in paragraphs 1 through 22, *supra*, as if fully set forth herein.

42. Gilson Plaintiffs and Defendants share a fiduciary relationship whereby Defendants owed Gilson Plaintiffs a duty to keep accurate records of the policies, premiums, reimbursements, and rebates of the Gilson Plaintiffs.

43. A remedy at law is inadequate without an accounting to determine the amount of reimbursements which was and which should have been received and distributed by COOCVE and/or CVEMMC.

WHEREFORE, the Association prays for judgment as follows:

1. General and special damages as allowed by law, including but not limited to any

cost to identify, mitigate, cure or repair the subject property, and any and all damages proximately caused by the failure to do so, in a sum to be determined according to proof;

2. Incidental and consequential damages proximately caused by the Defendants' breach, including but not limited to the loss of use, relocation and alternative housing, incidental expenses and lost business opportunity, all in sums to be determined according to proof;
3. Compulsory and punitive damages;
4. Attorneys' fees, costs of suit, and expert witness costs and expenses in sums according to proof;
5. Prejudgment, post-judgment, and statutory interest; and
6. Such other legal and equitable relief as the Court deems just and proper.

Count VI- Civil Theft
(Against COOCVE and CVEMMC)

44. Gilson Plaintiffs incorporates by reference the allegations set forth in paragraphs 1 through 22, *supra*, as if fully set forth herein.

45. Defendants knowingly obtained or used, or endeavored to obtain or to use, the property of Gilson Plaintiffs, including but not limited to the insurance rebate proceeds, with the felonious intent to either temporarily or permanently (a) deprive Gilson Plaintiffs of a right to the property or a benefit from its property, or (b) appropriate the property to its own use or to the a person not entitled to the use of the property.

WHEREFORE, the Association prays for judgment as follows:

1. General and special damages as allowed by law, including but not limited to any

cost to identify, mitigate, cure or repair the subject property, and any and all damages proximately caused by the failure to do so, in a sum to be determined according to proof;

2. Incidental and consequential damages proximately caused by the Defendants' breach, including but not limited to the loss of use, relocation and alternative housing, incidental expenses and lost business opportunity, all in sums to be determined according to proof;
3. Compulsory and punitive damages;
4. Attorneys' fees, costs of suit, and expert witness costs and expenses in sums according to proof;
5. Prejudgment, post-judgment, and statutory interest; and
6. Such other legal and equitable relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demands a trial by jury on all matters properly triable by jury under the laws of the United States and the State of Florida.

Respectfully submitted,

GARRITY-WEISS, P.A.
Counsel for Plaintiffs

1002 E. Newport Center Drive
Suite 102
Deerfield Beach, FL 33442
Telephone: (954) 570-6616
Facsimile: (954) 570-6618

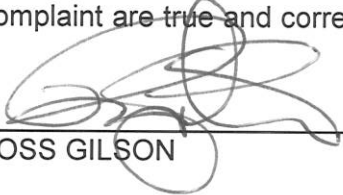
By: 

SUZANNE WEISS
Florida Bar No. 122718
JOSEPH GARRITY
Florida Bar No. 87531

Dated: October 26, 2009

VERIFICATION

The statements contained in the foregoing Verified Complaint are true and correct to the best of my knowledge, information and belief.

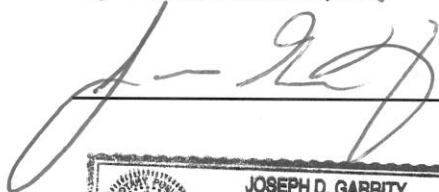


ROSS GILSON

BEFORE ME, the undersigned authority, personally appeared ROSS GILSON, to me well known to be the individual who executed the foregoing and who attested to me that the statements contained therein are true and correct to the best of his knowledge and belief.

WITNESS my hand and official seal of office this 26th day of October, 2009.

NOTARY PUBLIC
My Commission Expires:



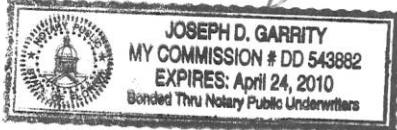


EXHIBIT A

Garrity-Weiss, P.A.

1002 East New Port Center Drive, Suite 102, Deerfield Beach, Florida 33442

Broward (954) 570-6616

Fax (954) 570-6618

LAW OFFICES OF GARRITY-WEISS, P.A.

Construction Defect Litigation Practice

Joseph D. Garrity, Esq.
Suzanne Weiss, Esq.

February 20, 2009

Via Certified Mail / Return Receipt and Facsimile # 954-421-9269

Donna Capobianco, President
CVE Master Management Company, Inc.
3501 West Drive, Suite A
Deerfield Beach, FL 33442

**Re: Civil Theft by CVE Master Management Company, Inc.
of Property Belonging to Unit Owners**

Dear Ms. Capobianco:

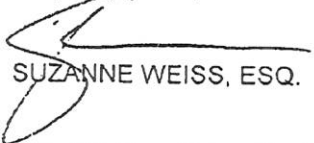
This office represents Ross Gilson and all similarly situated unit owners of Century Village East (hereinafter referred to as "Owners"). We have been advised that Owners made premium payments to CVE Master Management Company, Inc. (hereinafter, "CVEMMC"), purportedly as the agent of COOCVE, which purchased the insurance policy for the Century Village East Associations. Thereafter, certain reimbursements and/or rebates were paid by the Insurer to CVEMMC for distribution to Owners. These funds have been improperly retained by CVEMMC. We are further advised that the amount of improperly retained funds ranges from \$215,000 to \$220,000.

The aforementioned acts and omissions by CVEMMC constitute Civil Theft under Section 772.11 of the Florida Statutes. CVEMMC has knowingly obtained or used, or endeavored to obtain or to use, the property of Owners with the felonious intent to, either temporarily or permanently: (a) deprive Owners of a right to his property or a benefit from its property, or (b) appropriate his property to your own use or to the use of any person not entitled to the use of the property.

Pursuant to Section 772.11, this letter shall serve as written demand for the payment of three times the sums due and owing to Owners for insurance rebate and/or premium reimbursement monies which were improperly retained by CVEMMC. We also believe that these acts constitute violations of several other Florida statutes and common law rights, including but not limited to the Unfair and Deceptive Trade Practices Act. Please notify all appropriate insurance providers which may have a duty to defend or otherwise pay under this claim, of our demand.

Should you desire to resolve this matter amicably and without the necessity for protracted litigation, you may deliver payment of the treble amount of damages sustained by our clients to date, within thirty (30) days to the address listed below. PLEASE GOVERN YOURSELVES ACCORDINGLY.

Very truly yours,



SUZANNE WEISS, ESQ.

23257 US HWY 441, Suite 206, Boca Raton, Florida 33428
T: (561) 470-6381 • F: (561) 470-6382

Southern Family Insurance

Two Harbour Place
302 Knights Run Avenue, Suite 700
Tampa, FL 33602



COMMERCIAL PROPERTY DECLARATIONS PAGE

Renewal of: CNP3003169

Renewal of: CNP3003169

Policy Number: CNP3003169

Named Insured and Mailing Address:

Ventnor A,B,C,D,E,F,G,H,I,J,K,L,M
C/O Century Village East
3501 West Drive
Deerfield Beach , FL 33442

POLICY PERIOD:

FROM: 1/1/2005
TO: 1/1/2006

Agency Name and Address

Plastridge Agency, Inc. / Delray Beach
820 North Federal Highway
Delray Beach, FL 33483

12:01 A.M. STANDARD TIME OF
YOUR MAILING ADDRESS
SHOWN

Description of Premises:

Prem. No.	Bldg. No.	Location, Construction
1	1	1-20 Ventnor A Deerfield Beach, FL 33442; Joisted Masonry
2	1	21-40 Ventnor B Deerfield Beach, FL 33442; Joisted Masonry

Coverages Provided: Insurance at the Described Premises applies only for Coverages which a Limit of Insurance is shown.

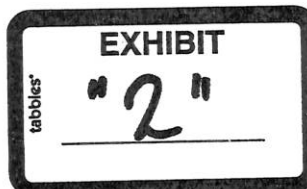
Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coinsurance	Premium
1	1	Building	\$706,151	Special Form Including Theft	90%	\$4,322
		Personal Property	\$1,000	Special Form Including Theft	90%	\$9
2	1	Building	\$706,151	Special Form Including Theft	90%	\$4,322
		Personal Property	\$1,000	Special Form Including Theft	90%	\$9

Optional Coverages: Applicable only when entries are made in the Schedule below

Prem. No.	Bldg. No.	Coverage	Amount	Valuation
1	1	Building	\$706,151	Replacement Cost
		Personal Property	\$1,000	Replacement Cost
2	1	Building	\$706,151	Replacement Cost
		Personal Property	\$1,000	Replacement Cost

Prem. No.	Bldg. No.	Coverage	Extra Expense	Period of Indemnity	Monthly Limit
1	1	Building			
		Personal Property			
2	1	Building			
		Personal Property			

Deductible:	Prem. No.	Bldg. No.	Building Deductible	Personal Property Deductible
	1	1	\$5,000	\$5,000
	2	1	\$5,000	\$5,000



Southern Family Insurance

Two Harbour Place
302 Knights Run Avenue, Suite 700
Tampa, FL 33602



COMMERCIAL PROPERTY DECLARATIONS PAGE

Renewal of: CNP3003169

Renewal of: CNP3003169

Policy Number: CNP3003169

Named Insured and Mailing Address:

Ventnor A,B,C,D,E,F,G,H,I,J,K,L,M
C/O Century Village East
3501 West Drive
Deerfield Beach, FL 33442

POLICY PERIOD:

FROM: 1/1/2005

TO: 1/1/2006

12:01 A.M. STANDARD TIME OF
YOUR MAILING ADDRESS
SHOWN

Agency Name and Address

Plastridge Agency, Inc. / Delray Beach
820 North Federal Highway
Delray Beach, FL 33483

Description of Premises:

Prem. No.	Bldg. No.	Location	Construction
3	1	41-60 Ventnor C Deerfield Beach, FL 33442;	Joisted Masonry
4	1	73-96 Ventnor D Deerfield Beach, FL 33442;	Joisted Masonry

Coverages Provided: Insurance at the Described Premises applies only for Coverages which a Limit of Insurance is shown.

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coinsurance	Premium
3	1	Building	\$706,151	Special Form Including Theft	90%	\$4,322
		Personal Property	\$1,000	Special Form Including Theft	90%	\$9
4	1	Building	\$831,763	Special Form Including Theft	90%	\$5,090
		Personal Property	\$1,000	Special Form Including Theft	90%	\$9

Optional Coverages: Applicable only when entries are made in the Schedule below

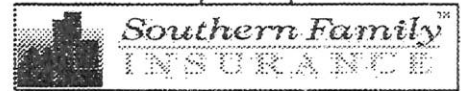
Prem. No.	Bldg. No.	Coverage	Amount	Valuation
3	1	Building	\$706,151	Replacement Cost
		Personal Property	\$1,000	Replacement Cost
4	1	Building	\$831,763	Replacement Cost
		Personal Property	\$1,000	Replacement Cost

Prem. No.	Bldg. No.	Coverage	Extra Expense	Period of Indemnity	Monthly Limit
3	1	Building			
		Personal Property			
4	1	Building			
		Personal Property			

Deductible:	Prem. No.	Bldg. No.	Building Deductible	Personal Property Deductible
	3	1	\$5,000	\$5,000
	4	1	\$5,000	\$5,000

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302 Knights Run Avenue, Suite 700
Tampa, FL 33602



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Renewal of: CNP3003169

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Policy Number: CNP3003169

Named Insured and Mailing Address:

Ventnor A,B,C,D,E,F,G,H,I,J,K,L,M
C/O Century Village East
3501 West Drive
Deerfield Beach , FL 33442

POLICY PERIOD:

FROM: 1/1/2005
TO: 1/1/2006

Agency Name and Address

Plastridge Agency, Inc. / Delray Beach
820 North Federal Highway
Delray Beach, FL 33483

12:01 A.M. STANDARD TIME OF
YOUR MAILING ADDRESS
SHOWN

Description of Premises:

Prem. No.	Bldg. No.	Location, Construction
5	1	85-104 Ventnor E Deerfield Beach, FL 33442; Joisted Masonry
6	1	105-124 Ventnor F Deerfield Beach, FL 33442; Joisted Masonry

Coverages Provided: Insurance at the Described Premises applies only for Coverages which a Limit of Insurance is shown.

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coinsurance	Premium
5	1	Building	\$706,151	Special Form Including Theft	90%	\$4,322
		Personal Property	\$1,000	Special Form Including Theft	90%	\$9
6	1	Building	\$706,151	Special Form Including Theft	90%	\$4,322
		Personal Property	\$1,000	Special Form Including Theft	90%	\$9

Optional Coverages: Applicable only when entries are made in the Schedule below

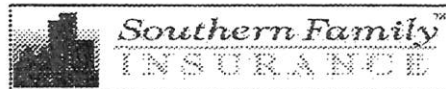
Prem. No.	Bldg. No.	Coverage	Amount	Valuation
5	1	Building	\$706,151	Replacement Cost
		Personal Property	\$1,000	Replacement Cost
6	1	Building	\$706,151	Replacement Cost
		Personal Property	\$1,000	Replacement Cost

Prem. No.	Bldg. No.	Coverage	Extra Expense	Period of Indemnity	Monthly Limit
5	1	Building			
		Personal Property			
6	1	Building			
		Personal Property			

Deductible:	Prem. No.	Bldg. No.	Building Deductible	Personal Property Deductible
	5	1	\$5,000	\$5,000
	6	1	\$5,000	\$5,000

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Tampa, FL 33602



COMMERCIAL PROPERTY DECLARATIONS PAGE

Renewal of: CNP3003169

Renewal of: CNP3003169

Policy Number: CNP3003169

Named Insured and Mailing Address:

Ventnor A,B,C,D,E,F,G,H,I,J,K,L,M
C/O Century Village East
3501 West Drive
Deerfield Beach, FL 33442

POLICY PERIOD:

FROM: 1/1/2005

TO: 1/1/2006

12:01 A.M. STANDARD TIME OF
YOUR MAILING ADDRESS
SHOWN

Agency Name and Address

Plastridge Agency, Inc. / Delray Beach
820 North Federal Highway
Delray Beach, FL 33483

Description of Premises:

Prem. No.	Bldg. No.	Location, Construction
7	1	1001-4016 Ventnor G Deerfield Beach, FL 33442; Fire Resistive
8	1	1021-4036 Ventnor H Deerfield Beach, FL 33442; Fire Resistive

Coverages Provided: Insurance at the Described Premises applies only for Coverages which a Limit of Insurance is shown.

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coinsurance	Premium
7	1	Building	\$2,576,854	Special Form Including Theft	90%	\$9,045
		Personal Property	\$1,000	Special Form Including Theft	90%	\$8
8	1	Building	\$2,576,854	Special Form Including Theft	90%	\$9,045
		Personal Property	\$1,000	Special Form Including Theft	90%	\$8

Optional Coverages: Applicable only when entries are made in the Schedule below

Prem. No.	Bldg. No.	Coverage	Amount	Valuation
7	1	Building	\$2,576,854	Replacement Cost
		Personal Property	\$1,000	Replacement Cost
8	1	Building	\$2,576,854	Replacement Cost
		Personal Property	\$1,000	Replacement Cost

Prem. No.	Bldg. No.	Coverage	Extra Expense	Period of Indemnity	Monthly Limit
7	1	Building			
		Personal Property			
8	1	Building			
		Personal Property			

Deductible:	Prem. No.	Bldg. No.	Building Deductible	Personal Property Deductible
	7	1	\$5,000	\$5,000
	8	1	\$5,000	\$5,000

Southern Family Insurance

Two Harbour Place
302 Knights Run Avenue, Suite 700
Tampa, FL 33602



COMMERCIAL PROPERTY DECLARATIONS PAGE

Renewal of: CNP3003169

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Policy Number: CNP3003169

Named Insured and Mailing Address:

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C/O Century Village East
3501 West Drive
Deerfield Beach , FL 33442

POLICY PERIOD:

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Agency Name and Address

Plastridge Agency, Inc. / Delray Beach
820 North Federal Highway
Delray Beach, FL 33483

Description of Premises:

Prem. No.	Bldg. No.	Location, Construction
9	1	125-144 Ventnor I Deerfield Beach, FL 33442; Joisted Masonry
10	1	145-164 Ventnor J Deerfield Beach, FL 33442; Joisted Masonry

Coverages Provided: Insurance at the Described Premises applies only for Coverages which a Limit of Insurance is shown.

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coinsurance	Premium
9	1	Building	\$706,151	Special Form Including Theft	90%	\$4,322
		Personal Property	\$1,000	Special Form Including Theft	90%	\$9
10	1	Building	\$706,151	Special Form Including Theft	90%	\$4,322
		Personal Property	\$1,000	Special Form Including Theft	90%	\$9

Optional Coverages: Applicable only when entries are made in the Schedule below

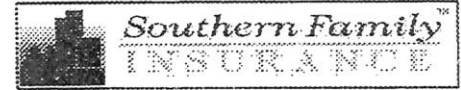
Prem. No.	Bldg. No.	Coverage	Amount	Valuation
9	1	Building	\$706,151	Replacement Cost
		Personal Property	\$1,000	Replacement Cost
10	1	Building	\$706,151	Replacement Cost
		Personal Property	\$1,000	Replacement Cost

Prem. No.	Bldg. No.	Coverage	Extra Expense	Period of Indemnity	Monthly Limit
9	1	Building			
		Personal Property			
10	1	Building			
		Personal Property			

Deductible:	Prem. No.	Bldg. No.	Building Deductible	Personal Property Deductible
	9	1	\$5,000	\$5,000
	10	1	\$5,000	\$5,000

Southern Family Insurance

Two Harbour Place
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Ventnor A,B,C,D,E,F,G,H,I,J,K,L,M
C/O Century Village East
3501 West Drive
Deerfield Beach, FL 33442

POLICY PERIOD:

FROM: 1/1/2005
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Agency Name and Address

Plastridge Agency, Inc. / Delray Beach
820 North Federal Highway
Delray Beach, FL 33483

12:01 A.M. STANDARD TIME OF
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Description of Premises:

Prem. No.	Bldg. No.	Location, Construction
11	1	165-180 Ventnor K Deerfield Beach, FL 33442; Joisted Masonry
12	1	181-200 Ventnor L Deerfield Beach, FL 33442; Joisted Masonry

Coverages Provided: Insurance at the Described Premises applies only for Coverages which a Limit of Insurance is shown.

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coinsurance	Premium
11	1	Building	\$567,009	Special Form Including Theft	90%	\$3,469
		Personal Property	\$1,000	Special Form Including Theft	90%	\$9
12	1	Building	\$706,151	Special Form Including Theft	90%	\$4,322
		Personal Property	\$1,000	Special Form Including Theft	90%	\$9

Optional Coverages: Applicable only when entries are made in the Schedule below

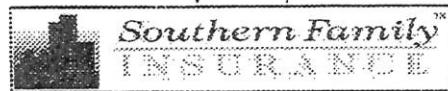
Prem. No.	Bldg. No.	Coverage	Amount	Valuation
11	1	Building	\$567,009	Replacement Cost
		Personal Property	\$1,000	Replacement Cost
12	1	Building	\$706,151	Replacement Cost
		Personal Property	\$1,000	Replacement Cost

Prem. No.	Bldg. No.	Coverage	Extra Expense	Period of Indemnity	Monthly Limit
11	1	Building			
		Personal Property			
12	1	Building			
		Personal Property			

Deductible:	Prem. No.	Bldg. No.	Building Deductible	Personal Property Deductible
	11	1	\$5,000	\$5,000
	12	1	\$5,000	\$5,000

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C/O Century Village East
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Deerfield Beach , FL 33442

POLICY PERIOD:

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YOUR MAILING ADDRESS
SHOWN

Agency Name and Address

Plastridge Agency, Inc. / Delray Beach
820 North Federal Highway
Delray Beach, FL 33483

Description of Premises:

Prem. No.	Bldg. No.	Location, Construction
13	1	201-224 Ventnor M Deerfield Beach, FL 33442; Joisted Masonry
14	1	1041-4056 Ventnor O Deerfield Beach, FL 33442; Fire Resistive

Coverages Provided: Insurance at the Described Premises applies only for Coverages which a Limit of Insurance is shown.

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coinsurance	Premium
13	1	Building	\$831,763	Special Form Including Theft	90%	\$5,090
		Personal Property	\$1,000	Special Form Including Theft	90%	\$9
14	1	Building	\$2,576,854	Special Form Including Theft	90%	\$9,045
		Personal Property	\$1,000	Special Form Including Theft	90%	\$8

Optional Coverages: Applicable only when entries are made in the Schedule below

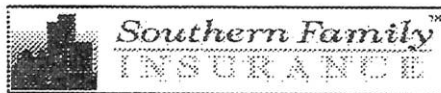
Prem. No.	Bldg. No.	Coverage	Amount	Valuation
13	1	Building	\$831,763	Replacement Cost
		Personal Property	\$1,000	Replacement Cost
14	1	Building	\$2,576,854	Replacement Cost
		Personal Property	\$1,000	Replacement Cost

Prem. No.	Bldg. No.	Coverage	Extra Expense	Period of Indemnity	Monthly Limit
13	1	Building			
		Personal Property			
14	1	Building			
		Personal Property			

Deductible:	Prem. No.	Bldg. No.	Building Deductible	Personal Property Deductible
	13	1	\$5,000	\$5,000
	14	1	\$5,000	\$5,000

Southern Family Insurance

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Policy Number: CNP3003169

Named Insured and Mailing Address:

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Plastridge Agency, Inc. / Delray Beach
820 North Federal Highway
Delray Beach, FL 33483

Description of Premises:

Prem. No.	Bldg. No.	Location, Construction
15	1	1061-4076 Ventnor P Deerfield Beach, FL 33442; Fire Resistive
16	1	225-240 Ventnor Q Deerfield Beach, FL 33442; Joisted Masonry

Coverages Provided: Insurance at the Described Premises applies only for Coverages which a Limit of Insurance is shown.

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coinsurance	Premium
15	1	Building	\$2,576,854	Special Form Including Theft	90%	\$9,045
		Personal Property	\$1,000	Special Form Including Theft	90%	\$8
16	1	Building	\$567,009	Special Form Including Theft	90%	\$3,469
		Personal Property	\$1,000	Special Form Including Theft	90%	\$9

Optional Coverages: Applicable only when entries are made in the Schedule below

Prem. No.	Bldg. No.	Coverage	Amount	Valuation
15	1	Building	\$2,576,854	Replacement Cost
		Personal Property	\$1,000	Replacement Cost
16	1	Building	\$567,009	Replacement Cost
		Personal Property	\$1,000	Replacement Cost

Prem. No.	Bldg. No.	Coverage	Extra Expense	Period of Indemnity	Monthly Limit
15	1	Building			
		Personal Property			
16	1	Building			
		Personal Property			

Deductible:	Prem. No.	Bldg. No.	Building Deductible	Personal Property Deductible
	15	1	\$5,000	\$5,000
	16	1	\$5,000	\$5,000

Southern Family Insurance

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Plastridge Agency, Inc. / Delray Beach
820 North Federal Highway
Delray Beach, FL 33483

12:01 A.M. STANDARD TIME OF
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Description of Premises:

Prem. No.	Bldg. No.	Location, Construction
17	1	241-264 Ventnor R Deerfield Beach, FL 33442; Joisted Masonry
18	1	265-288 Ventnor S Deerfield Beach, FL 33442; Joisted Masonry

Coverages Provided: Insurance at the Described Premises applies only for Coverages which a Limit of Insurance is shown.

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coinsurance	Premium
17	1	Building	\$831,763	Special Form Including Theft	90%	\$5,090
		Personal Property	\$1,000	Special Form Including Theft	90%	\$9
18	1	Building	\$831,763	Special Form Including Theft	90%	\$5,090
		Personal Property	\$1,000	Special Form Including Theft	90%	\$9

Optional Coverages: Applicable only when entries are made in the Schedule below

Prem. No.	Bldg. No.	Coverage	Amount	Valuation
17	1	Building	\$831,763	Replacement Cost
		Personal Property	\$1,000	Replacement Cost
18	1	Building	\$831,763	Replacement Cost
		Personal Property	\$1,000	Replacement Cost

Prem. No.	Bldg. No.	Coverage	Extra Expense	Period of Indemnity	Monthly Limit
17	1	Building			
		Personal Property			
18	1	Building			
		Personal Property			

Deductible:	Prem. No.	Bldg. No.	Building Deductible	Personal Property Deductible
	17	1	\$5,000	\$5,000
	18	1	\$5,000	\$5,000

Southern Family Insurance

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Policy Number: CNP3003169

Named Insured and Mailing Address:

Ventnor A,B,C,D,E,F,G,H,I,J,K,L,M
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Summary of Endorsements

- IL 00 17 - Common Policy Conditions - 11/98
- IL 00 03 - Calculation of Premium - 07/02
- CP 00 17 - Condominium Association Coverage - 04/02
- CP 00 90 - Commercial Property Conditions - 07/88
- CP 01 25 - Florida Changes - 06/95
- CP 01 91 - Florida Changes - Condominiums - 01/04
- IL 01 75 - Florida Changes - Legal Action Against Us - 07/02
- IL 02 55 - Florida Changes - Cancellation And Nonrenewal - 07/02
- SFI 0001 - Existing Damage Exclusion Endorsement - 07/97
- SFI 0002 - Standard Policy Coverage Declarations - 07/97
- SFI 0003 - Additional Property Not Covered - 07/97
- IL 09 35 - Exclusion of Certain Computer - 07/02
- IL 09 52 - Cap on Losses from Terrorism - 11/02
- IL 09 85 - Terrorism Risk Disclosure - 01/03
- CP 10 30 - Special Form - 04/02
- SFI0006 - Causes Of Loss - Special Form - 06/01
- IL 09 32 - Insureds Consent to Excess Rate - 07/02
- SFI 00 08 - Condominium Association Coverage Form Deductible - 08/01

Southern Family Insurance

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820 North Federal Highway
Delray Beach, FL 33483

CP 0323 - Florida Hurricane Percentage Deductible - 12/97

All Locations and Buildings: % Deduct.

3%

Southern Family Insurance

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Delray Beach, FL 33483

SFI 00 05 0403 - Mechanical, Electrical or Pressure Systems Breakdown Enhancement
Applies to all buildings except those excluded below:

<u>Loc.</u>	<u>Bldg.</u>	<u>Building Description</u>
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Countersigned: 11/15/2004

By

A handwritten signature in black ink, appearing to read "William E. Taylor", written over a horizontal line.

AUTHORIZED AGENT

EXHIBIT B

Garrity-Weiss, P.A.

1002 East New Port Center Drive, Suite 102, Deerfield Beach, Florida 33442

Broward (954) 570-6616

Fax (954) 570-6618

**CVE Master Management Co. Inc.
3501 West Drive
Deerfield Beach, FL 33442**

March 16 2009

Association Presidents
Century Village East
Deerfield Beach, FL 33442

RE: Return of Insurance money to Condo Associations

For many years, CVE Master Management, acting for the Village and the Condo Associations in connection with the Village Insurance mandated by Florida Statute, collected insurance assessments from the unit owners each January and paid the various premiums as they were billed or adjusted by the Insurance Underwriters. In addition, certain "nuisance claims" that arose from time to time may have been paid from these funds.

This money flowed into and out of one dedicated account on the Master Management books. As of December 31, 2008 the account balance for this liability on our books was \$ 137,520.91.

Inasmuch as the Village insurance is no longer being handled by Master Management as of January 1, 2009, these funds that represent the residual balance of many years of transactions must logically now be returned to the place from which they came.

CVE Master Management has consulted with Corporate Counsel and been advised, "that the funds should be returned and distributed back to the unit owners, upon vote and approval of the Board of Directors in a method that is both efficacious and expedient, but practical given the size of the community". He further advised that since the balance is the result of a historical "flow of funds", they should be returned on an equal pro rata basis.

Pursuant to the advice of Counsel, the CVE Master Management Board of Directors voted on March 12, 2009 to pay to each Condo Association an amount equal to \$ 16.16 per Condo Unit in the Association. It then will be the responsibility of the Association to determine the further disposition of the funds.

With the distribution of these funds, CVE Master Management will have totally ended its involvement with the Village Insurance program that existed, probably from the beginning of Century Village.

Yours truly,

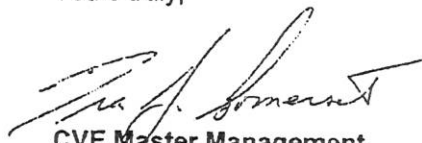

CVE Master Management

EXHIBIT C

Garrity-Weiss, P.A.

1002 East New Port Center Drive, Suite 102, Deerfield Beach, Florida 33442

Broward (954) 570-6616

Fax (954) 570-6618



Joseph D. Garrity, Esq.
Suzanne Weiss, Esq.

May 15, 2009

Via Certified Mail / Return Receipt and Facsimile # 954-421-9269
Ira Somerset, President
CVE Master Management Company, Inc.
3501 West Drive, Suite A
Deerfield Beach, FL 33442

Re: Accounting of Unit Owner Premium Payments / Rebates

Dear Mr. Somerset:

As you know, this office represents Ross Gilson and similarly situated unit owners of Century Village East (hereinafter, "Owners"). We were advised that the Owners made premium payments to CVE Master Management Company, Inc. (hereinafter, "CVEMMC"), which ostensibly acted as the agent of COOCVE to purchase insurance policies for the Century Village East Associations. We were further advised that thereafter, certain reimbursements and/or rebates were paid by the Insurer to CVEMMC for repayment to the Owners. These funds, which have been reported as ranging anywhere from \$137,000 to \$640,000 in total, were improperly retained by CVEMMC.

This firm sent a Civil Theft Demand to CVEMMC in February of this year, requesting remittance of the treble amount of damages sustained by our clients pursuant to Section 772.11 of the Florida Statutes. Subsequently, CVEMMC made payments to each of the Century Village East Associations, which payments were reported as having been calculated by dividing the total retained amount by the number of unit owners in each association. The resulting figure was then paid to each of the Century Village East Associations, with instructions for funds to be distributed equally among the respective Owners.

No accounting was provided to the Owners in order to identify what the total retained amount was, or how that figure was ascertained. Finally, nothing was provided to show that the repayments had been calculated in a way that took into account the fact that many of the Owners never paid for the original premiums on which the reimbursements and/or rebates were based. In the absence of such an accounting, the repayments are improper and presumably inaccurate. Please provide this office with an accounting of the above-referenced calculations. Additionally, please provide evidence that all appropriate insurance providers which may have a duty to defend or otherwise pay under this claim, have been notified of our demand.

Sincerely,


Suzanne Weiss, Esq.

1002 East Newport Center Drive, Suite 102, Deerfield Beach, Florida 33442
Phone: 954 570-6616

Fax: 954 570-6618