

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA
JUDGE CAROL-LISA PHILLIPS

SABRINA SEGAL, D.B.A., MITCHELL PELLECCCHIA,
ROY SAMANEZ ALARCON, EMMA ALLMAN,
FLORY BROWN, NORA COLE,
DEANNA MCSWAIN, COSME R. COLON,
MARIA E. COLON , CRISTOBAL COLON,
SANTO CURATOLO, DRAGANA CUCKOVIC,
EURIPEDES JUNIOR, RICARDO GAMEZ,
KARIMA SALAMA, WALKIRIA GIANNINI,
JANICE L. GRIGGS, STEVEN G. HAPP,
SANDRA HAPP, WANDA HEYN (DECEASED),
RICHARD A. HEYN, SYBEL E. JOHNSON,
DONALD C. JONES, WILLIAM E. KIDD,
LESLIE LIESENFELT, ROSINA MARTIN,
VALENTINA MARTIN, FRANK MASTRACCIO,
RITA L. MCCAFFERTY, DWAYNE MCCUNE,
NICOLAS F. NOLA, DAISY VALLADARES,
PEDRO R. PADRO, BIRGITT E. PADRO,
JENNIFER M. PICARD, RAFAEL PONTON,
HELENE PONTON, RUDESCINDA RIOS,
SANDRO L. QUIÑÓNEZ, ANGELA SANTIAGO,
DEBRA SMITH, BOB R. SWEET (DECEASED),
MARILYN B. VANDERMEULEN, JOSE VELEZ, and
INEZ YOUNG-ROSS

CASE NO.: 06-005615

Plaintiffs,

Versus

PARADISE GARDENS ONE HOMEOWNERS, INC.
a/k/a P G ONE HOMEOWNERS, INC. and its
BOARD OF DIRECTORS, and
STATE OF FLORIDA, DEPARTMENT OF
COMMUNITY AFFAIRS

Defendants.

**VERIFIED SECOND AMENDED COMPLAINT FOR INJUNCTIVE AND
DECLARATORY RELIEF AND DAMAGES**

Plaintiffs, Sabrina Segal D.B.A., Mitchell Pelleccchia, Roy Samanez Alarcon, Emma Allman,
Flory Brown, Nora Cole , Deanna McSwain, Cosme R. Colon, Maria E. Colon , Cristobal Colon,

Santo Curatolo, Dragana Cuckovic, Euripedes Junior, Ricardo Gamez , Karima Salama, Walkiria Giannini, Janice L. Griggs, Steven G. Happ , Sandra Happ, Wanda Heyn (deceased), Richard A.Heyn, Sybel E. Johnson, Donald C. Jones, William E. Kidd, Leslie Liesenfelt, Rosina Martin , Valentina Martin, Frank Mastraccio, Rita L. McCafferty, Dwayne McCune, Nicolas F. Nola , Daisy Valladares, Pedro R. Padro , Birgitt E. Padro , Jennifer M. Picard, Rafael Ponton , Helene Ponton, Rudescinda Rios , Sandro L. Quiñónez, Angela Santiago, Debra Smith, Bob R. Sweet (deceased), Marilyn B.Vandermeulen, Jose Velez, and Inez Young-Ross, file the Second Amended Complaint for Injunctive and Declaratory Relief and Damages against Paradise Gardens One Homeowners Inc., a/k/a PG One Homeowners Inc. (hereinafter known as “PG ONE”), and the State of Florida Department of Community Affairs (hereinafter known as the “DCA”) seeking a declaratory judgment, and preliminary and permanent injunctive relief and damages. This action arises under Chapter 713 and 720, Florida Statutes, and under the Fair Housing Act of 1968, as amended, 42 U.S.C. §3601, *et seq.* and Florida Statute 86.011, *et seq.* (2001).

JURISDICTION AND VENUE

1. Jurisdiction is conferred on this Court by Chapters 26, 34, 86.011.
2. Jurisdiction is also invoked for supplemental jurisdiction over the related federal claim seeking a declaratory judgment invalidating and enjoining the purported revitalization of Defendants’ “Protective Covenants for Paradise Gardens and Paradise Gardens Section One.” Supplemental jurisdiction of this Court is invoked with respect to this Complaint because all Counts derive from a common nucleus of operative facts, the claims of the Plaintiff are so interrelated that the Plaintiffs would ordinarily be expected to try them in one judicial proceeding, and considerations of judicial economy, convenience and fairness to the litigants indicate that the Court should exercise discretion to hear all claims.

3. Plaintiffs seek declaratory relief, preliminary and permanent injunctive relief pursuant to Fla. Rule Civ. Pro. 1.610 and for damages in excess of this Court's jurisdictional threshold.
4. Venue is proper in this Court pursuant to Florida Chapter 47, Florida Statutes in that the claims arose in this county and the Defendants conduct business in the County.

PARTIES

5. Plaintiffs, Sabrina Segal D.B.A. and Mitchell Pellecchia, husband and wife, are the owners of a single family home at 6890 N.W. 9th Street, Margate, Florida 33063. Plaintiffs were also the owners of a single family home at 1065 N.W. 68th Terrace, Margate, Florida 33063 but sold that unit on or about July 14, 2006. Plaintiffs have been, and continue to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
6. Plaintiffs are under the age of 55 years old, or have children, or have an improper lien of their homes.
7. Plaintiff Roy Samanez Alarcon, is the owner of a single family home at 1145 NW 69th Avenue, Margate, Florida 33063. Plaintiff has been, and continues to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
8. Plaintiff is under the age of 55 years old.
9. Plaintiff Emma Allman is the owner of a single family home at 990 NW 67th Terrace, Margate, Florida 33063. Plaintiff has been, and continues to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
10. Plaintiff Flory Brown is the owner of a single family home at 1125 NW 69th Avenue, Margate, Florida 33063. Plaintiff has been, and continues to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
11. Plaintiffs Nora Cole and Deanna McSwain are the owners of a single family home at 6780

- Margate Boulevard, Margate, Florida 33063. Plaintiffs have been, and continue to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
12. Plaintiff Cosme R. Colon is the owner of a single family home at 1160 NW 66th Terrace, Margate, Florida 33063. Plaintiff has been, and continues to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
 13. Plaintiffs Maria E. Colon and Cristobal Colon are the owners of a single family home at 6855 NW 9th Street, Margate, Florida 33063. Plaintiffs have been, and continue to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
 14. Plaintiff Santo Curatolo is the owner of a single family home at 915 NW 69th Avenue, Margate, Florida 33063. Plaintiff has been, and continues to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
 15. Plaintiffs Dragana Cuckovic and Euripedes Junior are the owners of a single family home at 1065 NW 69th Avenue, Margate, Florida 33063. Plaintiffs have been, and continue to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
 16. Plaintiffs are under the age of 55 years old.
 17. Plaintiffs Ricardo Gamez and Karima Salama are the owners of a single family home at 1065 NW 68th Terrace, Margate, Florida 33063. Plaintiffs have been, and continue to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
 18. Plaintiffs are under the age of 55 years old and have minor children.
 19. Plaintiff Walkiria Giannini is the owner of a single family home at 915 NW 67th Avenue, Margate, Florida 33063. Plaintiff has been, and continues to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
 20. Plaintiff Janice L. Griggs is the owner of a single family home at 1010 NW 67th Avenue,

Margate, Florida 33063. Plaintiff has been, and continues to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.

21. Plaintiff is under the age of 55 years old and has minor children.
22. Plaintiffs Steven G. Happ and Sandra Happ are the owners of a single family home at 6790 NW 9th Street, Margate, Florida 33063. Plaintiffs have been, and continue to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
23. Plaintiffs Wanda Heyn (deceased) and Richard A. Heyn are the owners of a single family home at 950 NW 67th Terrace, Margate, Florida 33063. Plaintiffs have been, and continue to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
24. Surviving plaintiff is under the age of 55 years old and has minor children.
25. Plaintiff Sybel E. Johnson is the owner of a single family home at 955 NW 67th Terrace, Margate, Florida 33063. Plaintiff has been, and continues to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
26. Plaintiff Donald C. Jones is the owner of a single family home at 6775 NW 9th Court, Margate, Florida 33063. Plaintiff has been, and continues to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
27. Plaintiff William E. Kidd is the owner of a single family home at 930 NW 67th Terrace, Margate, Florida 33063. Plaintiff has been, and continues to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
28. Plaintiff is over the age of 55 years old and has minor children.
29. Plaintiff Leslie Liesenfelt is the owner of a single family home at 6640 NW 10th Drive, Margate, Florida 33063. Plaintiff has been, and continues to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.

30. Plaintiff is under the age of 55 and has minor children.
31. Plaintiffs Rosina Martin and Valentina Martin are the owners of a single family home at 6790 Margate Boulevard, Margate, Florida 33063. Plaintiffs have been, and continue to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
32. Plaintiff Frank Mastraccio is the owner of a single family home at 1040 NW 69th Avenue, Margate, Florida 33063. Plaintiff has been, and continues to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
33. Plaintiff is under the age of 55 years old.
34. Plaintiff Rita L. McCafferty is the owner of a single family home at 1005 NW 68th Terrace, Margate, Florida 33063. Plaintiff has been, and continues to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
35. Plaintiff is under the age of 55 years old and has minor children.
36. Plaintiff Dwayne McCune is the owner of a single family home at 1170 NW 66th Terrace, Margate, Florida 33063. Plaintiff has been, and continues to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
37. Plaintiffs Nicolas F. Nola and Daisy Valladares are the owners of a single family home at 6705 NW 12th Street, Margate, Florida 33063. Plaintiffs have been, and continue to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
38. Plaintiffs Pedro R. Padro and Birgitt E. Padro are the owners of a single family home at 6685 NW 12th Street, Margate, Florida 33063. Plaintiffs have been, and continue to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
39. Plaintiff Jennifer M. Picard is the owner of a single family home at 1055 NW 69th Avenue, Margate, Florida 33063. Plaintiff has been, and continues to be, adversely affected by the

- acts, policies and practices of the Defendants and/or its agents.
40. Plaintiff is under the age of 55 years old.
 41. Plaintiffs Rafael Ponton and Helene Ponton are the owners of a single family home at 6870 NW 9th Street, Margate, Florida 33063. Plaintiffs have been, and continue to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
 42. Plaintiffs Rudescinda Rios and Sandro L. Quiñónez are the owners of a single family home at 6825 NW 9th Court, Margate, Florida 33063. Plaintiffs have been, and continue to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
 43. Plaintiffs are under the age of 55 years old.
 44. Plaintiff Angela Santiago is the owner of a single family home at 6655 NW 11th Court, Margate, Florida 33063. Plaintiff has been, and continues to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
 45. Plaintiff is over the age of 55 years old and has minor children.
 46. Plaintiff Debra Smith is the owner of a single family home. Plaintiff has been, and continues to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
 47. Plaintiff is under the age of 55 years old.
 48. Plaintiff Bob R. Sweet (deceased) is the owner of a single family home at 6820 NW 9th Street, Margate, Florida 33063. Plaintiff has been, and continues to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
 49. Plaintiff Marilyn B. Vandermeulen is the owner of a single family home at 6795 NW 9th Street, Margate, Florida 33063. Plaintiff has been, and continues to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.

50. Plaintiff Jose Velez is the owner of a single family home at 1000 NW 66th Terrace, Margate, Florida 33063. Plaintiff has been, and continues to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
51. Plaintiff is under the age of 55 years old.
52. Plaintiff Inez Young-Ross is the owner of a single family home at 985 NW 67th Terrace, Margate, Florida 33063. Plaintiff has been, and continues to be, adversely affected by the acts, policies and practices of the Defendants and/or its agents.
53. Plaintiff is under the age of 55 years old.
54. Defendant, PG ONE, is a non profit Florida corporation and a homeowners association incorporated under the laws of the State of Florida for the purpose of managing the property located in Paradise Gardens and Paradise Gardens Section One.
55. Former Defendant DCA has the power and duty to enforce and ensure compliance with the provisions of Florida Statute as relate to Homeowner's Associations and revitalization of extinguished Covenants. In this case the DCA rubber stamped the illegal and fraudulent revitalization and claims that it cannot and does not have jurisdiction to investigate any wrongs or fraud except the extent the statute permits.

BACKGROUND FACTS

56. The original Protective Covenants for Paradise Gardens were recorded on or about July 18, 1969, in OR Book 3980, page 916 and the original Protective Covenants for Paradise Gardens Section One were recorded on or about August 27, 1969 in OR Book 4010, Page 506, Public Records Broward County Florida. A true and correct copy of the Protective Covenants of Paradise One Section One are attached hereto and fully incorporated herein as

Exhibit A.

57. On July 17, 1999, the original Protective Covenants and Restrictions-for Paradise Gardens expired.
58. On August 26, 1999, the original Protective Covenants for Paradise Gardens Section One expired.
59. On October 2, 2006, Defendant fraudulently and illegally passed a revitalization of fraudulent, illegal, and more restrictive Covenants and Restrictions for PG ONE.
60. From July 18, 1999 and August 26, 1999, until October 2, 2006, Defendants fraudulently and illegally conducted business as if the original Covenants and Restrictions were in existence.
61. In 1994, PG ONE was operating an all ages community and allowing open age lot ownership and residence.
62. Defendants specifically admitted in an April, 1994 Memo to PG ONE Homeowners that it was not currently seeking the housing for older persons exemption under Federal law; therefore the Defendants were not exempt from the Fair Housing Act as amended.
63. In September 1995, Plaintiffs (Segal and Pellecchia) purchased their first home in PG ONE, located at 1065 N.W. 68th Terrace, Margate, Florida 33063.
64. At the time of Plaintiffs' first home purchase in PG ONE in 1995, Defendants did not purport to qualify for an exemption for housing for older persons as defined in the Fair Housing Act as amended.
65. At the time, the Plaintiffs' purchased their first home and second home, the Defendants knew the Plaintiffs were under 55 years of age.
66. On or about September 10th, 1986 Oriole Margate, Inc, (hereinafter known as "Oriole") entered into an assignment and assumption agreement with PG ONE.
67. A true and correct copy of "P.G. One Assignment of Amendment Rights" is recorded in OR

Book 13843, Page 513 and 514, is attached as Composite Exhibit B, along with related correspondence, and is incorporated herein. This assignment assigned Oriole's right to amend the PG ONE Declaration of Covenants, except matters materially affecting Oriole's rights or interests under the existing recreational lease. This was established as a covenant running with the land. Oriole has taken the position that the recreational lease has nothing to do with the Protective Covenants and that the recreational lease is only located in the PG ONE Protective Covenants in Paragraph Number 7. However, due to the extinguishment of the PG ONE Protective Covenants, there is currently no valid recreational lease held by Oriole.

68. Oriole had one vote if anything had to do with Paragraph #7, the Land Lease- and Revitalization obviously did.
69. Upon information and belief, Oriole is currently in bankruptcy and they are leasing the land for the common area to the Association. The common areas are in disrepair.
70. Further, the Association has performs no services whatsoever for the homes of the Plaintiffs.
71. Article 4 of the PG ONE Protective Convents was rendered void by the 1988 Amendments to the Federal Fair Housing Act. Since that time, no legitimate Amendments have been in effect. A purported 1996 Amendment and 1999 Amendment are at issue in this lawsuit.
72. Article 15, (second sentence), of the PG ONE Protective Covenants, specifically sets forth that the majority of the lot owners, upon favorable vote, excluding Oriole's lots and vote, and with the written consent of all institutional lenders holding mortgages is required to modify or change the PG ONE Protective Covenants and Amendments. Article 15 of the PG ONE Protective Covenants is the applicable Article due to the assignment of Oriole to PG ONE.

73. As a result of the State's Marketable Record Title Act of 1963,(hereinafter known as MRTA), the original Protective Covenants of Paradise Gardens and Paradise Gardens Section One expired on or about thirty years later (July 18, 1999 and August 26, 1999, respectively) and have not been renewed to date.
74. Further, the MRTA superseded and voided the language contained in Article 12 of the Protective Covenants in that the automatic extensions set forth in Article 12 are no longer valid.
75. On or about September 30, 2005, Plaintiffs purchased their second home in PG ONE, located at 6890 N.W. 9th Street, Margate, Florida 33063.
76. At the time of Plaintiffs' second home purchase in PG ONE in 2005, Defendants' said they were Housing for Older persons and filed the paperwork with the state yearly.
77. On or about May 2, 1996, PG ONE amended the Protective Covenants as it relates to Article 4, entitled "Age Limitation of Permanent Residence." A true and correct copy of the Amendment to the Protective Covenants are attached hereto and incorporated by reference as Exhibit C.
78. The May 2, 1996 Amendment to the PG ONE Protective Covenants is deficient in that the Association failed to obtain the consent from the majority of the then owners of the lots in said subdivision (other than Oriole) and failed to obtain the necessary institutional lenders permission.
79. In 1996, although there were not enough votes to pass the 1996 Amendment, PG ONE began arbitrary and capricious enforcement of the amendment; filed the 1996 Amendment in the Public Records as if it was a legally binding document; violated federal law by operating as an over 55 community without proper authorization; did not meet the requirements of

- notifying the mortgage holders of the changes pursuant to Article 15 of the PG ONE Protective Covenants; and PG ONE did not notify the mortgage holders of all the then lot owners and/or properly utilize the list of mortgage holders provided to it by its then attorneys Becker & Poliakoff.
80. The aforementioned 1996 and 1999 Amendments were included in the package submitted to the Department of Community Affairs in order to revitalize the Protective Covenants and subsequent 1996 and 1999 Amendments to such covenants.
81. The 1996 and 1999 Amendments are known by PG ONE to be illegal and non-enforceable as referenced in the Federal lawsuit filed by Sanford and Penny Marcus and Joseph and Theresa Marchese, in the United States District Court of the Southern District of Florida, Case No. 02-60431-CIV-FERGUSON-SNOW. Judicial Notice of that lawsuit will be requested under separate pleading.
82. Specifically, in the deposition testimony of Providence Coombs taken in the federal suit referred to in Paragraph Number 27 herein, on Page 36, Line 17 to 25 it was admitted that the vote on the 1996 Amendment was not sufficient to pass this Amendment. Exhibit E is a partial copy of the transcript testimony from the Federal lawsuit in relation to the votes and the mortgage lenders lack of notice and approval.
83. Notwithstanding this, PG ONE, knowing the 1996 Amendment was not adopted, provided it to the DCA to be “Revitalized.”
84. On June 3, 1999, without necessary institutional lenders approval, Defendants recorded a 1999 Amendment to Article IV of the PG ONE Protective Covenants which, if valid, would make Defendants exempt from the Family Status Provisions of the Fair Housing Act as amended. A copy of the 1999 Amendment and the 2000 Certificate are attached at

Composite Exhibit D and incorporated herein.

85. The Defendants failed to obtain the permission of all institutional lenders holding mortgages on lots owned by the members of the association at the time it sought to amend Article IV of the PG ONE Protective Covenants.
86. The 1999 Amendments were not duly adopted in the proper manner as provided in Article 15 of the Protective Covenants as follows:
- a. The Consent and Joinders were not proper due to: the forging of names; exclusion of some of the owners of the property; and the lack of proper authorization acknowledgments. The 1999 amendment also included addressed the land lease, and this permitted Oriole was allowed to vote
 - b. There was no mortgage holder approval as required by Article 15 of the PG ONE Protective Covenants;
 - c. There was no proper meeting and/or any proper announcement of the proposed Amendment and/or all the homeowners were not allowed to participate in the voting or Consent and Joinder;
 - d. PG ONE did not present the Consent and Joinder to all homeowners, but stopped securing votes once enough Consent and Joinders were signed;
 - e. There was not a proper census ever completed and/or produced;
87. The method by which PG ONE is bound to amend its Protective Covenants is set forth in Article 15 of said Covenants as assigned. Article 15, in relevant part, states as follows:

After ten (10) years, or after 75% of the lots in Paradise Gardens Section One are sold, whichever occurs latest, the Oriole - Margate, Inc., successors or assigns, may make such annulment, waiver, change or modification in its discretion only upon the favorable vote of the majority number of the then owners of lots other than lots owned by Oriole - Margate, Inc., its successors or assigns, **and the**

**written permission of all institutional lenders holding mortgages
on lots in Paradise Gardens Section One. (emphasis added.)**

88. Since all institutional lenders did not provide written permission to amend Article IV, the purported Amendment of Article IV, recorded by the Defendant on June 3, 1999 is void and of no effect. See Exhibit E - the relevant portions of the Coombs deposition transcript, which is incorporated herein.
89. Plaintiffs' mortgage company, and all predecessor holders of the Plaintiffs' mortgage did not provide the Defendant with written permission to amend Article IV of the Defendant's Protective Covenants as required by Article 15.
90. In an attempt to comply with Article 15 of the Protective Covenants, the Board of Directors for PG ONE sent out the written requests for approval to amend Article IV to the mortgage holders of each home. Not one mortgage holder approved the amendment. Only three to four mortgage holders responded in writing.
91. Pursuant to Article 15, in addition to the mortgage holders' approval, "a favorable vote of a majority in number of the then owners of lots, other than lots owned by Oriole-Margate Inc.," must be obtained to amend Article IV of PG ONE's Covenants.
92. PG ONE claims to have obtained a majority of the then owners of lots to approve the amendment to Article IV on or about June 3, 1999 by a Consent and Joinder, instead of a majority vote. The effect of which would be to prevent homeowners under the age of 55 years from living in or purchasing at Paradise Gardens.
93. The purported 1999 amendment to the PG ONE Protective Covenants is also illegal in that the Consent and Joinder used is the improper vehicle to use; the Consent and Joinder did not attach the purported amendment to be adopted; the Consent and Joinder did not refer specifically to an amendment which is identifiable; and not all individual homeowners were

- served with a correct copy of this purported 1999 amendment.
94. The revitalization of this illegal amendment is a continuing fraud.
95. The purported 1999 amendment is also illegal in that it has violated HUD requirements for a proper census.
96. Until Article IV is properly amended in the manner set forth in Article 15 of the PG ONE Protective Covenants, Defendant cannot claim to qualify for the exemption for housing for older persons under the Fair Housing Act as amended in 1988; thus, people of all ages are permitted to reside in PG ONE.
97. The purported 1996 and 1999 Amendments also acts to make the Declarations of Covenants more restrictive on the affected parcels than the covenants contained in the previous governing documents. Plaintiffs (Segal and Pellecchia) had a mortgage on Plaintiffs' lot issued when they initially purchased their home in 1995 and Plaintiffs' lender was deprived of their security rights without notice.
98. Until Article IV is properly amended in the manner set forth in Article 15, Defendant cannot seek to revitalize its covenants and by laws since any "revitalization" pursuant to Florida Statutes would be in violation of Florida Statutes 720.403 et seq. in that the proposed revived declaration and other governing documents will be more restrictive on the affected parcel owners than the covenants contained in the previous governing documents and the proper procedure was not followed by PG ONE.
99. In addition to the illegal age restrictions contained in the 1999 Amendment, the 1999 Amendment gave the board the absolute authority to deny occupancy of a lot by any person whose occupancy would result in the loss of PG ONE's exemption as housing for older persons; notwithstanding the allowance of 20% of the PG ONE population to be under the

- age of 55 years old by law. This is a violation of the Plaintiffs' equal protection rights and property rights.
100. In addition to the illegal age restrictions contained in the 1999 Amendment, the 1999 Amendment gave the PG ONE Board the rights to deny rentals inside of the first two years of ownership.
101. In addition to the illegal age restrictions contained in the 1999 Amendment, the 1999 Amendment gave the PG ONE homeowners additional liability. The amendment to Article 7 is more restrictive to the homeowners of PG ONE and created a liability and possibility of foreclosure to PG ONE homeowners for the liabilities of PG Two obligations. The inclusion of a liability for Parcel B of Paradise Gardens Section Two recreational land lease liability and foreclosure provisions creates an undue financial burden and risk of foreclosure to PG ONE homeowners. PG ONE only collects \$2,350.00 of assessments toward the new land lease of \$5,580. PG Two is responsible for \$3,050.00 of this liability, although PG ONE is responsible for the entire amount by this 1999 Amendment. The 1999 Amendment also transferred the liability for this land lease from Paradise Gardens Social Club, Inc., a 23 year defunct Florida non-profit corporation, to PG ONE homeowner individually.
102. Plaintiffs petitioned the Defendant to abate and/or amend the proposed revitalization documents. The Defendants have refused to do so.
103. Defendants continue to travel under and enforce the 1999 amendments. Defendants allege that the 1999 amendments were properly adopted and have continued the revitalization process with the questionable documents.
104. On October 2, 2006, Defendant DCA approved the illegal revitalization documents that were fraudulently and illegally prepared and presented by Defendant PG ONE.

105. All efforts to resolve this matter amicably and without litigation have been unsuccessful.

EVENTS GIVING RISE TO PLAINTIFFS' COMPLAINT

106. In or about July 2005, PG ONE approved the sale of a home to an under 55 year old resident.

107. On or about September 20, 2005, Plaintiffs listed their home located at 1065 NW 68th Terrace for sale.

108. PG ONE board member and covenant revitalization organizing committee member Linda Dohan was asked by Plaintiffs if a person under the age of 55 could buy and/or move into their home. In response, Linda Dohan said no.

109. On or about December 7, 2005, when Plaintiffs engaged their first contract for sale of their home to persons under the age of 55, Linda Dohan informed the Plaintiffs that although the population of residents under 55 was at 12%, PG ONE President John Ellis refused to allow residents under the age of 55 to reside in PG ONE. Despite the 8% buffer allowed by law to allow residents under the age of 55 to reside in PG ONE, the Plaintiffs were capriciously denied the opportunity.

110. As a result of the improper 1996 and 1999 Amendment and the Familial Status Federal lawsuit, the buyers canceled the contract.

111. In January 2006, Plaintiffs secured a new buyer for the home located at 1065 NW 68th Terrace.

112. In January 2006, the prospective buyer contacted PG ONE representative Richard Greenhill of Condo Accounting, Inc. to secure a Homeowner's Interview Package for PG ONE. Richard Greenhill informed the prospective buyer that they were not eligible to purchase in PG ONE community because they were not 55 or over. The contract to

- purchase was canceled as a result.
113. On or about February 2006, Plaintiffs contacted PG ONE President John Ellis regarding Richard Greenhill's comments to the prospective home buyer.
114. On or about March 2006, John Ellis informed Plaintiff in writing that Mr. Greenhill based his criteria for ownership or occupancy based on the fact that PG ONE was a 55+ community.
115. On or about April 1, 2006 notice was given to the residents that the PG ONE Covenants were expired.
116. On or about April 1, 2006 is the first time that PG ONE fully informed its homeowners that the covenants were expired.
117. Prior to April 1, 2006, the PG ONE Association attempted to mislead the homeowners by referring to the extinguished covenants as only needing "to be updated", to be revised, to be "integrated," or extending, never using the term extinguished or expired.
118. On Saturday April 8, 2006, the Plaintiffs met with PG ONE Vice-President and organizing committee member Daphne Mace to discuss the obvious problems and illegalities with the revitalization process.
119. On Saturday April 8, 2006, Daphne Mace told the Plaintiffs that the Board of Directors of PG ONE knew of the expiration of the Covenants but purposefully withheld the information from the homeowners to prevent panic.
120. On April 8, 2006 Plaintiffs (Segal & Pellechia) notified PG ONE, in writing, to remove immediately the Plaintiffs' two parcels from the proposed Covenant Revitalization document. On April 18, 2006, PG ONE through vice-president Daphne Mace, informed the plaintiffs that PG ONE would not remove Plaintiffs' two parcels from the

- revitalization documents.
121. On April 20, 2008, Plaintiffs: Cuckovic and Junior (through previous owner), Rios & Quinones, Johnson, Young-Ross, Jones, Giannini, Mastraccio, Heyn, Santiago, Colon, Colon, McCune, Padro, Martin, and Sweet notified PG ONE, in writing, to remove immediately the Plaintiffs' parcels from the proposed Covenant Revitalization document. The association did not address the correspondence in writing.
122. Even though PG ONE knew the covenants were expired, PG ONE continued to operate the association as if the covenants existed and continued to portray itself as a 55 and over community. Such a designation, pursuant to HUD requirements, requires covenants to be in existence.
123. Notwithstanding PG ONE's knowledge of the problems and illegalities with the revitalization documents and process, on or about April 20, 2006, Defendant attempted to hold a special meeting for the purpose of revitalization the extinguished Declaration of Protective Covenants.
124. The Defendants have been misleading the homeowners in an attempt to secure a vote to revive its covenants. **See Exhibit F.**
125. The Association has been secreting from its constituents that the covenants expired although they and their attorneys knew that the covenants expired for numerous months.
126. The Defendant purposely and with a total disregard for the homeowners' right did not inform the homeowners that the covenants were expired.
127. The PG ONE Board is unlawfully imposing their authority on those who do not wish to join the revitalization by including their parcels in the revitalization process.
128. The Covenants for PG ONE have been expired since July 1999 and August 1999, over

- nine (9) years.
129. Through the unlawful enforcement of the extinguished covenants, during the expired period, the PG ONE Board has unlawfully enforced the age restrictions and thereby caused the sale to fall through of Plaintiff's property located at 1065 N.W. 68th Terrace to parties under 55 years of age and/or caused the Plaintiffs to suffer damages as a result of a delayed sale and lost opportunity.
130. Had Defendant made the community aware of the expired documents, the homeowners would have had adequate time to take advantage of the 2004 Florida Statute 720.407 provisions that grant HOA owners the right to remove their property from the revitalization process.
131. Because the Defendants misrepresented the status of the expired covenants, the homeowners could not take advantage of the 2004 Florida Statute 720.407 provisions that grant HOA owners the right to remove their property from the revitalization process in a timely manner.
132. PG ONE homeowners have been deprived of their right to exercise their statutory opt out provisions pursuant to Florida Statute 720.407.
133. On or about June 12, 2006, thirty-four (34) of the Two-hundred-fifty-three (253) property owners located in PG ONE relinquished their shares/interest in PG One Homeowners, Inc. These homeowners incorporated Paradise Gardens V, HOA, Inc. (hereinafter known as PG V), filed By-Laws and Declarations of Covenants as a new association for the purpose of managing the Thirty-four parcels.
134. Because the thirty-four (34) parcel owners waited an unreasonable amount of time for the proper revitalization process to take place, and it was not forthcoming. During the

- expired period, these thirty-four (34) parcel owners exercised their right to form their own independent homeowners association to protect their property rights.
135. PG ONE submitted their revitalization documents to the DCA. The documents included numerous misleading documents and inaccurate information, including but not limited to:
- a. Illegally implemented 1996 and 1999 Amendments to the Protective Covenants;
 - b. Consent and Joinders with numerous legal problems as stated herein;
 - c. An Improper tabulation of votes;
 - d. Improper inclusion of excluded lots of PG V; and,
 - e. For the reasons stated herein below.
136. The Defendant's action has cast doubt on the Plaintiffs' rights pursuant to Florida Statute as well as the validity of the Declaration of Covenants to which judicial resolution is required.
137. There exists an actual and justiciable controversy between the parties for which judicial resolution is required.
138. That on or about June 29, 2006, the organizing committee for PG ONE held an election in which the revived declaration was approved by a combination of votes and proxies.
139. On or about June 30, 2006, the proposed revived governing documents and supporting materials have been forwarded to the Department of Community Affairs (hereinafter referred to as the DCA) to review and determine whether to approve or disapprove of the proposed documents.
140. Included in the submission to the DCA were 253 lots in the Defendants' Association that had originally been governed under two separate Protective Covenants, including the

- Plaintiffs' current home and recently sold home.
141. PG ONE included the PG V parcels in the revitalization process and in the submission to DCA.
142. On June 19, 2006, PG ONE had previously recognized the existence of PG V by halting service to PG V parcels. PG V parcels were marked with Blue Spray paint on the street swales and the lawns were not cut. PG ONE is continuing to withhold services to PG V parcels.
143. Oriole Homes Corp. has demanded payment under the land lease from the PG V owners threatening foreclosure. However, when the Covenants expired, the land lease, which was Article 7 of the Covenants, also expired as a matter of law. No other land lease exists outside of the expired Covenants.
144. Currently, 34 of the 253 homes are now located in PG V, including the Plaintiffs' (Segal and Pellecchia) current and former residences.
145. All conditions precedent have been met prior to filing this action.
146. The Plaintiffs should be reimbursed for their legal fees pursuant to the Homeowner's documents and Florida law. Plaintiffs have retained the undersigned and have agreed to pay a reasonable fee.

COUNT I DECLARATORY JUDGMENT AND INJUNCTIVE RELIEF

147. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 146 as if fully set forth herein.
148. This dispute raises a justiciable question requiring a present declaration by the Court declaring that the amendment to Article 4 of the Declaration of Protective Covenant was not validly adopted, and enjoining the defendants from attempting to enforce said

- amendment.
149. Defendants, through its actions, are seeking to revitalize the homeowners' declaration and other governing documents that are more restrictive in nature than allowed pursuant to Florida Statutes based on invalid 1996 and 1999 Amendments, including Article IV of the Declaration of Protective Covenants.
150. Plaintiffs have suffered irreparable injury because the Defendant was permitted to revitalize their governing documents and enforce invalid amendments.
151. This dispute raises a justiciable question requiring a present declaration by the Court declaring that the 1996 and 1999 Amendments and the amendment to Article IV of the Declaration of Protective Covenants was not validity adopted and enjoining the Defendant from threatening or otherwise attempting to enforce it.
152. This dispute raises justiciable questions requiring a present declaration by the Court declaring that the revitalization efforts of the Plaintiffs are not being adopted in accordance with Florida Statute, Chapter 720, et. sec.
153. PG ONE recently provided documents to the DCA for revitalization, which was rubber stamped by the DCA. It serves a public interest to protect all homeowners from this type of behavior by preventing the Associations from producing fraudulent documents in the revitalization process.
154. PG ONE's governing documents have been extinguished for over nine (9) years and there was no immediate need for the revitalization until this Court may rule of the illegalities, unconstitutionality, and procedural violations by PG ONE in relation to the revitalization of the governing documents.
155. We are seeking to set aside the revitalization pending this Court's review of the

documents submitted to the DCA and a determination of the validity of the 1996 and 1999 Amendments and other changes made to the Protective Covenants.

156. Although the documents submitted to the DCA are represented to the lot owners to be the same documents; the revitalization documents are not. The following are the problems with the revitalization package and documents:

- a. The lot owners were misled by PG ONE in that they were told there were no changes to the documents that were being submitted to the DCA and in fact there were changes (Exhibit F);
- b. The revitalization documents provided to the DCA remove the language in Article 15 of the Protective Covenants and created a more restrictive situation by removing the requirement for lenders prior approval of amendments;
- c. The documents submitted to DCA for approval include a purported and recorded 1996 Amendment that was never legally passed;
- d. The documents submitted to the DCA include for approval a 1999 Amendment that was illegally passed;
- e. The documents submitted to DCA include certain lots that have formed their own legitimate homeowner's association known as PG V during the extinguishment period, which lots must be excluded from the lots governed by the purported revitalized documents;
- f. The legal requirements pursuant to Florida Statute Chapter 720 were not met in that the tabulation of votes is inconsistent; the submission included improper votes; there are accounting discrepancies; and the number of votes is calculated incorrectly.

157. If the revitalization is allowed to stand as is, this Court is allowing the legitimization of

all the prior improprieties and illegalities against the PG ONE lot owners and is allowing an unconstitutional taking of the Plaintiff's property.

158. Plaintiffs have attempted to resolve the matter without Court intervention and have been denied by the Defendants any relief.

159. The Defendants secreted the relevant opt-out period pursuant to Florida Statute from the Plaintiffs in order to prevent the Plaintiffs from exercising the right to opt-out from the Covenants.

WHEREFORE, Plaintiffs, Sabrina Segal D.B.A., Mitchell Pellecchia, Roy Samanez Alarcon, Emma Allman, Flory Brown, Nora Cole , Deanna McSwain, Cosme R. Colon, Maria E. Colon , Cristobal Colon, Santo Curatolo, Dragana Cuckovic, Euripedes Junior, Ricardo Gamez , Karima Salama, Walkiria Giannini, Janice L. Griggs, Steven G. Happ , Sandra Happ, Wanda Heyn (deceased), Richard A. Heyn, Sybel E. Johnson, Donald C. Jones, William E. Kidd, Leslie Liesenfelt, Rosina Martin , Valentina Martin, Frank Mastraccio, Rita L. McCafferty, Dwayne McCune, Nicolas F. Nola , Daisy Valladares, Pedro R. Padro , Birgitt E. Padro , Jennifer M. Picard, Rafael Ponton , Helene Ponton, Rudescinda Rios , Sandro L. Quiñónez, Angela Santiago, Debra Smith, Bob R. Sweet (deceased), Marilyn B. Vandermeulen, Jose Velez, and Inez Young-Ross, request this Court:

- a. Declare the entire 1996 and 1999 Amendment to PG ONE Declaration of Protective Covenants recorded on May 2, 1996 and on June 3, 1999 invalid;
- b. Declare Article IV of the 1996 and 1999 Amendment as invalid for failing to obtain the written permission of all institutional lenders as required by Article 15, invalid consent and joinders, HUD violations, and due to the more restrictive language;
- c. Order the Defendant to take all necessary action to remove the 1996 and 1999 Amendments of the Declaration for Protective Covenants as recorded on May 2,

- 1996 and June 3, 1999 from the records or Broward Count and/or record any Court order invalidating the 1996 and 1999 Amendments;
- d. Enjoin the Defendant from enforcing or threatening to enforce the 1996 and 1999 Amendments of the PG ONE Declaration of Protective Covenants;
 - e. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action;
 - f. Set aside and vacate the illegally revitalized PG ONE Declarations of protective Covenants and Amendments thereto and governing documents as in violation of Florida Statute;
 - g. Set aside and vacate the revitalization pending the outcome of this litigation and/or alternatively staying the execution of the revitalized documents pending the outcome of this litigation;
 - h. Order that Paradise Gardens V, HOA Inc. is a bona fide Home Owners Association with valid and enforceable Covenants; is independent of PG ONE; and it contains Thirty-Four parcels which are not subject to PG ONE's Covenants;
 - i. Declare 720.407(5) unconstitutional as to the one-year, one sided time limit to opt-out provision as a violation of equal protection and property rights; and
 - j. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT II FAMILIAL STATUS DISCRIMINATION

160. Plaintiffs repeat and re-allege the allegations contained in Paragraphs 1 through 88, 95, 96, 98,99 and 101 as if fully set forth herein.
161. Defendants, in violation of 42 U.S.C. §3604, et. Al. (hereinafter known as the "FHA")

- discriminate against the Plaintiffs on the basis of their age status by refusing to allow them to sell their property to individuals under the age of 55 and/or remain in their home as they are themselves under the age of 55 years old.
162. 42 U.S.C. §3604, et al, prohibits housing discrimination based on “familial status.”
163. The 1996 and 1999 Amendments were not a proper amendment as stated forth herein above.
164. In order to be exempt and have a valid 55 and over community, at least 80% of the units at PG ONE must be occupied by a person who is at least 55 and older.
165. The current representation to the DCA is that at least 92% of the lots are occupied by a person 55 and over. However, the current census is incorrect in that PG ONE did not follow the proper protocol pursuant to Sections 100.305, 100.306 and 100.307 of the HUD Regulations in order to perform the proper verification of occupancy. Specifically, the reliability is questionable due to the missing birth dates, deceased persons being included in the tabulations, inconsistent time frames, attribution of birth dates to unknown people, included owner’s names with inconsistent birth dates and residential tenants’ information. See 24 C.F.R, Part 100.
166. In 1994 while PG ONE operated as an open community, it is unknown if a census was completed.
167. In 1996, although the 1996 Amendment did not pass muster, PG ONE began to operate as an over 55 community without a proper census being provided.
168. In 1999 a new Amendment to the Protective Covenants was illegally passed using only incomplete Consent and Joinders, with no mortgage holder approval, with no current and complete census.

169. The Consent and Joinders were improper in that there are included in the Public Records, forgeries, deceased persons, certain owners were not even approached, and Oriole's vote although it was previously assigned.
170. PG ONE does not publish and adhere to policies and procedures that demonstrate the intent to provide housing for persons 55 and older. Specifically:
171. PG ONE allowed the Marcus family to move into PG ONE on or about 1/31/1994. A baby was born on 4/12/2001 and a federal lawsuit was filed 7/9/2004. They attempted to enforce the limitation against the Marcus';
- a. PG ONE allowed the plaintiffs (Segal and Pellecchia) to purchase a second home in 2005, although PG ONE knew the age of both owners was under 55 years of age;
 - b. PG ONE has forced the lot owners to execute a notarized document requiring a resident of over 55 year of age to reside in the home or be subject to immediate ejectment without notice to the mortgage holders;
 - c. There have been numerous periods of non-enforcement, capricious enforcement and arbitrary enforcement;
 - d. In May 1996, PG ONE allowed Leslie Liessenfelt to reside in the PG ONE development with a minor child;
 - e. In 1995 Janice BGriggs purchased a home and PG ONE attempted to remove her after the filing of a HUD complaint;
 - f. In 2003, PG ONE allowed residents to move in the subdivision who are under the age of 55;
 - g. PG ONE continues to advertise as an over 55 year old community as reflected by its sign posted on the property although their attorney's advised PG ONE to remove the

- references from said signs;
- h. PG ONE continuing to publish an “Official Monthly Publication” claiming to be a 55 and over community; and,
 - i. Preventing approximately 28 homes from Opting-out by secreting the fact the Protective covenants were expired.
172. PG ONE has not complied with the HUD Rules and Regulations for verification of occupancy in that the census’s used in 1996, 1999 and in 2006 are inaccurate, incomplete and or nonexistent as set forth herein above.
173. As a direct and proximate result of the Defendants’ actions, Plaintiffs are in fear of having legal action being taken against them and are being deprived of their rights to equal housing opportunity with regard to familial status.
174. In engaging in their unlawful conduct described above, the Defendants have acted in violation of Federal Statutes.
175. Plaintiffs will and have suffer irreparable injury if the Defendants are permitted to threaten them with enforcement of an invalid amendment as well as limit their ability to sell their property as they deem fit.
176. This dispute raises a judicable question regarding a present declaration by the court declaring that the amendment to Article IV of the Protective Covenants was not validly adopted and enjoining the Defendants from threatening or otherwise attempting to enforce it.
177. There are currently four HUD Complaints filed against PG ONE for the following:
- a. PG ONE preventing a handicapped Spanish minor child from being picked up by a Broward County School bus in front of her home;

- b. PG ONE forcing numerous homeowners to sign illegal documentation regarding the age restrictions and residency;
- c. PG ONE secreting the fact that the Covenants were extinguished since July or August 1999, since at least November 2004;
- d. The posting of a sign reflecting the PG ONE community as an Adult Community 55 & Older”; and
- e. On at least three occasions, a member of the PG ONE Board requesting an epileptic daughter and her two children to move from the residence the grandfather in PG ONE by intimidation tactics.

WHEREFORE, Plaintiffs, Sabrina Segal D.B.A., Mitchell Pellecchia, Roy Samanez Alarcon, Emma Allman, Flory Brown, Nora Cole , Deanna McSwain, Cosme R. Colon, Maria E. Colon , Cristobal Colon, Santo Curatolo, Dragana Cuckovic, Euripedes Junior, Ricardo Gamez , Karima Salama, Walkiria Giannini, Janice L. Griggs, Steven G. Happ , Sandra Happ, Wanda Heyn (deceased), Richard A. Heyn, Sybel E. Johnson, Donald C. Jones, William E. Kidd, Leslie Liesenfelt, Rosina Martin , Valentina Martin, Frank Mastraccio, Rita L. McCafferty, Dwayne McCune, Nicolas F. Nola , Daisy Valladares, Pedro R. Padro , Birgitt E. Padro , Jennifer M. Picard, Rafael Ponton , Helene Ponton, Rudescinda Rios , Sandro L. Quiñónez, Angela Santiago, Debra Smith, Bob R. Sweet (deceased), Marilyn B. Vandermeulen, Jose Velez, and Inez Young-Ross, pray this Honorable Court enter an Order:

- a. Enjoining the Defendants from enforcing or threaten to enforce Article IV of the Declaration of Protective Covenants;
- b. Award Plaintiffs damages for lost opportunity, loss of sales, and consequential damages;

- c. Award attorneys' fees and costs; and
- d. For any and all further relief the Court deems just and appropriate in premises.

COUNT III FRAUD

178. Plaintiffs, Sabrina Segal D.B.A., Sabrina Segal, Mitchell Pellecchia, Roy Samanez Alarcon, Emma Allman, Flory Brown, Nora Cole , Deanna McSwain, Cosme R. Colon, Maria E. Colon , Cristobal Colon, Santo Curatolo, Dragana Cuckovic, Euripedes Junior, Ricardo Gamez , Karima Salama, Walkiria Giannini, Janice L. Griggs, Steven G. Happ , Sandra Happ, Wanda Heyn (deceased), Richard A. Heyn, Sybel E. Johnson, Donald C. Jones, William E. Kidd, Leslie Liesenfelt, Rosina Martin , Valentina Martin, Frank Mastraccio, Rita L. McCafferty, Dwayne McCune, Nicolas F. Nola , Daisy Valladares, Pedro R. Padro , Birgitt E. Padro , Jennifer M. Picard, Rafael Ponton , Helene Ponton, Rudescinda Rios , Sandro L. Quiñónez, Angela Santiago, Debra Smith, Bob R. Sweet (deceased), Marilyn B. Vandermeulen, Jose Velez, and Inez Young-Ross, repeats and re-alleges the allegations contained in Paragraphs 1 through 146 as if fully set forth herein, and further alleges fraud. The four (4) elements of fraud are well settled in Florida law. In the instant case, the Defendants made a false statement regarding a material fact; Defendants knew or should have known the representation was false; Defendants intended that the representation induce plaintiff to act on it; and Plaintiffs suffered damages in justifiable reliance on the representation. See Johnson v. Davis, 480 So. 2d 625, 627 (Fla. 1985), National Ventures, Inc. v. Water Glades 300 Condo. Assoc., 847 So.2d 1070, 1074 (Fla. 4th DCA 2003).

- a. Defendants knowingly made a material misrepresentation of fact by concealing and/or misstating the status of the expired covenants.

- b. Defendants knew the covenants had expired, and acted to conceal this fact from Plaintiffs.
- c. Defendants clearly intended for Plaintiffs to act upon their misrepresentation, for they continued to send invoices, file lis pendens, foreclosures, etc. after the covenants were extinguished in 1999. These illegal actions took place between 1999 and 2006, seven (7) years of fraudulent action by Defendants.
- d. Defendants' actions caused damages to Plaintiffs through illegal collection of money, restriction, and devaluation of title, and restriction of Plaintiffs rights as property owners.
- e. Defendants' actions further caused damages to Plaintiffs by preventing and depriving their rights to remove their property from the revitalization process established in the 2004 FS 720.407
- f. Fraud based upon an illegal revitalization of the extinguished Covenants of PG ONE by the Defendants. Due to MRTA, the original Protective Covenants of PG ONE expired on or about August 26, 1999. These Covenants were improperly and illegally revitalized by the Defendants, who claim to have obtained a majority of the then owners of lots approve the Amendment to Article IV on or about June 3, 1999 by a Consent and Joinder, instead of a majority vote.
- g. Fraud based upon the Defendants' illegal revitalization, in violation of FS 720.403 et seq., because the revived declaration and other governing documents are more restrictive on the affected parcel owners than the covenants contained in the previous governing documents. In addition, more parcels were included in the revitalization than in the 1969 Covenants. In addition, the 1996, the 1996 Scrivener's error, and

1999 Amendments are illegal and not enforceable.

- h. Fraud based upon the Defendants' illegal revitalization in 2006, which did not follow the proper procedure required by FS 720.

WHEREFORE, Plaintiffs, Sabrina Segal D.B.A., Mitchell Pellecchia, Roy Samanez Alarcon, Emma Allman, Flory Brown, Nora Cole , Deanna McSwain, Cosme R. Colon, Maria E. Colon , Cristobal Colon, Santo Curatolo, Dragana Cuckovic, Euripedes Junior, Ricardo Gamez , Karima Salama, Walkiria Giannini, Janice L. Griggs, Steven G. Happ , Sandra Happ, Wanda Heyn (deceased), Richard A. Heyn, Sybel E. Johnson, Donald C. Jones, William E. Kidd, Leslie Liesenfelt, Rosina Martin , Valentina Martin, Frank Mastraccio, Rita L. McCafferty, Dwayne McCune, Nicolas F. Nola , Daisy Valladares, Pedro R. Padro , Birgitt E. Padro , Jennifer M. Picard, Rafael Ponton , Helene Ponton, Rudescinda Rios , Sandro L. Quiñónez, Angela Santiago, Debra Smith, Bob R. Sweet (deceased), Marilyn B. Vandermeulen, Jose Velez, and Inez Young-Ross request this Court:

- a. Find the Defendants have committed fraud against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT IV SLANDER OF TITLE

179. Plaintiffs, Sabrina Segal D.B.A., and Mitchell Pellecchia, repeat and re-alleges the allegations contained in Paragraphs 1 through 146 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a

statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.
- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiffs, Sabrina Segal D.B.A., and Mitchell Pellecchia request this

Court:

1. Find the Defendants have committed slander of title against the Plaintiffs;
2. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
3. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT V SLANDER OF TITLE

180. Plaintiffs, Roy Samanez Alarcon, repeat and re-alleges the allegations contained in Paragraphs 1 through 146 as if fully set forth herein, and further alleges slander of

title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.
- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiffs, Roy Samanez Alarcon request this Court:

4. Find the Defendants have committed slander of title against the Plaintiffs;
5. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
6. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT VI SLANDER OF TITLE

181, Plaintiff, Emma Allman, repeats and re-alleges the allegations contained in

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Paragraphs 1 through 146 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.
- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiffs, Emma Allman request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT VII SLANDER OF TITLE

182. Plaintiffs, Flory Brown, repeat and re-alleges the allegations contained in Paragraphs 1 through 146 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.
- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiff, Flory Brown requests this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys'

- fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT VIII SLANDER OF TITLE

183. Plaintiffs, Nora Cole and Deanna McSwain, repeat and re-alleges the allegations contained in Paragraphs 1 through 146 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.
- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions,

filing of lis pendens, and liens.

WHEREFORE, Plaintiffs, Nora Cole and Deanna McSwain request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT IX SLANDER OF TITLE

184. Plaintiff, Cosme R. Colon , repeat and re-alleges the allegations contained in Paragraphs 1 through 146 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real

estate sales.

- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiff, Cosme R. Colon request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT X SLANDER OF TITLE

185. Plaintiffs, Sabrina Segal D.B.A., and Mitchell Pellecchia, repeat and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006,

Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.

- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiffs, Sabrina Segal D.B.A., and Mitchell Pellecchia request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XI SLANDER OF TITLE

186. Plaintiffs, Maria E. Colon and Cristobal Colon, repeat and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-*

Speyer v. Knight Investments, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.
- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiffs, Maria E. Colon and Cristobal Colon request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XII SLANDER OF TITLE

187. Plaintiff, Santo Curatolo, repeats and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the

Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.
- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiff, Santo Curatolo requests this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XIII SLANDER OF TITLE

188. Plaintiffs, Dragana Cuckovic and Euripedes Junior, repeat and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.
- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiffs, Dragana Cuckovic and Euripedes Junior request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;

- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XIV SLANDER OF TITLE

189. Plaintiffs, Ricardo Gamez and Karima Salama, repeat and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.
- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions,

filing of lis pendens, and liens.

WHEREFORE, Plaintiffs, Ricardo Gamez and Karima Salama request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XV SLANDER OF TITLE

190. Plaintiff, Walkiria Giannini, repeats and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real

estate sales.

- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiff, Walkiria Giannini requests this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XVI SLANDER OF TITLE

191. Plaintiff, Janice L. Griggs, repeats and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired.

Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.

- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiff, Janice L. Griggs requests this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XVII SLANDER OF TITLE

192. Plaintiffs, Steven G. Happ and Sandra Happ repeat and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in

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addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.

- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiffs, Steven G. Happ and Sandra Happ request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XVIII SLANDER OF TITLE

193. Plaintiffs, Wanda Heyn-deceased and Richard A. Heyn, repeat and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d

180, 181 (Fla. 1953) and Tishman-Speyer v. Knight Investments, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.
- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiffs, Wanda Heyn-deceased and Richard A. Heyn request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XIX SLANDER OF TITLE

194. Plaintiff, Sybel E. Johnson, repeats and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants

communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.
- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiff, Sybel E. Johnson request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XX SLANDER OF TITLE

195. Plaintiff, Donald C. Jones, repeats and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.
- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiff, Donald C. Jones request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys'

- fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XXI SLANDER OF TITLE

196. Plaintiff, William E. Kidd, repeats and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.
- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiff, William E. Kidd request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XXII SLANDER OF TITLE

197. Plaintiff, Leslie Liesenfelt, repeats and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.

- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiff, Leslie Liesenfelt request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XXIII SLANDER OF TITLE

198. Plaintiffs, Rosina Martin and Valentina Martin, repeat and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal

publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.

- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiffs, Rosina Martin and Valentina Martin request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XXIV SLANDER OF TITLE

199. Plaintiff, Frank Mastraccio, repeat and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted

the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.

- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiff, Frank Mastraccio request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XXV SLANDER OF TITLE

200. Plaintiff, Rita L. McCafferty, repeats and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589

So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.
- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiff, Rita L. McCafferty request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XXVI SLANDER OF TITLE

201. Plaintiff, Dwayne McCune, repeats and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning

Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.
- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiff, Dwayne McCune request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XXVII SLANDER OF TITLE

202. Plaintiffs, Nicolas F. Nola and Daisy Valladares, repeat and re-alleges the allegations

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contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.
- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiffs, Nicolas F. Nola and Daisy Valladares request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and

proper in the premises.

COUNT XXVIII SLANDER OF TITLE

203. Plaintiffs, Pedro R. Padro and Birgitt E. Padro, repeat and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.
- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiffs, Pedro R. Padro and Birgitt E. Padro request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;

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- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XXIX SLANDER OF TITLE

204. Plaintiff, Jennifer M. Picard, repeats and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.
- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions,

filing of lis pendens, and liens.

WHEREFORE, Plaintiff, Jennifer M. Picard request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XXX SLANDER OF TITLE

205. Plaintiffs, Rafael Ponton and Helene Ponton, repeat and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real

estate sales.

- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiffs, Rafael Ponton and Helene Ponton request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XXXI SLANDER OF TITLE

206. Plaintiffs, Rudescinda Rios and Sandro L. Quiñónez, repeat and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired.

Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.

- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiffs, Rudescinda Rios and Sandro L. Quiñónez request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XXXII SLANDER OF TITLE

207. Plaintiff, Angela Santiago, repeats and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in

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addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.

- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiff, Angela Santiago request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XXXIIISLANDER OF TITLE

208. Plaintiff, Debra Smith, repeats and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v.*

Knight Investments, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.
- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiff, Debra Smith request this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XXXIV SLANDER OF TITLE

209. Plaintiff, Bob R. Sweet-deceased, repeats and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning

Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.
- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiff, Bob R. Sweet-deceased requests this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XXXV SLANDER OF TITLE

210. Plaintiff, Marilyn B. Vandermeulen, repeats and re-alleges the allegations contained in

Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.
- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiff, Marilyn B. Vandermeulen requests this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and

proper in the premises.

COUNT XXXVI SLANDER OF TITLE

211. Plaintiff, Jose Velez, repeats and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.
- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiff, Jose Velez requests this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- a. Award the Plaintiffs their costs, suit money and reasonable attorneys'

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- fees pursuant to Florida Statute 720.305 in this action; and,
- b. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

COUNT XXXVII SLANDER OF TITLE

212. Plaintiff, Inez Young-Ross, repeats and re-alleges the allegations contained in Paragraphs 1 through 140 as if fully set forth herein, and further alleges slander of title. The four (4) elements of Slander of Title are well settled in Florida law. In the instant case, the Defendants communicated to a third person a statement disparaging plaintiff's title. The statement concerning Plaintiffs' title is untrue; and the Defendants' communication caused Plaintiffs to suffer actual damages. See *Old Plantation Corp. v. Maule Industries, Inc.*, 68 So. 2d 180, 181 (Fla. 1953) and *Tishman-Speyer v. Knight Investments*, 591 So. 2d 213, 214 (Fla. 4th DCA 1991), rev. denied, 589 So. 2d 291 (1991).

- a. In the instant case, the Defendants published public statements that, in addition to being more restrictive than the original covenants, restricted the use and value of the Plaintiffs property. From 1999 until 2006, Defendants falsely operated as if the 1969 covenants had not expired. Beginning in 2006, the Defendants acted under improper and illegal publication of covenants they purported to have revitalized. These improper, illegal, and untrue publications prevented and cancelled real estate sales.
- b. Furthermore, Plaintiffs suffered actual damages based upon the Defendants illegal collection of assessments, fees, and collection actions, filing of lis pendens, and liens.

WHEREFORE, Plaintiff, Inez Young-Ross requests this Court:

- a. Find the Defendants have committed slander of title against the Plaintiffs;
- b. Award the Plaintiffs their costs, suit money and reasonable attorneys' fees pursuant to Florida Statute 720.305 in this action; and,
- c. Award Plaintiffs such other and further relief as this Court deems just and proper in the premises.

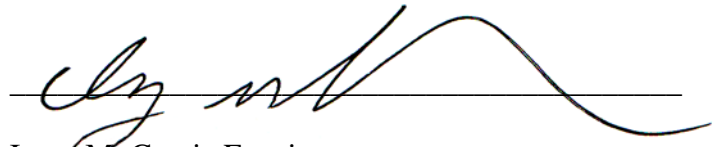
CLAIM FOR ATTORNEY'S COSTS AND FEES

213. As a direct result of the fraudulent and illegal behavior of the Defendants, the Plaintiffs have employed the services of the undersigned attorney to represent them in this emergency action, but is without sufficient means to provide for payment of attorney's fees or the costs of this action, whereas the Defendants are well able to pay the Plaintiff's costs and attorney's fees. Pursuant to FS 720.305, Plaintiffs' hereby make demand for attorney's costs and fees.

CERTIFICATION OF SERVICE

I **HEREBY CERTIFY** that a true and correct copy of the foregoing has been delivered to the distribution list this 8th day of December 2008 by USPS.

The Law Office of Inger M. Garcia



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954 894 9962
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DISTRIBUTION LIST

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VERIFICATION

State of Florida)
) S.S.:
County of Broward)

BEFORE Me, the undersigned authority duly authorized to administer oaths, personally appeared Mitchell Pellecchia, who being first duly sworn, deposes and states:

1. I am an individual over 18 years old and have no legal disabilities.
2. I have read the foregoing VERIFIED SECOND AMENDED COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF AND DAMAGES. I have personal knowledge of the facts stated in the Motion, which are true and correct.

FURTHER AFFIANT SAYETH NAUGHT

Mitchell Pellecchia

State of Florida)
) S.S.:
County of Broward)

The foregoing instrument was acknowledged before me this 8th day of December 2008, by Mitchell Pellecchia, who being personally known to me did take an oath.

Notary Public

My commission expires: _____