

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

NUMBER 2 CONDOMINIUM
ASSOCIATION - PALM GREENS
AT VILLA DEL RAY, etc., et al.,

Plaintiffs,

v.

PALM GREENS AT VILLA DEL
RAY RECREATION CONDO-
MINIUM ASSOCIATION, etc., et
al.

Defendants.

PALM GREENS AT VILLA DEL
RAY RECREATION CONDO-
MINIUM ASSOCIATION, etc., et
al.

Counter Plaintiffs,

v.

NUMBER 2 CONDOMINIUM
ASSOCIATION - PALM GREENS
AT VILLA DEL RAY, etc. et al.

Counter Defendants.

NUMBER 1 CONDOMINIUM
ASSOCIATION - PALM GREENS
AT VILLA DELRAY, etc. et al.

Third Party Plaintiffs,

v.

MARGE FATTORI, etc. et al.

Third Party Defendants.

Case No.: 502024CA002299XXXAMB
Circuit Civil Division: AH

Class Representation

(Related Case Saffer, et al. v. Klimas,
et al., 15th Fla. Jud. Cir. Case No.
502023CA01573XXXAMB)

DECLARATION OF ARTHUR ROBINS

I, Arthur Robins, declare:

1. I have personal knowledge of the following facts, and if called to testify I could and would competently testify thereto.

2. I am 74 years of age and have conducted construction and engineering-related business for the past 50 years nationally and internationally, including for the United States of America. During that time, I have developed extraordinary building and construction experience among my other historical placements. I was CEO of multiple companies involved in industrial piping, fabrication, power generation and construction and worked with Bechtel, Stone Webster, Foster Wheeler, Drove, HRH, Westinghouse, Babcock and Wilcox, and GE Turbines. One of my primary responsibilities over the years was trouble shooting systems including primarily in America and China. Using this experience, I was asked to run for the Board of the Palm Greens at Villa Delray Recreation Condominium Association, Inc. in 2020, and I was duly elected thereto and have been the President since a couple years later. In that capacity, I have at all times been one of the custodians of the books and records of the Recreation Association, records which were made at or about the time of the events recorded therein and in the ordinary course of business.

3. The Recreation Association owns all of the common facilities spanning nearly ten acres including a nearly 20,000 square foot clubhouse, a large swimming pool, a smaller restaurant and administrative buildings, innumerable tennis and shuffleboard courts, and other facilities and land including large parking lots and a hot tub and grounds and walking trails. The Recreation Association is commonly owned by two condominium associations that geographically border each other and comprise nearly 400 acres: Number 1 Condominium

Association - Palm Greens at Villa Delray, Inc. ("Number 1 Association") and Number 2 Condominium Association - Palm Greens at Villa Delray, Inc. ("Number 2 Association"). These three communities are commonly known to the public as "Palm Greens." Years ago, all of these three companies were one and the same, which I know because my family has owned property in Palm Greens for more than 40 years. I am personally a resident of Number 2 Association. Attached hereto as Exhibit 1 are true and correct copies of recent photographs showing the current day Recreation Association facilities utilized by the thousands of residents and guests traversing Palm Greens: primarily thousands of homeowners and their families within Number 1 Association and Number 2 Association, but also outside guests pursuant to contracts with other companies, as discussed herein.

4. Before my tenure with the Recreation Association, the capital and reserve funds stood at approximately \$482,717.00, with an additional \$41,871.00 in unallocated funds, totaling approximately \$524,588.00 at the end of 2019. Over the next four years, serving as a Board Member, Treasurer, and President, I successfully increased the balance of the capital and reserve funds to approximately \$850,000.00 as of December 31, 2023. Remarkably, I was able to do this while maintaining the residents' monthly assessment at \$59.00 (during my tenure there was no increase in income to the Recreation Association) and despite increases in insurance requirements and other increases in fixed and variable expenses of the Recreation Association. Primarily, I achieved these results utilizing my extensive background in construction and engineering activities where I shifted spending habits from hiring outside vendors to utilizing more in-house repairs while still negotiating with vendors but only where absolutely appropriate. By way of example only, a pool filter leak was once quoted at about \$23,000.00 for repairs and I was able to develop a solution for less than a third of that amount involving crawling under the

tank and employing cross-threading techniques while installing a new cap. There were innumerable additional savings during my tenure, for example, a 50-year-old Geothermal Temperature Regulation System that required overhauling at a quoted expense of \$90,000.00: through my investigation and knowledge of the engineering of these units, I was able to locate alternative vendors and negotiate a \$31,000.00 alternative solution that came with a seven-year warranty. Through all of these efforts, the reserves of the Recreation Association increased as I have indicated even though insurance costs had also increased because of the economic conditions over the past several years.

5. During my tenure, however, I experienced an ever-increasing set of challenges in dealing with Sandra Klimas and several members aligned with her on the Board of Directors of Number 2 Association. For example, in April of 2021 Ms. Klimas began pushing to reduce the monthly assessment her condominium association (Number 2 Association) was obligated to pay pursuant to the Bylaws: Approximately \$43,000.00 per month, which Number 2 Association has historically received at accumulating approximately \$50.00 per homeowner per month among her association's 717 units. Ms. Klimas told me she could cause Number 2 Association to stop paying its dues because she wanted to somehow close the Recreation Association's Cafe' and Restaurant, which (of course) the residents and I rejected. Accompanying this was Ms. Klimas' insistence that the Recreation Association should give up possession of its reserve funds, which was an unprecedented request in my view to ask of a not for profit corporation owning some 400 acres of real estate being used by thousands of Floridians and requiring maintenance. Ms. Klimas had varying explanations for these moves to strip the Recreation Association of its right to monies as contained in the Bylaws of each of the Palm Greens entities. Initially Ms. Klimas claimed that the outside developers working on a construction contract with Palm Greens were

going to steal our money. There were numerous other explanations by Ms. Klimas that are not noteworthy to this declaration. Suffice it to say that her incessant financial-related pressures resulted in me calling around to see if there was a hidden reason for Ms. Klimas' push to not pay the Recreation Association and to have the Recreation Association give up its reserves. I eventually discovered very severe financial problems developed by Ms. Klimas at Number 2 Association, including diversions of assets and millions of dollars of reserve deductions. Attached hereto as Exhibit 2 are excerpts of a study I obtained that reported severe, multi-million dollar deficiencies in necessary reserves for Number 2 Association. I have highlighted these numbers for the Court's convenience. Attached hereto as Exhibit 3 is an admission by Klimas of what she referred to as a "loss" of more than \$400,000.00. Attached hereto as Exhibit 3A is one of the innumerable examples of Klimas attempting to strip the Recreation Association of its monthly income: in this regard, I underscore that the Recreation Association's only income comes from payments, required by the Bylaws, from Number 1 Association and Number 2 Association.

6. I was concerned about the foregoing revelations because I reside in Number 2 Association and its health is critical to the health of Palm Greens as a whole. When I expressed my worries, Ms. Klimas attempted to shut them down in numerous ways and she sent me an email deriding me and insisting that the Number 2 Association was not experiencing financial problems. A true and correct copy of that email from her is appended hereto as Exhibit 4, once again highlighted for the Court's convenience. Notwithstanding her protestations, however, Ms. Klimas actively continued to push for seizure of the foregoing funds from the Recreation Association throughout 2021, 2022 and 2023. I became confused and even more concerned when at one point Ms. Klimas looked at me during a business meeting she arranged to discuss

taking away the Recreation Association's money where she remarked: "regulations are becoming difficult – one of the associations may need a short term loan and we should free up your reserves."

7. My resistance regarding the foregoing seizures of Recreation Association funds resulted in Ms. Klimas and her associates (e.g., Rob Thom) openly and vigorously objecting to the work I was scheduling and performing to the aged facilities of the Recreation Association. Like any old facilities, these facilities need care and maintenance and my responsibility is to do that job. This was important not only to maintain the value of our land and property of Palm Greens, but also for life safety reasons considering the thousands of residents and guests that traverse the facilities. Beginning more than two years ago, however, Ms. Klimas began openly attempting to prevent me from maintaining the facilities. Ms. Klimas' explanation was that outside developers on a construction and development contract were scheduled to build a brand new clubhouse and renovate all of our facilities in the future. She and Rob Thom were directly communicating with these developers, and she repeatedly promised that they would be beginning work. My answer to her was that these developers had promised to complete their work long ago and were in default, and that in any event the work had not been started and until it was underway we had an obligation to properly maintain our own facilities.

8. One important example of Klimas' resistance involved the dangerous staircase leading away from the clubhouse – this is the same dangerous staircase mentioned in the expert report of Andrew Alloco submitted herewith – which was so intense that Ms. Klimas and I had vitriolic arguments due to her insistence that nobody would use that staircase to exit during a fire and of course that the clubhouse would ultimately be demolished in a couple/few years once the

outside developers comply with the contract. She has consistently pushed for no work to be done to the exit staircase of the clubhouse, which has resulted in me putting other work before it.

9. Ultimately, litigation was initiated against these outside developers, after which small amounts of work on a new clubhouse began earlier this year. None of the promised renovations (e.g., the renovation of our large swimming pool facilities) have been started by the outside developers, and even according to Ms. Klimas the developers will not complete their work for years. Meantime, our properties (including the clubhouse) have needed care and Ms. Klimas has been advocating against all of the work I have been planning. Based upon my discussions and review of documents, I am aware that favorable settlement negotiations are ongoing with the outside developers involving (a) the Palm Greens request for payment of significant money as a result of their delays and (b) the outside developers' requests to permit their patrons – patrons who are new residents of homes being built nearby by the developers – to utilize the Recreation Association facilities. The outside developers have no set of facilities for their new homeowners and wish to utilize the Palm Greens facilities, which was the purpose behind our contract with these developers. These negotiations, in my view, are highly likely to result in the payment of significant consideration to the Recreation Association, although it is a fact that Sandra Klimas is a Defendant in the underlying litigation against the outside developers as a result of her cooperation with the outside developers in delaying their compliance with our contract. Even now, prior to any settlement, new homeowners in the outside developers' community are secretly breaking into the Recreation Association campus and are unlawfully utilizing our facilities. Because of these developments – i.e., substantial additional foot traffic on already busy Recreation Association facilities – which have been ongoing for some time, I have

accelerated scheduling the construction and engineering maintenance and repair work that must be done to our facilities out of serious building concerns.

10. A Board election was held on January 31, 2024 regarding Number 2 Association as well as one elected designee of Number 2 Association to place on the Board of Directors of the Recreation Association. I was a candidate to stay on the Board of the Recreation Association, however, the candidate information sheet of one Marge Fattori was circulated that reported wrongdoing (i.e., wrongful alteration of documents) on my part in managing the Recreation Association. Ms. Fattori later admitted in words or substance at deposition that she lied at the behest of the Number 2 Association, and I understand Mr. Botwin is providing that testimony to the Court in his declaration. In any event, the election was very peculiar and strange, because electronic voting was run by the lawyer for Klimas and Number 2 Association through some company called Becker Ballot. Well prior to the election, dozens of community residents complained that the email address they had been given to electronically vote was a dead email address. My lawyer Elad Botwin raised this concern in writing to Becker & Poliakoff and Becker Ballot prior to the election, however, not only did he never receive a response but neither I nor my fellow residents ever received notification of a working email address to electronically vote. Following the election, numerous people told me they knew that several community residents were permitted to vote multiple times for the same people. I have attached hereto as Exhibit 5 four voting receipts from one of those people, which I have redacted at the instruction of counsel. Because Marge Fattori testified at deposition that her claims against me in the candidate information sheet were unsupportable and fallacious, and considering the foregoing (and other) irregularities, I filed a 600 page petition for arbitration with the State of Florida Department of Business and Professional Regulation, Division of Florida Condominiums, Timeshares and

Mobile Homes on March 17, 2024 and paid the requisite \$50.00 filing fee by personal check. This matter has been assigned Case Number 2024-01-6753. I filed this 600 page petition after my letter to Sandra Klimas asking to resolve the issues pertaining to the election went unanswered. A true and correct copy of my letter to Ms. Klimas in this regard is attached hereto as Exhibit 6. A true and correct copy of photographs of my arbitration petition (and my check that was cashed by the State) are attached hereto as Exhibit 7. The foregoing process was initiated by me considering the Florida Legislature's directive in Fla. Stat. § 718.1255 that arbitration proceedings are a favorable way to resolve these disputes. After speaking with representatives of the State, it was my understanding that mediation discussions are often involved and I believe any such reasonable mediation would lead to a resolution of large portions of this dispute. Although the pending Saffer case – pending before this Court – also includes a challenge to the foregoing election (even at the time it was filed the many of the irregularities were still ongoing) the arbitral process is in my view salutary and I am pursuing it.

11. Regardless of the result of the litigation and arbitration proceedings, and irrespective of the ongoing settlement negotiations with the outside developers, the following areas of work must be done in order to maintain safe and operational facilities for the benefit of our residents, guests and others utilizing them: (a) eradication of termite-related infestation and structural damage (approximately \$10,000.00); (b) architectural beam work, including exposed beams vulnerable to UV damage and weathering (approximately \$12,000.00); (c) two critical staircases that require replacement due to structural unsoundness, posing a significant risk in harm, and possible death in emergency evacuations (approximately \$30,000.00); (d) repair or replacement of window mullions (approximately \$6,000.00), (e) elevator compliance and safety (approximately \$30,000.00), (f) roof and electrical repairs (approximately \$6,000.00), (g) repair

and maintenance of air conditioning systems, maintenance of 13 units ranging from four to 15 tons operating on R-22 freon (approximately \$15,000.00), (h) auxiliary buildings and roofing and related remediation (approximately \$6,000.00); (h) swimming pool lavatory maintenance and replacement (approximately \$20,000.00) (i) tennis and shuffleboard courts (approximately \$25,000.00).

12. I realize that Ms. Klimas may want some or all of these monies to deal with the financial issues resulting from her stewardship of Number 2 Association, however, I agree with Mr. Andrew Alloco that the failure to perform the foregoing kind of necessary maintenance is going to result in injury or worse to the thousands of people using our sprawling set of buildings and facilities. Indeed, our properties are very heavily traversed by foot traffic on a daily basis, which has gotten more intensive considering use of the facilities by homeowners in the outside development and likely expansion of such usage resulting from what appears to me to be a likely settlement with such outside developers. Up to now, the resistance of Ms. Klimas to necessary repairs has exacerbated the conditions even more so than the delay in waiting for the outside developers to renovate all of our facilities. As I have repeatedly told Ms. Klimas, we can not justify delaying these maintenance and life safety issues and the delays she has historically caused have created a small backlog such that my work now must be intensified to become current. *I state to the Court unequivocally that any delays in performing necessary maintenance considering increased foot traffic in Recreation Association facilities are in my experience likely to result, at the very least, in somebody being seriously injured. I also state unequivocally that this is the case with any half century old building; in other words, none of this should come as any surprise.*

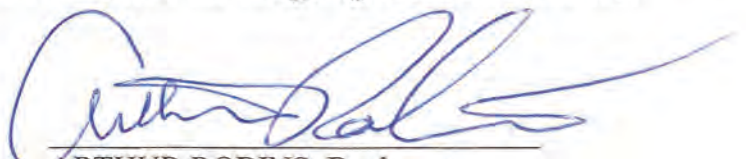
13. Any and all maintenance and repair work as set forth above would be done the way I have always done it, in strict accordance with our Bylaws and best practices using approval processes of the current, acting, five members of the Recreation Association's Board of Directors. I always take multiple bids and vigorously negotiate as necessary to obtain the correct price and result for delivery to my Board. It is my view that all of the foregoing remedial and maintenance work can be done without in any way further reducing our reserves from their current levels, however, this will only be the case if Ms. Klimas is unsuccessful in her attempts to seize Recreation Association monies as set forth not only in her Verified Complaint and Emergency Motion but otherwise over the past two-plus years. Furthermore, having worked alongside Ms. Klimas for nearly half a decade and watched her, I state unequivocally to the Court that if she is anywhere near the Board of the Recreation Association it is my view that somehow monies will be depleted and necessary building and engineering work will not be done. I do not know how these things would happen, and I realize that Becker & Poliakoff is going to say I am speculating. All the Court needs to do in order to understand my beliefs is to review Exhibits 2 and 3 hereto and ask the rhetorical question of how the money was lost and how the reserve funds of Number 2 Association became so desperately low. As the Court will see from other declarations submitted in this matter, Number 1 Association – occupying a nearly identical condominium association – has experienced exactly **none** of the problems Klimas has brought upon Number 2 Association. Lastly, Ms. Klimas is currently more than \$80,000.00 in arrears on her required monthly payments to the Recreation Association on behalf of Number 2 Association. Clearly where Ms. Klimas is concerned there will be less work and more financial issues and I emphasize to the Court that this is not a good time for the Recreation Association

and Palm Greens to be placed into the kind of tailspin Ms. Klimas has been known to create and has created for Number 2 Association.

14. Lastly, I also state unequivocally that I agree with Mr. Andrew Alloco that the failure to perform the necessary maintenance and repairs is quite simply dangerous. As I have shown the Court with respect to the photographs attached as Exhibit 1, these are very nice facilities which still have a lifespan far in excess of that necessary to await the two or three years necessary to resolve the disputes with the outside developers and await their completion of new facilities. Knowing this, the outside developers are now negotiating with our attorneys to be able to actually use these facilities: they see what we see and know that the facilities are nice ones through which enjoyable and safe usage can result for many years. Nevertheless, the danger occurs when standard or important maintenance is not done and when corners are cut by unscrupulous managers. For example, the termite eradication work just done to our facilities – the work that Ms. Klimas and Becker & Poliakoff worked so hard to block – has revealed structural problems to the clubhouse in terms of wood rotting that must be dealt with immediately to eliminate risk of any future building weakness. In other words, every property manager confronts the issues we are confronting: but few property managers confront such resistance – even by lawyers – to doing the work necessary to protect property and lives.

Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true and correct.

April 3, 2024



ARTHUR ROBINS, Declarant

EXHIBIT 1



























































EXHIBIT 2

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No. 2 C.A. Palm Greens at Villa Del Ray
Delray Beach, FL



Report #: 41390-0
Beginning: January 1, 2022
Expires: December 31, 2022

RESERVE STUDY
"Full"

July 7, 2021



Reserve Study Executive Summary

Full

No. 2 C.A. Palm Greens at Villa Del Ray

Delray Beach, FL

Level of Service: "Full"

Report #: 41390-0

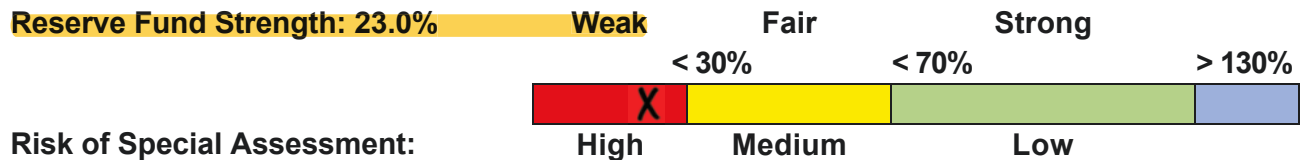
of Units: 717

January 1, 2022 through December 31, 2022

Findings & Recommendations

as of January 1, 2022

Projected Starting Reserve Balance	\$1,206,683
Projected "Fully Funded" (Ideal) Reserve Balance	\$5,248,765
Average Reserve Deficit (Surplus) Per Owner	\$5,637
Percent Funded	23.0 %
Recommended Funding Contributions	\$675,000
Minimum Contributions Required per Florida Admin. Code	\$600,106
Recommended 2022 Special Assessments for Reserves	\$1,050,000
Most Recent Reserve Contribution Rate	\$405,000



Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves	0.00 %
Annual Inflation Rate	0.00 %

This document is a "Full" Reserve Study (original, created "from scratch"), based on our site inspection on 3/26/2021.

This Reserve Study was prepared or overseen by a credentialed Reserve Specialist (RS). No assets appropriate for Reserve designation were excluded. As of the start of the initial fiscal year shown in this study, your Reserve fund is determined to be 23.0 % Funded. Based on this figure, the Client's risk of special assessments & deferred maintenance is currently High. The objective of your multi-year Funding Plan is to Fully Fund your Reserves, where clients enjoy a low risk of such Reserve cash flow problems.

Based on this starting point, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is to increase your Reserve contributions and collect a special assessment in the upcoming fiscal year. This Reserve Study analysis expires at the end of the initial fiscal year covered within, and should NOT be used for budgeting for Reserves in future fiscal years. Please contact our office to discuss options for updating your Reserve Study on an annual basis.

Reserve Funding Goals and Methodology:

POOLED FUNDING (AKA "Cash Flow Method"):

This Reserve Study includes two different options for funding based on the "pooled" method (also known as the cash flow method.)

Our "recommended" funding plan is designed help the Association to attain and maintain Reserves at or near 100 percent-funded. This goal is more likely to provide an adequate cushion of accumulated funds, which will help reduce the risk of special assessments and/or loans in the event of higher-than-expected component costs, reduced component life expectancies, or other "surprise" circumstances.

EXHIBIT 3

*Number 2 Condominium Association
Palm Greens at Villa Del Ray, Inc.*

*5801 Via Delray
Delray Beach, Florida 33484
Telephone (561) 498-1051*

6/7/21
Rob Thom, V.P.

**MEMBERS SPECIAL BOARD
MEETING MINUTES**

THURSDAY, JUNE 3, 2021 at 6:30 P.M.

LOCATION: This meeting was available via ZOOM due to COVID-19 precautionary measures.

ATTENDANCE: Sandra Klimas (President), Rob Thom (VP) Tirtzah Israel (Treasurer), Bob Stern (Secretary), Jeffrey Ward (Director). Also Present: Skip Richardson (Regional Director), Paul Franzese (Association Manager), May Mokdad and Paul Irwin, representing FirstService Residential.

ABSENT: None

The meeting was called to order by Paul Franzese at approximately 6:31 P.M. Immediately thereafter, Roll Call was taken and a Quorum was established. Proof of Service of the meeting by Affidavit of Mailing was verified and the meeting commenced.

President's Opening:

Sandra Klimas described the purpose of the meeting to the Membership, namely, to consider a resolution to adopt Electronic Voting and to consider a resolution to Adopt a one-time Special Assessment in the sum of \$615.00 per unit. The President also introduced the newest member to the Board of Directors, Jeffrey Ward and the new Property Manager, Paul Franzese to the membership.

Electronic Voting: Bob Stern provided an overview of Electronic Voting:

Electronic Voting ("EV") is authorized by Florida Statute 718; EV is fast, secure and cost effective; EV will be managed by a private vendor; that Members have the right to opt in or out of EV or vote by paper ballot and that EV may be used for purposes other than Annual Elections.

The Board of Directors then responded to numerous questions posed by the Membership regarding EV.

The Resolution to adopt EV was brought to the floor at which time a motion was made by Rob Thom and seconded by Bob Stern. A vote to consider the motion was raised and passed unanimously (5 in favor, 0 opposed).

Special Assessment (“SPA”): Sandra Klimas provided the reasoning for a SPA.

The President made reference to and highlighted documents which were mailed to the Membership as part of the SPA package; the Membership was informed of the purpose and need for the SPA; that the expenses of the Association outweighed the accumulated revenue by a 17 to 9 percent margin between the years from 2012 to 2019 resulting in a deficit for the Association; that members would have the option of making a one-time payment of \$615.00 or three equal payments of \$205.00 and that payment could be made by using “Click Pay” or by check.

The Board of Directors then responded to numerous questions posed by the Membership regarding the SPA.

The Resolution to adopt the SPA was brought to the floor at which time a motion was made by Tirtzah Israel and seconded by Jeffrey Ward. A vote to consider the motion was raised and passed unanimously (5 in favor, 0 opposed).

ADJOURNMENT: A motion was then made at approximately 7:34 PM to adjourn the meeting at which time the meeting was so adjourned.

Respectfully Submitted, Paul N. Franzese, Community Association Manager.

*Number 2 Condominium Association
Palm Greens at Villa Del Ray, Inc.*

*5801 Via Delray
Delray Beach, Florida 33484
Telephone (561) 498-1051*

**NUMBER 2 CONOMINUIM ASSOCIATION PALM GREENS AT VILLA DEL RAY, INC
NOTICE OF SPECIAL BOARD OF DIRECTORS' MEETING**

TO ALL MEMBERS:

On June 3rd 2021, at 6:30pm a meeting of the Board of Directors will be held remotely via Zoom for the purpose of consideration and adoption of a special assessment and consideration and adoption of a resolution for electronic voting. The agenda for the meeting is as follows:

1. **Certifying Quorum- Call to order.**
2. Proof of Notice of Meeting.
3. Consideration and Adoption of a Resolution to institute Condominium electronic voting.
4. Consideration and Adoption of a Special Assessment, the approximate amount and purposes of which are provided below.
5. Adjournment.

The approximate amount and purpose of the special assessment is as follows:

A special Assessment in the approximate amount \$440,955.00 for the purpose of restoring the operating accounts to meet ongoing cashflow needs.

Based on guidance from the Florida Department of Health and The Centers of Disease Control and Prevention to minimize the spread of the COVID-19 virus, this meeting will be held remotely via Zoom. All members are invited to attend the meeting via Zoom by joining as follows:

When: June 3, 2021 Time: 6:30 pm

Topic: Special Assessment Meeting/ Electronic Voting Resolution
Please register in advance for the meeting:

https://us02web.zoom.us/webinar/register/WN_noxZrF_5Q1Cxn9yd2W1MTw

Dated: May, 17, 2021

BY ORDER OF THE BOARD OF DIRECTORS

This notice had been posted at least fourteen (14) days in advance of such meeting in conspicuous place on the Condominium Property.

[Type here]

*Number 2 Condominium Association
Palm Greens at Villa Del Ray, Inc.*

*5801 Via Delray
Delray Beach, Florida 33484
Telephone (561) 498-1051*

Date: 6/04/2021

To: All Members of Number 2 Condominium Association Palm Greens At Villa Delray, Inc.

Re: Special Assessment

Dear Unit Owners:

On June 3, 2021, the Board of Directors levied a special assessment in the amount of \$440,955.00 for the following purpose of restoring the operating account to meet cash flow needs.

The payment schedule for the special assessment and the due dates are as follows:

One lump sum payment of \$615 due on August 1, 2021

Or

Three (3) payments of \$205.00 each due on August 1, 2021; October 1, 2021; and December 1, 2021.

Unit owners will be able to decide which payment option best suits their needs.

Sincerely,

Board of Directors

Number 2 Condominium Association Palm Greens At Villa Del Ray, INC.

*Number 2 Condominium Association
Palm Greens at Villa Del Ray, Inc.*

*5801 Via Delray
Delray Beach, Florida 33484
Telephone (561) 498-1051*

May 17, 2021

To: Condo 2 Owners

Subject: Special Assessment (Restoration of Liquidity)

Many of you are aware, from our Budget Meeting or otherwise, that in the time frame 2012 – 2019, the Condo 2 Association incurred a cumulative loss of \$440,909.00. The purpose of this letter is to highlight the problem and the proposed solution.

At the end of 2011 we had an Operating Fund of \$561,998.00. At the end of 2019 it was \$121,089.00, having been significantly impacted by that loss. We believe our current level is insufficient to meet our ongoing cash flow needs and it would be irresponsible for the Board not to take remedial action.

Consequently, the Board feels it is imperative to restore the fund balance close to the level we had in 2012. We have been discussing this situation for some time and believe a Special Assessment now is the most appropriate path to address our current situation.

We recognize that a Special Assessment is never easy for a Board to impose or for an owner to accept. Best practices dictate that associations have a fund balance of not less than 2 times, and up to 2½ times, monthly budget. Our association's annual budget is about \$3.5 million so best practices, at the upper limit, would suggest a desired balance at \$730,000.00. To reach that level a special assessment of \$560,000.00 (\$780.00 per unit) would be required. We firmly believe that going that high is not necessary and that we can continue to operate effectively by restoring the balance to the 2012 level.

Therefore, a Special Assessment of \$440,955.00 is being enacted to achieve this goal and will require each unit owner to pay \$615.00. This can be paid in a lump sum of \$615.00 on August 1, 2021, OR in 3 (three) separate payments of \$205.00 due on August 1, 2021, October 1, 2021 and December 1, 2021. Unit owners will be able to decide which payment option best suits their needs. Payment of the Special Assessment is NOT optional.

The management company, per the attachment, has outlined how payment(s) should be made,

Please be advised that your Board is also looking at other matters that require attention. These include, but are not limited to, the sprinkler system, building structural issues, and roofing. To help us accurately identify our exposure we have engaged a Reserve Study firm to assist us with that determination. While we hope the reserve study will show our reserve funds are adequate, if they are not a Reserve Special Assessment may have to be considered.

Respectfully submitted,
Condo 2 Board of Directors

*Number 2 Condominium Association
Palm Greens at Villa Del Ray, Inc.*

*5801 Via Delray
Delray Beach, Florida 33484
Telephone (561) 498-1051*

**No 2 Condo Association Palm Greens at Villa Del Ray, Inc.
Special Assessment Schedule
1 Payment - Due August 1**

OTMX

Building#- Unit Type	Number of Units	Total Percentage	Special Assessment	Spec Assmt- Total All Units Maintenance
OTMX-A	717	100%	\$615.00	\$440,955.00
Total	717			\$440,955.00

**No 2 Condo Association Palm Greens at Villa Del Ray, Inc.
Special Assessment Schedule
3 Payments - Due August 1, October 1, & December 1**

OTMX

Building#- Unit Type	Number Of Units	Total Percentage	Special Assessment	Spec Assmt- Total All Units Maintenance Per Payment	Grand Total All Units Special Assmt
OTMX-A	717	100%	\$205.00	\$146,985.00	440,955.00
Total	717			\$146,985.00	440,955.00

Payment Methods are as follows:

- 1.) ClickPay: Go into your account and click on "Pay Now", enter your payment amount in the box next to "Special Assessment". Be aware of your payment date, this is the day of the month that you selected for your regular monthly maintenance payment.
- 2.) For those of you not using ClickPay, not to worry, there will be a payment booklet mailed to residents.

Thank you

EXHIBIT 3A



From: Sandra Klimas <sandra.klimas@gmail.com>
Sent: Wednesday, April 20, 2022 3:54 PM
To: Art Robins <arobiws43@outlook.com>; Paul Milowe <milowe.pm@gmail.com>; Sandra Klimas <sandra.klimas@gmail.com>
Subject: Could we meet?

Art and Paul,
I'd like to meet with both of you and your treasurers (if you want to invite them) to talk about a proposal.
This is my math. I have not reviewed it with anyone else yet.
I'd like to propose that Condo 1 and Condo 2 stop paying the \$59.00 per unit for 7 months-possibly starting in June or July of 2022. This would bring the Rec Board reserves down to about \$200,000.
After 7 Months, we pay \$49.00 a month per unit instead of \$59. This would keep the operating fund at about the current level and would eliminate any further funds going into the Rec Board reserves.
Condo 1 and Condo 2 would set aside those funds until all is turned over to the new Association. (90% of units are sold) .
Would both of you be available on Tuesday morning, around 9:30 AM to meet and discuss this?
Sandy

EXHIBIT 4

From: sandra.klimas@gmail.com <sandra.klimas@gmail.com>
Sent: Sunday, October 9, 2022 3:11 PM
To: Art Robins <Arobiws43@outlook.com>
Subject: Re: FYI

Art

Palm Greens has a reputation for ugly rumors. Wouldn't you agree?

Since you are a PG2 resident and you have access to all our financials, I hope you set the record straight. We do not have financial issues. That's why we did the special assessment last year to build up our operating funds to a point where we are in a very strong financial position

Paul Milowe also shared the same "rumor" about PG2 having financial issues directly from you when he dropped off the resolution and that was a while ago. I didn't question you as to whether you said that or not but I don't know why he would have said that to me.

All the more reason for our Board to meet with the 3 Rec Bd reps and to answer any questions you may have. Then the correct information and not rumors can be shared at the pool.

I hope to hear that Bob is available for a zoom along with you and Andrea on Friday. In your last email you said you would follow up with me as to Bob's availability.

Will all 3 of you be available on Friday?

Sandy

Sent from my iPhone

EXHIBIT 5

From: **BeckerBALLOT Contact**
contact@beckerballot.app
Subject: **Your Association Vote Confirmation**
Date: **Jan 18, 2024 at 10:36:19 PM**
To: [REDACTED]@gmail.com



Hi, [REDACTED]

Thank you! You have just cast your vote and your selections have been recorded. Below are the choices that you have made.

Your Association Vote Confirmation

Election of Directors

Please vote for no more than ***TWO (2) candidates** by placing a mark in the box preceding the name of the candidate of your choice.

*** IF YOU SELECT MORE THAN TWO (2) CANDIDATES FOR DIRECTOR YOUR BALLOT WILL BE NULL AND VOID.**

[REDACTED]

[REDACTED]

Election of Representative to the Recreation Association

Please vote for no more than ***ONE (1) candidate** by placing a mark in the box preceding the name of the candidate of your choice.

***IF YOU SELECT MORE THAN ONE (1) CANDIDATE FOR REPRESENTATIVE YOUR BALLOT WILL BE NULL AND VOID.**

No selection recorded

Thank you!

From: **BeckerBALLOT Contact**
contact@beckerballot.app
Subject: **Your Association Vote Confirmation**
Date: **Jan 18, 2024 at 10:37:43 PM**
To: [REDACTED]@gmail.com



Hi, [REDACTED]

Thank you! You have just cast your vote and your selections have been recorded. Below are the choices that you have made.

Your Association Vote Confirmation

Election of Directors

Please vote for no more than ***TWO (2) candidates** by placing a mark in the box preceding the name of the candidate of your choice.

*** IF YOU SELECT MORE THAN TWO (2) CANDIDATES FOR DIRECTOR YOUR BALLOT WILL BE NULL AND VOID.**

[REDACTED]

[REDACTED]

Election of Representative to the Recreation Association

Please vote for no more than ***ONE (1) candidate** by placing a mark in the box preceding the name of the candidate of your choice.

***IF YOU SELECT MORE THAN ONE (1) CANDIDATE FOR REPRESENTATIVE YOUR BALLOT WILL BE NULL AND VOID.**

[REDACTED]

Thank you!

From: **BeckerBALLOT Contact**
contact@beckerballot.app
Subject: **Your Association Vote Confirmation**
Date: **Jan 25, 2024 at 4:30:47 PM**
To: [REDACTED]@gmail.com



Hi, [REDACTED]

Thank you! You have just cast your vote and your selections have been recorded. Below are the choices that you have made.

Your Association Vote Confirmation

Election of Directors

Please vote for no more than ***TWO (2) candidates** by placing a mark in the box preceding the name of the candidate of your choice.

*** IF YOU SELECT MORE THAN TWO (2) CANDIDATES FOR DIRECTOR YOUR BALLOT WILL BE NULL AND VOID.**

No selection recorded

Election of Representative to the Recreation Association

Please vote for no more than ***ONE (1) candidate** by placing a mark in the box preceding the name of the candidate of your choice.

***IF YOU SELECT MORE THAN ONE (1) CANDIDATE FOR REPRESENTATIVE YOUR BALLOT WILL BE NULL AND VOID.**

No selection recorded

Thank you!

From: **BeckerBALLOT Contact**
contact@beckerballot.app
Subject: **Your Association Vote Confirmation**
Date: **Jan 18, 2024 at 10:40:25 PM**
To: [REDACTED]@gmail.com



Hi, [REDACTED]

Thank you! You have just cast your vote and your selections have been recorded. Below are the choices that you have made.

Your Association Vote Confirmation

Election of Directors

Please vote for no more than ***TWO (2) candidates** by placing a mark in the box preceding the name of the candidate of your choice.

*** IF YOU SELECT MORE THAN TWO (2) CANDIDATES FOR DIRECTOR YOUR BALLOT WILL BE NULL AND VOID.**

[REDACTED]

[REDACTED]

Election of Representative to the Recreation Association

Please vote for no more than ***ONE (1) candidate** by placing a mark in the box preceding the name of the candidate of your choice.

***IF YOU SELECT MORE THAN ONE (1) CANDIDATE FOR REPRESENTATIVE YOUR BALLOT WILL BE NULL AND VOID.**

[REDACTED]

Thank you!

EXHIBIT 6

March 14, 2024

Sandra Klimas, President
Number 2 Condominium Association - Palm Greens at Villa Delray, Inc.
And First Service Residential, Manager
5801 Via Delray
Delray Beach, FL 33484

Sent Via Email To Communications@mc.fsresidential.com;
Sent Via Email To sandra.klimas@gmail.com (Acting President of Association);
Sent Via Hand Delivery

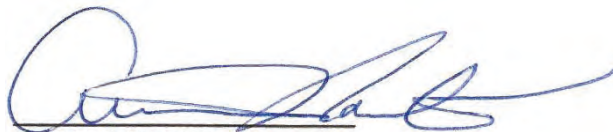
Re: Notice Of Intention To Arbitrate Board Election

Dear Sir/Madam and Ms. Klimas:

Pursuant to the provisions of Fla. Stat. § 718.1255(4), you are hereby provided with notification of my intention, individually and on behalf of Beth Saffer who has authorized providing this notification as well as on behalf of all persons similarly situated, to initiate a petition for arbitration regarding the recently held election of board members of the Association of Number 2 Condominium Association - Palm Greens at Villa Delray, Inc. The petition for arbitration you are hereby provided with notification of will recite and litigate all the grounds previously and repeatedly articulated to you and your attorneys in writing, and will also litigate the Association's violation of Florida law occurring when the Association participated in modifying the content of Marge Fattori's information sheet in the run up to the Association's election to include false and defamatory information admitted by Fattori ***under oath*** to have been fraudulent and unsupportable. For your information, this malfeasance by the Association was violative, *inter alia*, of Florida Administrative Code, Rule 61B-23.0021(7).

Unless you immediately (or at the latest by close of business on March 15, 2024) stipulate to me ***in writing*** that the recent election was improperly conducted and will not be relied upon by the Association, directly or indirectly, I will initiate the arbitration pursuant to applicable provisions of law.

Sincerely,



ARTHUR ROBINS

Individually and as authorized agent
for Beth Saffer and similarly situated
members of the Association

EXHIBIT 7

SM
GQ

March 15, 2024

UNTRACKED FEDERAL EXPRESS

Department of Business and Professional Regulation
Division of Florida Condominiums, Timeshares, and Mobile Homes
2001 Blue Stone Road
Tallahassee, Florida 32399-1039

Re: Saffler Robert Election Challenge Arbitration Petition
Number 2 Condominium Association - Palm Greens at Villa Delray, Inc.

Dear Sir/Madam:

Enclosed is a one check in the amount of \$50.00 payable to The Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation ("Division") pursuant to Fla. Stat. 718.125(4)(a) as the requisite filing fee to initiate non-binding election arbitration pursuant to the Florida Condominium Act.

Also enclosed herewith is (a) the original petition for arbitration in book and binder form, with exhibits, for immediate filing with the Division; and (b) a duplicate of the original petition in book and binder form, with exhibits, as the required defendant's copy. These books express the Petition for arbitration filed herewith by Petitioners: Beth Saffler and Arthur Robins against Number 2 Condominium Association - Palm Greens at Villa Delray, Inc. and Sandra Klimas.

We respectfully request that the Division file and process this Petition immediately. Please email me directly at ghonzalez@smgqlaw.com or call me directly at 727.719.1504 for any matters the Division deems appropriate related to this very important arbitral petition. Thank you.

Very truly yours,

ELAD D. BOITWIN
ELAD D. BOITWIN
For the Firm

GHONZALEZ MEDINA, GONZALEZ, GUERRA, SAGG, GONZALEZ & BANCARDO, LLP - SMGQLAW.COM
1000 BRICKELL AVENUE, SUITE 400, MIAMI, FL 33131 TEL: 305.877.9500 FAX: 305.877.9501



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES AND MOBILE HOMES

IN RE: PETITION FOR ARBITRATION

BETH SAFFLER and ARTHUR ROBINS,
individually and on behalf of others
similarly situated,

Petitioners,

Case No. _____
(To be
by Div

NUMBER 2 CONDOMINIUM
ASSOCIATION - PALM GREENS AT
VILLA DELRAY, INC., a Florida Not
For Profit Corporation; and SANDRA
KLIMAS, an individual and President of
Number 2 Condominium Association -
Palm Greens At Villa Delray, Inc.

Respondents.

VERIFIED PETITION CHALLENGING CONDOMINIUM ELECTION
FRAUD AND MALFEASANCE PURSUANT TO FLA. STAT. § 718.125

Plaintiffs Beth Saffler and Arthur Robins, individually and on
others similarly situated, hereby bring this non-binding arbitral
hereinafter "Petition") arising out of the Board of Directors election held
31, 2024, pursuant to the provisions of Fla. Stat. §§ 718.111,
718.125(4), against Number 2 Condominium Association - Palm
Delray, Inc., a Florida Not For Profit Corporation ("Association") and
President thereof and resident within the Association. The Assoc
street address is 5801 Via Delray, Delray Beach, FL 33484 and
physical street address is 5780 Princess Palm Court, Unit D, Delray