

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT IN
AND FOR LAKE COUNTY, FLORIDA**

William M. Windsor,
Plaintiff,

Case No. 35-2020-CA-001438-AXXX-XX

vs.

Coach Houses at Leesburg Condominium Association, Inc., Omar Nuseibeh, Vicki Hedrick, Karen Bollinger, Shehneela Arshi, Isabel Campbell, Sergio Naumoff, Ed Broom, Jr., Marta Carbajo, Sue Yokley, Wendy Krauss, Howard Solow, Sentry Management, Inc., Charlie Ann Aldridge, Art Swanton, Brad Pomp, Clayton & McCulloh, P.A., Brian Hess, Neal McCulloh, Russell Klemm, Florida Department of Business and Professional Regulation, Mahlon C. Rhaney, Leah Simms, and Does 1-20,
Defendants.

SECOND AMENDED COMPLAINT

PLAINTIFF hereby files this Second Amended Complaint (“SECOND AMENDED COMPLAINT”) and shows the Court the following:

INTRODUCTION

1. This action is filed by William M. Windsor (“WINDSOR” or “PLAINTIFF”), one of the owners of Coach Houses at Leesburg Condominium Association, Inc. (“ASSOCIATION”).

2. The ASSOCIATION is a 32-unit condominium project in Leesburg, Florida with 32 owners. The ASSOCIATION has failed to comply with the requirements of the Condominium Act, the ASSOCIATION’s Declaration, Articles of Incorporation, Bylaws, Rules, and Florida law.

3. The ASSOCIATION is incorporated under Chapter 617, Florida Statutes, the “Florida Not for Profit Corporation Act,” and is subject to its laws. Florida Statutes Section

617.07401 authorizes members to bring lawsuits in the right of their non-for-profit corporation. WINDSOR took his complaints to the ASSOCIATION, the purported Board members, the attorneys acting for the ASSOCIATION, and the ASSOCIATION management company. The corporation was given every opportunity over the last two years to conduct an independent and reasonable investigation to determine if a lawsuit against the attorneys and management company was in the best interests of the corporation.

4. Section 718.303(1), Florida Statutes, provides a cause of action for damages or equitable relief that may be pursued by either an association or unit owner.

JURISDICTION AND VENUE

5. This court has jurisdiction on this matter pursuant to Florida Statutes. This Court has personal jurisdiction over WINDSOR and residents of Lake County. This Court has personal jurisdiction over C&M, BRIAN, RUSSELL, BRAD, SENTRY, DBPR, MAHLON, and LEAH as they have done business in and have had legally meaningful contact with Lake County.

6. Venue in Lake County, Florida is proper as the PLAINTIFF and most of the DEFENDANTS are located in Lake County. The others have done business in and have had legally meaningful contact with Lake County.

PARTIES

7. WILLIAM M. WINDSOR ("WINDSOR" or "PLAINTIFF") is a resident of Lake County, Florida. He resides at 100 East Oak Terrace Drive Unit B3, Leesburg, Florida 34748, billwindsor1@outlook.com. He is one of the owners of the ASSOCIATION. He has been an owner and member of the ASSOCIATION continuously since September 27, 2017.

8. COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC. ("ASSOCIATION") is located at 100 East Oak Terrace Drive, Leesburg, Florida 34748, christina.gierke@csklegal.com. This is a not-for-profit corporation. The Registered Agent is Sentry Management, 2180 W. SR 434 Suite 5000, Longwood, Florida 32779.

9. OMAR NUSEIBEH ("OMAR") is a resident of Lake County, Florida. He is an owner of and has resided at 100 East Oak Terrace Drive Unit G4, Leesburg, Florida 34748, christina.gierke@csklegal.com. He also resides part of the year at 13037 Wilmington Hills Drive, Aurora, Indiana 47001-9306. He purported to be a Director and Officer of the ASSOCIATION.

10. VICKI HEDRICK ("VICKI") is a resident of Lake County, Florida. She resides at 100 East Oak Terrace Drive Unit E3, Leesburg, Florida 34748, hdwvicki@gmail.com. She is one of the owners of the ASSOCIATION and purported to be a Director and Officer of the ASSOCIATION.

11. KAREN BOLLINGER ("KAREN") is a resident of Lake County, Florida. She resides at 100 East Oak Terrace Drive Unit A1, Leesburg, Florida 34748. She is one of the owners of the ASSOCIATION and purported to be a Director and Officer of the ASSOCIATION, christina.gierke@csklegal.com.

12. SHEHNEELA ARSHI ("SHEHNEELA") is a resident of Lake County, Florida. She resides at 100 East Oak Terrace Drive Unit D2, Leesburg, Florida 34748, christina.gierke@csklegal.com. She is one of the owners of the ASSOCIATION and purported to be a Director and Officer of the ASSOCIATION.

13. MARTA CARBAJO ("MARTA") is a resident of Lake County, Florida. She resides at 100 East Oak Terrace Drive Unit A4, Leesburg, Florida 34748. She has purported to be a Director of the ASSOCIATION, christina.gierke@csklegal.com.

14. HOWARD SOLOW ("HOWIE") is a resident of Lake County, Florida. He resides at 100 East Oak Terrace Drive Unit B2, Leesburg, Florida 34748, christina.gierke@csklegal.com. He is one of the owners of the ASSOCIATION and has purported to be a Director of the ASSOCIATION.

15. ISABEL CAMPBELL ("ISABEL") is a homeowner in Lake County, Florida. She owns the condominium at 100 East Oak Terrace Drive Unit F2, Leesburg, Florida 34748, christina.gierke@csklegal.com. She resides at 6754 Crescent Lake Drive, Lakeland, Florida 33813. She is one of the owners of the ASSOCIATION and has purported to be a Director and Officer of the ASSOCIATION.

16. SERGIO NAUMOFF ("SERGIO") is a resident of Lake County, Florida. He resides at 100 East Oak Terrace Drive Unit F3, Leesburg, Florida 34748, christina.gierke@csklegal.com. He is one of the owners of the ASSOCIATION and has purported to be a Director and Officer of the ASSOCIATION.

17. ED BROOM, JR. ("ED") is a resident of Lake County, Florida. He resides at 100 East Oak Terrace Drive Unit B1, Leesburg, Florida 34748, christina.gierke@csklegal.com. He is a part owner of the ASSOCIATION and has purported to be a Director and Officer of the ASSOCIATION.

18. SUE YOKLEY ("SUE") is a resident of Lake County, Florida. She resides at 100 East Oak Terrace Drive Unit C3, Leesburg, Florida 34748, christina.gierke@csklegal.com. She

is one of the owners of the ASSOCIATION and has purported to be a Director of the ASSOCIATION.

19. WENDY KRAUSS ("WENDY") is a resident of Lake County, Florida. She resides at, 100 East Oak Terrace Drive Unit E4, Leesburg, Florida 34748, christina.gierke@csklegal.com. She is one of the owners of the ASSOCIATION and has purported to be a Director of the ASSOCIATION. Omar Nuseibeh, Vicki Hedrick, Karen Bollinger, Shehneela Arshi, Marta Carbajo, Howard Solow, Isabel Campbell, Sergio Naumoff, Ed Broom, Jr., Sue Yokley, Wendy Krauss are jointly "COACH HOUSES MEMBER DEFENDANTS"

20. SENTRY MANAGEMENT, INC. ("SENTRY") is the management company for the ASSOCIATION in Lake County, Florida. Sentry Management, Inc., 1928 Salk Avenue, Tavares, FL 32778, christina.gierke@csklegal.com. EXHIBIT 430 is the November 1, 2014 contract between SENTRY and the ASSOCIATION.

21. CHARLIE ANN ALDRIDGE ("CHARLIE ANN") is an employee of SENTRY in Lake County, Florida. Sentry Management, Inc., 1928 Salk Avenue, Tavares, FL 32778, christina.gierke@csklegal.com.

22. BRAD POMP ("BRAD") is an employee of SENTRY. Sentry Management, Inc., 2180 W SR 434 Suite 5000, Longwood, FL 32779, christina.gierke@csklegal.com.

23. ART SWANTON ("ART") is an employee or former employee of SENTRY in Lake County, Florida. Sentry Management, Inc., 1928 Salk Avenue, Tavares, FL 32778, christina.gierke@csklegal.com. Sentry Management, Inc., Charlie Ann Aldridge, Art Swanton, and Brad Pomp are jointly "SENTRY DEFENDANTS."

24. CLAYTON & McCULLOH, P.A. ("C&M") is the law firm representing the ASSOCIATION in Lake County, Florida. The Clayton & McCulloh Building, 1065 Maitland Center Commons Blvd., Maitland, FL 32751, mkrause@goldbergsegalla.com. EXHIBIT 1538 is the April Fool's Day 2015 contract between C&M and the ASSOCIATION.

25. BRIAN HESS ("BRIAN") is an employee of C&M who is representing the ASSOCIATION in Lake County, Florida. Clayton & McCulloh, P.A., The Clayton & McCulloh Building, 1065 Maitland Center Commons Blvd., Maitland, FL 32751, mkrause@goldbergsegalla.com.

26. NEAL McCULLOH ("NEAL") is an employee of C&M who is representing the ASSOCIATION in Lake County, Florida. Clayton & McCulloh, P.A., The Clayton & McCulloh Building, 1065 Maitland Center Commons Blvd., Maitland, FL 32751, mkrause@goldbergsegalla.com.

27. RUSSELL KLEMM ("RUSSELL") is an employee of C&M who is representing the ASSOCIATION in Lake County, Florida. Clayton & McCulloh, P.A., The Clayton & McCulloh Building, 1065 Maitland Center Commons Blvd., Maitland, FL 32751, mkrause@goldbergsegalla.com. Clayton & McCulloh, P.A., Brian Hess, Neal McCulloh, and Russell Klemm are jointly "C&M DEFENDANTS."

28. FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION ("DBPR") is the state entity that manages condominium developments. DBPR, 2601 Blair Stone Road, Tallahassee, FL 32301, David.Asti@MyFloridaLegal.com.

29. MAHLON C. RHANEY ("MAHLON") is an employee of DBPR. Florida Department of Business & Professional Regulation, 2601 Blair Stone Road, Tallahassee, FL 32301, David.Asti@MyFloridaLegal.com.

30. LEAH SIMMS ("LEAH") is an employee of DBPR. Florida Department of Business & Professional Regulation, 2601 Blair Stone Road, Tallahassee, FL 32301, arbitration. David.Asti@MyFloridaLegal.com. Florida Department of Business and Professional Regulation, Mahlon C. Rhaney, and Leah Simms are jointly "DBPR DEFENDANTS."

31. DOES 1-20 are other owners or former owners of the ASSOCIATION and others that may need to be added as DEFENDANTS.

LEGAL BACKGROUND

32. Coach Houses at Leesburg Condominium Association, Inc. ("ASSOCIATION") was incorporated with Articles of Incorporation ("ARTICLES") on August 27, 1980. [EXHIBIT A.]¹

33. The ASSOCIATION is a 32-unit condominium project in Leesburg, Florida with 32 members/owners.

34. The Bylaws of the ASSOCIATION ("BYLAWS") were enacted September 1, 1980. [EXHIBIT B.] EXHIBIT C is a fraudulent BYLAW amendment.

35. The Declaration of Condominium Ownership ("DECLARATION") was dated November 20, 1980 and was filed November 21, 1980. [EXHIBIT D.]

36. All known Rules and Regulations ("RULES") are EXHIBIT E.

STATEMENT OF FACTS²

37. The ASSOCIATION's property consists of eight buildings with four units each. 16 units are 3-bedrooms 2-baths, and 16 units are 2-bedrooms 2-baths. There are no common

¹ All EXHIBITS are on the Flash Drive EXHIBIT K-1.

² Paragraphs from the Statement of Facts are referenced herein as "SOF ###."

elements except the front porch and door, hallways, driveways, road, street lights, signs, and landscaping. There is no clubhouse, no pool, no lake, no golf course, not even a picnic table or grill. The condos have sold for an average price of \$60,000.

38. Many of the owners are senior citizens on social security.

39. In 1984, the monthly assessments were \$27.06 for a 3/2 and \$24.11 for a 2/2. In 2006, the monthly assessments were \$168.81 for a 3/2 and \$150.33 for a 2/2. In 2012, the monthly assessments were \$201.09 for a 3/2 and \$179.08 for a 2/2. In 2013, the monthly assessments were \$239.43 and \$213.23. In 2014, the monthly assessments were \$230.70 and \$205.45. In 2015, the monthly assessments were \$229.07 and \$204.00. In 2016, the monthly assessments were \$255.27 and 227.33. In 2017, the monthly assessments were \$265.82 and \$236.73. In 2018, the monthly assessments were dramatically increased to \$371.50 and \$330.84.

40. At a so-called meeting on December 12, 2018, OMAR, VICKI, and KAREN voted unanimously to increase the monthly assessment for a 3-bedroom 2-bath unit from \$371.50 to \$962.38 and a 2-bedroom 2-bath unit from \$330.84 to \$850.73. The PLAINTIFF began investigating and working to expose the rampant violations.

41. The ASSOCIATION has failed to hold annual meetings and elections on the date established by the BYLAWS, so there has not been a lawful election of directors or officers. Actions taken by purported Officers and Directors have been ultra vires and void.

42. OMAR, VICKI, and KAREN ignored demands to cease pretending to be officers and directors. C&M DEFENDANTS and SENTRY DEFENDANTS ignored all the violations and worked actively to support the wrongdoing of the ASSOCIATION. C&M DEFENDANTS and SENTRY DEFENDANTS have functioned as if their primary goal is to try to maintain

control to avoid big malpractice claims against them. They have facilitated repeated violations of the corporate documents and Florida statutes.

43. ISABEL, SERGIO, ED, MARTA, WENDY, HOWIE, SHEHNEELA, and SUE ignored demands to cease pretending to be officers and directors.

44. On April 1, 2015, a contract was executed with Clayton & McCulloh ("C&M") to be the lawyers for the ASSOCIATION. [EXHIBIT 1538.]

45. The purported July 1, 2015 Minutes discuss that a lawyer had been retained. [EXHIBIT 431.] OMAR subsequently indicated this was the law firm of C&M. Paragraph 2 under New Business says: "Omar Nuseibeh spoke to the board about the attorney reviewing over their documents to get them up to dated." C&M committed malpractice in many ways, including by failing to have the ASSOCIATION operated by the corporate documents and state law and by failing to correct and update the corporate documents.

46. The ASSOCIATION did not hold an annual meeting, annual meeting, or election in August 2015. EXHIBIT 3 contains the minutes obtained in WINDSOR's Inspection of Records. This is a violation of BYLAW ¶2.2.

47. The ASSOCIATION published a Notice of No Meeting for August 2016. [EXHIBIT 573.] [EXHIBIT 4 contains the Notice obtained in WINDSOR's Inspection of Records.] [EXHIBIT 357 contains the other 2016 Notices and Minutes.] The failure to hold the August annual meeting and election is a violation of BYLAW ¶2.2.

48. On June 1, 2017, SENTRY generated an Owner List. [EXHIBIT 816.] On June 2, 2017, a Proof of Notice Affidavit was executed for a purported August 1, 2017 meeting. It included a call for candidates. [EXHIBIT 548.] On June 7, 2017, OMAR Nuseibeh signed a Notice of Intent to be a Candidate Form. [EXHIBIT 595.] On June 12, 2017, KAREN Bollinger

signed a Notice of Intent to be a Candidate Form. [EXHIBIT 596.] On June 17, 2017, WENDY Krauss signed a Notice of Intent to be a Candidate Form. [EXHIBIT 597.] On June 19, 2017, VICKI Hedrick signed a Notice of Intent to be a Candidate Form. [EXHIBIT 598.] On July 28, 2017, WENDY withdrew herself as a candidate for the Board of Directors. [EXHIBIT 551.] The owners/members were not informed of this.

49. On June 19, 2017, the ASSOCIATION received notice of the death of Deborah M. Bullerjahn. [EXHIBIT 1081.] A June 27, 2017 Owners List was published by the ASSOCIATION. [EXHIBIT 560.] On July 31, 2017, the ASSOCIATION received notice of the death of Sheila D. Garrett. [EXHIBIT 1083.]

50. On June 30, 2017, a Proof of Notice Affidavit was executed for a purported August 1, 2007 meeting. [EXHIBIT 549.]

51. The ASSOCIATION repeatedly produced a bogus set of minutes for a purported meeting for August 2017. Baywood Condominiums has nothing whatsoever to do with the ASSOCIATION. This set of minutes was produced to WINDSOR in response to requests for Inspection of Records. It has also been maintained on SENTRY's website for the ASSOCIATION. WINDSOR requested 2017 minutes and related documents on multiple occasions, and at the June 2019 production of records, the Baywood Condominiums' minutes were produced yet again. [EXHIBIT 6 contains these bogus August 2017 minutes obtained in WINDSOR's Inspection of Records.] WINDSOR's first request for Inspection of Minutes was made on January 9, 2019. [EXHIBIT 22.] WINDSOR also requested on February 22, 2019. [EXHIBIT 45.] [EXHIBIT 358 contains other 2017 Notices and Minutes.] WINDSOR believes this is falsification of records, fraud, and a violation of Florida law on Inspection of Records. There was no proof or approval of quorum. Paragraph 13.3 of the DECLARATION was

ignored. There was no approval of proof of notice. There was not a nominating committee as required by the BYLAWS. There was no indication of the opportunity for nominations from the floor. There was no proof of vote.

52. On April 23, 2019, records (but no minutes) were finally produced regarding purported meetings that were attempted on August 1, 2017. EXHIBIT 68 is the Sign-In Sheet and Designated Voter List for the attempted August 1, 2017 meetings. Signatures on the Sign-In Sheet indicate that Bollinger (A1), Hedrick (E3), Kirchoff (B3), Liebl (B4), Lunsford (C1), Nuseibeh (G4), and Skilbred (D4) attended the meeting. Ebrahim (D2), Hardaway (H3), Hurley (E1), King (H1), and Lynn (H4) may have had valid proxies. That's 12 owners, which does not constitute a quorum based on 32 owners. BYLAW 2.5 specifies that a quorum is a majority of the entire membership, which was either 16 or 32. If 32, this means 17 were required, and there was not a quorum. Those present from the 16 units with voting interests were KAREN Bollinger (A1), Kirchoff (B3), Liebl (B4), Lunsford (C1), and Skilbred (D4). There was only one proxy from the 16 units with voting interests -- Ebrahim (D2). This totals 6, so there was not a quorum based on the 16 voting interests established by the DECLARATION.

53. EXHIBIT 68 is inaccurate. Designated Voter information is inaccurate and incomplete for August 1, 2017. It incorrectly indicates that some owners had valid proxies. The handwritten entries are also inaccurate. WINDSOR has accumulated the relevant documents regarding each owner. The ASSOCIATION has failed to meet its legal obligation to maintain a current roster of all unit owners and their voting certifications. This is a violation of BYLAW 2.1 and BYLAW 2.6.

54. EXHIBIT 62, EXHIBIT 63, EXHIBIT 69, and EXHIBIT 603 contain the notices regarding the purported August 1, 2017 meeting reportedly sent to owners. There is no proof

that a notice of an August 1, 2017 meeting was posted in a conspicuous place. This is required by BYLAW Paragraph 2.4.

55. Florida law and the BYLAWS of the ASSOCIATION require at least 14 days' notice of the annual meeting. The second notice of election must be mailed or delivered to the unit owners with the annual meeting notice and agenda not less than 14 days and not more than 34 days prior to the election. EXHIBIT 62 is the Proof of Notice Affidavit dated July 25, 2017. This was only 7 days prior to the meeting, not the required 14.

56. EXHIBIT 64 is the June 27, 2017 Official Owners' List - Roster. There are 32 units at Coach Houses at Leesburg, and this list showed 32 owners. This is not a list of the 16 voting members of the ASSOCIATION.

57. EXHIBIT 65 is the proposed Amendment to the BYLAWS for the attempted August 1, 2017 meeting that WINDSOR obtained in his Inspection of Records on April 23, 2019.

58. EXHIBIT 66 is the Manager's Report for the attempted August 1, 2017 meeting that WINDSOR obtained in his Inspection of Records on April 23, 2019. The manager was CHARLIE ANN with SENTRY. The fifth bullet point from the bottom indicates that attorney Russell Klemm ("RUSSELL") of C&M and "the Board" worked with CHARLIE ANN regarding the amendment of the governing documents (EXHIBIT 65). WINDSOR believes this helps document malpractice.

59. EXHIBIT 70 is the Annual Meeting Checklist obtained from Inspection of Records at SENTRY that shows SENTRY claimed the quorum for the attempted August 1, 2017 Annual Meeting was 17 as well as for the Election. The attempted August 1, 2017 meeting was invalid due to lack of a quorum. There were not 17 valid Designated Voter Certificates, and the

DECLARATION provides there are only 16 voting members. WINDSOR believes SENTRY committed malpractice by not even knowing what the corporate documents provided. DBPR case law provides that the failure to have a quorum at a meeting voids any action taken.

60. EXHIBIT 71 is the Mailing Instruction Form for the attempted August 1, 2017 meeting.

61. EXHIBIT 603 is a notice to owners that they must comply with the Designated Voter requirement for August 1, 2017. It is clear that SENTRY and the purported Board knew the law, but they simply ignored it. Many units did not have a valid Designated Voter Certificate, but SENTRY and C&M ignored these legal requirements.

62. EXHIBIT 72 is a purported August 1, 2017 Vote Tally showing 23 Yes votes and 1 No vote on an amendment to the Bylaws and 22 Yes votes on Reserves. This is totally false. The Sign-In Sheet [EXHIBIT 68] has 23 of the 32 owners with a check mark. WINDSOR believes these indicate alleged votes. WINDSOR believes a check mark is missing next to the Nielsen Trust as he found some vote paperwork that indicates a vote was mailed in. The Vote Tally shows both alleged valid and invalid submissions; it does not reflect valid votes. SENTRY intentionally allowed invalid votes.

63. For each of the 32 owners, the following violations apply: The attempted August 1, 2017 meeting did not have a quorum in violation of BYLAW 2.5. Insufficient notice was given to the owners in violation of BYLAW 2.4. Notice of the meeting was not posted in a conspicuous place in violation of BYLAW 2.4 and Florida Statute 718.112 (1) (c) 1. There was no compliance with BYLAW 2.1. There was no nominating committee, in violation of BYLAW 3.2. There were no nominations from the floor in violation of BYLAW 3.2. There was no election of board members or officers in violation of BYLAW 2.9, and BYLAW 3. There was

no organizational meeting of a new board in violation of BYLAW 3.4. OMAR, VICKI, and KAREN called the meeting, but they had no such authority as they were never elected at a lawful annual meeting and election. There were no approvals obtained from mortgage companies in violation of BYLAW 8.3. That's 10 violations.

64. **Bollinger (A1)** would have been a valid Yes vote to amend the BYLAWS and a valid Yes vote to authorize use of Reserves funds if the meetings had been valid on August 1, 2017. [EXHIBIT 73.] KAREN Bollinger attended the meeting and voted by ballot. KAREN was a sole owner. EXHIBIT 74 is the owner information for A1. This would have been YES Vote #1 on the amendment if the meetings had been valid on August 1, 2017.

65. **Broom (B1)** was an invalid Yes vote to amend the BYLAWS and an invalid Yes vote to authorize use of Reserves funds if the meetings had been valid on August 1, 2017. [EXHIBIT 75.] There was no valid Designated Voter Certificate for B1. No one from B1 attended the meeting. EXHIBIT 76 is the owner information for B1 showing three owners. C&M has on several occasions disqualified votes when there were multiple owners and there was not a valid Designated Voter Certificate. C&M has also disqualified votes when a deed showed the names of deceased people. ED Broom, Jr. admitted on camera at a February 19, 2019 meeting that he did not have a Designated Voter Certificate in place with the required signatures to authorize him to vote. [EXHIBIT 305-2, 7:15 into the video.] On March 22, 2019, ED Broom's vote was accepted when he submitted his Designated Voter Certificate with death certificates for his parents who are also shown as owners on the deed for Unit B1. [EXHIBIT 21.] A comparison of EXHIBIT 39 and EXHIBIT 40 makes it clear that C&M and SENTRY were working with OMAR, VICKI, and KAREN to support keeping them as the Board rather than ensuring that the voting processes were legal. C&M refused to accept the vote of the

Nielsen Trust in a Recall when they submitted death certificates and their trust agreement showing the ladies who signed the Recall to be the two heirs. In addition to the above, EXHIBIT 68 shows B1 gave a proxy to Dorothy Liebl of B2, but the Amended Limited Proxy (EXHIBIT 75) gave it to the President. Liebl's casting of the Ballot is void. If ED's B1 vote was valid when his deceased parents are still on the deed, then the Nielsen Trust's vote was valid in the Recall when the deceased were still on the deed. The only difference between Broom (B1) and Nielsen Trust (C2) is that there was a trust with C2, and that trust named the heirs who signed.

66. **Bullerjahn (H2)** did not attend the meeting or cast a vote on August 1, 2017. EXHIBIT 77 is the owner information for H2. Deborah M. Bullerjahn was deceased [EXHIBIT 1081], but the owner did not change until August 22, 2017. The ownership change was to her mortgage company, PHH Mortgage Corporation. The records of the ASSOCIATION do not reflect the required consent of PHH Mortgage Corporation to amend the BYLAWS. This alone makes the August 1, 2017 attempted amendment invalid.

67. **Campbell (F2)** did not attend the meeting or cast a vote on August 1, 2017. ISABEL Campbell is a sole owner. EXHIBIT 78 is the owner information for F2.

68. **Dailey (D1)** was an invalid Yes vote to amend the BYLAWS and an invalid Yes vote to authorize use of Reserves funds if the meetings had been valid on August 1, 2017. [EXHIBIT 79.] Dailey did not attend the meeting. The Amended Limited Proxy gave the vote to Lillian Skilbred. Lillian Skilbred signed a Substitution of Proxy and failed to enter the name of the substitute proxy, so it is invalid. EXHIBIT 80 is the owner information for D1.

69. **Ebrahim (D2)** would have been a valid Yes vote to amend the BYLAWS and a valid Yes vote to authorize use of Reserves funds if the meetings had been valid on August 1, 2017. [EXHIBIT 81.] No one from D2 attended the meeting. The Amended Limited Proxy gave

the vote to OMAR. EXHIBIT 82 is the owner information for D2. (Ownership became joint on August 28, 2018.) This would have been YES Vote #2 on the amendment if the meetings had been valid on August 1, 2017. There was no evidence of compliance with BYLAW 2.1 in 2017.

70. **Garrett (G2)** was an invalid Yes vote to amend the BYLAWS and an invalid Yes vote to authorize use of Reserves funds if the meetings had been valid on August 1, 2017. [EXHIBIT 83.] Garrett did not attend the meeting. The Amended Limited Proxy purported to give the vote to OMAR, but it was not signed by Sheila Garrett, who is shown as the designated voter on EXHIBIT 68. On June 19, 2017, mail was returned to the ASSOCIATION showing Sheila Garrett was deceased. [EXHIBIT 1053.] There was no valid Designated Voter Certificate to Diana Raley for G2, nor could there be as she was not an owner. EXHIBIT 84 is the owner information for G2. Ownership did not change until August 16, 2017 by court order. Prior to that order, the deed was in the name of Sheila Garrett, and she did not execute a proxy or limited proxy.

71. **Gray (E2)** would have been a valid Yes vote to amend the BYLAWS and a valid Yes vote to authorize use of Reserves funds if the meetings had been valid on August 1, 2017. [EXHIBIT 85.] Gray did not attend the meeting. Gray is a sole owner. EXHIBIT 86 is the owner information for E2. The Designated Voter Certificate is invalid as VICKI Hedrick is not an owner of the unit, and if she submitted a Ballot, it would be void. [EXHIBIT 360.] This would have been YES Vote #3 on the amendment if the meetings had been valid on August 1, 2017.

72. **Hardaway (H3)** would have been a valid Yes vote to amend the BYLAWS and a valid Yes vote to authorize use of Reserves funds if the meetings had been valid on August 1, 2017. [EXHIBIT 87.] Hardaway did not attend the meeting. Hardaway is a sole owner.

EXHIBIT 88 is the owner information for H3. This would have been YES Vote #4 on the amendment if the meetings had been valid on August 1, 2017.

73. **Harris (B4)** did not attend the meeting or cast a vote on August 1, 2017. He sold his unit on September 27, 2017. EXHIBIT 89 is the deed for B4.

74. **Hedrick (E3)** would have been a valid Yes vote to amend the BYLAWS and a valid Yes vote to authorize use of Reserves funds if the meetings had been valid on August 1, 2017. [EXHIBIT 90.] David Wayne Hedrick did attend the meeting. EXHIBIT 91 is the owner information for E3. Ownership changed to joint in January 2019, so the Designated Voter Certificate is no longer valid. [EXHIBIT 361.] EXHIBIT 92 is the deed at January 11, 2019. This would have been YES Vote #5 on the amendment if the meetings had been valid on August 1, 2017.

75. **Hurley (E1)** would have been a valid Yes vote to amend the BYLAWS and a valid Yes vote to authorize use of Reserves funds if the meetings had been valid on August 1, 2017. [EXHIBIT 93.] Hurley was a sole owner. Hurley did not attend the meeting. EXHIBIT 94 was the owner information for E1. This would have been YES Vote #6 on the amendment if the meetings had been valid on August 1, 2017.

76. **Jones Life Estate (G1)** was an invalid Yes vote to amend the BYLAWS and an invalid Yes vote to authorize use of Reserves funds if the meetings had been valid on August 1, 2017. [EXHIBIT 95.] Jones Life Estate did not attend the meeting. The Amended Limited Proxy was unsigned, but someone filled out and submitted an invalid Ballot. This is a violation. EXHIBIT 96 is the owner information for G1. Ownership did not change from Jones to Calderon until June 27, 2018.

77. **Jones (D3)** was an invalid Yes vote to amend the BYLAWS and an invalid Yes vote to authorize use of Reserves funds if the meetings had been valid on August 1, 2017.

[EXHIBIT 97.] Jones did not attend the meeting. The Amended Limited Proxy was unsigned, but someone wrongfully submitted a Ballot in her name. This is a violation. Jones is a sole owner. EXHIBIT 98 is the owner information for D3.

78. **King (H1)** would have been a valid Yes vote to amend the BYLAWS and a valid Yes vote to authorize use of Reserves funds if the meetings had been valid on August 1, 2017.

[EXHIBIT 99.] King did not attend the meeting. King is a sole owner. EXHIBIT 100 is the owner information for H1. This would have been YES Vote #7 on the amendment if the meetings had been valid on August 1, 2017.

79. **Kirchoff (B3)** would have been a valid No vote on the BYLAW amendment and a valid Yes vote to authorize use of Reserves funds if the meetings had been valid on August 1, 2017. [EXHIBIT 101.] Kirchoff was a sole owner. Kirchoff did attend the meeting. EXHIBIT 102 was the owner information for B3. (Ownership changed on September 17, 2017. This is the unit WINDSOR bought.)

80. **Krauss (E4)** was an invalid Yes vote to amend the BYLAWS and an invalid Yes vote to authorize use of Reserves funds if the meetings had been valid on August 1, 2017.

[EXHIBIT 103.] No one representing E4 attended the meeting. WENDY Krauss was not the sole owner, but she was the only signer on the Amended Limited Proxy. Lake County shows the property is owned by a life estate. There is no Designated Voter Certificate for this unit. EXHIBIT 68 erroneously shows WENDY Krauss to be the designated voter. She appointed VICKI Hedrick as her proxy, but VICKI was not an owner or a legally-elected officer or director and did not qualify as a proxy. EXHIBIT 104 is the owner information for E4.

81. **Liebl (B2)** was at the meeting for sign-in, but there was no documentation to show that she voted or issued a proxy on August 1, 2017. [EXHIBIT 105.] EXHIBIT 106 is the owner information for B2.

82. **Lunsford (C1)** was an invalid Yes vote to amend the BYLAWS and an invalid Yes vote to authorize use of Reserves funds if the meetings had been valid on August 1, 2017. [EXHIBIT 107.] Lunsford attended the meeting. There was no valid Designated Voter Certificate for C1. EXHIBIT 108 is the owner information for C1 showing joint ownership. There is no designated voter shown on EXHIBIT 68.

83. **Lynn (H4)** would have been a valid Yes vote to amend the BYLAWS and a valid Yes vote to authorize use of Reserves funds if the meetings had been valid on August 1, 2017. [EXHIBIT 109.] Lynn did not attend the meeting. Lynn is a sole owner. EXHIBIT 110 is the owner information for H4. This would have been YES Vote #8 on the amendment if the meetings had been valid on August 1, 2017.

84. **Martin (A2)** did not attend the meeting or cast a vote on August 1, 2017. Martin was a sole owner. EXHIBIT 111 was the owner information for A2.

85. **Meade (B4)** was an invalid Yes vote to amend the BYLAWS and an invalid Yes vote to authorize use of Reserves funds if the meetings had been valid on August 1, 2017 and Karen Meade had attended and voted to do so. [EXHIBIT 112.] No one from B4 attended the meeting. EXHIBIT 113 is the owner information for B4 showing joint ownership today, but the deed shows Jason Chandler did not become an owner until June 29, 2018. Meade is shown as the designated voter on EXHIBIT 68, but the Amended Limited Proxy was signed by Jason Chandler. Dorothy Liebl cast a Ballot, but it was invalid.

86. **Minnich (C3)** did not attend the meeting or cast a vote on August 1, 2017. Minnich was a sole owner. EXHIBIT 114 was the owner information for C3. C3 was sold to SUE Yokley in July 2019.

87. **Molina Life Estate (G3)** was an invalid Yes vote to amend the BYLAWS and an invalid Yes vote to authorize use of Reserves funds if the meetings had been valid on August 1, 2017. [EXHIBIT 115.] No one from G3 attended the meeting. There was no valid Designated Voter Certificate for G3; the signature of Jessica Moreira was rejected by C&M and the ASSOCIATION on December 12, 2018. [EXHIBIT 362 is the invalid Designated Voter Certificate for the August 1, 2017 meeting.] EXHIBIT 116 is the owner information for G3. The Deed is still listed in the name of the Molina Life Estate with two beneficiaries named. EXHIBIT 117 is the rejected Designated Voter Certificate from December 2018 that is signed only with Jessica Moreira's signature. It is the same lone signature provided for the August 1, 2017 vote. (See EXHIBIT 41 and EXHIBIT 305-2, 7:23 into the video.)

88. **Nielsen Trust (C2)** appears to have voted on August 1, 2017, but the voting documents seem to have disappeared except for the envelope insert. [EXHIBIT 118.] No one from the Nielsen Trust attended the meeting. There is no check mark on EXHIBIT 68. EXHIBIT 119 was the owner information for C2. The last document in EXHIBIT 119 is the Designated Voter Certificate that was considered invalid by C&M in December 2018. The Nielsen heirs thereafter had their deed changed.

89. **Nuseibeh (G4)** was an invalid Yes vote to amend the BYLAWS and an invalid Yes vote to authorize use of Reserves funds if the meetings had been valid on August 1, 2017 and if there had been a Designated Voter Certificate. [EXHIBIT 120.] OMAR Nuseibeh

attended the meeting and cast a ballot. EXHIBIT 121 is the joint owner information for G4. There was no Designated Voter Certificate.

90. **Powell (F3)** was an invalid Yes vote to amend the BYLAWS and an invalid Yes vote to authorize use of Reserves funds if the meetings had been valid on August 1, 2017. [EXHIBIT 122.] No one from F3 attended the meeting. EXHIBIT 68 shows joint ownership, but there is no Designated Voter Certificate. The ballot address label also shows joint ownership. The Deeds attached as EXHIBIT 123 show that the unit was jointly owned from 1998 until November 5, 2017. The Amended Limited Proxy was to OMAR Nuseibeh, and he apparently submitted a Ballot for F3, but it is invalid as it was not signed by a designated voter.

91. **Rutig (F1)** did not attend the meeting or cast a vote on August 1, 2017. Rutig is a sole owner. EXHIBIT 124 is the owner information for F1.

92. **Skilbred (D4)** was an invalid Yes vote to amend the BYLAWS and an invalid Yes vote to authorize use of Reserves funds if the meetings had been valid on August 1, 2017. VICKI Hedrick was the proxy, but she was not an owner, officer, or director, so she could not be a proxy. [EXHIBIT 125.] Lillian Skilbred did attend the meeting. There was no valid Designated Voter Certificate for D4, a trust. [EXHIBIT 1446.] EXHIBIT 126 is the owner information for D4.

93. **Still (A3)** did not attend the meeting or cast a vote on August 1, 2017. EXHIBIT 127 is the owner information for A3.

94. **Van Leeuwen (C4)** was an invalid Yes vote to amend the BYLAWS and an invalid Yes vote to authorize use of Reserves funds if the meetings had been valid on August 1, 2017. [EXHIBIT 128.] Van Leeuwen did not attend the meeting. David Van Leeuwen submitted an Amended Limited Proxy, and OMAR Nuseibeh cast the Ballot. But Edna Van

Leeuwen was the sole owner on August 1, 2017. EXHIBIT 129 is the owner information for C4. This Lake County record indicates that a Quit Claim Deed was filed on February 26, 2018, but WINDSOR have been unable to find it in deed searches in Lake County. Edna was the sole owner on August 1, 2018. EXHIBIT 68 falsely shows David Van Leeuwen to be the designated voter.

95. **Werner (F4)** was an invalid Yes vote to amend the BYLAWS and an invalid Yes vote to authorize use of Reserves funds if the meetings had been valid on August 1, 2017. [EXHIBIT 130.] The Werners did not attend the meeting. There was an invalid Designated Voter Certificate for F4 as OMAR Nuseibeh was not an owner of this unit and could not be the designated voter for the unit. [EXHIBIT 363.] EXHIBIT 1385 is the owner information for F4.

96. If it weren't for the violations that made the votes invalid at the attempted meetings on August 1, 2017, this would have given 8 of 32 votes to amend the BYLAWS and 9 of 32 to authorize Reserves funds to be used for uses that were not designated. That is 25% on the BYLAWS and 28.125% on the Reserves. A 75% vote was required to amend and a 51% vote was required to authorize use of the Reserves. Based upon the 16 units with voting interests, there were 2 of 16 votes to amend the BYLAWS and 3 of 16 to authorize Reserves funds to be used for uses that were not designated. That is 12.5% on the BYLAWS and 18.75% on the Reserves. Both votes failed, but the ASSOCIATION, SENTRY, and C&M falsely claimed the BYLAWS were amended and the change to Reserves was authorized. The COACH HOUSES MEMBER DEFENDANTS have been provided with all of this evidence, and they have refused to acknowledge that the BYLAWS were not amended on August 1, 2017.

97. 18 months later on January 15, 2019, Lake County Clerk of Court records indicate that the failed amendment to the BYLAWS was filed as if the BYLAW had been amended.

[EXHIBIT C.] The header stamp did not fully print, but it shows: "INSTRUMENT #: 2019006039 OR BK 5224 PG 358 PAGES: 3 1/25/2019 12:57:03 PM." WINDSOR accidentally discovered this filing when he was looking for any litigation filed against the ASSOCIATION. His Inspection of Records reveals that there was no vote to amend the BYLAWS, and there was no Board Meeting on December 28, 2018 to authorize this resolution. This amendment is a fraud. Consents from all first mortgage holders are required for amendments to the BYLAWS by BYLAW Paragraph 8.3, and nothing has been produced in Inspection of Records. EXHIBIT 77 is the owner information for H2 as of August 1, 2017 when this amendment purportedly took place. Deborah M. Bullerjahn was deceased, but the H2 owner did not change until August 22, 2017. The ownership change was to her mortgage company, PHH Mortgage Corporation. The records of the ASSOCIATION do not reflect the required consent of PHH Mortgage Corporation. Florida statutes provide that a filing such as this, if valid, does not take effect until the date of filing, so this does not correct failure to hold August annual meetings and elections.

98. The January 15, 2019 filing constitutes fraud. WINDSOR believes C&M and/or SENTRY committed fraud in an effort to get OMAR, VICKI, and KAREN elected at a 2019 meeting that appeared to be authorized by the BYLAWS. WINDSOR believes they hoped this could keep all of the wrongdoing hidden and provide some protection from malpractice claims against them.

99. Telling the ASSOCIATION owners, Lake County, and the general public that the BYLAWS were amended was false. OMAR, VICKI, KAREN, SENTRY, and C&M had to know it was false. They actively worked to conceal the fact by repeatedly failing to produce the records from the meeting in response to WINDSOR's Requests for Inspection of Records while claiming the BYLAWS were amended. It is clear to WINDSOR that the intent was to deceive

the owners into believing the BYLAWS were amended. Owners relied on those representations. Owners were injured as a result. The ASSOCIATION has reportedly been charged over \$130,000 in legal fees that would not have been incurred if the truth had been told and the Board had been replaced. Now the owners have homes that are worth far less because of the outrageous increase in assessments. The COACH HOUSES MEMBER DEFENDANTS who have purported to be Directors have acted as if the BYLAWS were actually amended. They have done this despite having the evidence presented to them that proves the BYLAWS were not amended. This has been intentional.

100. The officers are to be elected at the first board meeting following the annual meeting. [EXHIBIT B.] As the records of the ASSOCIATION indicate, there hasn't been a lawful annual meeting of the ASSOCIATION or board election for many years. Therefore, OMAR, VICKI, and KAREN clearly were never officers.

101. WINDSOR's Inspection of Records reveals a nominating committee has not been used since at least 1999 [EXHIBIT 463], and this requirement has never been amended in the BYLAWS – BYLAW 3.2. There was nothing in the August 1, 2017 meeting file produced in the Inspection of Records on April 23, 2019 to indicate a nominating committee was used in 2017.

102. WINDSOR's Inspection of Records reveals elections of Directors have not been done with the acceptance of nominations from the floor at the annual meeting as required by BYLAW 3.2. There was nothing in the August 1, 2017 meeting file produced in the Inspection of Records on April 23, 2019 to indicate that nominations from the floor were considered on August 1, 2017.

103. There have been no records produced through Inspection of Records to show that there was ever an organizational meeting of the newly-elected Board in August of any year. This is a repeated violation of BYLAW 3.4.

104. The August 1, 2017 meetings were supposed to have an election of directors and officers. There was not a quorum, so there could not be lawful elections. Documents obtained from the April 23, 2019 Inspection of Records had a sheet of paper that said "No Election."

105. WENDY Krauss withdrew her candidacy on July 28, 2017. [EXHIBIT 404.] The owners were not informed of this prior to the meeting where only those in attendance were informed. This is a violation. DBPR case law indicates a new notice should have been issued.

106. There is no indication that the ASSOCIATION complied with Florida Administrative Code 61B-23.0021(1)(d)1; the ASSOCIATION failed to notify the members of eight Board openings in August 2017.

107. Documentation of an alleged vote in August 2017 to amend a bylaw changing the date of the Annual Meeting proves there was not a quorum or the required votes. Minutes that were finally produced for August 1, 2017 show that there was no approval of a BYLAW amendment. [EXHIBIT 1287.] Despite this, BRIAN and C&M filed the failed amendment in Lake County in January 2019 as if it was a valid amendment. [EXHIBIT C.] The "resolution" was dated December 28, 2018 when there was no Board Meeting. Upon information and belief, this was done in an attempt to cover up malpractice by C&M and SENTRY.

108. On August 17, 2017, WINDSOR signed a Receipt for Condominium Documents that included the BYLAWS. [EXHIBIT 739.] The BYLAWS did not contain any BYLAW amendment. If the BYLAWS had been amended on August 1, 2017, WINDSOR should have received that amendment.

109. On March 14, 2018, OMAR and KAREN executed a \$165,000 Promissory Note for the ASSOCIATION. [EXHIBIT 1045 was produced by the ASSOCIATION at the Inspection of Records on June 21, 2019.] The owners were unaware of this. There was no Board Meeting or Member's Meeting to approve this. The ASSOCIATION published a No Meeting Notice for March 2018. [EXHIBIT 1414.]

110. There never was a 2018 Annual Meeting or Election. The ASSOCIATION did not publish minutes for a 2018 Annual Meeting. WINDSOR never received notice of an election in 2018, and he knows there was never a 2018 election. Required notice was not sent prior to an August 2018 election as there was no August 2018 election. Notice was never posted. SENTRY published a "No Meeting Notice" for August 2018, so there is no debate over whether there was a 2018 election. [EXHIBIT 332.] IF the BYLAW amendment had been valid on August 1, 2017, there had to be an annual meeting and election in January, February, or March 2018. There was no annual meeting or election in 2018. There were meetings on May 1 and December 12, 2018, and neither of these meetings were annual meetings or elections [EXHIBIT 451.]

111. On July 18, 2018, OMAR Nuseibeh sent an email to CHARLIE ANN of SENTRY. [EXHIBIT 285.] He said a proposed assessment was for repair work done in 2017. This was not disclosed to the owners. The owners were told the first special assessment on December 12, 2018 was for an emergency with in the foundation of Building A, not for work done previously. Minutes from August 1, 2013 indicate that a bank loan of \$96,528 was obtained to pay for the Building B and C foundation repair work. [EXHIBIT 411.] WINDSOR considers this is a violation of fiduciary duty. Notice of an August 2018 annual meeting and election of the Board was not posted in a conspicuous place as required by BYLAW 2.4 and Florida Statute 718.112 (1) (c) 1. There are no affidavits in the records of the ASSOCIATION

stating that such notice was provided. Inspection of the ASSOCIATION's records reveals no evidence of conspicuous postings at any time prior to 2019 after WINDSOR complained.

112. On August 25, 2018, RUSSELL Klemm of C&M sent a letter to the ASSOCIATION c/o CHARLIE ANN of SENTRY. [EXHIBIT 266.] It says it is attorney-client privileged. In the letter, Klemm notes that amendments require a 75% vote and approval of all holders of first mortgage liens.

113. The ASSOCIATION published a No Meeting Notice for August 2018. [EXHIBIT 666.]

114. On November 21, 2018, SENTRY mailed meeting packages to the owners for purported December 12, 2018 meetings. Fellow owner Medea Minnich provided her envelope to WINDSOR to prove the date. [EXHIBIT 335.] BYLAW 6.2 g requires 30 days' notice, so this proves the meeting failed to have the required notice. The enclosure is EXHIBIT 9. The Proof of Notice Affidavit says it was mailed November 14, 2018, but the postmark on the envelope shows this affidavit to be false. [EXHIBIT 364.] The affidavit further proves the meeting failed to have the required notice because November 14, 2018 was only 28 days prior to the meetings. This is a violation and makes the meeting void. A notice of the purported December 12, 2018 meetings was not posted in a conspicuous place. This is required by BYLAW Paragraph 2.4. OMAR, VICKI, and KAREN were not lawfully elected, so they had no authority to schedule the December 12, 2018 meeting.

115. WINDSOR sent an email to OMAR, VICKI, the purported Board, and SENTRY on November 23, 2018 expressing that he wanted to mount a campaign to have the purported Board removed. [EXHIBIT 318.]

116. WINDSOR became even more concerned about the management of the ASSOCIATION when on or about Monday, November 26, 2018 he received his copy of the notice of the purported December 12, 2018 meetings. It contained a proposal to increase WINDSOR's monthly assessments from \$371.50 to \$582.38. [EXHIBIT 9.] The Reserve Table was on the back of the Proposed Budget page. [EXHIBIT 814.] WINDSOR received the notice only 17 days prior to the meetings. It came as a complete shock to him. Before he bought his unit, OMAR told him to assume a cost-of-living increase annually. This was at best deceptive as WINDSOR's monthly assessment has now increased to \$621.95, which is over triple the 2012 rate of \$201.09. WINDSOR anticipated 3% annually.

117. A notice of the purported December 12, 2018 meetings was not posted in a conspicuous place. This is required by BYLAW Paragraph 2.4.

118. OMAR, VICKI, and KAREN were not lawfully elected, so they had no authority to schedule the December 12, 2018 meeting.

119. On December 12, 2018, purported Board and Member Meetings were held. When WINDSOR walked in, Corporal Adston with the Leesburg Police Department was there; he was armed. The husband of one of the Board members, David Wayne Hedrick, sat next to WINDSOR; he told WINDSOR he had a concealed handgun permit, and WINDSOR believes he was carrying a gun. WINDSOR asked if he was carrying a gun, and he refused to answer in a most belligerent manner. Purported President OMAR told the owners that there had been threats. He defamed WINDSOR in front of his neighbors. He said WINDSOR provided misleading information to owners, which he has never done. He also indicated that WINDSOR told owners they had an option to not pay assessments, which he has never done! He told the owners WINDSOR was the reason the monthly assessments had to increase so much. He said a

lot more. WINDSOR subsequently learned that he allegedly told owners that WINDSOR had made threats to do physical harm to Board members. WINDSOR did no such thing!

120. OMAR, CHARLIE ANN of SENTRY, and BRIAN of C&M then announced that the votes submitted in advance by owners were being disregarded. The purported Board disregarded the votes and proxies and conducted a vote that excluded those not in attendance on December 12, 2018. WINDSOR objected to this, but BRIAN of C&M ignored him and facilitated this wrongdoing. There is no legal authority for discarding the proxies of owners who did not attend and conducting a vote that excluded those owners.

121. The December 12, 2018 meeting is void for a variety of reasons. There was insufficient notice. BYLAW 6.2 g was violated. BYLAW 6.2 and BYLAW 6.3 were violated. The notice of the meeting was not posted, much less conspicuously, a violation of BYLAW 2.4. Owners were denied their right to vote by proxy without notice. The people who scheduled and conducted the meeting were not lawfully-elected directors. There were many invalid Designated Voter Certificates. There was no quorum for the Members' Meeting. There are no minutes for the purported Members' Meeting.

122. WINDSOR began reading all of the ASSOCIATION's documents (EXHIBIT A, EXHIBIT B, EXHIBIT D, EXHIBIT E), and he read Chapter 718 of the Florida statutes. WINDSOR discovered what he believed were dozens of violations. WINDSOR began communicating what he thought were violations to OMAR, VICKI, the purported Board of the ASSOCIATION, CHARLIE ANN of SENTRY, and C&M.

123. On December 14, 2018, WINDSOR sent a series of emails to OMAR, VICKI, the purported Board of the ASSOCIATION, CHARLIE ANN of SENTRY, and C&M. [EXHIBIT 287.] WINDSOR expressed that the December 12, 2018 meeting violated BYLAW 6.2 g, which

provides: "Copies of a proposed budget and proposed assessments shall be delivered or mailed to each member not less than thirty (30) days prior to the meeting of the board of directors at which the proposed budget will be considered for adoption, together with a notice of that meeting."

The actions of December 12, 2018 violated this BYLAW as the proposed budget was changed on December 12, 2018, and the two new proposals were never sent to the members. WINDSOR identified four other violations at the December 12, 2018 meeting. BYLAW 6.3 was violated. BYLAW 6.2 was violated. Sufficient notice was not given; the notice was mailed less than the required 30 days in advance. WINDSOR was denied the ability to speak at the December 12, 2018 meeting because the purported Board, SENTRY, and C&M claimed WINDSOR was limited to three minutes. There was no such Rule, and it is a violation of Florida statutes Section 718.112(2)(c)&(d), which provides that unit owners have a right to attend member meetings and board meetings and the right to speak at such meetings with reference to all designated agenda items. WINDSOR asked that the actions at the meeting be declared null and void, and he was ignored.

124. On December 17, 2018, WINDSOR received a certified letter from BRIAN of C&M stating that any communication he had in the future with the ASSOCIATION had to be by United States Postal Service to C&M. No phone calls or emails would be accepted. [EXHIBIT 260.]

125. On December 26, 2018, WINDSOR sent a letter listing the suspected violations to the OMAR, VICKI, KAREN, and C&M. [EXHIBIT 249.] WINDSOR expressed that those acting as the directors had never been elected and should be removed. WINDSOR listed 37 suspected violations. Suspected Violations 14 and 23-28 should be deleted as WINDSOR was wrong about those. He has subsequently identified many additional violations.

126. On December 26, 2018, WINDSOR sent a letter to OMAR and BRIAN of C&M identifying a violation to the BYLAWS and the Florida statutes regarding the increase in “dues” for 2019. [EXHIBIT 338.]

127. On December 28, 2018, OMAR, VICKI, and KAREN signed a fraudulent affidavit stating that the BYLAWS were amended on August 1, 2017. It was prepared by BRIAN of C&M. [EXHIBIT C.] This was done secretly.

128. The December 31, 2018 Year-End Financial Report revealed that there was only \$11,780 in Reserves, not the \$57,786.30 indicated by CHARLIE ANN of SENTRY on December 12, 2018. [EXHIBIT 21.] Furthermore, the Reserves fund owed \$24,160 to the operating account, so the Reserves was actually negative \$12,380. Section 718.112(2)(f) of the Florida Statutes and Rule 61B-22.005 of the Florida Administrative Code require ALL Florida condominium associations to fund reserve accounts for deferred property maintenance and replacement projects. The Reserves were designated for specific uses, and the owners were told at the December 12, 2018 meeting that the money could only be used for the identified uses. It is clear that the money was misused, and that the ASSOCIATION failed to have the required Reserves.

129. On December 30, 2018, WINDSOR mailed or hand-delivered a letter to all 32 owners. WINDSOR enclosed an Agreement / Ballot seeking a recall or election. [EXHIBIT 20.] WINDSOR was one of the candidates. The Agreement and Ballot stated this in the first paragraph:

“This Agreement is being circulated for the purpose of electing the people to serve on the Board of Directors for Coach Houses at Leesburg Condominium Association, Inc. According to the Bylaws and Florida statutes, the current Board members may not be legally-elected. This Ballot and Written Agreement is the procedure established by law to resolve such an issue and ensure that the people acting for the Association have the legal right to do so.”

130. WINDSOR's December 30, 2018 letter stated: "I do not believe the current Board legally holds office." WINDSOR said he had identified 37 violations. This letter went to all of the COACH HOUSES MEMBERS DEFENDANTS.

131. To discourage owners from supporting WINDSOR's efforts, OMAR and others began telling owners that WINDSOR had threatened to kill Board members. Owners were subsequently told that WINDSOR was a criminal and was wanted for the crime of fraud. A Wanted Poster of WINDSOR was mailed anonymously to the owners. None of this was true.

132. On January 1, 2019, OMAR, VICKI, KAREN, and SENTRY sent a letter claiming that one of the reasons for the increased assessments was because "there were two projects which need to be completed this year and one previous project that needs to be paid." [EXHIBIT 244.] There was no disclosure at the December 12, 2018 meetings that there were costs to be paid for previous projects – foundation work for Buildings B and C. There were no projects "to be completed!" WINDSOR believes the owners were deceived. In WINDSOR's Inspection of Records, he found a July 17, 2017 letter from purported President Omar Nuseibeh stating that a special assessment was needed to pay for the foundation work on Buildings B and C. [EXHIBIT 250.]

133. On January 9, 2019, WINDSOR was informed that one Coach Houses owner, Dave Van Leeuwen, was told that WINDSOR had physically threatened Board members. Dave Van Leeuwen had decided WINDSOR was a dangerous person and he should have nothing to do with him. [EXHIBIT 346.] WINDSOR was then told by neighbors that OMAR was telling owners that WINDSOR had threatened to kill Board Members. WINDSOR was told that VICKI Hedrick's husband, David Wayne Hedrick, had told people that WINDSOR had threatened to kill VICKI. WINDSOR was told that owner MARTA Carbajo was telling owners that

WINDSOR was wanted for criminal charges of fraud. Someone mailed a Wanted Poster with WINDSOR's photo to the owners. None of this was true.

134. Owner Allan Holtz informed WINDSOR about Dave Van Leeuwen. WINDSOR asked if Dave would be willing to meet with him, and Allen responded: "No, I'm quite sure Dave wouldn't be willing. He literally seems to be scared of you. My impression is that he really believes that you made physical threats to the board and that you are a dangerous guy. Someone's done a pretty good job on him...." [EXHIBIT 349.]

135. WINDSOR felt the only chance to get enough votes for the Recall / Election was if he removed himself as a candidate, so he asked owners to find another candidate to replace him. Barbara Martin (A2), for example, said she would not vote for WINDSOR. [EXHIBIT 350.]

136. Throughout 2019, WINDSOR conducted Inspections of Records at SENTRY.

137. On January 13, 2019, WINDSOR emailed the purported Board, OMAR, VICKI, and KAREN; CHARLIE ANN of SENTRY; and BRIAN of C&M about the defamation directed at him. [EXHIBIT 293.] WINDSOR asked them to produce proof that he had threatened to do physical harm to Board members. There was no response, and on March 5, 2019, NEAL of C&M said he knew nothing about any claim of defamation. WINDSOR also asked for evidence that OMAR, VICKI, and KAREN were legally holding office and proof of an election. WINDSOR wrote: "I hereby request a copy of evidence that Omar, Karen, and Vicki are legally holding office. I request proof of an election in August 2018 and proof that any such election was conducted legally." There was no response.

138. On January 15, 2019, Lake County Clerk of Court records indicate that a purported amendment to the BYLAWS was filed by BRIAN of C&M. [EXHIBIT C.] The

header stamp did not fully print, but it shows: "INSTRUMENT #: 2019006039 OR BK 5224 PG 358 PAGES: 3 1/15/2019 12:57:03 PM." WINDSOR accidentally discovered this filing when he was looking for any litigation filed against the ASSOCIATION. WINDSOR's Inspection of Records reveals that there was no vote to amend the BYLAWS, and there was no Board Meeting on December 28, 2018 to authorize this resolution. This amendment is a fraud. Consents from all first mortgage holders are required for amendments to the BYLAWS by BYLAW Paragraph 8.3, and nothing has been produced in Inspection of Records. EXHIBIT 77 is the owner information for H2 as of August 1, 2017 when this amendment purportedly took place. Deborah M. Bullerjahn was deceased, but the H2 owner did not change until August 22, 2017. The ownership change was to her mortgage company, PHH Mortgage Corporation. The records of the ASSOCIATION do not reflect the required consent of PHH Mortgage Corporation. Florida statutes provide that a filing such as this, if valid, does not take effect until the date of filing, so this does not correct failure to hold August annual meetings and elections.

139. On January 16, 2019, WINDSOR sent an email to OMAR, VICKI, KAREN, ISABEL, CHARLIE ANN of SENTRY, and BRIAN of C&M, and some owners stating that the meeting just held was not legal because OMAR, VICKI, and KAREN were not legally elected as directors. [EXHIBIT 253.] WINDSOR followed up by letter to BRIAN of C&M. [EXHIBIT 272.]

140. On January 19, 2019, approximately 18 of the owners at Coach Houses at Leesburg met at the home of Barbara and Larry Lunsford, Unit C1. They discussed the problems and how to try to solve them. They signed the Recall Agreements / Ballots.

141. On January 19, 2019, 10 of the Coach Houses owners signed letters seeking a special Members' Meeting pursuant to BYLAW 2.3. [EXHIBIT 24.] BRIAN of C&M stated in

writing that the meeting would be scheduled April 4, 2019, but the meeting was never scheduled as required by law. This is a violation of BYLAW 2.3.

142. On January 23, 2019, an anonymous mailing was sent to the owners of the ASSOCIATION with a Wanted Poster with WINDSOR's photograph. [EXHIBIT 345.] WINDSOR was not and is not WANTED.

143. On January 24, 2019, Medea Minnich listed Unit C3 for sale for \$84,900. She was unable to sell because of the outrageous monthly "dues." [EXHIBIT 408.] She lowered the price several times – down to \$58,000. WINDSOR was told that she was offering a \$10,000 rebate, so net \$48,000.

144. Delores Jones (Unit D3) told WINDSOR that Lillian Skilbred (Unit D4) had come to see her to tell her WINDSOR was a criminal. WINDSOR believes she did this in an attempt to get Delores Jones to change her vote seeking the recall.

145. On January 25, 2019, BRIAN of C&M sent a certified letter to WINDSOR and several other owners regarding their request for a meeting to consider a substitute budget. [EXHIBIT 341.] He claimed the increase in budget from \$134,849 to \$213,267 (158.15%) did not exceed 115% because "Special Assessment Project" that the Board does not expect to be incurred on a regular or annual basis and may also be considered "betterments to condominium property." There was no explanation at the December 12, 2018 meeting as he indicated. The "betterments" claim is laughable because the buildings are supposed to have a stable foundation, and they all have floor covering in the common areas. As to "regular" basis, floor coverings have to be replaced periodically and should be a category for Reserves; foundation repairs have been paid regularly for several years and should be a category for Reserves. EXHIBIT 336 is the 2019 Budget that was "approved" at the December 12, 2018 meeting; this was distributed to all

in attendance. \$64,844.16 is unaccounted for. EXHIBIT 410 is the approved 2018 Budget. WINDSOR believes the 2019 Budget clearly exceeded 115% of the 2018 Budget. A meeting should have been held to consider a substitute budget.

146. On January 26, 2019, Suzanne and Wade Hardaway (Unit H3) came to WINDSOR's condo at about 1 pm. They discussed the issues, and Suzanne Hardaway signed an Agreement / Ballot to recall OMAR, VICKI, and KAREN. Three hours later, the Hardways returned to get their signed agreement back. Someone must have seriously defamed WINDSOR because Suzanne Hardaway subsequently indicated that WINDSOR was not a person to support.

147. On January 26, 2019, David Wayne Hedrick sent a letter to OMAR, VICKI, and KAREN, and SENTRY in which he accused WINDSOR of "felonious actions." This is libel. [EXHIBIT 1029.] The Legal Dictionary defines "felonious" as "done with an intent to commit a serious crime or a felony; done with an evil heart or purpose; malicious; wicked; villainous." WINDSOR has never committed a crime other than some speeding over 19 years ago. He has never done a felonious action. He has done nothing with an evil heart, malicious, wicked, or villainous. WINDSOR considers David Wayne Hedrick to be a threat. EXHIBIT 1029 was produced at an Inspection of Records on June 21, 2019. EXHIBIT 1030 is the "Board Packet" produced at an Inspection of Records on June 21, 2019.

148. On January 31, 2019, WINDSOR sent an email to OMAR, VICKI, and KAREN, CHARLIE ANN of SENTRY, and BRIAN of C&M asking what they needed to accept the signatures of Nancy Camp and Jane O'Steen for the Nielsen Trust. [EXHIBIT 259.] There was no response. They subsequently refused to accept their votes.

149. On January 31, 2019, WINDSOR received a certified letter by email from BRIAN of C&M responding to his questions of December 28, 2018. [EXHIBIT 262.] BRIAN stated that

the BYLAW regarding the annual meeting was amended on August 1, 2017. This is fraud. It was not amended, and he knows it.

150. The January 31, 2019 letter from BRIAN [EXHIBIT 262] violated Florida Statute 718.112 (2)(a)(2) and other statutes. It is fraudulent and more. He failed to address many of the issues and has either lied or committed serious malpractice or both.

151. WINDSOR has listed each Violation alleged by him, has shown what BRIAN stated in his letter, and provide WINDSOR's response:

Violation #1: Paragraph 1.1 of the Bylaws specifies that the office of the Association be maintained at an address other than one used. The Board has failed to amend this. This Bylaw has been violated.

BRIAN Letter dated January 31, 2019: "As you have been advised in our letter to you dated January 18, 2019, you are not my client, and in fact, are acting in an adversarial capacity to my client Coach Houses at Leesburg Condominium Association, Inc. As such, I cannot provide you legal advice."

Windsor Response: BRIAN violated Florida Statute 718.112 (2)(a)(2) that he cited in his letter. The response failed to either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. There was no request for advice from the Division or response to a request for a legal opinion.

Florida statute 718.112(2)(a)(2): "When a unit owner of a residential condominium files a written inquiry by certified mail with the board of administration, the board shall respond in writing to the unit owner within 30 days after receipt of the inquiry. The board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the board requests advice from the division, the board shall, within 10 days after its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the board from recovering attorney fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry."

I am a member of the ASSOCIATION, so I am a client. I was not acting in an adversarial capacity as I had been attempting to save the ASSOCIATION from wrongdoing.

Violation #2: Paragraph 2.2 of the Bylaws provides that the annual members' meeting is to be held on the first Tuesday in August. This Bylaw and Paragraph 5.3 of the Articles of Incorporation provide that the purpose of the August meeting is to elect the directors. There was no such meeting in August 2018 (and apparently for years prior to 2018). This Bylaw has been violated. I do not believe the existing Board members are holding office legally. And I believe they have repeatedly violated the Bylaws that they are charged with honoring and enforcing.

BRIAN Letter dated January 31, 2019: "Please note, that this By-Law was amended at an Association meeting held on August 1, 2017."

Windsor Response: BRIAN violated Florida Statute 718.112 (2)(a)(2) that he cited in his letter. The response failed to respond to the fact that there was no meeting in August for years prior to 2018 or that the existing Board members were not holding office legally or repeatedly violating Bylaws.

This is FRAUD and malpractice. BRIAN knew BYLAW 2.2 wasn't amended. He also knew that he didn't file the fraudulent amendment until January 15, 2019, and Florida law is that legal amendments do not take effect until filing.

Violation #3: Paragraph 2.4 of the Bylaws requires that a copy of the notice of members' meetings is to be posted at a conspicuous place on the condominium property. There was no such posting. This Bylaw has been violated.

BRIAN Letter dated January 31, 2019: "Please note that the Association complies with notice requirements under Florida law."

Windsor Response: BRIAN violated Florida Statute 718.112 (2)(a)(2) that he cited in his letter. The response failed to provide proof of this requirement: "A copy of the notice shall be posted at a conspicuous place on the condominium property." There is no proof of such a posting; no proof has been produced in Inspection of Records. EXHIBIT 452-1 and EXHIBIT 452-2 are photos of a conspicuous posting in February 2019. There was no such posting prior to January 2019 after I raised the violations as an issue. Florida Statute 718.112(2)(c)1 requires that the Board specify a location where all notices must be posted. "Upon notice to the unit owners, the board shall, by duly adopted rule, designate a specific location on the condominium property where all notices of board meetings must be posted." This statute has been repeatedly violated.

Violation #4: Paragraphs 6.1 and 6.2 of the Bylaws specify the Accounts classification required. The 2018 Budget and the three versions of the 2019 budget presented recently all fail to use the required classifications. This Bylaw has been violated.

BRIAN Letter dated January 31, 2019: "Please note that the budgets of the Association are presented in accordance with Florida Statute 718.112(2)(f). Please also note that you have been provided access to the association records in your prior official records productions."

Windsor Response: BRIAN violated Florida Statute 718.112 (2)(a)(2) that he cited in his letter. He sidestepped the real issue and failed to address BYLAWS 6.1 and 6.2, which are the subject of the violation. Florida Statute 718.112(2)(f) provides "The proposed annual budget of estimated revenues and expenses must be detailed and must show the amounts budgeted by accounts and expense classifications, including, at a minimum, any applicable expenses listed in s. 718.504(21)." The Florida Statute provides a general requirement that the BYLAWS have met. The BYLAWS provide specifics as to how the budgets are to be presented, and BYLAWS 6.1 and 6.2 have been violated as the record production has established.

Violation #5: Paragraph 6.1 a. of the Bylaws specifies that the balance of receipts in excess of expenses each year is to be applied to reduce the assessments for the following year. This has not been done. This Bylaw has been violated.

BRIAN Letter dated January 31, 2019: "This information is available to you through year-end financial reports, as have been previously provided to you during official records productions."

Windsor Response: BRIAN violated Florida Statute 718.112 (2)(a)(2) that he cited in his letter. He did not respond to the question. If this has been done, he was obligated to show how it was done.

Violation #6: The Budgets presented at the December 12, 2018 Meeting violate the Bylaws. Paragraph 6.2 a. of the Bylaws, Current Expense, shall not exceed 115% of the budget for this account for the prior year. The 2018 budget for Current Expense was \$97,734.28. The second budget approved by the Board on December 12, 2018 was \$113,643.68. This illegally exceeds the 2018 budget by over 115%. This Bylaw has been violated.

BRIAN Letter dated January 31, 2019: "Please note that the Association has acted in compliance with Florida Statute 718.112 (2)(f)."

Windsor Response: BRIAN violated Florida Statute 718.112 (2)(a)(2) that he cited in his letter. He ignored the specific issues in the violation. He ignored the BYLAWS. He needed to admit this violation or attempt to explain it.

Violation #7: Paragraph 6.2 b., Deferred Maintenance, provides that it shall not exceed 115% of the budget for this account for the prior year. This category of expense is missing from the budgets, a violation of the Bylaws.

BRIAN Letter dated January 31, 2019: "Budgets are presented in accordance with Florida Statute 718.112(2)(f)."

Windsor Response: BRIAN violated Florida Statute 718.112 (2)(a)(2) that he cited in his letter. He ignored the issue. The Florida Statute provides a general requirement that the BYLAWS be met. The BYLAWS provide specifics as to how the budgets are to be presented, and BYLAW 6.2 b. has been violated as the record production has established.

Violation #8: Paragraph 6.2 c. provides that Replacements, shall not exceed 115% of the budget for this account for the prior year. This category of expense is missing from the budgets, a violation of the Bylaws.

BRIAN Letter dated January 31, 2019: "Please note that budgets are presented by the Association in accordance with Florida Statute 718.112(2)(f)."

Windsor Response: BRIAN violated Florida Statute 718.112 (2)(a)(2) that he cited in his letter. He ignored the issue. The Florida Statute provides a general requirement that the BYLAWS be met. The BYLAWS provide specifics as to how the budgets are to be presented, and BYLAW 6.2 b. has been violated as the record production has established.

Violation #9: The Budgeted Income in the Budget the Board claims was adopted on December 12, 2018 exceeds Total Operating Expenses by \$64,844.16 and is not reflected anywhere in the budget. This clearly exceeds 115%. This Bylaw has been violated.

BRIAN Letter dated January 31, 2019: "Please note that the budgets have been presented by the Association in accordance with Florida Statute 718.112(2)(f)."

Windsor Response: BRIAN violated Florida Statute 718.112 (2)(a)(2) that he cited in his letter. He ignored the issue. The Florida Statute provides a general requirement that the BYLAWS be met. EXHIBIT 336 is the final budget adopted on December 12, 2018.

Violation #10: Paragraph 6.2 g. requires that the proposed budget and proposed assessments be delivered or mailed to each member not less than thirty days prior to the meeting at which the proposed budget was to be considered for adoption. The first proposed budget and proposed assessments were mailed less than 30 days prior to the meeting. This Bylaw has been violated.

BRIAN Letter dated January 31, 2019: "Please note that notice was provided in accordance with Florida Statute 718.112(2)(e)(1). Please also note that you have already been provided access to such mailing records at prior official records productions."

Windsor Response: BRIAN violated Florida Statute 718.112 (2)(a)(2) that he cited in his letter. He ignored the question. EXHIBIT 355, and EXHIBIT 364 prove that the first proposed budget and proposed assessments were mailed less than 30 days prior to the December 12, 2018 meeting. Florida Statute 718.112(2)(e)(1) provides: "At least 14 days prior to such a meeting, the board shall hand deliver to each unit owner, mail to each unit owner at the address last furnished to the association by the unit owner, or electronically transmit to the location furnished by the unit owner for that purpose a notice of such meeting and a copy of the proposed annual budget." BYLAW 6.2 g requires that the proposed budget and proposed assessments be delivered or mailed to each member not less than thirty days prior to the meeting at which the proposed budget was to be considered for adoption. The BYLAW takes precedence over the Statute because the BYLAW does not violate the Statute.

Violations #11 and #12: Two new proposed versions of the budget were presented only to those in attendance on the day of the December 12, 2018 meeting. Paragraph 6.2 g. requires that the proposed budget and proposed assessments be delivered or mailed to each member not less than thirty days prior to the meeting at which the proposed budget was to be considered for adoption. This Bylaw has been violated two additional times in 2018.

BRIAN Letter dated January 31, 2019: "Nothing within the Florida Statutes or the Association's Governing Documents requires an Association to adopt a budget only as has been proposed and/or mailed to the membership. The budget mailing which was sent to the membership in advance of the meeting was sent in good faith and based on information that was available at the time of preparation. Please also note that the notice of proposed budget was sent in accordance with Florida Statute 718.112(2)(e)(1)."

Windsor Response: BRIAN violated Florida Statute 718.112 (2)(a)(2) that he cited in his letter. He did not provide any legal authority to support such a position. I find this to be outrageous. Most of the owners did not receive "a copy of the proposed annual budget." I don't believe "The budget mailing which was sent to the membership in advance of the meeting was sent in good faith and based on information that was available at the time of preparation." The budgets were changed the night before the meeting to eliminate the Special Assessments that the members were asked to vote on. The notice was not sent in accordance with Florida Statute 718.112(2)(e)(1).

Violation #13: Paragraph 6.3 provides that assessments shall be made "to meet the annual budget." The budget approved at the December 12, 2018 meeting does not include \$64,844.16; it is just hidden as surplus, and there is no such right under the Bylaws. This Bylaw has been violated.

BRIAN Letter dated January 31, 2019: "Please note that budgets of the Association are presented in accordance with Florida Statute 718.112(2)(f) and that the annual assessment for the Association meets the budget as adopted by the Association."

Windsor Response: BRIAN violated Florida Statute 718.112 (2)(a)(2) that he cited in his letter. He ignored the facts. EXHIBIT 336 shows the missing \$64,844.16. The budgets were not presented in accordance with Florida Statute 718.112(2)(f)

Violation #14: There is nothing in the Bylaws that says "reserves" are to be allocated for a specific use. This is contrary to what was claimed at the meeting.

BRIAN Letter dated January 31, 2019: "The Associations reserves are allocated in accordance with Florida Statute 718.112(2)(f)(3)."

Windsor Response: BRIAN violated Florida Statute 718.112 (2)(a)(2) that he cited in his letter. He ignored the issue. At the December 12, 2018 meeting, there was no explanation given for how much money was being allocated to Reserves or for what use.

Violation #15: Nowhere in the Bylaws does it indicate that owners can be restricted to three minutes at meetings. This Bylaw has been violated. This is a violation of Florida statutes.

BRIAN Letter dated January 31, 2019: "Please note that conduct of the meetings is in accordance with Florida Statute 718.112(2)(c) including sub-items 1 and 2."

Windsor Response: BRIAN violated Florida Statute 718.112 (2)(a)(2) that he cited in his letter. He failed to answer the inquiry, and he lied about the conduct of the meetings. BRIAN attended the December 12, 2018 meetings. Florida Statute 718.112(2)(c) provides: "The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The division shall adopt reasonable rules governing the tape recording and videotaping of the meeting. The association may adopt written reasonable rules governing the frequency, duration, and manner of unit owner statements." Sub-items 1 and 2 do not apply at all.

The meetings of the ASSOCIATION have not been conducted in accordance with Florida Statute 718.112(2)(c). Owners, including me, have been denied the right to speak with reference to all designated agenda items. There was NO written rule as to the frequency, duration, or manner of unit owner statements. [EXHIBIT E.]

Violation #16: Nowhere in the Bylaws does it indicate that owners do not have the right to specify the amount of underfunding that they choose to vote on. Bylaw 2.6 places no restrictions on voting. This would require a 75% vote to change. This Bylaw has been violated. Florida statute 718 (2.a.) provides that members of an association have the right, by a majority vote at a duly called meeting to provide no reserves or less reserves than required by Florida statute 718.112 (2) (f.) (2.a.).

BRIAN Letter dated January 31, 2019: "Please be advised that Florida statute 718.112 (2)(f)(2)(a) governs this. I am not able to provide you further legal advice with regard to this question."

Windsor Response: BRIAN violated Florida Statute 718.112 (2)(a)(2) that he cited in his letter. He ignored the issue. I didn't seek "legal advice." I submitted a written inquiry, and he was obligated to "...either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division." He did none of these.

Violation #17: Nowhere in the Bylaws does it give the Board the power to disregard the proxies and conduct a vote as it was done on December 12, 2018. This is a violation of the Bylaws.

BRIAN Letter dated January 31, 2019: "As I advised earlier in this letter I cannot provide you legal advice."

Windsor Response: BRIAN violated Florida Statute 718.112 (2)(a)(2) that he cited in his letter. He ignored the issue. I didn't seek "legal advice." I submitted a written inquiry, and he was obligated to "...either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division." He did none of these.

I believe 14 owners who were not present voted by proxy. Their proxies were ignored and discarded.

Violation #18: Nowhere in the Bylaws does it give the Board the power to increase the monthly "dues" for repairs and replacements, but this is what the Board did on December 12, 2018. This is a violation of the Bylaws.

BRIAN Letter dated January 31, 2019: "Please review section 12.2 of the Association's Declaration."

Windsor Response: I reviewed DECLARATION 12.2. It does not give the BOARD such a power. It gives the ASSOCIATION the power, and the ASSOCIATION is all of the members/owners. The people acting as the Board discarded the proxies where the members/owners were allowed to vote on Special Assessments for replacements that should have been in the budgeted reserves since the beginning of time.

Violation #19: If I understood him correctly, C&M attorney BRIAN said there is no freedom of speech in a condo association. This is a violation of the First Amendment to the U.S. Constitution.

BRIAN Letter dated January 31, 2019: "There is no protected freedom of speech in a condominium Association to be found in the federal constitution. You have certain

statutory speech rights within a condominium about which you may seek guidance from your attorney. As stated earlier in this letter I cannot provide you legal advice.”

Windsor Response: I was wrong. But I was right that it was a violation of Florida Statutes to prohibit owners from speaking at the meetings.

Violation #20: C&M attorney BRIAN has written me a letter stating that I am not allowed to contact any member of the Board or SENTRY about anything. I am only allowed to contact him by U.S. Postal Service. This is a violation of the First Amendment to the U.S. Constitution as well as a violation of my rights as a member of the Association.

BRIAN Letter dated January 31, 2019: “Please note that you have mischaracterized the Association’s directive. Nothing in the Florida Statutes or the Association’s Governing Documents prohibits this type of directive. In fact it is common for corporations, such as the Association, to use attorneys to respond to inquiries and to make sure that all inquiries by certain owners are properly responded to.”

Windsor Response: I don’t believe I mischaracterized his letter. It says “any correspondence that you wish to engage in with the Association must be directed to me by regular mail...no email...no phone calls....” The limitation on methods of contact disadvantages me. I have been unable to obtain normal member services. This attorney involvement has needlessly cost the ASSOCIATION a significant amount of money in legal fees.

Violation #21: Florida statute 718.11 (1) (d): “As required by s. 617.0830, an officer, director, or agent shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the interests of the association. An officer, director, or agent shall be liable for monetary damages as provided in s. 617.0834 if such officer, director, or agent breached or failed to perform his or her duties and the breach of, or failure to perform, his or her duties constitutes a violation of criminal law as provided in s. 617.0834.” I believe the Board, Charlie Aldridge, and C&M have violated this statute.

BRIAN Letter dated January 31, 2019: “As stated earlier in this letter I cannot provide you legal advice.”

Windsor Response: BRIAN violated Florida Statute 718.112 (2)(a)(2) that he cited in his letter. The response failed to either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. There was no request for advice from the Division or response to a request for a legal opinion.

BRIAN simply failed to respond.

Violation #22: Florida statute 718.111 (c) (3) (a) provides: “Any record protected by the lawyer-client privilege as described in s. 90.502 and any record protected by the work-product privilege, including a record prepared by an association attorney or prepared at the attorney’s express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.” I requested communications between the Board, SENTRY, and C&M regarding the December 12, 2018 meeting and me. I was denied the documents claiming attorney-client privilege, but the law firm’s client is the Association, and I am a member and part owner. As a client, I do not waive the privilege, and nothing was prepared in anticipation of civil litigation. This statute was violated.

BRIAN Letter dated January 31, 2019: “Please be advised that you are not my client and in fact are acting in an adversarial capacity to my client Coach Houses at Leesburg Condominium Association, Inc. As such, I cannot provide you legal advice.”

Windsor Response: BRIAN violated Florida Statute 718.112 (2)(a)(2) that he cited in his letter. The response failed to either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. There was no request for advice from the Division or response to a request for a legal opinion.

Florida statute 718.112(2)(a)(2): “When a unit owner of a residential condominium files a written inquiry by certified mail with the board of administration, the board shall respond in writing to the unit owner within 30 days after receipt of the inquiry. The board’s response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the board requests advice from the division, the board shall, within 10 days after its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the board from recovering attorney fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry.”

I am a member of the ASSOCIATION, so I am a client. I was not acting in an adversarial capacity as I have been attempting to save the ASSOCIATION from wrongdoing.

Violation #23, 24, 25, 26, 27, 28: Florida statute 718.111 (g) (1) (a) requires that the association’s website must contain A current copy of the following documents must be posted in digital format on the association’s website:

- e. A list of all executory contracts or documents to which the association is a party or under which the association or the unit owners have an obligation or responsibility and, after bidding for the related materials, equipment, or services has closed, a list of bids received by the association within the past year. Summaries of bids for materials, equipment, or services which exceed \$500 must be maintained on the website for 1 year. In lieu of summaries, complete copies of the bids may be posted.
- f. The annual budget required by s. 718.112(2)(f) and any proposed budget to be considered at the annual meeting.
- g. The financial report required by subsection (13) and any monthly income or expense statement to be considered at a meeting.
- h. The certification of each director required by s. 718.112(2)(d)4.b.
- k. The notice of any unit owner meeting and the agenda for the meeting, as required by s. 718.112(2)(d)3., no later than 14 days before the meeting. The notice must be posted in plain view on the front page of the website, or on a separate subpage of the website labeled "Notices" which is conspicuously visible and linked from the front page. The association must also post on its website any document to be considered and voted on by the owners during the meeting or any document listed on the agenda at least 7 days before the meeting at which the document or the information within the document will be considered.
- l. Notice of any board meeting, the agenda, and any other document required for the meeting as required by s. 718.112(2)(c), which must be posted no later than the date required for notice pursuant to s. 718.112(2)(c).

BRIAN Letter dated January 31, 2019: "Please note that there is no such Florida Statute 718.111(g)(1)(a). It is believed that you are referring to Florida Statute 718.111(12)(g)(1)(a). This state's website requirement only applies to associations of 150 units or more. As such, this statute does not apply to this Association."

Windsor Response: This was my mistake. I missed the intro on this statute while reading it online.

Violation #29: Florida statute 718.111 (g) (1) (a) (13) requires: "FINANCIAL REPORTING.—Within 90 days after the end of the fiscal year, or annually on a date provided in the bylaws, the association shall prepare and complete, or contract for the preparation and completion of, a financial report for the preceding fiscal year. Within 21 days after the final financial report is completed by the association or received from the third party, but not later than 120 days after the end of the fiscal year or other date as provided in the bylaws, the association shall mail to each unit owner at the address last furnished to the association by the unit owner, or hand deliver to each unit owner, a copy of the most recent financial report or a notice that a copy of the most recent financial report will be mailed or hand delivered to the unit owner, without charge, within 5 business days after receipt of a written request from the unit owner." I never received anything for 2017.

BRIAN Letter dated January 31, 2019: "Please note that you have been previously provided access to these materials at prior official records production."

Windsor Response: BRIAN ignored the issue. I never received the required mailing or financial report in the first quarter of 2018.

Violation #30: Florida statute 718.111 (g) (1) (a) (13) (e) provides: "A unit owner may provide written notice to the division of the association's failure to mail or hand deliver him or her a copy of the most recent financial report within 5 business days after he or she submitted a written request to the association for a copy of such report. If the division determines that the association failed to mail or hand deliver a copy of the most recent financial report to the unit owner, the division shall provide written notice to the association that the association must mail or hand deliver a copy of the most recent financial report to the unit owner and the division within 5 business days after it receives such notice from the division. An association that fails to comply with the division's request may not waive the financial reporting requirement provided in paragraph (d) for the fiscal year in which the unit owner's request was made and the following fiscal year. A financial report received by the division pursuant to this paragraph shall be maintained, and the division shall provide a copy of such report to an association member upon his or her request." I made such a request on December 12, 2018, and nothing has been provided. This is a violation of this statute.

BRIAN Letter dated January 31, 2019: "I cannot answer as to a requirement of the division, nor can I respond as to what the division has or has not done. The Association has received no communication on this issue from the division as of this date."

Windsor Response: I subsequently obtained this, but it was ignored by BRIAN.

Violation #31: Florida statute 718.112 (1) (a) is being violated as the Association is not being governed as required by law. "The operation of the association shall be governed by the articles of incorporation if the association is incorporated, and the bylaws of the association, which shall be included as exhibits to the recorded declaration."

BRIAN Letter dated January 31, 2019: "The Association is being operated in accordance with Florida law."

Windsor Response: This is absolutely false.

Violation #32: Florida statute 718.112 (2) (c.) provides "The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items." I was denied this right at the December 12, 2018 meeting.

BRIAN Letter dated January 31, 2019: "You have been given the right to speak in accordance with Rules and Regulations adopted by the Association."

Windsor Response: This is absolutely false. The Rules (EXHIBIT E) had no rules limiting the right to speak.

Violation #33: Florida statute 718.112 (2) (c.) (1.) provides: "Adequate notice of all board meetings, which must specifically identify all agenda items, must be posted conspicuously on the condominium property at least 48 continuous hours before the meeting except in an emergency." This statute has been violated. No such notice was posted prior to the December 12, 2018 meeting. It is possible that no such notice has ever been posted prior to a meeting of the people acting as the current Board.

BRIAN Letter dated January 31, 2019: "Notice has been provided in accordance with Florida Statutes."

Windsor Response: This is absolutely false. I have read the minutes of virtually all of the meetings dating back to 1982, and there is no record of posting in a conspicuous place until 2019 after I complained. There was no posting prior to the 2018 meeting, and there are other owners who can attest to this. Florida Statute 718.112(2)(c)1 requires that the Board specify a location where all notices must be posted. "Upon notice to the unit owners, the board shall, by duly adopted rule, designate a specific location on the condominium property where all notices of board meetings must be posted."

Violation #34: Florida statute 718.112 (2) (d.) (3.) provides that notice of all meetings "must be posted in a conspicuous place on the condominium property at least 14 continuous days before the annual meeting." This statute has been violated. There has been no such posting.

BRIAN Letter dated January 31, 2019: "Notice is provided properly in accordance with Florida Statutes."

Windsor Response: This is absolutely false. I have read the minutes of virtually all of the meetings dating back to 1982, and there is no record of posting in a conspicuous place until 2019 after I complained. There was no posting prior to the 2018 meeting, and there are other owners who can attest to this. Florida Statute 718.112(2)(c)1 requires that the Board specify a location where all notices must be posted. "Upon notice to the unit owners, the board shall, by duly adopted rule, designate a specific location on the condominium property where all notices of board meetings must be posted."

Violation #35: Florida statute 718.112 (2) (d.) (4.) (a.) provides: "At least 60 days before a scheduled election, the association shall mail, deliver, or electronically transmit, by separate association mailing or included in another association mailing, delivery, or transmission, including regularly published newsletters, to each unit owner entitled to a vote, a first notice of the date of the election. There was no such notice sent prior to the Bylaw-required August election."

BRIAN Letter dated January 31, 2019: "Please note that notice of elections has been provided in accordance with Florida Statutes."

Windsor Response: This is false. I have produced evidence to show this was violated in 2016, 2017, 2018, and other years. In 2016 and 2018, there wasn't even an annual meeting and election attempted. Annual meetings were not held in August as required by the BYLAWS.

Violation #36: Florida statute 718.112 (2) (f) (1.) The proposed annual budget of estimated revenues and expenses must be detailed and must show the amounts budgeted by accounts and expense classifications, including, at a minimum, any applicable expenses listed in s. 718.504(21). The proposed budgets failed to use the proper classifications and failed to detail expenses as required. This is a violation of this statute.

BRIAN Letter dated January 31, 2019: "Florida Statute 718.504(21) relates to requirements for a developer of a condominium. Please note that these requirements have become long ago obsolete as to the Association.

Windsor Response: I was mistaken on this. I failed to see it applied to developers.

Violation #37: Charlie Aldridge of SENTRY announced false results of the vote at the December 12, 2018 meeting. I know she did not accurately announce the vote because I had proxies for votes that I submitted at the meeting. This is a violation of the law.

BRIAN Letter dated January 31, 2019: "I cannot provide you legal advice."

Windsor Response: I didn't ask for legal advice. BRIAN has repeatedly ignored every violation and has aided and abetted SENTRY and those acting as the Board in their wrongdoing.

PLEASE NOTE: Article VII of the Articles of Incorporation indemnifies the Board and officers from liability as the result of litigation. This means that if I or others sue the Board due to their violations, it will be all of the Owners paying the legal bills and any financial payments as the result of the litigation. This likely means a special assessment for legal expense. I submit that this legal expense can be avoided by removing the Board and electing new people.

BRIAN Letter dated January 31, 2019: "I cannot provide you legal advice."

Windsor Response: I didn't ask for legal advice. BRIAN has repeatedly ignored every violation and has aided and abetted those acting as the Board in their wrongdoing.

152. On February 1, 2019, the ASSOCIATION filed a lien against Donna Hey of Coach Houses Unit H2 with the Lake County Clerk of the Circuit Court. [EXHIBIT 424.] The Lien showed her to be one month past due. Donna Hey had just voted to recall/replace OMAR, VICKI, and KAREN. Donna Hey has provided records to me to show that she was not past due.

153. On February 3, 2019, WINDSOR sent an email to OMAR, VICKI, and KAREN, owners, CHARLIE ANN of SENTRY, and BRIAN of C&M asking that defamation of him be placed on the Board agenda. [EXHIBIT 392.] There was no response. It has never been addressed.

154. On February 3, 2019, Diana Raley (Unit G2) sent an email to owners saying: "What William Windsor is telling everyone is not true." [EXHIBIT 429.] This is false. WINDSOR can only guess at the magnitude of the libel and slander that he does not have access to.

155. On February 4, 2019, a purported Special Board Meeting was held. [EXHIBIT 28.] No minutes were published for the purported meeting. EXHIBIT 304 is a video from the meeting. The Recall / Election issue began at 8:45 into the video. The notice of a Recall / Election was deemed proper [EXHIBIT 304 at 8:45] as was the form of the Agreement / Ballot [EXHIBIT 304 at 10:15 to 10:51]. 16 Agreements/Ballots were deemed proper. [EXHIBIT 304 at 10:51 to 11:15.] OMAR claimed Monalene Werner ("MONALENE") had withdrawn her vote, but there was no proof. [EXHIBIT 304 at 11:15.] He also claimed the vote of the Nielsen Trust (C2) was invalid. [EXHIBIT 304 at 11:45.] OMAR claimed it was signed "by unknown parties." This is laughable as Nancy Camp and Jane O'Steen have been paying the assessments since 2013. OMAR claimed there were 32 voting interests. [EXHIBIT 304 at 12:21 to 12:41.] The Recall / Election was rejected. [EXHIBIT 304 at 13:35 to 14:37.] WINDSOR was not

allowed to speak at 21:00 into the video. CHARLIE ANN and OMAR claimed there is a one comment and three-minute limit, but there is no such rule. This is a violation of Florida statutes Section 718.112(2)(c)&(d), which provides that unit owners have a right to attend member meetings and board meetings and the right to speak at such meetings with reference to all designated agenda items. At 20:50, WINDSOR told all in attendance that OMAR, VICKI, and KAREN were not officers or directors. At 27:15, WINDSOR stated that there was no election of officers, as this was one item on the agenda that was not covered. [EXHIBIT 304 at 27:15]

156. The Board failed to file a petition for recall arbitration. This is a violation of Florida Statute 718.112(2)(j) 3 and Florida Administrative Code 61B-23.0028(3)(b).

157. On February 4, 2019, WINDSOR demanded that OMAR, VICKI, and KAREN step down, but they ignored him. Demands to SENTRY and C&M attorneys were ignored.

158. On February 14, 2019, a purported special Board Meeting was held. [EXHIBIT 33.] No minutes were published for the purported meeting. OMAR, VICKI, and KAREN approved spending approximately \$27,000 with American GeoTechnical and Gartner Group on foundation repairs for Building A despite other bids that were much lower. WINDSOR objected. Jack Gries, the engineer hired to identify the problem and recommend contractors to do the repair, told WINDSOR that he would be happy with any of the bidders. EXHIBIT 251 contains bids for \$17,767 and \$13,575. These bids were concealed from the owners; WINDSOR obtained them through an Inspection of Records in March 2019.

159. WINDSOR worked with owners following the denial of the first election/recall to prepare a second election/recall. In February 2019, 18 of the 32 owners at Coach Houses at Leesburg followed all of the procedures for an election/recall or election of directors. 18 voted,

and all 18 voted to elect ISABEL Campbell, Jason Chandler, and Joseph L. Lunsford. That's 100%.

160. On February 5, 2019, WINDSOR received a certified letter from BRIAN of C&M responding to his questions of January 9, 2019. [EXHIBIT 263.]

161. The February 5, 2019 letter from BRIAN [EXHIBIT 263] violated Florida Statute 718.112 (2)(a)(2). WINDSOR has listed each Violation alleged by him, has shown what BRIAN stated in his letter, and provides his responses:

Violation #39: Required documents have not been made public on the website.

- A list of executory contracts or other documents must be maintained on the website. §718.111(12)(g)2.e., Fla. Stat.
- Summaries of bids for materials, equipment or services that exceed \$500 must be maintained on the website. Complete copies of bids may be posted in lieu of summaries. §718.111(12)(g)2.e., Fla. Stat.

BRIAN Letter dated February 5, 2019: "In accordance with Florida Statute 718.111(12)(g)(1), only a condominium association managing 150 units or more is required to have any such website. As such, the statute you have provided does not apply to the Association."

Windsor Response: This was my mistake. I missed the intro on this statute while reading it online.

Violation #40: I have been informed that members of the Board have been communicating things to Coach Houses' owners that I consider to be defamatory. Owners report that they have been told that I have made physical threats to the Board and that I am a dangerous guy. It seems owners have been told such things to damage my reputation as a candidate for the Board. I believe this is clearly a violation of civil statutes, and I will contact the police to see if it is a violation of Chapter 836 of the Florida statutes. This is in addition to the things Omar said at the December 12 meeting.

BRIAN Letter dated February 5, 2019: "As you have been advised in our letters to you dated January 18, 2019 and January 31, 2019, you are not my client, and in fact, are acting in an adversarial capacity to my client, Coach Houses at Leesburg Condominium Association, Inc. As such, I cannot provide you legal advice. Moreover, I cannot provide you a response on behalf of individuals that I do not represent, as I represent the above-named association."

Windsor Response: BRIAN violated Florida Statute 718.112 (2)(a)(2) that he cited in his letter. The response failed to either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. There was no request for advice from the Division or response to a request for a legal opinion.

Florida statute 718.112(2)(a)(2): "When a unit owner of a residential condominium files a written inquiry by certified mail with the board of administration, the board shall respond in writing to the unit owner within 30 days after receipt of the inquiry. The board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the board requests advice from the division, the board shall, within 10 days after its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the board from recovering attorney fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry."

I am a member of the ASSOCIATION, so I am a client. I was not acting in an adversarial capacity as I have been attempting to save the ASSOCIATION from wrongdoing.

162.

163. On February 6, 2019, WINDSOR sent an email to ART of SENTRY asking SENTRY to advise what they needed for the Nielsen Trust vote to count. WINDSOR also asked him to advise if Sentry considered the current directors and officers to be legally elected. [EXHIBIT 291.] WINDSOR explained why those acting as directors and officers were not legally elected (based upon the information I had at that time). There was no response.

164. On February 7, 2019, WINDSOR sent an email to OMAR, VICKI, and KAREN, BRIAN of C&M, and CHARLIE ANN of SENTRY asking the purported directors to step down. [EXHIBIT 375.] There was no response.

165. On February 12, 2019, the written Agreements / Ballots for the second Election/Recall effort were served on the registered agent for the ASSOCIATION. [EXHIBIT 30 is the cover letter and evidence regarding the Nielsen Trust voters.] [EXHIBIT 31 contains the

Agreements / Ballots.] [EXHIBIT 32 is the receipt for service on the registered agent.] Additional copies were served on the President, property manager, and registered agent. EXHIBIT 984 is the certified mail receipt. 18 owners voted, and all 18 voted to elect ISABEL Campbell, Jason Chandler, and Joseph L. Lunsford. That's 100%.

166. On February 14, 2019, a purported special Board Meeting was held. [EXHIBIT 33.] No minutes were published for the purported meeting. OMAR, VICKI, and KAREN approved spending approximately \$27,000 with American GeoTechnical and Gartner Group on foundation repairs for Building A despite other bids that were much lower. WINDSOR objected. Jack Gries, the engineer hired to identify the problem and recommend contractors to do the repair, told WINDSOR that he would be happy with any of the bidders. EXHIBIT 251 contains bids for \$17,767 and \$13,575. These bids were concealed from the owners; WINDSOR obtained them through an Inspection of Records in March 2019.

167. On February 15, 2019, WINDSOR sent an email to OMAR, VICKI, and KAREN, BRIAN of C&M, and CHARLIE ANN of SENTRY about failure to produce records in response to his Request for Inspection. WINDSOR enclosed the bogus August 2017 minutes for Baywood Condominiums. WINDSOR advised them that if the requested documents were not produced, he would have to file a complaint with the Division of Condominiums. [EXHIBIT 274.] WINDSOR had not received minutes for an August 2017 meeting of the ASSOCIATION. EXHIBIT 1031 is the copy of the email received by the ASSOCIATION that was produced at an Inspection of Records on June 21, 2019.

168. On February 15, 2019, WINDSOR sent an email to OMAR, VICKI, and KAREN, BRIAN of C&M, and CHARLIE ANN of SENTRY with a Request for Inspection of Records. [EXHIBIT 343.] WINDSOR again requested minutes showing there was ever a valid election of

directors. WINDSOR again requested proof that there were votes to amend the BYLAWS to change the date of the annual meeting and election. WINDSOR asked for proof that nominating committees had been used and nominations from the floor at annual meetings had been offered. WINDSOR never received proof.

169. EXHIBIT 1032 is a copy of the February 18, 2019 letter received by CHARLIE ANN that was produced at an Inspection of Records on June 21, 2019. This was about defamation by CHARLIE ANN. This letter gave her notice to preserve relevant information as litigation was anticipated.

170. On February 19, 2019 at 2:00 pm, a purported Special Board Meeting was called to order. It was adjourned at approximately 2:14 pm. [EXHIBIT 406.] No minutes were published for the purported meeting. EXHIBIT 305-1 and EXHIBIT 305-2 is the video from the meeting. OMAR announced the notice of the "Recall" was deemed proper and was received on February 12, 2019. [EXHIBIT 305-2, 0:25 into the video.] The form of the Agreements / Ballots was accepted. [EXHIBIT 305-2, 1:40 into the video.] (Mrs. Omar Nuseibeh also has a video.) 16 votes were identified as valid. OMAR claimed there were 32 voting interests. [EXHIBIT 305-2, 4:05 to 4:15 in the video.] A Recall of OMAR, VICKI, and KAREN as Directors of the ASSOCIATION was improperly denied on February 19, 2019. [EXHIBIT 305-2, 5:35 into the video.] This is detailed in DBPR Amended Petition in Case No. 2019-02-1020, referenced and incorporated herein. [EXHIBIT 1850.]

171. The minutes of the February 19, 2019 meeting have not been made available to me. The Board failed to file a petition for recall arbitration. This is a violation of Florida Statute 718.112(2)(j) 3 and Florida Administrative Code 61B-23.0028(3)(b).

172. WINDSOR objected to the action taken while at the February 19, 2019 meeting, and he had objected to it in writing on several occasions thereafter. [EXHIBIT 305-2, 7:15 into the video.] [EXHIBIT 36.]

173. On February 19, 2019, WINDSOR sent a letter to BRIAN of C&M demanding that OMAR, VICKI, and KAREN be removed. [EXHIBIT 273.] There was no response.

174. On February 22, 2019, WINDSOR sent a certified letter to Brad Pomp ("BRAD"), the CEO of SENTRY. [EXHIBIT 247.] (EXHIBIT 616 is the Certified Mail Receipt.) WINDSOR advised BRAD that the people acting as the Board were never elected, annual meetings were not being held on the date required by the BYLAWS, that the denial of the Recall / Election was bogus. WINDSOR made an Inspection of Records Request of the alleged letter from MONALENE Werner withdrawing her vote. Neither BRAD nor anyone from SENTRY ever responded. EXHIBIT 1043 is the copy of the letter received by BRAD. This was produced in WINDSOR's Inspection of Records on June 21, 2019.

175. On February 22, 2019, WINDSOR made a Request for Inspection of Records by certified mail. [EXHIBIT 45.] Items 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, and 13 were never produced. This is a violation. (EXHIBIT 613 is the Certified Mail Receipt.)

176. On February 22, 2019, WINDSOR made a Second Request for Inspection of Records that were not produced when first requested. [EXHIBIT 46.] Nothing was produced. WINDSOR had to file a Complaint with the State. [EXHIBIT 54.] This is a violation. (EXHIBIT 613 is the Certified Mail Receipt.)

177. On February 23, 2019, WINDSOR sent a certified letter to NEAL McCulloh and Mr. Clayton, the Senior Partners of C&M. [EXHIBIT 280.] WINDSOR advised them that the people acting as the Board were never elected; annual meetings were not being held on the date

required by the BYLAWS; and the denial of the Recall / Election was bogus. WINDSOR made an Inspection of Records Request of the alleged letter from MONALENE Werner withdrawing her vote. WINDSOR explained that the denial of the Recall / Election was wrong. Neither responded. (EXHIBIT 612 is the Certified Mail Receipt.)

178. On February 25, 2019, a purported Board Meeting was held. [EXHIBIT 307.] No minutes were published for the purported meeting. EXHIBIT 308-1, EXHIBIT 308-2, EXHIBIT 308-3, EXHIBIT 308-4 is video from the meeting. OMAR, VICKI, and KAREN voted to suspend the voting rights of Donna Dailey and Donna Hey, two of the owners who had voted to recall them.

179. On February 27, 2019, WINDSOR emailed OMAR, VICKI, and KAREN, SENTRY, and C&M asking if the votes of Donna Dailey and Donna Hey would be accepted in a recall / election. They never responded. [EXHIBIT 290.]

180. On February 27, 2019, WINDSOR made a Second Request for Inspection of Records for additional documents that were not produced when first requested. [EXHIBIT 48.] (EXHIBIT 605 is the Certified Mail Receipt.) Nothing was produced. WINDSOR had to file a Complaint with the State. [EXHIBIT 55.]

181. On March 1, 2019, WINDSOR sent an email to OMAR, VICKI, and KAREN, the attorneys with C&M, and CHARLIE ANN, BRAD and ART at SENTRY. [EXHIBIT 238.] WINDSOR advised them that the ASSOCIATION was not operating legally because of the name. Paragraph 1 of the DECLARATION says "The name by which this condominium is to be identified is COACH HOUSES AT LEESBURG." This violates Florida statute 718.104 (4) (b) requires that "the name by which the condominium property is to be identified, which shall include the word 'condominium' or be followed by the words 'a condominium.'" WINDSOR

also noted that the ASSOCIATION only has 16 voting members according to the DECLARATION 13.3. WINDSOR again demanded that OMAR, VICKI, and KAREN cease pretending to be the officers and directors. There was no response.

182. On March 1, 2019, ART of SENTRY, emailed in response to WINDSOR's email to say the issues would be reviewed by the association's attorney. [EXHIBIT 239.] There was no response from the ASSOCIATION or the C&M DEFENDANTS.

183. On March 2, 2019, WINDSOR sent an email to OMAR, VICKI, and KAREN; BRIAN with C&M; and BRAD, ART, and CHARLIE ANN at SENTRY. [EXHIBIT 252.] WINDSOR expressed that he did not consider the announced March 22, 2019 meeting to be a valid meeting of the ASSOCIATION.

184. On March 5, 2019, a so-called "Town Hall Meeting" was held. [EXHIBIT 281.] WINDSOR considered it to be an effort by C&M to dissuade owners from voting to replace OMAR, VICKI, and KAREN. [EXHIBIT 282-1, EXHIBIT 282-2, EXHIBIT 282-3, EXHIBIT 282-4, EXHIBIT 282-5, EXHIBIT 282-6, EXHIBIT 282-7 is video from the meeting.] No minutes were published for the purported meeting.

185. On March 5, 2019, NEAL McCulloh of C&M distributed a letter to the owners of the ASSOCIATION. [EXHIBIT 267.] In the second paragraph on page 1, NEAL claims the actions taken on December 12, 2018 were at his firm's direction. I believe this is proof of malpractice. In the first full paragraph on page 2, NEAL claims the directors were properly elected because "only three (3) people timely and properly submitted an intent to be a candidate for the current term." This is false. This has been documented above. In the first full paragraph on page 2, NEAL falsely claims individuals were recommending self-management and elimination of professional services. I believe this is false and malicious. In that paragraph,

NEAL also claims so many of the legal challenges (by me) are “completely wrong, in error, and in derogation of the Florida Statutes and/or the Association’s Governing Documents.” This is false and malicious.

186. After the meeting ended, WINDSOR spoke with NEAL and suggested a meeting to discuss and attempt to resolve the issues. WINDSOR expressed that this would be far less expensive to the owners. NEAL refused. He told WINDSOR to handle it through legal filings.

187. On March 5, 2019, Dorothy Liebl of B2 told people in attendance that WINDSOR had harassed her. [EXHIBIT 282-1, EXHIBIT 282-2, EXHIBIT 282-3, EXHIBIT 282-4, EXHIBIT 282-5, EXHIBIT 282-6, EXHIBIT 282-7, EXHIBIT 282-8, EXHIBIT 282-9.] This was slander.

188. Unknown to WINDSOR until several weeks later when he called the police to see if anything had been filed against him, WINDSOR learned that on March 14, 2019, Dorothy Liebl in Unit B2 tried to get the police to arrest him for the crimes of harassment and threats. [EXHIBIT 417.] This was an absolute outrage. This is a false police report that is a violation of Florida law. Dorothy Liebl is a major supporter of OMAR, VICKI, and KAREN. The police never contacted WINDSOR.

189. On March 14, 2019, WINDSOR emailed OMAR, VICKI, and KAREN, CHARLIE ANN and ART of SENTRY, and BRIAN of C&M saying they had failed to respond to him on the ability of Donna Dailey and Donna Hey to vote. WINDSOR asked them to confirm how much Donna Hey allegedly owed as he would pay it so she could vote. [EXHIBIT 292.] They never responded to this Request for Inspection of Records. WINDSOR had offered to loan the money to Donna Hey. She was scared that she would lose her home in foreclosure and become homeless.

190. On March 15, 2019, the ASSOCIATION sent a Notice of Intent to Foreclose to Donna Hey, Unit H2. [EXHIBIT 426.] The Notice appears to have added approximately \$1,700 in legal fees. Donna Hey has provided records to me to show that she was not past due. This foreclosure notice was sent a week before the purported election of March 22, 2019 at which Donna Hey was a candidate seeking to replace OMAR, VICKI, and KAREN. PLEASE NOTE the letter that starts EXHIBIT 426 was not mailed, but it accurately summarizes the financial situation.

191. On March 15, 2019, Nancy Camp of Unit C2 sent a letter to SENTRY enclosing a Quit Claim deed and an Affidavit of Trust. She wrote: "I feel I was bullied by the board into transferring the subject property out of my parents trust into our individual interest." [EXHIBIT 425.]

192. On March 20, 2019, WINDSOR sent an email to OMAR, VICKI, and KAREN; CHARLIE AND, ART, and BRAD of SENTRY; and BRIAN of C&M objecting to the apparent plan to appoint a chairman of the purported March 22, 2019 members' meeting rather than elect the chairman. [EXHIBIT 257.] WINDSOR's email was ignored.

193. On March 20, 2019, a Lake County Sheriff's Deputy appeared at WINDSOR's door and served him with an Order setting a hearing on a Petition for Injunction against Stalking that was sworn to by Dorothy Liebl in Unit B2. [EXHIBIT 416.] This was an absolute outrage. Her sworn affidavit is filled with perjury. WINDSOR never stalked her, harassed her, threatened her, or did anything to her. For much of the next 13 days, WINDSOR prepared for the April 2, 2019 trial.

194. On March 21, 2019, WINDSOR sent a letter to OMAR, VICKI, KAREN, CHARLIE ANN of SENTRY, and BRIAN of C&M objecting to the apparent plan to appoint a

chairman of the purported March 22, 2019 members' meeting rather than elect the chairman.

[EXHIBIT 258.] His letter was ignored.

195. A purported March 22, 2019 meeting was purported to include the annual election for the ASSOCIATION, but that date is based on fraud by claiming an amendment changed the date in August 2017.

196. On March 22, 2019, purported meetings and a purported election were held. EXHIBIT 311 is video from the meetings (EXHIBIT 311-1, EXHIBIT 311-2, EXHIBIT 311-3, EXHIBIT 311-4, EXHIBIT 311-5, and EXHIBIT 311-6). No minutes were published for the purported meeting.

197. There were 30 Outer Envelopes and 13 were invalid. The Outer Envelopes are supposed to show the name of the Owners on the first line and be signed by the valid Designated Voter. 13 had problems with one or both of these requirements.

198. There were 13 Designated Voter Certificates produced, and 6 were invalid. The Designated Voter Certificate for Meade/Chandler was not produced, but it was delivered to SENTRY before the meeting began on March 22, 2019. [EXHIBIT 158.] It is valid.

199. There were 19 Proxy forms presented, and 4 were invalid.

200. There were 24 Limited Proxy forms presented, and 5 were invalid.

201. With exclusion of any of the votes that WINDSOR says are invalid, Denise King and WINDSOR would have been elected.

202. At the March 22, 2019 meetings, BRIAN of C&M refused to allow WINDSOR to see the Designated Voter Certificates, and the Election Monitor told him that those were not in his possession and were not part of his duties. WINDSOR told them both that he had evidence that several of the voters did not have valid Designated Voter Certificates. WINDSOR was told

he would have to appeal. WINDSOR had the evidence with him that A4 and B2 did not qualify. He also had evidence with him that B1 and F3 likely didn't qualify and evidence that E3 and G4 might fail to qualify.

203. On March 22, 2019, Joseph L. Lunsford submitted a request to inspect all of the voting documents from March 22, 2019. WINDSOR went with him on April 8, 2019, and they copied every document. [EXHIBIT 159.]

204. OMAR, VICKI, and KAREN hired an armed policeman, Officer Pincus, to attend the March 22, 2019 meetings, and they paid BRIAN of C&M, \$1,100 to be there. WINDSOR believes the police have been hired for show to support the defamatory claims that he threatened to kill purported Board members. They know there is absolutely no truth to this, so there is no other logical explanation for such bizarre behavior. At 12:20 in to EXHIBIT 142-C, OMAR said the police were there because of threats to the Board.

205. Jason Chandler and WINDSOR videoed most of the March 22, 2019 meetings until his battery died. [EXHIBIT 142-A, EXHIBIT 142-B, EXHIBIT 142-C, EXHIBIT 142-D, EXHIBIT 142-E, EXHIBIT 142-F.]

206. C&M, SENTRY, and those purporting to be the Board violated the BYLAWS by allowing Omar Nuseibeh to appoint himself to be the chairman of the meetings. BYLAW 2.9 b. provides that the chairman is to be elected by a vote. The Notice of the Meeting posted on the Bulletin Boards at Coach Houses said there would be an election. [EXHIBIT 241.] Then the Notice was changed to delete the word "Election" and change it to "Appointment." [EXHIBIT 242.] WINDSOR raised the issue at 4:40 in to EXHIBIT 142-A, and he was told the purported Board had decided who would be chairman. WINDSOR believes this was done to block his access to the Designated Voter Certificates.

207. OMAR spoke negatively about WINDSOR much of the time on March 22, 2019, and he got into arguments with several others seeking to have him removed from the Board.

208. OMAR, VICKI, and KAREN did not have legal authority to schedule or conduct the meetings.

209. CHARLIE ANN claimed all ASSOCIATION documents had been produced. She said there was nothing else to produce, but that proved to be absolutely false on June 23, 2019 when some August 1, 2017 records were produced. There is still a great deal that has not been produced. She said the August 2017 Baywood Condominiums minutes that were produced was an error. [EXHIBIT 142-D @ 2:00 into the video.] She never corrected this "error."

210. The purported March 22, 2019 election was invalid as it was not held on the first Tuesday in August. It was called by people with no legal authority. Only three members had complied with BYLAW 2.1. BYLAW 2.9 b was violated. Fraudulent information was provided to the Election Monitor.

211. On March 25, 2019, WINDSOR sent a letter to SHEHNEELA of the ASSOCIATION requesting an Inspection of Records that had never been produced. [EXHIBIT 243.]

212. On March 25, 2019, WINDSOR sent an email and evidence to the purported New Board (including COACH HOUSE MEMBER DEFENDANTS SHEHNEELA, ISABEL, SERGIO) identifying wrongdoing on March 22, 2019. [EXHIBIT 352.] There was no response.

213. On March 26, 2019, WINDSOR received an email from SHEHNEELA, the purported New Board President, claiming that SENTRY had ALL of the ASSOCIATION's records. [EXHIBIT 301.]

214. On March 26, 2019 at 11:59 am, the ASSOCIATION manager, CHARLIE ANN, stated that all of the records of the ASSOCIATION were being produced for WINDSOR at an Inspection of Records on March 27, 2019. CHARLIE ANN also claimed WINDSOR had been provided every document within the possession of SENTRY on multiple occasions. In a separate email at 8:39 am, she stated that SENTRY had all of the ASSOCIATION'S documents. She lied. WINDSOR was never provided all the documents, and they most definitely were not provided on March 27, 20-19. [EXHIBIT 49.] CHARLIE ANN knew she was continuing to conceal these records from WINDSOR.

215. On March 26, 2019, WINDSOR sent an email to the purported New Board (SHEHNEELA, ISABEL, SERGIO), CHARLIE ANN of SENTRY, and BRIAN of C&M in response to an email from the purported New Board President, SHEHNEELA Arshi, confirming that all of the ASSOCIATION'S documents were in the possession of SENTRY. [EXHIBIT 296.] This was very important because it meant that key documents did not exist – no letter from MONALENE Werner and no documentation that OMAR, VICKI, and KAREN were ever lawfully elected. WINDSOR also sent an Inspection of Records Request for emails. [EXHIBIT 298.]

216. On March 27, 2019, WINDSOR inspected records at SENTRY for eight hours. [EXHIBIT 326 – 1 to 17 are photos of the Inspection.] EXHIBIT 326-4 shows the August 2017 minutes of Baywood Condominiums that were produced as the August 2017 minutes for the ASSOCIATION. EXHIBIT 329 contains the files produced for Inspection on the laptop. [EXHIBIT 1220.]

217. WINDSOR has been ignored on many requests for inspection of records. WINDSOR filed two Complaints with the Division of Condominiums. [EXHIBIT 54.]

[EXHIBIT 55.] WINDSOR finally filed a Petition for Arbitration over all Inspection of Records issues. [EXHIBIT 1190.]

218. On March 28, 2019, WINDSOR sent an email to ART and CHARLIE ANN of SENTRY, BRIAN of C&M, and SHEHNEELA complaining of malpractice over the failure to schedule and conduct an April 4, 2019 meeting. [EXHIBIT 368.] They did nothing.

219. On March 28, 2019, WINDSOR sent to emails to the purported New Board (including SHEHNEELA, ISABEL, ED, SERGIO, OMAR) and BRIAN of C&M objecting to the fraud in the purported March 22, 2019 election. WINDSOR gave notice that he would file a petition if not resolved. He provided some proof of the fraud. [EXHIBIT 255.]

220. On March 28, 2019, WINDSOR sent a letter to the purported New Board (including SHEHNEELA, ISABEL, ED, SERGIO, OMAR), ART and CHARLIE ANN of SENTRY, and BRIAN of C&M objecting to the failure to hold the April 4, 2019 meeting. [EXHIBIT 256.]

221. On March 29, 2019, WINDSOR emailed the purported New President, SHEHNEELA, with issues about the fraudulent March 22, 2019 meetings. [EXHIBIT 398.]

222. On April 2, 2019, WINDSOR went to the Lake County Courthouse for the hearing on a Petition for Injunction against Stalking filed by Dorothy Liebl in Unit B2. [EXHIBIT 416.] She didn't show up, and the case was dismissed. WINDSOR was planning to have her commit count after count of perjury, so he was somewhat disappointed to lose his day in court.

223. On April 4 and 6, 2019, five of the purported newly-elected Directors requested a Special Meeting of the Directors. [EXHIBIT 1400.]

224. The Special Member Meeting that C&M said would be held on April 4, 2019 was never noticed or held. [EXHIBIT 56 is WINDSOR's Notice of Intent to file an Arbitration Petition regarding this.]

225. A purported Special Board Meeting was then scheduled for April 11, 2019. [EXHIBIT 968.] SHEHNEELA Arshi acknowledged receipt of the letters requesting the special meeting and scheduled the meeting for April 11, 2019. [EXHIBIT 1401.] The Notice was posted on the bulletin boards in the buildings of Coach Houses at Leesburg. [EXHIBIT 968.] SHEHNEELA claimed that one of the letter writers, Donna Hey, lost her seat on the Board because she was past due. [EXHIBIT 1401.] WINDSOR had provided evidence to show this was false and that the lien and foreclosure filed against Donna Hey was improper. WINDSOR asked SHEHNEELA for proof, and she failed to provide any. [EXHIBIT 1402.]

226. On April 8, 2019 and April 9, 2019, WINDSOR advised the ASSOCIATION by email and mail that he would file his Petition for Arbitration regarding the Recall / Election by April 29, 2019 if his requests were not met. [EXHIBIT 321.] [EXHIBIT 353.] The ASSOCIATION did not respond.

227. On April 9, 2019, WINDSOR sent a Notice of Intent to Challenge the March 22, 2019 election to the ASSOCIATION, SHEHNEELA, ISABEL, SERGIO, and the Election Monitor. [EXHIBIT 444.]

228. On April 10, 2019, Notice of a Board Meeting for April 11, 2019 was posted on the bulletin boards at Coach Houses of Leesburg. [EXHIBIT 1399.] The Notice of the Board Meeting was on the Building B bulletin board when WINDSOR walked in at approximately 4:45 pm on April 10, 2019. [EXHIBIT 968.]

229. On April 10, 2019, WINDSOR sent an email to the owners (including SHEHNEELA, SERGIO, AND ISABEL) saying that if the April 11, 2019 meeting was not held, he would file all of his complaints against the ASSOCIATION, SENTRY, and C&M. [EXHIBIT 990.] [EXHIBIT 1403.]

230. SHEHNEELA emailed WINDSOR at 5:08 pm to say that Donna Hey and Carol Still were delinquent and cannot serve. This is absolutely false. [EXHIBIT 1404.] The Condominium Act, Section 718.112(2)(n), states that a director or officer who is more than 90 days delinquent in the payment of any monetary obligation due to the association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law. There is no evidence of this for either Donna Hey or Carol, Still.

231. SHEHNEELA also claimed Larry Lunsford and Johnny Lynn withdrew their requests for the meeting because WINDSOR had harassed them into sending the letters. [EXHIBIT 1405.] WINDSOR never did any such thing. Larry Lunsford has confirmed in writing that WINDSOR never bullied him. [EXHIBIT 1406.] Johnny Lynn responded in the same manner. [EXHIBIT 1407.]

232. There is no Bylaw, state law, or Rule that provides that letters can be withdrawn. WINDSOR requested legal authority for this and proof of the withdrawals, and SHEHNEELA ignored him.

233. At 6:25 pm on April 10, 2019, the Notice of a BOARD Meeting for April 11, 2019 was posted on the bulletin boards at Coach Houses of Leesburg with the word CANCELED written across it. [EXHIBIT 283.]

234. Purported President SHEHNEELA sent WINDSOR a cease and desist email saying he was never to contact her again. [EXHIBIT 1408.]

235. On April 10, 2019, WINDSOR sent a Notice of Intent to Challenge the April 4, 2019 meeting to the ASSOCIATION. [EXHIBIT 437.]

236. On April 10, 2019, WINDSOR emailed a Notice of Intent to Challenge the April 11, 2019 meeting to the ASSOCIATION, ED, ISABEL, SERGIO, other owners; BRIAN and NEAL of C&M; ART and CHARLIE ANN of SENTRY. [EXHIBIT 445.]

237. On April 10, 2019, WINDSOR emailed a Notice of Intent to Challenge the February 19, 2019 Recall / Election to the ASSOCIATION. [EXHIBIT 446.]

238. On April 10, 2019 at 7:29 pm, WINDSOR emailed a Condominium Complaint to the ASSOCIATION, BRIAN and NEAL of C&M; ART and CHARLIE ANN of SENTRY. [EXHIBIT 1541.]

239. On April 10, 2019 at 7:29 pm, WINDSOR mailed a Condominium Complaint to the DBPR. [EXHIBIT 1542.]

240. On April 10, 2019 at 8:09 pm, WINDSOR emailed a Condominium Complaint to the ASSOCIATION, BRIAN and NEAL of C&M; ART and CHARLIE ANN of SENTRY. [EXHIBIT 1539.]

241. On April 10, 2019 at 8:09 pm, WINDSOR mailed a Condominium Complaint to the DBPR. [EXHIBIT 1540.]

242. The April 11, 2019 meeting was not held. EXHIBIT 57 is WINDSOR's Notice of Intent to file an Arbitration Petition regarding this.

243. On April 11, 2019, WINDSOR mailed a Condominium Complaint to the DBPR. [EXHIBIT 1543.]

244. On April 12, 2019, WINDSOR sent an email and letter to BRIAN and NEAL of C&M and BRAD, ART, and CHARLIE ANN of SENTRY documenting that BRIAN was

violating the ASSOCIATION's Rules regarding Inspection of Records. WINDSOR demanded production of ALL documents previously requested on April 23, 2019. The documents were not produced. [EXHIBIT 278.] (EXHIBIT 606 is the Certified Mail Receipt.)

245. On April 14, 2019, WINDSOR mailed a Notice of Intent to Challenge the December 12, 2018 meetings to the ASSOCIATION. [EXHIBIT 439.] He also sent the Notice of Intent to Challenge the December 12, 2018 meetings by email to the ASSOCIATION, C&M, and SENTRY. [EXHIBIT 440.]

246. On April 17, 2019, WINDSOR sent an email to C&M, SENTRY, and the ASSOCIATION advising that his Petition for Arbitration on the Recall / Election had to be filed on April 19, 2019. WINDSOR asked them to advise if they had decided to grant his requests. [EXHIBIT 351.]

247. On April 18, 2019, WINDSOR executed a Mandatory Non-Binding Petition Form naming the ASSOCIATION as Respondent. This "ORIGINAL PETITION" was regarding the events that led to and immediately after a purported meeting and election on February 19, 2019. It was received by the DBPR on April 19, 2019. [EXHIBIT 1001.]

248. On April 23, 2019, WINDSOR sent an email to C&M, SENTRY, and the ASSOCIATION advising that he would be filing a Petition for Arbitration for failure to allow Inspection of Records. [EXHIBIT 300.] WINDSOR requested a copy of the alleged Request for Inspection dated March 22. Nothing was ever produced to show that WINDSOR made such a request.

249. On April 23, 2019, WINDSOR conducted an Inspection of Records at SENTRY. It was scheduled by C&M claiming it was for his March 22, 2019 Request. WINDSOR never made a March 22, 2019 Request for Inspection. WINDSOR asked for proof that he requested

such an Inspection, and his emails were ignored. [EXHIBIT 67.] [EXHIBIT 1220.] There was no one from the ASSOCIATION or SENTRY available during the Inspection of Records.

250. Three file folders and four pdf files were produced on April 23, 2019. [EXHIBIT 61.] EXHIBIT 61 – D and E show the total production on April 23, 2019; the laptop contained four pdf files. EXHIBIT 61 -- F, G, and H show the records produced regarding the August 1, 2017 “meeting.” EXHIBIT 61 -- I, J, and K show the records produced regarding the December 12, 2018 “meeting.” EXHIBIT 61 – L, M, and N show the records produced regarding the March 22, 2019 “meeting.” WINDSOR had previously copied the documents for December 12, 2018 and March 22, 2019, so he simply copied what he identified as new documents. The third file folder (EXHIBIT 61 – F, G, and H) was the file for the August 1, 2017 meeting that WINDSOR had requested many times in January, February, and March. WINDSOR believes C&M may have pretended WINDSOR made a Request for Inspection to sneak in these documents after he filed his first Petition for Arbitration regarding the Recall / Election. WINDSOR copied the entire folder. EXHIBIT 330 contains the four pdf files produced on the laptop.

251. On April 23, 2019, WINDSOR sent an email to C&M, SENTRY, the ASSOCIATION, and owners advising of the proof that he obtained that day proving the BYLAWS were not legally amended. [EXHIBIT 355.] The email served a notice of intent to file a petition for arbitration regarding the purported BYLAW amendment. WINDSOR demanded action. There was no response.

252. WINDSOR has found the attorneys with C&M and CHARLIE ANN with SENTRY to be dishonest. He suspects that some of the documents that have been provided in response to Inspection of Records Requests have been altered. EXHIBIT 366 is a Limited Proxy

produced on April 23, 2019 that shows it was invalid on December 13, 2017. "Needs to be corrected" is written in CHARLIE ANN's handwriting. The Received Stamp reads Dec 18 2017, so this appears to have been changed after the December 13, 2017 meeting and vote. WINDSOR believes this is falsification of ASSOCIATION records, which may be a criminal offense.

253. On April 25, 2019, WINDSOR sent two emails to BRIAN and NEAL of C&M; BRAD, ART, and CHARLIE ANN of SENTRY; the ASSOCIATION; ISABEL, OMAR, KAREN, and VICKI; and some owners advising them of his intent to file a petition for arbitration or lawsuit regarding bylaw fraud. [EXHIBIT 400.]

254. On April 26, 2019, WINDSOR sent an email to BRIAN and NEAL of C&M; BRAD, ART, and CHARLIE ANN with SENTRY; purported Board members; ISABEL, ED, SERGIO, the ASSOCIATION, and owners advising them of his intent to file a lawsuit and seek a Receiver. [EXHIBIT 399.]

255. On April 26, 2019, a Final Order of Dismissal ("FIRST FINAL ORDER") was issued in DBPR Case No. 2019-02-1020 due to alleged confusion over receipt of the original petition for arbitration that WINDSOR filed. [EXHIBIT 1002.] The FIRST FINAL ORDER was sent by email. [EXHIBIT 1259.] WINDSOR quickly learned that the DBPR is corrupt.

256. On April 26, 2019, WINDSOR sent a Petition for Rehearing for filing regarding the FIRST FINAL ORDER issued in DBPR Case No. 2019-02-1020. [EXHIBIT 1200.]

257. On April 29, 2019, WINDSOR received a certified letter from BRIAN of C&M. [EXHIBIT 315.] He said WINDSOR's April 24, 2019 Request for Inspection of Records would be provided on September 13, 2019. This is a violation of Florida statutes and the ASSOCIATION'S rules.

258. On April 30, 2019, WINDSOR sent an email to C&M, SENTRY, and the ASSOCIATION reminding them that he would be filing a Petition for Arbitration regarding the March 22, 2019 meeting. [EXHIBIT 312.] WINDSOR asked them to contact him right away. There was no response.

259. On April 30, 2019, WINDSOR exchanged emails with Alicia Lawrence of DBPR regarding his Petition in Case No. 2019-02-1020. WINDSOR needed to identify the form that Mahlon C. Rhaney, Jr. ("MAHLON") was requiring him to use. [EXHIBIT 1259.] WINDSOR later realized that this was corruption by MAHLON.

260. An Order Vacating Dismissal and Requiring Amended Petition was filed in DBPR Case No. 2019-02-1020 on May 1, 2019. [EXHIBIT 1003.] WINDSOR was instructed to use a form that would base his first petition for arbitration on Chapter 61-B-50, Florida Administrative Code (specifically Rule 61-B-50.105(2)). [EXHIBIT 1008.] WINDSOR's review of that form indicated it was designed for an association board's filing, so WINDSOR questioned this in the amended petition and incorporated additional information. MAHLON was setting WINDSOR up for a dismissal.

261. On May 5, 2019, WINDSOR mailed a Second Notice of Intent to file a Petition for Arbitration regarding the March 22, 2019 meeting. He sent it to C&M giving them until May 13, 2019 before he filed. [EXHIBIT 322.]

262. On May 5, 2019, WINDSOR emailed a Second Notice of Intent to file a Petition for Arbitration regarding the March 22, 2019 meeting. WINDSOR sent it to C&M, SENTRY, and the ASSOCIATION giving them until May 13, 2019 before he filed. [EXHIBIT 323.]

263. On May 5, 2019, WINDSOR emailed an addition to his Second Notice of Intent to file a Petition for Arbitration regarding the March 22, 2019 meeting. WINDSOR sent it to

C&M, SENTRY, and the ASSOCIATION. He informed them of two violations of the DECLARATION. [EXHIBIT 324.]

264. On May 6, 2019, WINDSOR sent an email to DBPR with a link to the form he found on the DBPR website asking if it was to be used for the Petition in Case No. 2019-02-1020. [EXHIBIT 1259.]

265. On May 7, 2019, WINDSOR sent an email to C&M, SENTRY, and the ASSOCIATION advising them that he would be amending his Petition for Arbitration regarding the Election / Recall. [EXHIBIT 407.] WINDSOR asked them to advise him if they will agree that the Recall / Election passed. There was no response.

266. On May 7, 2019, Tia King of DBPR responded regarding WINDSOR's Petition in Case No. 2019-02-1020 and told him to use the form he emailed on May 6, 2019. [EXHIBIT 1259.] The form is EXHIBIT 1258.

267. From April 26, 2019 to May 7, 2019, WINDSOR communicated with Alicia Lawrence and Tia King of DBPR regarding DBPR Case No. 2019-02-1020. [EXHIBIT 1259.]

268. On May 9, 2019, Tia King of DBPR emailed to admit to WINDSOR that MAHLON C. Rhaney, Jr. made a mistake in the order in DBPR Case No., 2019-02-1020 First Amended Mandatory Non-Binding Petition Form ("AMENDED PETITION") was not due until Monday, May 13, 2019. [EXHIBIT 1297.]

269. The First Amended Mandatory Non-Binding Petition Form ("AMENDED PETITION") was executed on May 9, 2019 and sent to the DBPR for filing in DBPR Case No. 2019-02-1020 with the Second Verified Affidavit of William M. Windsor in Support of Mandatory Non-Binding Petition for Arbitration ("SECOND AFFIDAVIT") as EXHIBIT F

thereto. [EXHIBIT 1009.] [EXHIBIT 1010.] The exhibits referenced therein match the exhibit numbers on the flash drive.

270. On May 13, 2019, WINDSOR sent the ASSOCIATION a Notice of Intent to Challenge Violations in Building B regarding the patio “enhancement” and the dog urine. [EXHIBIT 1153.]

271. On May 13, 2019, WINDSOR emailed the ASSOCIATION, SENTRY, and C&M a Notice of Intent to Challenge Violations in Building B. [EXHIBIT 1154.]

272. On May 15, 2019, WINDSOR emailed the ASSOCIATION, SENTRY, and C&M and stated that the Liebls should have been required to clean up violations years ago. [EXHIBIT 1155.]

273. On May 15, 2019, WINDSOR filed a Petition for Arbitration regarding the March 22, 2019 meeting and election of the ASSOCIATION. It was assigned DBPR Case No. 2019-02-6384. [EXHIBIT 1011.] [EXHIBIT 1012.] The exhibits referenced therein match the exhibit numbers on the flash drive. [EXHIBIT 1851 is the complete file.]

274. On May 15, 2019, WINDSOR sent a copy of his Petition for Arbitration regarding the March 22, 2019 Election to C&M and SENTRY. [EXHIBIT 813.] He also served notice of intent to file a third petition for arbitration regarding additional issues.

275. On May 23, 2019, WINDSOR served the ASSOCIATION with Notice of Intent to file a Petition for Arbitration regarding failure to produce records in response to Inspection of Records Requests. [EXHIBIT 811.]

276. On May 28, 2019, Paula Bouie of DBPR sent WINDSOR a letter regarding his first Complaint for Failure to Produce Records in response to Inspection of Records Requests (DBPR Complaint No. 2019019600). [EXHIBIT 602.] The investigator claimed WINDSOR

never responded, but that is incorrect. WINDSOR has come to realize that everyone with DBPR is corrupt.

277. On May 30, 2019, an ORDER REQUIRING ANSWER was served on the ASSOCIATION on WINDSOR's Petition for Arbitration regarding the March 22, 2019 meeting and election of the ASSOCIATION -- Case No. 2019-02-6384. [EXHIBIT 584.]

278. On May 31, 2019, the DBPR sent WINDSOR a letter regarding his second Complaint for Failure to Produce Records in response to Inspection of Records Requests (DBPR Complaint No. 2019-02-8466). [EXHIBIT 798.]

279. On June 5, 2019, the ASSOCIATION filed Respondent's Motion to Dismiss for Failure to State a Cause of Action (DBPR Case No. 2019-02-1020). [EXHIBIT 796.]

280. On June 5, 2019, investigator Ron James from the DBPR called to discuss WINDSOR's second Complaint regarding failure to produce documents (DBPR Complaint No. 2019028466). He sent WINDSOR a letter dated June 5, 2019. [EXHIBIT 994.]

281. On June 5, 2019, WINDSOR entered into a contract to sell his Coach Houses Unit B3 for \$80,000. [EXHIBIT 1015.]

282. On June 6, 2019, a purported Board Meeting was held. [EXHIBIT 973.] [EXHIBIT 1367 is the Minutes.] ISABEL, SERGIO, and ED were present. Purported Officer and Board Member ISABEL Campbell told the attendees that the Board was very confident that the ASSOCIATION would prevail in WINDSOR's First Petition for Arbitration. She gave no explanation. She discussed her review of the finances of the ASSOCIATION and presented a Proposed Adjusted Budget for 2019. [EXHIBIT 974.] The Proposed Adjusted Budget showed a reduction in Building Maintenance by \$26,729.27 and no change in Grounds Maintenance, Utilities, or Budgeted Transfer to Reserves. It showed an increase of approximately \$50,000 in

Income and Administrative & Management Expense. Those costs showed a \$75,000 increase in legal fees. Those are all costs related to the ASSOCIATION'S defense of all the violations WINDSOR had identified. The video of the June 6, 2019 meeting is EXHIBIT 995-1, EXHIBIT 995-2, EXHIBIT 995-3, EXHIBIT 995-4, EXHIBIT 995-5, EXHIBIT 995-6, and EXHIBIT 995-7.

283. On June 6, 2019, WINDSOR sent an email to the purported Board, C&M, and SENTRY regarding the Board Meeting. [EXHIBIT 822.] He said:

"I hereby request to be named a Board Member. If we have openings, you are required by statute to notify the owners, and you didn't. You want an odd number, though that is not in our Bylaws or the Florida statutes. But, now I'm Board Member #5. 37 years of Minutes show this is what is done when there are openings pre-Omar.

For the record, today's meeting was invalid. The March election was invalid. I didn't raise a Point of Order as owners don't have such a right at a Board Meeting.

A very intelligent request was made today by an owner to have special expenses treated through Special Assessments. Charlie Ann told all at the meeting that the attorneys said our BYLAWS prohibit this. There is NOTHING in our BYLAWS that prohibits special assessments. I asked for the Bylaw to be identified, and Charlie Ann told me to hire an attorney. I came home and read the BYLAWS for about the hundredth time. I am preparing to file another Petition that will list this as another violation. Florida law specifically permits Special Assessments (Section 718.112(2)(c)1. Florida Statutes): <http://www.condo-owner.com/article/special-assessments-do-it-right-or-pay-the-price/>

By the way, Florida Statutes take precedence over bylaws.

I have an eyewitness to the Libel dog soiling the carpets in Building B. Ask Jason and Karen Chandler. Mrs. Libel claimed her dog never did any such thing. WRONG!

Unfortunately, your new Board has chosen to fight me legally. At today's meeting, I offered to withdraw my actions against the Association. I am willing to do this if C&M and Sentry refund to the Association all money paid by the Association to them from 2016 to 2019.

The people responsible for our outrageous legal fees are OMAR, VICKI, KAREN, CHARLIE ANN, SENTRY, BRIAN, NEAL McCulloh."

284. On June 7, 2019, WINDSOR sent a certified letter to attorney BRIAN of C&M for the ASSOCIATION. WINDSOR enclosed a Letter from Karen Chandler about B3 Carpet; Email from him about Breach of Fiduciary Duty, Liebls, and Lawyers; Letter from him agreeing to be a Director; Email from WINDSOR about Board Meeting; Email from WINDSOR about Vandalism in Building B; Email from WINDSOR with Notice of Intent to file Third Petition for Arbitration; Notice of Intent for his Third Petition, pre-arbitration letter and Exhibits AA, BB, CC, DD, EE, and FF; Email from WINDSOR with Notice of Intent to file Third Petition Part 1 of 3; Email from WINDSOR with Notice of Intent to file Third Petition Part 2 of 3; Email from WINDSOR with Notice of Intent to file Third Petition Part 3 of 3. [EXHIBIT 991.] The certified mail receipt is EXHIBIT 992. WINDSOR also hand-delivered a copy to SENTRY; Richard accepted the envelope.

285. On June 7, 2019, Karen Chandler from Unit B4 wrote a letter with evidence that the Liebl's dog in B2 was responsible for staining the carpets in Building B. [EXHIBIT 821.] She gave the letter to WINDSOR, and he emailed it to the purported Board, SENTRY, and C&M.

286. On June 7, 2019, WINDSOR sent an email to the purported Board, SENTRY, and C&M charging Breach of Fiduciary Duty. [EXHIBIT 823.] The email says:

"Karen Chandler in Unit B4 will speak to the Board and sign an affidavit stating that the Libels dog caused the carpet mess in Building B. She has seen the dog do it. She has seen Dorothy Libel with the dog when the dog did it. Dorothy Libel has told Karen and Jason that the dog has "bladder issues."

Karen cared for the dog when the Libels were out of town, and the dog peed on the carpet at the top of the stairs. Karen obviously observed this.

Just like the Old Board, the New Board is not requiring Dorothy Libel to clean the carpets, and this is imposing an expense on the owners that is wrongful. 23 spots have been documented with photos.

Have Libels pay, or I will sue. Consider this Notice of Intent to file a Petition and sue.

ALSO, the Minutes of the ASSOCIATION establish that carpets have been replaced at various times. Building B is the newest. There is no reason to not stagger this work over the years. It should be a budgeted Reserves item. Building B simply needs the 23 spots of pee and poo cleaned. Doing all buildings at one time hurts all owners.

Your approval of payments to C&M constitutes breach of fiduciary duty, in my opinion.

Your approval of fighting my first Petition also constitutes breach of fiduciary duty, in my opinion. And if a letter from Monalene Werner magically appears after months of requests, I believe this constitutes fraud. You better believe I will pursue that in court.

Thank you for establishing a rule yesterday that limits owners to three minutes per agenda item. This helps enforce the fact that my rights and the rights of others were violated prior to this alleged Board enactment when Charlie Ann and Omar claimed there was such a rule. No such rule in the Rules or Minutes over the last 37 years.

287. On June 9, 2019, WINDSOR emailed attorney Russell Klemm ("RUSSELL"), attorney BRIAN, attorney NEAL McCulloh, and the ASSOCIATION asking them to withdraw the sham Motion to Dismiss for Failure to State a Cause of Action. [EXHIBIT 818.]

288. On June 9, 2019 at 9:54 a.m., WINDSOR emailed ISABEL, SERGIO, and ED advising them of his intent to sue them for breach of fiduciary duty. [EXHIBIT 819.] The email said:

I intend to sue Isabel, Sergio, and Ed for breach of fiduciary duty and other causes of action. Please notify your insurance carrier, and ask the insurance folks to call me.

I will allege that you folks have failed to take the necessary actions to operate legally; you have spent money improperly; you are using dishonest attorneys and a dishonest management company and have been provided with massive proof. You have presented false information to the owners about BYLAWS and special assessments. You have concealed wrongdoing with Reserve funds. You have failed to get the fraudulent BYLAW filing removed from Lake County Records. You have told owners that all work must be done at the same time so some owners don't feel slighted. That's a load of you-know-what. You have not enforced the letter sent several years ago to the Libels. You have evidence that the Libels are guilty, but you want all owners to pay to clean it up. You have not had the Libels "installation" removed, though they were ordered to do so years ago. And more...

It took you 76 days to hold a meeting in which Isabel essentially recited information that I had prepared back in February.

Should a letter from Monalene Werner magically appear next week, I will also charge you with fraud. If allowed by Florida law or federal law, I will charge you with criminal racketeering (RICO).

Please keep all emails and other communications safe as they will be evidence in the case. Please do not delete anything. I will seek a forensic audit of your electronic devices, if necessary.

The D&O Insurance carrier was not notified. This email was also sent to BRAD, ART, and CHARLIE ANN with SENTRY and BRIAN and NEAL with C&M.

289. On June 10, 2019, WINDSOR emailed the ASSOCIATION, ISABEL, SERGIO, and ED, SENTRY, and C&M advising them of his intent to petition for arbitration regarding failure to enforce the Rules. [EXHIBIT 875.]

290. On June 11, 2019, WINDSOR sent an email to the owners, purported Board, SENTRY, and C&M. WINDSOR said payables must be frozen so C&M will not be paid \$80,000 in legal fees. [EXHIBIT 988.]

291. On June 11, 2019, WINDSOR sent a Notice of Intent to File Petition for Arbitration regarding Violations of Corporate Documents, Rules, and Florida Statutes, purported Board, SENTRY, and C&M. WINDSOR also mailed a copy to attorney BRIAN. [EXHIBIT 989.]

292. On June 11, 2019, DBPR investigator Paula Bouie sent WINDSOR a letter about the Complaint he filed over failure to produce records for January 9, 2019, February 5, 2019, February 22, 2019, and February 27, 2019 in response to Inspection of Records Requests. [EXHIBIT 1014.]

293. On June 13, 2019, a second Final Order of Dismissal (“SECOND FINAL ORDER OF DISMISSAL”) was filed in DBPR Case No. 2019-02-1020. [EXHIBIT 1008.]

294. On June 14, 2019, SUE Yokley purchased Unit C3 from Medea Minnich. She paid \$48,000. [EXHIBIT 1426.]

295. On June 17, 2019, the buyers of his Unit B3 condo canceled the purchase agreement. They canceled because of the excessive monthly “dues” and the lack of amenities at Coach Houses. [EXHIBIT 1016.] On June 17, 2019, WINDSOR sent an email to the owners advising them that his sale fell through. [EXHIBIT 1040.]

296. On June 17, 2019, WINDSOR sent an email to the ASSOCIATION demanding that the Building B carpets be cleaned. [EXHIBIT 1041.]

297. On June 18, 2019, WINDSOR sent the ASSOCIATION an email stating that the potential buyers for his condo were repulsed by the carpets and the failure to have the Liebls clean the carpets undoubtedly contributed to the loss of a sale. [EXHIBIT 1156.]

298. On June 18, 2019, the MOTION FOR REHEARING in DBPR Case No. 2019-02-1020 was executed, served, and sent to DBPR for filing. [EXHIBIT 1018.]

299. On June 18, 2019, the FOURTH AFFIDAVIT in DBPR Case No. 2019-02-1020 was executed, served, and sent to DBPR for filing. [EXHIBIT H.]

300. On June 18, 2019, the THIRD AFFIDAVIT in DBPR Case No. 2019-02-1020 was executed, served, and sent to DBPR by email. [EXHIBIT G.]

301. On June 18, 2019, PETITIONER’S RESPONSE TO RESPONDENT’S MOTION TO DISMISS AND MOTION TO STRIKE RESPONDENT’S MOTION TO DISMISS in DBPR Case No. 2019-02-1020 was executed, served, and sent to DBPR for filing. [EXHIBIT 1022.]

302. On June 20, 2019, a purported Board Meeting was held. [EXHIBIT 1059.] [EXHIBIT 1368 is the Minutes.] Barbara and Larry Lunsford attended the meeting as did SERGIO and CHARLIE ANN. There was no discussion of quorum (0:00 to 0:42 in the video.) CHARLIE ANN denied his right to speak on the subject of "reorganization of the Board." [EXHIBIT 1059 from 1:04 to 1:30.] At 2:50, WINDSOR asked "what about the eight open spots on the Board?" CHARLIE ANN said the meeting was adjourned. She then ordered me to leave the building. The remainder of the video is CHARLIE ANN escorting WINDSOR out of the building. Later that day, owner Larry Lunsford informed WINDSOR that two Leesburg Police Officers arrived after he left. As the video shows, there was absolutely no basis for reporting WINDSOR to the police.

303. On June 21, 2019, WINDSOR sent a Notice of Intent to File Petition for Arbitration and/or a Lawsuit Regarding Violations of Corporate Documents, Rules, and Florida Statutes to BRIAN of C&M. [EXHIBIT 1080.] EXHIBIT 542 is the certified mail receipt.

304. On June 21, 2019, the MOTION FOR REHEARING in Case No. 2019-02-1020 was executed, served, and sent to DBPR by mail. [EXHIBIT 1018.] The Microsoft Word version of this filing is EXHIBIT 1019. EXHIBIT 476 is the Certified Mail Receipt.

305. On June 21, 2019, the FOURTH AFFIDAVIT in Case No. 2019-02-1020 was executed, served, and sent to DBPR by mail. [EXHIBIT H.] The Microsoft Word version of this filing is EXHIBIT 1024.

306. On June 21, 2019, the THIRD AFFIDAVIT in Case No. 2019-02-1020 was executed, served, and sent to DBPR by mail. [EXHIBIT G.]

307. On June 21, 2019, PETITIONER'S RESPONSE TO RESPONDENT'S MOTION TO DISMISS AND MOTION TO STRIKE RESPONDENT'S MOTION TO DISMISS in Case

No. 2019-02-1020 was executed, served, and sent to DBPR by mail. [EXHIBIT 1022.]

EXHIBIT 1037 is the certified mail receipt for the THIRD AFFIDAVIT, FOURTH AFFIDAVIT, PETITIONER'S RESPONSE TO RESPONDENT'S MOTION TO DISMISS AND MOTION TO STRIKE RESPONDENT'S MOTION TO DISMISS, and MOTION FOR REHEARING in DBPR Case No. 2019-02-1020 that was served on KLEMM. [EXHIBIT 522 is the certified mail receipt.]

308. On June 23, 2019, WINDSOR sent a Notice of Intent to Apply for Receivership to the ASSOCIATION. [EXHIBIT 569.]

309. On June 23, 2019, WINDSOR emailed the ASSOCIATION with a request to be able to post the Notice of Intent to Apply for Receivership where conspicuous notices are posted. [EXHIBIT 1039.] There was no response.

310. On June 25, 2019, Ronell James of DBPR sent WINDSOR a letter saying the ASSOCIATION provided documentation to show his issue in Case No. 2019028466 was before federal court in Atlanta, Georgia. [EXHIBIT 1139.] This is absolutely false, and WINDSOR suspects forgery.

311. On June 25, 2019, WINDSOR served his Motion for Default and Motion for Fees and Costs in DBPR Case No. 2019-02-6384. [EXHIBIT 1186.]

312. On June 27, 2019, WINDSOR received RESPONDENT'S MOTION TO DISMISS FOR FAILURE TO STATE A CAUSE OF ACTION in DBPR Case No. 2019-02-6834. [EXHIBIT 1042.]

313. On June 28, 2019, WINDSOR sent a Motion for Leave to file Condominium Arbitration Complaints to the U.S. District Court for the Northern District of Georgia – Case No. 1-11-CV-01923-TWT. [EXHIBIT 1202.]

314. On June 29, 2019, WINDSOR paid Stanley Steemer \$83.75 to clean the carpets in Building B. [EXHIBIT 1062.]

315. On June 29, 2019, WINDSOR sent an email to inform owners that he had been reported to the police by the ASSOCIATION or SENTRY on June 20, 2019. [EXHIBIT 1088.] [EXHIBIT 1059 at 2:50, I asked "what about the eight open spots on the Board?" CHARLIE ANN said the meeting was adjourned. She then ordered WINDSOR to leave the building. The remainder of the video is CHARLIE ANN escorting WINDSOR out of the building. Later that day, owner Larry Lunsford informed WINDSOR that two Leesburg Police Officers arrived after he left. As the video shows, there was absolutely no basis for reporting WINDSOR to the police.

316. On June 29, 2019, WINDSOR sent for filing his Response to Respondent's Motion to Dismiss and Motion to Strike Respondent's Motion to Dismiss in DBPR Case No. 2019-02-6834. [EXHIBIT 1089.]

317. On June 29, 2019, WINDSOR sent the DBPR and RUSSELL Klemm of C&M an email with his Motion to Strike the Motion to Dismiss in DBPR Case No. 2019-02-6834. [EXHIBIT 1090.]

318. On July 2, 2019, an Order Denying Petitioner's Motion for Rehearing ("ORDER DENYING MOTION FOR REHEARING") was filed in DBPR Case No. 2019-02-1020. [EXHIBIT 1071.]

319. On July 8, 2019, WINDSOR sent an email to inform the ASSOCIATION, Sentry, and C&M that someone had stolen his Notices of Intent to Apply for Receivership at Coach Houses at Leesburg. [EXHIBIT 1086.] ED Broom, Jr. responded that he removed one of the three notices as someone wrote "FUCK YOU" on it. EXHIBIT 1087 is the Notice that was defaced and removed by ED.

320. On July 8, 2019, WINDSOR posted new Notices of Intent to Apply for Receivership at Coach Houses at Leesburg. [EXHIBIT 1070.]

321. On July 8, 2019, WINDSOR sent an email to the DBPR Ombudsman asking who to contact about a complaint against DBPR Arbitrator MAHLON C. Rhaney. [EXHIBIT 1199.]

322. On July 8, 2019, WINDSOR sent a MOTION FOR AMENDMENT TO ORDER REQUIRING RESPONSE in DBPR Case No. 2019-02-6834. [EXHIBIT 1331.]

323. On July 13, 2019, WINDSOR wrote a Letter to Ronell James of the DBPR regarding Inspection of Records Requests. [EXHIBIT 1141.] EXHIBIT 1067 is the certified mail receipt. EXHIBIT 1268 is the signed certified mail receipt. WINDSOR advised Ronell James that there is no issue before a federal court. WINDSOR advised him that he suspected fraud and perhaps forgery.

324. On July 13, 2019, WINDSOR wrote a Letter to Paula Bouie of the DBPR regarding Inspection of Records Requests. [EXHIBIT 1142.] EXHIBIT 1068 is the certified mail receipt. EXHIBIT 1269 is the signed certified mail receipt. WINDSOR advised her that there is no proceeding before a court. He suggested that there is fraud and perhaps forgery by the ASSOCIATION or its purported attorney. There has been no response.

325. On July 16, 2019, WINDSOR filed a Request for Trial De Novo with the County Court in Lake County, Florida. [EXHIBIT 1073.] WINDSOR served it by certified mail on the DBPR and the attorney for the ASSOCIATION, the Defendants. EXHIBIT 1074 is the Certified Mail Receipt to MAHLON C. Rhaney of the DBPR. EXHIBIT 1075 is the Certified Mail Receipt to the attorney for the ASSOCIATION. EXHIBIT 1076 is the postal receipt. EXHIBIT 1149 is the proof of delivery to MAHLON C. Rhaney of the DBPR. EXHIBIT 1150 is the proof

of delivery to the attorney for the ASSOCIATION. It was assigned Case No, 35-2019-CA-001528. [EXHIBIT 1854 is the full file on this case.]

326. On July 16, 2019, WINDSOR sent an email with notice regarding intent to file a legal action for racketeering activity. [EXHIBIT 1077.]

327. On July 16, 2019, WINDSOR sent an email to inform members of the ASSOCIATION that he filed Case No. 2019-CA-001528 in County Court of Lake County, Florida. [EXHIBIT 1078.]

328. On July 19, 2019, an Inspection of Records was held at SENTRY. WINDSOR 's request was dated June 26, 2019. [EXHIBIT 1038.] Virtually none of the requested records were produced. EXHIBIT 1146 contains all of the pdf files produced on a laptop. EXHIBIT 1147-1 to EXHIBIT 1147-41 contains photos that WINDSOR took of the records produced. Almost all of these were produced previously and were not responsive to previous requests. EXHIBIT 1109-1 to EXHIBIT 1109-29 are all the photocopies WINDSOR made during the July 19, 2019 Inspection of Records.

329. On July 19, 2019, WINDSOR sent a letter to the ASSOCIATION and BRIAN of C&M about the failure to produce the requested records in response to Inspection of Records Requests. [EXHIBIT 1092.] Virtually none of the requested records were produced.

330. On July 19, 2019, WINDSOR sent a Fifth Notice of Intent to File Petition for Arbitration and/or Lawsuit due to Failure to Produce Records for Inspection to the ASSOCIATION and BRIAN of C&M. [EXHIBIT 1093.]

331. On July 19, 2019, WINDSOR sent an email to owners of the ASSOCIATION, purported Directors of the ASSOCIATION, ISABEL, ED, SERGIO; BRIAN, NEAL, and RUSSELL of C&M; BRAD, ART, and CHARLIE ANN of SENTRY. This was regarding fraud

charges against Coach Houses, purported Directors, SENTRY, and C&M. [EXHIBIT 1095.]

The email detailed dozens of requests for any minutes of the purported August 2017 meeting where some claim the BYLAWS were amended. The Minutes do not indicate that the BYLAWS were amended. THERE ARE NO MINUTES OF ANY MEETING OF COACH HOUSES TO AMEND THE BYLAWS TO CHANGE THE DATE OF THE ANNUAL MEETING AND ELECTION. The March 22, 2019 meetings and election were a fraud, and we have no lawfully-elected directors or officers. August 1, 2017 violations were detailed. [See SOF 331.]

332. On July 19, 2019, WINDSOR sent an email to the ASSOCIATION, SENTRY, and C&M regarding the July 19, 2019 Inspection of Records. [EXHIBIT 1296.]

333. On July 19, 2019, WINDSOR sent an email with copies of all July 19, 2019 letters to the ASSOCIATION, SENTRY, and C&M. [EXHIBIT 1096.]

334. On July 22, 2019, a purported Board Meeting was held. [EXHIBIT 1280.] No minutes were published for the purported meeting. Video of the meeting is EXHIBIT 1135-1, EXHIBIT 1135-2, EXHIBIT 1135-3, EXHIBIT 1135-4, EXHIBIT 1135-5, EXHIBIT 1135-6, EXHIBIT 1135-7. There was no quorum, and CHARLIE ANN refused to justify how the meeting could be held. WINDSOR proposed to end all legal action against the ASSOCIATION if they would admit and correct all the wrongdoing. There was no response. CHARLIE ANN blurted out that there is a Board Portal on the SENTRY website for the ASSOCIATION. These documents have never been produced to WINDSOR in Inspection of Records. This provides absolute proof of violations of the Florida Statutes and BYLAWS regarding Inspection of Records.

335. On July 22, 2019, WINDSOR sent an email to owners about the purported Board Meeting of July 22, 2019. [EXHIBIT 1281.] WINDSOR demanded that the purported Board act

to put an end to the fraud on the non-existent amendment to the bylaws to change the annual election date.

336. On July 25, 2019, WINDSOR sent an email to the ASSOCIATION informing all that he is seeking \$12,000 pursuant to Florida statutes for failure to produce records for inspection. [EXHIBIT 1274.]

337. On July 27, 2019, WINDSOR's Petition for Mandatory Non-Binding Arbitration for Failure to Produce Records for Inspection was sent to the DBPR for filing. It was assigned DBPR Case No. 2019-03-8814. [EXHIBIT 1190.]

338. On July 27, 2019, WINDSOR sent an email to the ASSOCIATION about the owners who are being allowed to illegally rent their condos. [EXHIBIT 1283.]

339. On July 28, 2019, WINDSOR sent an email to the ASSOCIATION about the failure to remove the "enhancement" outside Unit B2. [EXHIBIT 1282.]

340. On July 29, 2019, WINDSOR's Petition for Mandatory Non-Binding Arbitration for Failure to Produce Records for Inspection was filed by the DBPR. It was assigned DBPR Case No. 2019-03-8814. [EXHIBIT 1190.]

341. On July 30, 2019, WINDSOR sent his Mandatory Non-Binding Petition Form Regarding Failure to Require Udo and Dorothy Liebl to Remove Unauthorized Appurtenances and Clean Carpets. [EXHIBIT 1191.] This was assigned Case No. 2019-04-0349.

342. On July 31, 2019, the Arbitrator issued a FINAL ORDER OF DISMISSAL in DBPR Case No. 2019-02-6834. [EXHIBIT 1184.] WINDSOR was served a copy by email on August 1, 2019. [EXHIBIT 1243.]

343. On August 1, 2019, WINDSOR served his Request for Findings of Fact and Conclusions of Law in DBPR Case No. 2019-02-6834 on MAHLON C. Rhaney, Jr. and the ASSOCIATION. [EXHIBIT 1188.]

344. On August 1, 2019, WINDSOR sent by email a Request for Findings of Fact and Conclusions of Law in DBPR Case No. 2019-02-6834 to the DBPR and the ASSOCIATION. [EXHIBIT 1187.]

345. On August 2, 2019, the Arbitrator issued another FINAL ORDER OF DISMISSAL in DBPR Case No. 2019-02-6834. [EXHIBIT 1185.] It appears to be identical to the July 31, 2019 "FINAL ORDER OF DISMISSAL," and no explanation was provided as to why there are two final orders of dismissal.

346. On August 2, 2019 at 8:37 p.m., WINDSOR sent an email to the owners of the ASSOCIATION complaining about false advertising by OMAR and Dorothy Liebl. [EXHIBIT 1273.] There was no response.

347. On August 3, 2019 at 6:32 p.m., WINDSOR sent an email to the owners of the ASSOCIATION, SENTRY, and C&M complaining about cleaning of the common area carpets. [EXHIBIT 1279.]

348. On August 5, 2019, the Arbitrator issued an ORDER DENYING MOTION FOR REHEARING in DBPR Case No. 2019-02-6834 regarding the March 22, 2019 election. [EXHIBIT 1211.] WINDSOR did not file a motion for rehearing. MAHLON claimed a request for findings of fact and conclusions of law was a motion for rehearing. WINDSOR received a copy of the ORDER by email from Tia King of DBPR. [EXHIBIT 1271.]

349. On August 6, 2019, the Arbitrator issued a FINAL ORDER OF DISMISSAL in DBPR Case No. 2019-03-8814 regarding inspection of books and records. [EXHIBIT 1192.]

350. On August 9, 2019, MAHLON of the DBPR issued a FINAL ORDER OF DISMISSAL in Case No. 2019-04-0349, the petition regarding Building B at Coach Houses. [EXHIBIT 1196.]

351. On August 9, 2019 at 1:32 p.m., WINDSOR received an email from Tia King at the DBPR with a FINAL ORDER OF DISMISSAL in Case No. 2019-04-0349, the petition regarding Building B at Coach Houses. [EXHIBIT 1197.]

352. On August 9, 2019 at 5:15 p.m., WINDSOR sent an email to Ms. King at DBPR regarding ex parte communication by MAHLON. [EXHIBIT 1195.]

353. On August 14, 2019, WINDSOR mailed for filing a Notice of Order, Motion for Recusal, Affidavit, and Certificate of Counsel in in DBPR Case No. 2019-03-8814, 2019-02-1020, 2019-02-6834, and 2019-04-0349. [EXHIBIT 1236.] He also emailed it to the DBPR and RUSSELL Klemm. [EXHIBIT 1237.] The Affidavit in Support of Motion for Recusal of Mahlon C. Rhaney, Jr. in DBPR Case No, 2019-02-1020 is EXHIBIT 1246. The Affidavit in Support of Motion for Recusal of Mahlon C. Rhaney, Jr. in DBPR Case No, 2019-02-6834 is EXHIBIT 1247. The Affidavit in Support of Motion for Recusal of Mahlon C. Rhaney, Jr. in DBPR Case No, 2019-03-8814 is EXHIBIT 1248. The Affidavit in Support of Motion for Recusal of Mahlon C. Rhaney, Jr. in DBPR Case No, 2019-04-3349 is EXHIBIT 1249. The Certificate of Counsel of Record in DBPR Case No, 2019-02-1020 is EXHIBIT 1250. The Certificate of Counsel of Record in DBPR Case No, 2019-02-6834 is EXHIBIT 1251. The Certificate of Counsel of Record in DBPR Case No, 2019-03-8814 is EXHIBIT 1252. The Certificate of Counsel of Record in DBPR Case No, 2019-04-3349 is EXHIBIT 1253. The Motion for Recusal of Mahlon C. Rhaney, Jr. in DBPR Case No, 2019-02-1020 is EXHIBIT 1254. The Motion for Recusal of Mahlon C. Rhaney, Jr. in DBPR Case No, 2019-02-6834 is

EXHIBIT 1255. The Motion for Recusal of Mahlon C. Rhaney, Jr. in DBPR Case No, 2019-03-8814 is EXHIBIT 1256. The Motion for Recusal of Mahlon C. Rhaney, Jr. in DBPR Case No, 2019-04-3349 is EXHIBIT 1257.

354. On August 15, 2019 at 12:19 a.m., WINDSOR sent an email to the DBPR and RUSSELL Klemm with copies of the Motion for Rehearing in DBPR Case No. 2019-02-6834 that was mailed on August 14, 2019. [EXHIBIT 1235.]

355. On August 15, 2019 at 9:49 a.m., WINDSOR received five emails from Tia King of DBPR saying electronic filings are not acceptable. [EXHIBIT 1218.]

356. On August 15, 2019 at 1:43 p.m., Tia King of DBPR provided WINDSOR with the contact information for Alison Parker, the DBPR Deputy General Counsel who would be handling his complaint against MAHLON. [EXHIBIT 1234.]

357. On August 15, 2019 at 1:54 p.m., WINDSOR sent an email to Alison Parker of DBPR. It was a formal complaint against MAHLON. [EXHIBIT 1224.] WINDSOR sent a copy to RUSSELL Klemm. [EXHIBIT 1233.]

358. On August 17, 2019, WINDSOR sent by certified mail his August 16, 2019 letter identifying the Records that were not produced at the Inspection of Records on August 16, 2019. [EXHIBIT 1228.]

359. On August 17, 2019, WINDSOR sent by certified mail his Sixth Notice of Intent to File Petition for Arbitration and/or Lawsuit due to Failure to Produce Records for Inspection. [EXHIBIT 1230.]

360. On August 17, 2019, WINDSOR sent by email his Sixth Notice of Intent to File Petition for Arbitration and/or Lawsuit due to Failure to Produce Records for Inspection and the letters that he mailed by certified mail that day. [EXHIBIT 1227.]

361. On August 19, 2019, WINDSOR received an email from Alison Parker of DBPR saying she would look into the complaint against MAHLON. [EXHIBIT 1225.]

362. On August 19, 2019, WINDSOR sent an email to Alison Parker of DBPR saying he would provide the requested information promptly. [EXHIBIT 1226.]

363. On August 20, 2019, WINDSOR sent BRIAN of C&M by certified mail a Notice of Intent to File a Petition for Arbitration regarding the August 2017 meetings. [EXHIBIT 1239.] EXHIBIT 1278 is the signed receipt. WINDSOR emailed it to the ASSOCIATION, SENTRY, and the attorneys at C&M. [EXHIBIT 1240.] [EXHIBIT 1263 is the signed certified mail receipt.]

364. On August 21, 2019, WINDSOR sent an email to Alison Parker of DBPR saying he would be sending a flash drive. [EXHIBIT 1270.]

365. On August 22, 2019, MAHLON filed a Notice After Order Denying Petitioner's Motion for Rehearing and Petitioner filing for Trial De Novo. [EXHIBIT 1261.]

366. On August 22, 2019, WINDSOR sent an email to Alison Parker of DBPR. He told her that MAHLON C. Rhaney, Jr. had refused to recuse himself and did not address the facts. WINDSOR told her that he would have to sue MAHLON and the DBPR. [EXHIBIT 1277.]

367. On August 23, 2019, MAHLON C. Rhaney, Jr. filed an ORDER DENYING MOTION FOR REHEARING in DBPR Case No. 2019-02-6384. [EXHIBIT 1276.] He did not address two other motions, but he included them in his order.

368. On August 26, 2019, WINDSOR emailed Alison Parker of DBPR to say that MAHLON had refused to recuse himself and that he was convinced he is corrupt. [EXHIBIT 1299.]

369. On August 27, 2019, WINDSOR emailed Alison Parker of DBPR to cite Article 1, Section 21 of the Florida Constitution as a fundamental law that MAHLON had violated. [EXHIBIT 1319.]

370. On August 27, 2019, Alison Parker of DBPR emailed WINDSOR to say she would have a response to him shortly. [EXHIBIT 1319.]

371. On August 27, 2019, WINDSOR filed a FIRST AMENDED REQUEST FOR TRIAL DE NOVO in Case No. 2019-CA-001528 in County Court of Lake County, Florida. MAHLON and RUSSELL Klemm were served with copies. [EXHIBIT 1473.]

372. On August 27, 2019, WINDSOR emailed Alison Parker of DBPR to say he had two more petitions to file, and he expressed that he did not want MAHLON to be the arbitrator. [EXHIBIT 1320.]

373. On August 28, 2019, Alison Parker, Deputy General Counsel of DBPR, sent WINDSOR a letter ignoring the issues in his complaint against MAHLON. [EXHIBIT 1288.]

374. On August 28, 2019, WINDSOR emailed Ray Treadwell, General Counsel of DBPR, to say "I need to speak with you about incompetence and/or corruption on your staff." [EXHIBIT 1298.].

375. On August 29, 2019, WINDSOR filed a First Amended Request for Trial De Novo in Case No, 35-2019-CA-001528. [EXHIBIT 1854.]

376. On August 29, 2019, WINDSOR filed a Request for Trial De Novo in Lake County Court. [EXHIBIT 1289.] It was assigned Case No. 2019-CA-1871. On August 29, 2019, I served MAHLON and RUSSELL of C&M by email. [EXHIBIT 1292.] WINDSOR served MAHLON and RUSSELL of C&M by certified mail. EXHIBIT 1290 is the certified mail receipt for MAHLON, and EXHIBIT 1291 is the certified mail receipt for RUSSELL of

C&M. EXHIBIT 1351 is the signed certified mail receipt for RUSSELL of C&M. EXHIBIT 1336 is a signed certified mail receipt for MAHLON. [EXHIBIT 1855 is the full file on Case No. 2019-CA-001871.]

377. On September 3, 2019, Ray Treadwell, General Counsel of the DBPR, emailed me to say he would not speak with me about incompetence and/or corruption on his staff. [EXHIBIT 1293.]

378. On September 3, 2019, WINDSOR emailed Ray Treadwell, General Counsel of the DBPR emailed, to say he lied to him in his email. [EXHIBIT 1294.]

379. On September 4, 2019, MAHLON issued an ORDER DENYING MOTION FOR REHEARING, MOTION FOR RECUSAL AND REQUEST FOR DISCOVERY in DBPR Case No. 2019-04-0349. [EXHIBIT 1329.]

380. On September 4, 2019, MAHLON issued an ORDER DENYING MOTION FOR REHEARING, MOTION FOR RECUSAL AND REQUEST FOR DISCOVERY in DBPR Case No. 2019-03-8814. [EXHIBIT 1329.]

381. On September 6, 2019, WINDSOR served MAHLON and RUSSELL of C&M with his Notice of Order in DBPR Case No. 2019-02-1020, 2019-02-6834, 2019-03-8814, and 2019-04-0349. [EXHIBIT 1327.]

382. On September 6, 2019, WINDSOR mailed his Notice of Order to the DBPR and RUSSELL of C&M in DBPR Case No. 2019-02-6834. [EXHIBIT 1324.]

383. On September 6, 2019, WINDSOR mailed his Notice of Order to the DBPR and RUSSELL of C&M in DBPR Case No. 2019-03-8814. [EXHIBIT 1325.]

384. On September 6, 2019, WINDSOR mailed his Notice of Order to the DBPR and RUSSELL of C&M in DBPR Case No. 2019-04-0349. [EXHIBIT 1323.]

385. On September 6, 2019, WINDSOR mailed his Notice of Order to the DBPR and RUSSELL of C&M in DBPR Case No. 2019-02-1020. [EXHIBIT 1326.]

386. On September 8, 2019, WINDSOR sent an email to the members of the ASSOCIATION. [EXHIBIT 1434.]

387. On September 9, 2019, WINDSOR filed a SECOND AMENDED REQUEST FOR TRIAL DE NOVO in Case No. 2019-CA-001528 in Lake County Court. [EXHIBIT 1333.]

388. On September 9, 2019, WINDSOR filed a SECOND MOTION FOR CONFERENCE in Case No. 2019-CA-001528 in Lake County Court. [EXHIBIT 1334.]

389. On September 9, 2019, WINDSOR sent a PETITION FOR ARBITRATION REGARDING FAILURE TO ALLOW INSPECTION OF BOOKS AND RECORDS to the DBPR for filing. [EXHIBIT 1332.] EXHIBIT I thereto is the FIFTH VERIFIED AFFIDAVIT OF WILLIAM M. WINDSOR IN SUPPORT OF MANDATORY NON-BINDING PETITION FOR ARBITRATION.

390. On September 9, 2019, WINDSOR sent a REQUEST FOR DISCOVERY [EXHIBIT 1335] for filing with the PETITION FOR ARBITRATION REGARDING FAILURE TO ALLOW INSPECTION OF BOOKS AND RECORDS. [EXHIBIT 1332.]

391. On September 13, 2019, WINDSOR emailed a letter demanding an Inspection of Records that were not provided. [EXHIBIT 1352.]

392. On September 15, 2019, WINDSOR emailed the ASSOCIATION his Notice of Intent to file a Petition for Arbitration regarding Inadequate Notice of Meetings. [EXHIBIT 1362.]

393. On September 16, 2019, WINDSOR mailed the ASSOCIATION by certified mail his Notice of Intent to file a Petition for Arbitration regarding Inadequate Notice of Meetings.

[EXHIBIT 1363.] EXHIBIT 1369 is the certified mail receipt. EXHIBIT 1441 is the signed certified mail receipt.

394. On September 17, 2019, WINDSOR emailed notice to the ASSOCIATION, Sentry, and C&M that he was still working on his massive legal action against Coach Houses. [EXHIBIT 1439.]

395. On September 21, 2019, WINDSOR received a Notice of Intent to File Lien. It showed WINDSOR to owe \$678.68, and they charged WINDSOR \$107.20 for Intent to File Lien Notice. It was dated September 13, 2019 but was not received until eight days later.

396. On September 23, 2019, WINDSOR sent an email to the members of the ASSOCIATION, SENTRY, and C&M. [EXHIBIT 1435.] This was about SENTRY charging fees for filing Notice of a Lien when not permitted in the corporate documents.

397. On September 23, 2019, WINDSOR sent a certified letter to BRIAN of C&M. [EXHIBIT 1436.] This was about SENTRY charging fees for filing Notice of a Lien when not permitted in the corporate documents.

398. On September 21, 2019, WINDSOR sent an email regarding the Notice of Intent to File Lien. WINDSOR asked to be shown where in the corporate documents a \$107.20 fee was specified. [EXHIBIT 1395.] There was no response.

399. On September 21, 2019, WINDSOR emailed a Notice of Intent to File a Petition for Arbitration by certified mail to the ASSOCIATION. [EXHIBIT 1393.] EXHIBIT 1442 is the signed certified mail receipt.

400. On September 23, 2019, WINDSOR mailed a Notice of Intent to File a Petition for Arbitration by certified mail to the ASSOCIATION. [EXHIBIT 1393.] This regards all of the disputes WINDSOR has documented. EXHIBIT 1443 is the signed certified mail receipt.

401. On September 23, 2019, WINDSOR emailed a Notice of Intent to File a Petition for Arbitration regarding fraud with the December 12, 2018 meetings to the ASSOCIATION, SENTRY, and C&M. [EXHIBIT 1437.]

402. On September 23, 2019, WINDSOR sent an email to the members of the ASSOCIATION, SENTRY, and C&M. [EXHIBIT 1435.] This was about SENTRY charging fees for filing Notice of a Lien when not permitted in the corporate documents.

403. On September 29, 2019, WINDSOR emailed a message to the ASSOCIATION, SENTRY, and C&M. [EXHIBIT 1424.]

404. On October 8, 2019, WINDSOR sent BRIAN of C&M notice of a Fair Credit Collection Act dispute. [EXHIBIT 1459.] EXHIBIT 1457 is the Certified Mail Receipt. EXHIBIT 1458 is the signed Certified Mail Receipt.

405. On October 8, 2019, WINDSOR sent an email to C&M, SENTRY, and the purported Board of the ASSOCIATION with notice of a Fair Credit Collection Act dispute. [EXHIBIT 1456.]

406. On September 6, 2020, WINDSOR emailed all of the owners of the ASSOCIATION; BRAD, Debra Zimmerman, Katie Ciccotelli, CHARLIE ANN, and ART with SENTRY; NEAL, RUSSELL, and BRIAN with C&M; and DBPR. [EXHIBIT 1798.] WINDSOR enclosed a copy of his letter to the Secretary of State. He wrote: "I demand that Russell Klemm cease pretending to represent the ASSOCIATION in legal matters in Lake County or with the DBPR. He has no authority, and he just lies all the time." WINDSOR enclosed his letter seeking to have the corporate charter revoked. He also said: "Please do not pay any money to Sentry or Clayton & McCulloh until this is resolved. I will consider so to be a breach of fiduciary duty."

407. On October 16, 2019, WINDSOR finalized his Petition for Arbitration regarding many issues, signed, and had it notarized. [EXHIBIT 1453.] This was sent by certified mail to the DBPR. EXHIBIT 1460 is the Cashier's Check for the filing fee. EXHIBIT 1472 is the cover letter. It also asks why there has been no response to his September 9, 2019 filing.

408. On October 16, 2019, WINDSOR finalized his SIXTH VERIFIED AFFIDAVIT, signed, and had it notarized. [EXHIBIT 1455.] This was sent by certified mail to the DBPR. EXHIBIT 1483 is the signed certified mail receipt. EXHIBIT 1487 is the cover letter.

409. On November 14, 2019, a purported Board Meeting was held, and a purported Special Members Meeting was held. WINDSOR attended by telephone. There is supposed to be an audio recording, but WINDSOR's requests have been ignored. EXHIBIT 1484 is the agenda. EXHIBIT 1485 is the package mailed to owners. EXHIBIT 1486 is the agenda posted on bulletin boards.

410. On November 14, 2019, WINDSOR served a Notice of Intent to file Petition for Arbitration regarding a purported Board Meeting and a purported Members' Meeting on November 14, 2019 that were not properly conducted. [EXHIBIT 1491.]

411. On November 27, 2019, RUSSELL Klemm of C&M filed RESPONDENT'S MOTION TO DISMISS FOR FAILURE TO STATE A CAUSE OF ACTION AND TO COMPLY WITH ARBITRATION FINAL ORDER OF DISMISSAL in DBPR Case No. 2019-04-7339. [EXHIBIT 1475.]

412. On December 1, 2019, WINDSOR sent an email to the ASSOCIATION, C&M, and SENTRY asking to have someone at Friday's Inspection of Records to show him where each record is located. [EXHIBIT 1488.] He also mailed a copy to BRIAN of C&M.

413. On December 6, 2019, WINDSOR conducted an Inspection of Records. Richard Ritterpusch of SENTRY met him at Sentry's office and told me that no one would be available to answer any questions or direct him to any specific documents. He showed WINDSOR 15 Banker's Boxes and four file folders. WINDSOR was also given the ability to download three file folders from a laptop. [EXHIBIT 1505. EXHIBIT 1506. EXHIBIT 1507.] WINDSOR immediately realized that very few of the records he had requested were being produced. EXHIBIT 1508 is a photo of the 15 Banker's Boxes, file folders, and laptop with three file folders. EXHIBIT 1509 is a photo of the downloading from the laptop. EXHIBIT 1510 is the four file folders. Three of the paper file folders had been produced before. The fourth [EXHIBIT 1511 and EXHIBIT 1512] were the records from the purported November 14, 2019 meeting. EXHIBIT 1513, EXHIBIT 1514, EXHIBIT 1515, EXHIBIT 1516, EXHIBIT 1517, EXHIBIT 1518, EXHIBIT 1519, EXHIBIT 1520, EXHIBIT 1521, EXHIBIT 1522, EXHIBIT 1523, EXHIBIT 1524, EXHIBIT 1525, EXHIBIT 1526, EXHIBIT 1527, EXHIBIT 1528, EXHIBIT 1529, EXHIBIT 1530, and EXHIBIT 1531 are boxes that had been produced previously. WINDSOR went through each of the boxes, and EXHIBIT 1532 is the only folder WINDSOR had not previously photocopied.

414. On December 6, 2019, resignations in writing were not produced for OMAR Nuseibeh, VICKI Hedrick, Jason Chandler, Carol Still, or Donna Hey. Should the DBPR rule that they were lawfully elected, this could mean they are still Directors and have failed to attend any Board Meeting since March 22, 2019.

415. On January 15, 2020, an ORDER SETTING CAUSE FOR CASE MANAGEMENT CONFERENCE was filed in Case No. 2019-CA-001871-AXXX-XX in the County Court of the Fifth Judicial District in Lake County, Florida. [EXHIBIT 1545.]

416. On January 31, 2020, RUSSELL Klemm filed DEFENDANT'S LIMITED APPEARANCE AND DESIGNATION OF E-MAIL ADDRESSES PURSUANT TO FLA. R. JUD. ADMIN. 2.515 AND 2.516 in Case No. 2019-CA-001871-AXXX-XX in the County Court of the Fifth Judicial District in Lake County, Florida. [EXHIBIT 1546.]

417. On February 3, 2020, a NOTICE OF HEARING ON CASE MANAGEMENT was filed in DBPR Case No. 2019-04-7339 and DBPR Case No. 2019-05-3927. The Hearing was set for February 18, 2020. [EXHIBIT 1544.] [EXHIBIT 1852 is the full file on Case No. 2019-04-7339.]

418. On February 5, 2020, RUSSELL Klemm filed DEFENDANT'S LIMITED APPEARANCE AND REQUEST FOR JUDICIAL NOTICE" in Case No. 2019-CA-001871-AXXX-XX in the County Court of the Fifth Judicial District in Lake County, Florida. [EXHIBIT 1547.]

419. On February 10, 2020, Judge James R. Baxley conducted a Case Management Conference in Case No. 2019-CA-001871-AXXX-XX in the County Court of the Fifth Judicial District in Lake County, Florida. RUSSELL Klemm attended in person, and WINDSOR attended by CourtCall telephone. Klemm told Judge Baxley that he had not received service in the case. This was a lie. This is detailed and documented in EXHIBIT 1550. RUSSELL told Judge Baxley that WINDSOR could not pursue the case as he had moved to Texas. RUSSELL said the President of the ASSOCIATION had informed him of this. This was a lie. Since September 2017, WINDSOR has owned Condo Unit B3 at Coach Houses at Leesburg in Leesburg, Florida. RUSSELL told Judge Baxley that WINDSOR could not pursue the case because of a federal court order in Georgia. This is a lie, and RUSSELL has been sent proof on

many, many occasions. Judge Baxley indicated that WINDSOR needed to spell out his complaint. He set a subsequent Case Management Conference for March 9, 2020 at 3:45 pm.

420. On February 11, 2020, WINDSOR prepared a PROOF OF SERVICE for filing in Case No. 2019-CA-001871-AXXX-XX in the County Court of the Fifth Judicial District in Lake County, Florida. [EXHIBIT 1550.] This was prepared because RUSSELL told Judge James R. Baxley that he had not been served. As EXHIBIT 1550 shows, RUSSELL was served by certified mail and email on August 29, 2019. The email and the signed certified mail receipt were attached as proof. WINDSOR planned to file and serve this on February 18, 2020.

421. On February 18, 2020, WINDSOR prepared a FIRST AMENDED VERIFIED COMPLAINT ON REQUEST FOR TRIAL DE NOVO for filing in Case No. 2019-CA-001871-AXXX-XX in the County Court of the Fifth Judicial District in Lake County, Florida. [EXHIBIT 1551.] An AFFIDAVIT was attached thereto as EXHIBIT K.

422. On February 18, 2020, WINDSOR prepared a MOTION TO STRIKE JUDICIAL NOTICE for filing in Case No. 2019-CA-001871-AXXX-XX in the County Court of the Fifth Judicial District in Lake County, Florida. [EXHIBIT 1552.]

423. On February 19, 2020, WINDSOR filed a First Amended Complaint on Request for Trial De Novo in Case No. 35-2019-CA-001528. [EXHIBIT 1674.]

424. On February 20, 2020, the First Amended Complaint on Request for Trial De Novo in Case No. 35-2019-CA-001528 was served on the registered agent for the ASSOCIATION. [EXHIBIT 1854.]

425. On March 9, 2020, RUSSELL Klemm filed a Motion to Dismiss in Case No. 35-2019-CA-001871. [EXHIBIT 1778.]

426. On March 9, 2020, RUSSELL Klemm filed a Motion to Dismiss in Case No. 35-2019-CA-001528. [EXHIBIT 1854.]

427. On March 10, 2020, an Order setting a Case Management Conference was issued in Case No. 35-2019-CA-001528. [EXHIBIT 1854.]

428. On March 13, 2020, WINDSOR filed an Application for Default Judgment in Case No. 35-2019-CA-001528. [EXHIBIT 1672.]

429. On March 13, 2020, WINDSOR filed a Request to File Evidence on Flash Drive in Case No. 35-2019-CA-001528. [EXHIBIT 1677.]

430. On March 13, 2020, WINDSOR filed a Response to Motion to Dismiss in Case No. 35-2019-CA-001528. [EXHIBIT 1730.]

431. On March 17, 2020, RUSSELL Klemm filed a Motion to Strike and Motion for More Definitive Statement for the ASSOCIATION in Case No. 35-2019-CA-001528. [EXHIBIT 1724.] [EXHIBIT 1725.]

432. On March 24, 2020, WINDSOR filed a Response to Motion to Dismiss in Case No. 35-2019-CA-001528. [EXHIBIT 1709.]

433. On May 7, 2020, the Court entered an Order Setting a Case Management Conference in Case No. 35-2019-CA-001871. [EXHIBIT 1732.]

434. On June 3, 2020, WINDSOR filed a Notice of Filing Proposed Orders in Case No. 35-2019-CA-001871. [EXHIBIT 1733.]

435. On June 11, 2020, WINDSOR filed a Response in Case No. 35-2019-CA-001528. [EXHIBIT 1854.]

436. On July 27, 2020, WINDSOR filed a Second Request for Judicial Notice in Case No. 35-2019-CA-001871. [EXHIBIT 1737.]

437. On July 27, 2020, WINDSOR filed a Request for Judicial Notice in Case No. 35-2019-CA-001871. [EXHIBIT 1738.]

438. On July 27, 2020, the Court entered an Order Granting Motion for More Definitive Statement in Case No. 35-2019-CA-001871. [EXHIBIT 1740.]

439. On July 27, 2020, WINDSOR filed an Amended Request for Judicial Notice in Case No. 35-2019-CA-001871. [EXHIBIT 1739.]

440. On August 3, 2020, WINDSOR filed a Motion for Reconsideration and Request for Findings of Fact in Case No. 35-2019-CA-001871. [EXHIBIT 1741.]

441. On August 3, 2020, WINDSOR filed an Amended Motion for Reconsideration and Request for Findings of Fact in Case No. 35-2019-CA-001871. [EXHIBIT 1742.]

442. On August 12, 2020, WINDSOR filed a Second Amended Complaint in Case No. 35-2019-CA-001871. [EXHIBIT 1743.]

443. On August 14, 2020, WINDSOR served a Request for Production in Case No. 35-2019-CA-001871. [EXHIBIT 1744.]

444. On August 25, 2020, WINDSOR filed an Amended Response to Motion to Dismiss in Case No. 35-2019-CA-001528. [EXHIBIT 1703.] [EXHIBIT 1704.] [EXHIBIT 1705.] [EXHIBIT 1706.]

445. On August 25, 2020, WINDSOR filed a Verified Affidavit in Case No. 35-2019-CA-001528. [EXHIBIT 1722.]

446. On August 25, 2020, WINDSOR filed a Memorandum of Law in Case No. 35-2019-CA-001528. [EXHIBIT 1702.]

447. On August 27, 2020, WINDSOR filed a Motion for Conference in Case No. 35-2019-CA-001528. [EXHIBIT 1701.]

448. On August 27, 2020, RUSSELL Klemm filed a Second Amended Notice of Hearing for September 1, 2020 in Case No. 35-2019-CA-001528. [EXHIBIT 1716.]

449. On August 29, 2020, WINDSOR filed a Motion for Default Judgment in Case No. 35-2019-CA-001871. [EXHIBIT 1871.]

450. On August 30, 2020, WINDSOR filed a Notice of Filing Exhibits – Parts 1 to 7 in Case No. 35-2019-CA-001528. [EXHIBIT 1688.] [EXHIBIT 1689.] [EXHIBIT 1690.] [EXHIBIT 1691.] [EXHIBIT 1692.] [EXHIBIT 1693.] [EXHIBIT 1694.]

451. On August 31, 2020, RUSSELL Klemm filed a Motion to Dismiss Second Amended Complaint in Case No. 35-2019-CA-001871. [EXHIBIT 1777.]

452. On September 2, 2020, WINDSOR filed a Second Motion to Strike and Motion for Sanctions in Case No. 35-2019-CA-001528. [EXHIBIT 1678.]

453. On September 4, 2020, WINDSOR filed a Notice of Filing Federal Court Order in Case No. 35-2019-CA-001871. [EXHIBIT 1745.]

454. On March 24, 2020, WINDSOR served a Request for Production in Case No. 35-2019-CA-001528. [EXHIBIT 1710.]

455. On September 4, 2020, WINDSOR filed a Complaint in the Fifth Judicial Circuit in Lake County, Florida. It was assigned Case No. 35-2020-001438. [EXHIBIT 1660.] [EXHIBIT 1856 is the full file on Case No. 2020-CA-001438.]

456. On September 4, 2020, WINDSOR filed a First Amended Complaint in Case No. 35-2020-001438 in the Fifth Judicial Circuit in Lake County, Florida. [EXHIBIT 1659.]

457. On September 4, 2020, WINDSOR filed a Third Motion to Strike the Motion to Dismiss in Case No. 35-2020-001438. [EXHIBIT 1713.]

458. On September 4, 2020, WINDSOR filed a Notice of Filing Federal Court Order in Case No. 35-2019-CA-001528. [EXHIBIT 1723.]

459. On September 4, 2020, WINDSOR filed a Motion to Strike in Case No. 35-2019-CA-001871. [EXHIBIT 1746.]

460. On September 6, 2020, WINDSOR mailed a complaint to the Florida Department of State seeking to have the ASSOCIATION's charter revoked. [EXHIBIT 1799.]

461. On September 6, 2020, WINDSOR emailed all of the owners of the ASSOCIATION; BRAD, Debra Zimmerman, Katie Ciccotelli, CHARLIE ANN, and ART with SENTRY; NEAL, RUSSELL, and BRIAN with C&M; and DBPR. [EXHIBIT 1798.] WINDSOR enclosed a copy of his letter to the Secretary of State. WINDSOR wrote: "I demand that Russell Klemm cease pretending to represent the ASSOCIATION in legal matters in Lake County or with the DBPR. He has no authority, and he just lies all the time." He enclosed his letter seeking to have the corporate charter revoked. WINDSOR also said: "Please do not pay any money to Sentry or Clayton & McCulloh until this is resolved. I will consider so to be a breach of fiduciary duty."

462. On September 6, 2020, WINDSOR filed an Amended Third Motion to Strike the Motion to Dismiss in Case No. 35-2020-001438. [EXHIBIT 1714.]

463. On September 6, 2020, WINDSOR filed an Amended Third Motion to Strike Defendant's Motions to Dismiss; Plaintiff's Motion for Sanctions; and Plaintiff's Motion to Disqualify Russell E. Klemm in Case No. 35-2019-CA-001871. [EXHIBIT 1746.]

464. On September 11, 2020, the Court issued an Order in Case No. 35-2019-CA-001528. [EXHIBIT 1707.] The Motion to Dismiss was denied, but the Motion for More Definitive Statement was Granted.

465. On September 11, 2020, WINDSOR filed Notices of Filing Exhibits – Parts 1 to 5 in Case No. 35-2019-CA-001528. [EXHIBIT 1695.] [EXHIBIT 1696.] [EXHIBIT 1697.] [EXHIBIT 1698.] [EXHIBIT 1699.]

466. On September 11, 2020, WINDSOR filed a Second Amended Complaint in Case No. 35-2019-CA-001528. [EXHIBIT 1700.]

467. On September 14, 2020, RUSSELL Klemm filed a Motion for Protective Order for the ASSOCIATION in Case No. 35-2019-CA-001871. [EXHIBIT 1750.]

468. On September 14, 2020, RUSSELL Klemm filed a Response to Request for Production for the ASSOCIATION in Case No. 35-2019-CA-001871. [EXHIBIT 1751.]

469. On September 18, 2020, a Memorandum of Law and Request for Judicial Notice was filed in Case No. 35-2019-CA-001871. [EXHIBIT 1753.]

470. On September 18, 2020, WINDSOR filed a Motion for Summary Judgment in Case No. 35-2019-CA-001871. [EXHIBIT 1754.] EXHIBIT A is his Affidavit in Support of Motion for Summary Judgment. [EXHIBIT 1755.] [EXHIBIT 1756.] [EXHIBIT 1757.] [EXHIBIT 1758.] [EXHIBIT 1759.] [EXHIBIT 1760.] [EXHIBIT 1761.] [EXHIBIT 1762.] [EXHIBIT 1763.] [EXHIBIT 1764.] [EXHIBIT 1765.] [EXHIBIT 1766.] EXHIBIT B is the Verified Affidavit of William M. Windsor dated September 18, 2020. [EXHIBIT 1767.] [EXHIBIT 1768.] [EXHIBIT 1769.] [EXHIBIT 1770.] [EXHIBIT 1771.]

471. On September 23, 2020, WINDSOR filed a Motion for Summary Judgment in Case No. 35-2019-CA-001528. [EXHIBIT 1679.]

472. On September 23, 2020, WINDSOR filed an Affidavit in Support of Motion for Summary Judgment in Case No. 35-2019-CA-001528. [EXHIBIT 1680.]

473. On October 1, 2020, RUSSELL Klemm filed a Motion to Dismiss Second Amended Complaint for the ASSOCIATION in Case No. 35-2019-CA-001528. [EXHIBIT 1726.]

474. On October 1, 2020, WINDSOR filed a Request for Judicial Notice in Case No. 35-2020-001438. [EXHIBIT 1715.]

475. On October 5, 2020, Christie GIERKE filed a Notice of Appearance in Case No. 35-2020-001438 in the Fifth Judicial Circuit in Lake County, Florida. [EXHIBIT 1663.]

476. On October 6, 2020, a letter from a Coach Houses owner was filed in Case No. 2020-CA-1871. [EXHIBIT 1775.]

477. On October 6, 2020, Christie GIERKE filed a Motion to Dismiss Claim for Punitive Damages in Case No. 35-2020-001438 in the Fifth Judicial Circuit in Lake County, Florida. [EXHIBIT 1664.]

478. On October 6, 2020, Christie GIERKE filed a Motion to Dismiss Counts 1, 2, 6, 7, 8 in Case No. 35-2020-001438 in the Fifth Judicial Circuit in Lake County, Florida. [EXHIBIT 1665.]

479. On October 6, 2020, Christie GIERKE filed a Motion to Dismiss Count 3 in Case No. 35-2020-001438 in the Fifth Judicial Circuit in Lake County, Florida. [EXHIBIT 1666.]

480. On October 7, 2020, 2020, WINDSOR filed a Motion for Default Judgment in Case No. 35-2020-001438 in the Fifth Judicial Circuit in Lake County, Florida. [EXHIBIT 1667.]

481. On October 7, 2020, 2020, WINDSOR filed a Motion to Strike Motion to Dismiss in Case No. 35-2020-001438 in the Fifth Judicial Circuit in Lake County, Florida. [EXHIBIT 1668.]

482. On October 10, 2020, WINDSOR filed a Complaint for Trial De Novo against the Association. It was assigned Case No. 2020-CA-1647 in the Fifth Judicial Circuit in Lake County, Florida. [EXHIBIT 1779.] [EXHIBIT 1780.] [EXHIBIT 1781.] [EXHIBIT 1782.] [EXHIBIT 1783.] [EXHIBIT 1784.] [EXHIBIT 1785.] This regards DBPR Case Nos. 2019-03-8814 and 2019-04-7339. [EXHIBIT 1857 is the full file on Case No. 2020-CA-01647.]

483. On October 14, 2020, an Order was entered setting a Hearing for October 28, 2020 in Case No. 2020-CA-1871. [EXHIBIT 1776.]

484. On October 17, 2020, WINDSOR emailed Christie GIERKE with a CONFIDENTIAL SETTLEMENT COMMUNICATION. There was no response.

485. On October 21, 2020, notice of a purported Board Meeting appeared on the front door of Building B. [EXHIBIT 1795.]

486. On October 21, 2020 at 10:25 a.m., WINDSOR sent an email to Debra Zimmerman and BRAD Pomp of SENTRY. [EXHIBIT 1793.] He asked them to identify legal authority for the purported October 23, 2020 meeting. There was no response. WINDSOR said there are no directors, so there can't be a Board Meeting. WINDSOR noted that there was no annual meeting or election in 2020 or 2018, and the 2019 election is void.

487. On October 21, 2020 at 4:00 p.m., WINDSOR received an email from Debra Zimmerman about a purported Board Meeting on October 23, 2020. [EXHIBIT 1794.]

488. On October 21, 2020, Christie Gierke ("GIERKE") filed a Motion to Stay Discovery in Case No. 35-2020-001438 in the Fifth Judicial Circuit in Lake County, Florida. [EXHIBIT 1669.]

489. On October 22, 2020 at 3:13 p.m., WINDSOR sent an email to Debra Zimmerman, BRAD, BRIAN, NEAL, RUSSELL, and GIERKE. I said: "You have not

responded to my email questioning how you can hold a meeting without officers or directors.”

There was no response. [EXHIBIT 1797.]

490. On October 22, 2020, Christie GIERKE filed a Notice of Appearance in Case No. 35-2020-001438 in the Fifth Judicial Circuit in Lake County, Florida. [EXHIBIT 1670.]

491. On October 22, 2020 at 3:30 p.m., WINDSOR sent an email to GIERKE, BRIAN, NEAL, and RUSSELL, purportedly attorneys for the Association, expressing distress over the plans to hold a “meeting” on October 23, 2020. [EXHIBIT 1796.] WINDSOR said Coach Houses has no officers or directors. WINDSOR asked them to postpone the so-called meeting. There was no response.

492. On October 23, 2020, a meeting was held that ISABEL claimed was a Board Meeting. WINDSOR filmed the entire meeting. [EXHIBIT 1789.] WINDSOR explained that there were no directors, so there could be no board meeting. Five people who purported to be directors were there (SERGIO, WENDY, ISABEL, SUE, and ED); the ASSOCIATION has 11 board seats, so five was not a quorum. ISABEL has taken control of the ASSOCIATION’s assets, and she is independently deciding how money is spent. She has no authority to do this. ISABEL announced that SENTRY would no longer be the management company on Halloween. No explanation was given, but WINDSOR suspects SENTRY quit. Arise Property Management was identified as the new management company. Tanya Suarez was the purported new manager. The Agenda [EXHIBIT 1788] notes “Approval of Minutes: None.” WINDSOR asked about this, and the response was that there were no minutes from a prior board meeting. This is true; this wasn’t a legal Board Meeting, and there have been no legal Board Meetings prior to this. WINDSOR asked ISABEL if there had been secret meetings, and she defiantly said

“NO!” WINDSOR knows there have been secret meetings, but if ISABEL is taken at her word, that means she has independently seized control of the ASSOCIATION and its assets.

493. On October 24, 2020, WINDSOR sent a Request for Inspection of Records to BRIAN of C&M by certified mail. [EXHIBIT 1791.] [EXHIBIT 1790 is the certified mail receipt.]

494. On October 26, 2020, Maura F. Krause of Goldberg Segalla, LLP filed a Notice of Appearance and Designation of Email Addresses for Clayton & McCulloh, P.A., Brian Hess, Neal McCulloh, Russell Klemm in Case No. 35-2020-001438. [EXHIBIT 1671.]

495. WINDSOR identified over 180 issues and violations by the ASSOCIATION that he presented in a petition to the DBPR. The ASSOCIATION has operated unlawfully for many years, violating numerous Florida statutes and the ASSOCIATION's DECLARATION, BYLAWS, and ARTICLES of Incorporation. Elections have not been properly conducted. Adequate notice of meetings and other actions have not been given. Meetings have not been properly conducted. Inspection of books and records has been denied. The ASSOCIATION has consistently failed to conduct meetings properly, including annual meetings and elections. Purported meetings on December 12, 2018, February 19, 2019, and March 22, 2019 were not properly conducted. Florida statutes have been violated repeatedly. The ASSOCIATION, SENTRY, and C&M committed fraud regarding the attempt to amend the BYLAWS at the meeting on August 1, 2017. People purporting to be Directors of the ASSOCIATION were not legally holding office so they had no authority to act as officers and directors. An April 4, 2019 Special Member's Meeting requested by 10 owners by certified mail was not held. An April 11, 2019 meeting should have been held, but was not. There has not been an annual meeting or annual election in over a year, and there are no legally elected officers or directors of the

ASSOCIATION. Voting interests have been incorrectly calculated. Proper records have not been maintained, and more.

496. Fraudulent documents have been filed with the Florida Secretary of State, and WINDSOR believes the ASSOCIATION's corporate charter should be revoked for a number of violations.

497. Upon information and belief, despite clear requirements in the D&O Insurance policies, the ASSOCIATION never notified the insurance carriers of litigation and threatened litigation with WINDSOR dating back as far as early 2019.

498. WINDSOR repeatedly communicated to the ASSOCIATION, owners, C&M DEFENDANTS, and SENTRY DEFENDANTS that there was malpractice. On March 28, 2019, WINDSOR sent an email to ART and CHARLIE ANN of SENTRY, BRIAN of C&M, and SHEHNEELA complaining of malpractice over the failure to schedule and conduct an April 4, 2019 meeting. [EXHIBIT 368.] They did nothing. On March 28, 2019, WINDSOR sent a letter to the purported New Board (including SHEHNEELA, ISABEL, ED, SERGIO, OMAR), ART and CHARLIE ANN of SENTRY, and BRIAN of C&M objecting to the failure to hold the April 4, 2019 meeting. [EXHIBIT 256.] WINDSOR expressed this was a violation and malpractice. EXHIBIT 1095 is a demand dated July 19, 2019. The July 19, 2019 demand was sent to owners of the ASSOCIATION, purported Directors of the ASSOCIATION, ISABEL, ED, SERGIO; BRIAN, NEAL, and RUSSELL of C&M; BRAD, ART, and CHARLIE ANN of SENTRY. This was regarding fraud charges against the ASSOCIATION, purported Directors, SENTRY, and C&M. The AFFIDAVIT OF WILLIAM M. WINDSOR DATED OCTOBER 27, 2020 ("AFFIDAVIT-2020-10-27") is filled with communications and information about the wrongdoing, malpractice, and demands for action to correct issues.

499. RUSSELL has committed many violations of the Florida Rules of Professional Conduct while fighting WINDSOR. He has committed perjury, fraud on the court, and many other violations. Meanwhile, C&M has obtained over \$130,000 in legal fee payments from the ASSOCIATION. [EXHIBITS 1850, 1851, 1852, 1853.]

500. The contract with SENTRY [EXHIBIT 430] required that "Agent shall act in accordance with Association's recorded governing documents, applicable statutes and legal directives...." SENTRY violated this agreement.

501. WINDSOR recently learned that the land and buildings of the ASSOCIATION have been appraised at over \$5 million dollars. WINDSOR wonders whether part of what may have been at play with all the wrongdoing is an attempt to "steal" the land and buildings. If someone bought each of the 32 units for the going rate of \$60,000, a \$1,920,000 investment would give an asset that could be flipped for over \$5 million. Perhaps the plan was to force members to sell, but when WINDSOR discovered all the wrongdoing, it blew the scheme.

502. The DBPR, MAHLON, and LEAH acted in bad faith and with malicious purpose. They acted in a manner exhibiting wanton and willful disregard of human rights and property. MAHLON and LEAH acted outside the scope of their employment. MAHLON and LEAH acted with wanton or willful disregard to Plaintiff's rights. MAHLON AND LEAH knowingly violated various laws and case law. MAHLON and LEAH knowingly ignored the facts and lied about the facts. The conduct of the DBPR DEFENDANTS was intentional and reckless. Their conduct was outrageous as poor condominium owners have been falsely led to believe that they can turn to the DBPR for relief from corruption and wrongdoing. Windsor suspects DBPR DEFENDANTS were bribed to act as they did. MAHLON and LEAH should have recused

themselves for their gross bias and illegal intent. The DBPR, MAHLON, and LEAH have caused severe emotional distress to Windsor.

503. Both MAHLON and LEAH are liars. They lied about the facts, and they lied about the law. They have committed acts that are not duties of DBPR employees. There is no immunity for criminal acts, and MAHLON and LEAH have committed crimes. DBPR, MAHLON, and LEAH have acted in the absence of all jurisdiction.

504. The wrongdoing of the DBPR, MAHLON, and LEAH is shown in EXHIBITS 1850, 1851, 1852, and 1853, referenced and incorporated herein. Special note is made of Petitioner's Motion for Reconsideration of April 8, 2020 Order in DBPR Case Nos. 2019-05-3927 and 2019-04-7339; Motion for Rehearing in DBPR Case No. 2019-02-1020; and Motion for Recusal and Affidavit in Support in DBPR Case No. 2019-02-1020.

505. WINDSOR has presented the claim to the Department of Financial Services in compliance with Florida Statute 768.28.

COUNT ONE

BREACH OF FIDUCIARY DUTY

506. WINDSOR adopts and realleges Paragraphs 1 through 505.

507. WINDSOR asserts this claim against the COACH HOUSES MEMBER DEFENDANTS and the ASSOCIATION.

508. The COACH HOUSES MEMBER DEFENDANTS have a fiduciary duty to WINDSOR and Owners, and they breached that duty repeatedly.

509. OMAR, VICKI, KAREN, ISABEL, SERGIO, ED, MARTA, WENDY, HOWIE, SHEHNEELA, and SUE have purported to be officers and/or directors of the ASSOCIATION.

510. OMAR, VICKI, KAREN, MARTA, and SHEHNEELA had a fiduciary duty to WINDSOR and Owners of condos at Coach Houses of Leesburg.

511. ISABEL, SERGIO, ED, WENDY, HOWIE, and SUE have a fiduciary duty to WINDSOR and Owners of condos at Coach Houses at Leesburg.

512. COACH HOUSES MEMBER DEFENDANTS have acted in an unauthorized manner.

513. COACH HOUSES MEMBER DEFENDANTS have failed to manage the ASSOCIATION's affairs prudently and reasonably. They have acted with conscious disregard for the best interests of the ASSOCIATION and its owners. They have failed to show the care that an ordinary prudent person in a like position would reasonably believe appropriate under similar circumstances.

514. The COACH HOUSES MEMBER DEFENDANTS have not acted in a reasonable manner pretending to be officers or directors; in spending over \$130,000 on legal fees to defend violations of the law; in committing fraud claiming a bylaw was amended; in rejecting lower bidders for condominium foundation repair work; filing criminal charges against WINDSOR; reporting WINDSOR to the police; telling ASSOCIATION owners that WINDSOR had threatened to kill Board members; in committing hundreds of violations of Florida statutes and the corporate governing documents; in doing nothing about the violations after they were notified repeatedly; and much more.

515. WINDSOR has suffered damages as an individual.

516. Dues and assessments have been levied against WINDSOR and other Owners without legal authority

517. By refusing to respond to WINDSOR and correct violations, the acts of the COACH HOUSES MEMBER DEFENDANTS and the ASSOCIATION were in bad faith. [See SOF 181, and others].

518. The COACH HOUSES MEMBER DEFENDANTS and the ASSOCIATION breached fiduciary duty by allowing the corporation to operate with a name that violates Florida statute 718.104 (4) (b). Case law indicates the State can declare the ASSOCIATION is illegal. [See SOF 181.] WINDSOR and the owners could lose their homes because they own nothing if the ASSOCIATION doesn't own the buildings valued at \$5 million.

519. It is possible that some of the COACH HOUSES MEMBER DEFENDANTS have received unjust enrichment. C&M and SENTRY clearly have. There has been self-dealing. WINDSOR will seek discovery.

520. The COACH HOUSES MEMBER DEFENDANTS were provided with specific evidence to show that none of them were lawfully elected as Directors or Officers. Not only have they ignored the evidence, they have all participated in a conspiracy to claim the BYLAWS were amended, when the evidence produced by the ASSOCIATION proves the claim of a BYLAW amendment was a fraud.

521. The COACH HOUSES MEMBER DEFENDANTS ignored notices they received of violations and wrongdoing and demands to rectify. [See SOF 42, 122, 123, 125, 126, 226, 181, 227, 229, 235, 237, 238, 240, 242, 245, 246, 248, 251, 253, 254, 258, 261, 262, 263, 265, 266, 270, 271, 272, 274, 275, 283, 284, 285, 287, 288, 289, 290, 291, 295, 296, 297, 303, 308, 309, 315, 319, 320, 325, 327, 329, 330, 331, 334, 346, 358-360, 363, 371, 376, 386, 391, 392, 394, 396-406, 410, 461, 486, 489, 491, 492, 498, and others.]

522. As the COACH HOUSES MEMBER DEFENDANTS were not lawfully elected as Directors or Officers, WINDSOR has named the ASSOCIATION in this Cause of Action. The ASSOCIATION would not normally have a fiduciary duty to an owner/member, but in this case, the ASSOCIATION caused the breaches of fiduciary duty, and WINDSOR should not be denied this cause of action if the Court says it doesn't apply to the COACH HOUSES MEMBER DEFENDANTS.

523. The COACH HOUSES MEMBER DEFENDANTS have been informed for years that C&M and SENTRY were committing significant malpractice. The facts, laws, and violations of the corporate documents have been fully documented. The COACH HOUSES MEMBER DEFENDANTS purported to be Directors, so they knew they had a fiduciary duty to inform themselves "of all material information reasonably available" prior to making a business decision. (*Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985).) Failing to do so and ignoring the evidence denies any right to claim protection of the business judgment rule.

524. There is no evidence that the ASSOCIATION or COACH HOUSES MEMBER DEFENDANTS obtained legal advice from any advisors other than C&M, the ASSOCIATION's lawyers, or SENTRY, the condominium association management firm. C&M and SENTRY have been accused of malpractice for two years, so entrusting any investigation to them is negligence and just plain stupid. C&M and SENTRY could not independently evaluate the corporation's interests, because their interests were at odds. Using these advisors that have represented them in proceedings related to the very subject matter that the law firm is now asked to neutrally investigate is gross negligence and is incompatible with a purported board's fiduciary duty to inform itself "of all material information reasonably available" prior to making a business decision. *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985).

525. This shows a lack of good faith in the conduct of the corporation's internal affairs.

526. OMAR, VICKI, and KAREN spent approximately \$27,000 with American Geo Technical and Gartner Group when one bidder was half that amount. [See SOF 158, 166.] This is a breach of fiduciary duty.

527. OMAR, VICKI, KAREN, and the COACH HOUSES MEMBER DEFENDANTS caused the ASSOCIATION to incur exorbitant legal fees by requiring that WINDSOR's communication with the ASSOCIATION had to be by United States Postal Service to C&M. [See SOF 124.]

528. OMAR, VICKI, and KAREN conducted an illegal meeting on February 4, 2019 in an effort to block others from becoming lawfully-elected directors. [See SOF 154.]

529. OMAR, VICKI, and KAREN did not have legal authority to schedule or conduct meetings on March 22, 2019.

530. OMAR, VICKI, and KAREN violated Florida law by failing to file petitions for recall arbitration. [See SOF 155.]

531. On December 28, 2018, OMAR, VICKI, and KAREN signed a fraudulent affidavit stating that the BYLAWS were amended on August 1, 2017. It was prepared by BRIAN of C&M. [EXHIBIT C.] This was done secretly. [See SOF 127, 137.]

532. OMAR, VICKI, and KAREN ignored demands to cease pretending to be officers and directors. [See SOF 42, 138, 156, 163, and many others.]

533. ISABEL, SERGIO, ED, MARTA, WENDY, HOWIE, SHEHNEELA, and SUE ignored demands to cease pretending to be officers and directors. [See SOF 43 and others.]

534. OMAR and KAREN executed a \$165,000 Promissory Note for the ASSOCIATION without authorization. [See SOF 109.] They put the ASSOCIATION in significant debt.

535. OMAR deceived owners about assessments and repairs. [See SOF 111.]

536. The ASSOCIATION has failed to hold annual meetings and elections on the date established by the BYLAWS, so there has not been a lawful election of directors or officers. Actions taken by purported Officers and Directors have been ultra vires and void. [See SOF 41.] The ASSOCIATION and COACH HOUSES MEMBER DEFENDANTS have been notified of this repeatedly since December 2018.

537. The ASSOCIATION failed to post meeting notices in a conspicuous place despite Florida law and BYLAW 2.4. [See SOF 54, 111, 117.]

538. When WINDSOR was considering the purchase of a condo, OMAR, VICKI, and KAREN told him to anticipate a cost-of-living increase annually, but that proved to be a fraudulent representation on or about Monday, November 26, 2018 when a huge increase was presented. [See SOF 116.]

539. OMAR, VICKI, and KAREN disregarded the votes and proxies in violation of Florida law and the governing documents and conducted a vote that excluded those not in attendance on December 12, 2018. [See SOF 120.]

540. OMAR, VICKI, and KAREN, CHARLIE ANN of SENTRY, and BRIAN of C&M ignored their obligation to advise what was needed to accept the signatures of Nancy Camp and Jane O'Steen for the Nielsen Trust. [See SOF 147.] This was done in an effort to deny one vote that would have been sufficient to remove OMAR, VICKI, and KAREN.

541. To discourage owners from supporting WINDSOR's efforts, OMAR and others began telling owners that WINDSOR had threatened to kill Board members. Owners were subsequently told that WINDSOR was a criminal and was wanted for the crime of fraud. A Wanted Poster of WINDSOR was mailed anonymously to the owners. None of this was true, and the COACH HOUSES MEMBER DEFENDANTS did nothing about it. [See SOF 130, 132, 133, 134, 136, 141, 143, 145, 146, 152, 153.]

542. SHEHNEELA, ISABEL, ED, SERGIO, OMAR), ART and CHARLIE ANN of SENTRY, and BRIAN of C&M failed to hold the April 4, 2019 meeting in violation of the law. [See SOF 140, 142, 218-220, 224, 235, 495, 498.]

543. SHEHNEELA ignored issues about the fraudulent March 22, 2019 meetings. [See SOF 220, 221.]

544. A purported Special Board Meeting was properly scheduled for April 11, 2019. And then improperly canceled. [See SOF 225, 228-233, 242, 243.]

545. On April 8, 2019 and April 9, 2019, WINDSOR advised the ASSOCIATION by email and mail that he would file his Petition for Arbitration regarding the Recall / Election by April 29, 2019 if his requests were not met. [EXHIBIT 321.] [EXHIBIT 353.] The ASSOCIATION did not respond. [See SOF 226.]

546. Purported President SHEHNEELA improperly denied WINDSOR the right to communicate with her as the purported Board. [See SOF 234.]

547. On April 10, 2019, WINDSOR sent the ASSOCIATION a Notice of Intent to Challenge the April 4, 2019 meeting. [EXHIBIT 437.] [See SOF 235.]

548. On April 10, 2019, WINDSOR emailed a Notice of Intent to Challenge the April 11, 2019 meeting to the ASSOCIATION, ED, ISABEL, SERGIO, other owners; BRIAN and NEAL of C&M; ART and CHARLIE ANN of SENTRY. [EXHIBIT 445.] [See SOF 236.]

549. On April 10, 2019, WINDSOR emailed a Notice of Intent to Challenge the February 19, 2019 Recall / Election to the ASSOCIATION. [EXHIBIT 446.] [See SOF 237.]

550. On April 10, 2019 at 7:29 pm, WINDSOR emailed a Condominium Complaint to the ASSOCIATION, BRIAN and NEAL of C&M; ART and CHARLIE ANN of SENTRY. [EXHIBIT 1541.] [See SOF 238.]

551. On April 10, 2019 at 8:09 pm, WINDSOR emailed a Condominium Complaint to the ASSOCIATION, BRIAN and NEAL of C&M; ART and CHARLIE ANN of SENTRY. [EXHIBIT 1539.] [See SOF 240.]

552. On April 12, 2019, WINDSOR sent an email and letter to BRIAN and NEAL of C&M and BRAD, ART, and CHARLIE ANN of SENTRY documenting that BRIAN was violating the ASSOCIATION's Rules regarding Inspection of Records. WINDSOR demanded production of ALL documents previously requested on April 23, 2019. The documents were not produced. [EXHIBIT 278.] (EXHIBIT 606 is the Certified Mail Receipt.) [See SOF 244.]

553. On April 14, 2019, WINDSOR mailed a Notice of Intent to Challenge the December 12, 2018 meetings to the ASSOCIATION. [EXHIBIT 439.] He also sent the Notice of Intent to Challenge the December 12, 2018 meetings by email to the ASSOCIATION, C&M, and SENTRY. [EXHIBIT 440.] [See SOF 245.]

554. On April 23, 2019, WINDSOR conducted an Inspection of Records at SENTRY. It was scheduled by C&M claiming it was for his March 22, 2019 Request. WINDSOR never made a March 22, 2019 Request for Inspection. WINDSOR asked for proof that he requested

such an Inspection, and his emails were ignored. [EXHIBIT 67.] [EXHIBIT 1220.] There was no one from the ASSOCIATION or SENTRY available during the Inspection of Records. [See SOF 249.]

555. WINDSOR has found the attorneys with C&M and CHARLIE ANN with SENTRY to be dishonest. He suspects that some of the documents that have been provided in response to Inspection of Records Requests have been altered. EXHIBIT 366 is a Limited Proxy produced on April 23, 2019 that shows it was invalid on December 13, 2017. "Needs to be corrected" is written in CHARLIE ANN's handwriting. The Received Stamp reads Dec 18 2017, so this appears to have been changed after the December 13, 2017 meeting and vote. WINDSOR believes this is falsification of ASSOCIATION records, which may be a criminal offense. [See SOF 252.]

556. On June 6, 2019, a purported Board Meeting was held. [EXHIBIT 973.] [EXHIBIT 1367 is the Minutes.] ISABEL, SERGIO, and ED were present. Purported Officer and Board Member ISABEL Campbell told the attendees that the Board was very confident that the ASSOCIATION would prevail in WINDSOR's First Petition for Arbitration. She gave no explanation. She discussed her review of the finances of the ASSOCIATION and presented a Proposed Adjusted Budget for 2019. [EXHIBIT 974.] The Proposed Adjusted Budget showed a reduction in Building Maintenance by \$26,729.27 and no change in Grounds Maintenance, Utilities, or Budgeted Transfer to Reserves. It showed an increase of approximately \$50,000 in Income and Administrative & Management Expense. Those costs showed a \$75,000 increase in legal fees. Those are all costs related to the ASSOCIATION'S defense of all the violations WINDSOR had identified. The video of the June 6, 2019 meeting is EXHIBIT 995-1, EXHIBIT

995-2, EXHIBIT 995-3, EXHIBIT 995-4, EXHIBIT 995-5, EXHIBIT 995-6, and EXHIBIT 995-7. [See SOF 282.]

557. On June 6, 2019, WINDSOR sent an email to the purported Board, C&M, and SENTRY regarding the Board Meeting. [EXHIBIT 822.] [See SOF 283.]

558. On June 7, 2019, WINDSOR sent an email to the purported Board, SENTRY, and C&M charging Breach of Fiduciary Duty. [See SOF 286.]

559. On June 9, 2019 at 9:54 a.m., WINDSOR emailed ISABEL, SERGIO, and ED advising them of his intent to sue them for breach of fiduciary duty. [EXHIBIT 819.] [See SOF 288.]

560. On June 17, 2019, the buyers of WINDSOR's Unit B3 condo canceled the purchase agreement. They canceled because of the excessive monthly "dues" and the lack of amenities at Coach Houses. [EXHIBIT 1016.] On June 17, 2019, WINDSOR sent an email to the owners advising them that his sale fell through. [EXHIBIT 1040.] [See SOF 295.]

561. On June 20, 2019, a purported Board Meeting was held. [EXHIBIT 1059.] [EXHIBIT 1368 is the Minutes.] Barbara and Larry Lunsford attended the meeting as did SERGIO and CHARLIE ANN. There was no discussion of quorum (0:00 to 0:42 in the video.) CHARLIE ANN denied WINDSOR's right to speak on the subject of "reorganization of the Board." [EXHIBIT 1059 from 1:04 to 1:30.] At 2:50, WINDSOR asked "what about the eight open spots on the Board?" CHARLIE ANN said the meeting was adjourned. She then ordered me to leave the building. The remainder of the video is CHARLIE ANN escorting WINDSOR out of the building. Later that day, owner Larry Lunsford informed WINDSOR that two Leesburg Police Officers arrived after he left. As the video shows, there was absolutely no basis for reporting WINDSOR to the police. [See SOF 302.]

562. On June 23, 2019, WINDSOR emailed the ASSOCIATION with a request to be able to post the Notice of Intent to Apply for Receivership where conspicuous notices are posted. [EXHIBIT 1039.] There was no response. [See SOF 309.]

563. On July 8, 2019, WINDSOR sent an email to inform the ASSOCIATION, Sentry, and C&M that someone had stolen his Notices of Intent to Apply for Receivership at Coach Houses at Leesburg. [EXHIBIT 1086.] ED Broom, Jr. responded that he removed one of the three notices as someone wrote "FUCK YOU" on it. EXHIBIT 1087 is the Notice that was defaced and removed by ED. WINDSOR has determined that this outrageous act was by HOWIE. [See SOF 319.]

564. On June 29, 2019, WINDSOR sent an email to inform owners that he had been reported to the police by the ASSOCIATION or SENTRY on June 20, 2019. [See SOF 315.]

565. The ASSOCIATION and COACH HOUSES MEMBER DEFENDANTS violated Florida law and the corporate governing documents by making a mockery of Inspections of Records. Fraudulent records were produced. Many requests were ignored. Non-responsive Records were produced. The ASSOCIATION lied to and/or conspired with the DBPR. [See SOF 328.]

566. The ASSOCIATION and COACH HOUSES MEMBER DEFENDANTS have defamed WINDSOR and allowed others to do so without taking any action. [See SOF 222, 228, 229.]

567. On July 19, 2019, an Inspection of Records was held at SENTRY. Virtually none of the requested records were produced. [See SOF 328.] The wrongdoing with Inspections of Records is detailed in EXHIBIT 1853 - 2019-05-3927-Florida-DBPR-Arbitration-Petition-Inspections-2019-09-09.

568. On July 19, 2019, WINDSOR sent an email to owners of the ASSOCIATION, purported Directors of the ASSOCIATION, ISABEL, ED, SERGIO; BRIAN, NEAL, and RUSSELL of C&M; BRAD, ART, and CHARLIE ANN of SENTRY. This was regarding fraud charges against Coach Houses, purported Directors, SENTRY, and C&M. [See SOF 331.]

569. On July 22, 2019, a purported Board Meeting was held. There was no quorum. There are no minutes. WINDSOR proposed to end all legal action against the ASSOCIATION if they would admit and correct all the wrongdoing. There was no response. CHARLIE ANN blurted out that there is a Board Portal on the SENTRY website for the ASSOCIATION. These documents have never been produced to WINDSOR in Inspection of Records. This provides absolute proof of violations of the Florida Statutes and BYLAWS regarding Inspection of Records. [See SOF 334.]

570. On July 22, 2019, WINDSOR sent an email to owners about the purported Board Meeting of July 22, 2019. [EXHIBIT 1281.] WINDSOR demanded that the purported Board act to put an end to the fraud on the non-existent amendment to the bylaws to change the annual election date. [See SOF 335.]

571. On July 25, 2019, WINDSOR sent an email to the ASSOCIATION regarding damages. [See SOF 336.]

572. On July 27, 2019, WINDSOR sent an email to the ASSOCIATION about the owners who are being allowed to illegally rent their condos. [See SOF 338.] Nothing has been done.

573. On October 24, 2020, WINDSOR sent a Request for Inspection of Records to BRIAN of C&M by certified mail. There has been no response, in violation of Florida law and the corporate governing documents. [See SOF 493.]

574. WINDSOR identified over 180 issues and violations by the ASSOCIATION that he presented in a petition to the DBPR. The ASSOCIATION has operated unlawfully for many years, violating numerous Florida statutes and the ASSOCIATION's DECLARATION, BYLAWS, and ARTICLES of Incorporation. Elections have not been properly conducted. Adequate notice of meetings and other actions have not been given. Meetings have not been properly conducted. Inspection of books and records has been denied. The ASSOCIATION has consistently failed to conduct meetings properly, including annual meetings and elections. Purported meetings on December 12, 2018, February 19, 2019, and March 22, 2019 were not properly conducted. Florida statutes have been violated repeatedly. The ASSOCIATION, SENTRY, and C&M committed fraud regarding the attempt to amend the BYLAWS at the meeting on August 1, 2017. People purporting to be Directors of the ASSOCIATION were not legally holding office so they had no authority to act as officers and directors. An April 4, 2019 Special Member's Meeting requested by 10 owners by certified mail was not held. An April 11, 2019 meeting should have been held, but was not. There has not been an annual meeting or annual election in over a year, and there are no legally elected officers or directors of the ASSOCIATION. Voting interests have been incorrectly calculated. Proper records have not been maintained, and more. [See SOF 495.]

575. Fraudulent documents have been filed with the Florida Secretary of State, and WINDSOR believes the ASSOCIATION's corporate charter should be revoked for a number of violations. [See SOF 496.]

576. Upon information and belief, despite clear requirements in the D&O Insurance policies, the ASSOCIATION did not notify the insurance carriers of litigation and threatened litigation with WINDSOR dating back as far as early 2019. [See SOF 497.]

577. WINDSOR repeatedly communicated to the ASSOCIATION, owners, C&M DEFENDANTS, and SENTRY DEFENDANTS that there has been malpractice. The AFFIDAVIT OF WILLIAM M. WINDSOR DATED OCTOBER 27, 2020 (“AFFIDAVIT-2020-10-27”) is filled with communications and information about the wrongdoing, malpractice, and demands for action to correct issues. [See SOF 498.] The ASSOCIATION and the COACH HOUSES MEMBER DEFENDANTS ignored the malpractice in gross breach of fiduciary duty.

578. The ASSOCIATION and COACH HOUSES MEMBER DEFENDANTS have breached their fiduciary duty.

579. The breaches of duty by the ASSOCIATION and COACH HOUSES MEMBER DEFENDANTS have been the proximate cause of damages to WINDSOR.

COUNT TWO

FRAUD

580. WINDSOR adopts and realleges Paragraphs 1 through 505.

581. WINDSOR asserts this claim against the ASSOCIATION, COACH HOUSES MEMBER DEFENDANTS, C&M DEFENDANTS, and SENTRY DEFENDANTS.

582. The ASSOCIATION, COACH HOUSES MEMBER DEFENDANTS, C&M DEFENDANTS, and SENTRY DEFENDANTS claim the BYLAWS of the ASSOCIATION were amended on August 1, 2017. This is a false representation of fact. The ASSOCIATION, COACH HOUSES MEMBER DEFENDANTS, C&M DEFENDANTS, and SENTRY DEFENDANTS knew this was false. The ASSOCIATION, COACH HOUSES MEMBER DEFENDANTS, C&M DEFENDANTS, and SENTRY DEFENDANTS perpetrated a fraud by claiming the BYLAWS were amended.

583. The records of the ASSOCIATION and SENTRY prove that there was not a quorum for attempted meetings on August 1, 2017, and the vote to amend the BYLAWS failed as well as a vote required to authorize use of the Reserves. In addition, consents were not obtained from first mortgage holders for a bylaw amendment as required by the BYLAWS. [See SOF 51, 52, 59, 63, 97, 104, 107, 138, 331.]

584. On December 28, 2018, OMAR and KAREN signed a fraudulent affidavit stating that the BYLAWS were amended on August 1, 2017. [EXHIBIT C.] This was a false representation of fact. It was written by BRIAN and C&M, and it was filed in Lake County by BRIAN and C&M. There was no purported Board Meeting on December 28, 2018, and there has never been ratification of this purported Certificate of Amendment. [See SOF 97, 107, 127, 138, 331.]

585. CHARLIE ANN and SENTRY produced bogus minutes to WINDSOR in an effort to conceal that there was no amendment to BYLAW 2.2. [See SOF 51, 52, 167, 209, 216, 331.]

586. The Minutes of the purported August 1, 2017 meeting show that there was no approval of a BYLAW amendment on August 1, 2017. [EXHIBIT 1287.] BRIAN and C&M had a duty to review the minutes. The ASSOCIATION's records prove the BYLAW Amendment did not comply with the corporate governing documents. [See SOF 331.]

587. On January 15, 2019, Lake County Clerk of Court records indicate that an alleged amendment to the BYLAWS was filed by BRIAN of C&M. There was no Board Meeting on December 28, 2018 to authorize this affidavit. [EXHIBIT C.] [See SOF 97, 138, 331.]

588. The documents that proved there was never an amendment have always been maintained at SENTRY. SENTRY managed all meetings and had a duty to know the Lake County filing was a fraud.

589. All of the C&M DEFENDANTS, SENTRY DEFENDANTS, and COACH HOUSES MEMBER DEFENDANTS have been informed many times that the BYLAWS were never amended. They all knew the representation was false. [See SOF 251, 253, 254, 288, 291, 303, 308, 327, 331, 363, 371, 376, and others.]

590. The ASSOCIATION, COACH HOUSES MEMBER DEFENDANTS, C&M DEFENDANTS, and SENTRY DEFENDANTS intended the PLAINTIFF and Owners to rely on the representation that the BYLAWS were amended, and they induced the PLAINTIFF and Owners to act on it. Meetings were scheduled that WINDSOR and Owners were told were official when the dates violated the true BYLAWS.

591. The January 15, 2019 filing constitutes fraud. The ASSOCIATION, C&M DEFENDANTS, SENTRY DEFENDANTS, OMAR, VICKI, and KAREN committed fraud in an effort to get OMAR, VICKI, and KAREN elected at a 2019 meeting that appeared to be authorized by the BYLAWS.

592. Telling WINDSOR, the ASSOCIATION owners, Lake County, and the general public that the BYLAWS were amended was false. ASSOCIATION, C&M DEFENDANTS, SENTRY DEFENDANTS, OMAR, VICKI, and KAREN knew it was false. They actively worked to conceal the fact by repeatedly failing to produce the records from the meeting in response to WINDSOR's Requests for Inspection while claiming the BYLAWS were amended. The intent was to deceive WINDSOR and ASSOCIATION owners into believing the BYLAWS were amended. Owners relied on those representations. WINDSOR and Owners

were injured as a result. The ASSOCIATION has reportedly been charged over \$130,000 in legal fees that would not have been incurred if the truth had been told and the Board had been replaced. Now the Owners have homes that are worth far less because of the outrageous increase in assessments. WINDSOR and other Owners have been forced to pay dues and assessments that were not legally authorized.

593. WINDSOR and Owners have been injured by the false representation. DEFENDANTS have used the false representation and the fraudulent amendment filing to subvert the legal processes of the ASSOCIATION and its members.

594. The ASSOCIATION, COACH HOUSES MEMBER DEFENDANTS, C&M DEFENDANTS, and SENTRY DEFENDANTS have participated in the fraud by claiming the BYLAWS were amended.

COUNT THREE

DERIVATIVE ACTION FOR LEGAL MALPRACTICE

595. WINDSOR adopts and realleges Paragraphs 1 through 505.

596. WINDSOR asserts this claim against the C&M DEFENDANTS.

597. C&M has committed legal malpractice.

598. A derivative suit is an action in which a stockholder or member of a not-for-profit corporation that is condominium association seeks to enforce a right of *action* existing in the corporation; the injury sustained by the stockholder or member bringing such suit is basically the same as the injury sustained by other stockholders and members in the corporation.

599. Florida Statute 617.07401 provides legal authority for this Member's Derivative Action. Florida Statute Section 617.002 provides that the provisions of Chapter 607, the Florida General Corporation Act, apply to all nonprofit corporations.

600. WINDSOR was a member of the corporation when the transactions complained of occurred. This Complaint is verified, and it alleges with particularity the demands made to obtain action by the board of directors and that the demands were refused or ignored by the board of directors for at least 90 days after the date of the first demand. WINDSOR was never notified in writing that the corporation rejected the demands.

601. C&M has been employed as the law firm representing the ASSOCIATION since April Fools' Day 2015 (April 1, 2015). EXHIBIT 1538 is the contract titled "2015 ATTORNEY REPRESENTATION AGREEMENT FOR COMMUNITY ASSOCIATIONS." [See SOF 44.] The ASSOCIATION retained C&M to provide legal services in a competent fashion.

602. At all times, the C&M DEFENDANTS held themselves out as competent in the area of law dealing with the legal work for which the ASSOCIATION retained the services of the C&M DEFENDANTS. When NEAL spoke to the owners of the ASSOCIATION on March 5, 2020, he extolled the alleged expertise of C&M, BRIAN, RUSSELL, and himself. He made it sound like C&M was the best condominium association law firm in America.

603. The ASSOCIATION and C&M DEFENDANTS acted under an attorney/client relationship in which C&M undertook to represent the ASSOCIATION.

604. The C&M DEFENDANTS were required to exercise the same duty of care as a reasonably competent attorney and to use reasonable care in determining and implementing a strategy to be followed to achieve the ASSOCIATION's legal goals. As a fiduciary to the ASSOCIATION, the C&M DEFENDANTS were obligated to protect the ASSOCIATION.

605. In the course of handling legal matters for the ASSOCIATION, the C&M DEFENDANTS negligently failed to act with the degree of competence generally possessed by attorneys in Florida who handle legal matters similar to the ASSOCIATION's. The

ASSOCIATION paid C&M a substantial amount of money for the sole purpose of representing the ASSOCIATION in its legal matters.

606. C&M has neglected reasonable duties. C&M DEFENDANTS were negligent and/or committed malpractice and breached fiduciary duties to the ASSOCIATION, including in the following regard:

1. By failing to explain the law to the ASSOCIATION;
2. By failing to explain the terms of the ARTICLES OF INCORPORATION, DECLARATION, and BYLAWS and the impact to the ASSOCIATION;
3. By failing to ensure that the ASSOCIATION held lawful annual meetings and elections [See SOF 46, 47, 110, 151, and others];
4. By concocting schemes to keep OMAR, VICKI, and KAREN as the Officers and Directors as part of an effort to conceal C&M's malpractice [See SOF 42, 100, 107, 173, and others];
5. By preparing and filing a fraudulent BYLAW Amendment on January 15, 2019 in Lake County, Florida [See SOF 97-99, 107, 108, 127, 138, 149];
6. By falsely and maliciously claiming the BYLAW regarding the annual meeting was amended on August 1, 2017 [See SOF 149, 151];
7. By providing false legal information to ASSOCIATION owners, including WINDSOR;
8. By providing false information to ASSOCIATION owners in a March 5, 2019 letter from NEAL McCulloh [See SOF 137, 184, 185, 545, 660, 661, 663];
9. By running up legal fees by requiring that BRIAN Hess handle all of WINDSOR's inquiries in writing [See SOF 124];

10. By running up legal fees by refusing to meet with WINDSOR to resolve matters [See SOF 662];
11. By running up legal fees to the ASSOCIATION and its members by failing to notify the D&O insurance carrier of litigation [See SOF 288];
12. By running up legal fees by ignoring notices sent by WINDSOR in an effort to avoid further litigation [See SOF 122-123, 125, 218, 236, 238, 240, 245, 246, 251, 253, 254, 258, 261, 262, 263, 265, 271, 274, 284-287, 289-291, 303, and others];
13. By running up legal fees by having NEAL tell WINDSOR to sue rather than agree to meet to try to resolve issues [See SOF 662];
14. By running up legal fees by having RUSSELL Klemm stall in a variety of ways rather than address the legal issues efficiently [See SOF 499];
15. By running up legal fees by allowing the ASSOCIATION to pretend the BYLAWS were amended when they knew approval of all holders of first mortgage liens were required [See SOF 112 and others];
16. By running up legal fees by failing to accept WINDSOR's offer to withdraw his actions against the ASSOCIATION if C&M and SENTRY refunded to the ASSOCIATION all money paid by to them from 2016 to 2019 [See SOF 283];
17. By running up legal fees by failing to accept WINDSOR's offer to withdraw his actions against the ASSOCIATION if the ASSOCIATION admitted and corrected all the wrongdoing [See SOF 334];

18. By allowing the ASSOCIATION to charge exorbitant amounts for filing a Notice of Lien [See SOF 395];
19. By allowing the ASSOCIATION to violate the Fair Credit Collection Act [See SOF 404];
20. By allowing the ASSOCIATION to violate Florida Administrative Code Section 61B-23.002 (6) regarding Designated Voter Certificates [See SOF 61];
21. By allowing the ASSOCIATION to violate Florida Administrative Code 61B-23.002 (8) regarding proxies [See SOF 120, 156, 171];
22. By allowing the ASSOCIATION to violate Florida Administrative Code 61B-23.002 (9) by denying members the right to speak at meetings with respect to all designated agenda items;
23. By allowing the ASSOCIATION to violate Florida Administrative Code Section 61B-23.0021 (4) by failing to give proper notice of elections [See SOF 54, 55, 110, 114, 151, and others];
24. By allowing the ASSOCIATION to violate Florida Administrative Code Section 61B-23.0021 (8) by failing to give proper notice of elections [See SOF 54, 55, 110, 114, 151, and others];
25. By allowing the ASSOCIATION to violate Florida Administrative Code Section 61B-23.0021 (8) by failing to enforce the envelope procedure required at the purported March 22, 2019 election [See SOF 197];
26. By allowing the ASSOCIATION to violate Florida Administrative Code Section 61B-23.001 (1) (d) by failing to notify owners of the unfilled board positions;

27. By allowing the ASSOCIATION to violate Florida Administrative Code Section 61B-23.0021 (8) by failing to notify owners of the unfilled board positions;
28. By allowing the ASSOCIATION to violate Florida Administrative Code Section 61B-23.0021 (8) by failing to send an amended notice following the withdrawal of Wendy Krauss [See SOF 48, 104-106];
29. By allowing the ASSOCIATION to violate Florida Statute Section 718.112(2)(d) by failing to correct the problem after Wendy Krauss removed herself as a Board candidate [See SOF 104-106];
30. By allowing the ASSOCIATION to violate Florida Administrative Code Section 61B-23.0028 (3) (b) by failing to file petitions for recall [See SOF 171];
31. By claiming WINDSOR did not have the right to seek judicial proceedings pursuant to Section 718.1255 of the Florida Administrative Code Section 61B-45.043;
32. By allowing the ASSOCIATION to violate Florida Statute 718.104(4)(b) regarding the illegal name [See SOF 181];
33. By allowing the ASSOCIATION to violate Florida Statute 718.111(c)(3) with improper claims of attorney-client privilege [See SOF 151];
34. By allowing OMAR, VICKI, and KAREN to violate Florida Statute Section 718.111 (1) (q) regarding fiduciary duty [See SOF 151];
35. By allowing OMAR, VICKI, and KAREN to violate Florida Statute Section 718.111 (1) (d) regarding fiduciary duty [See SOF 151];

36. By allowing the ASSOCIATION to violate Florida Statute Section 718.111 (12) (6) by failing to maintain minutes of all meetings; [See SOF 166, 196, and many others.] [VERIFIED AFFIDAVIT OF WILLIAM M. WINDSOR DATED OCTOBER 27, 2020 (“AFFIDAVIT-2020-10-27”) ¶¶ 530, 600, 637, 729, 746, 753, 778, 779, 781, 788, 813, 950, 1006, 1063, 1068, 1375.]
37. By allowing the ASSOCIATION to violate Florida Statute Section 718.111 (12) (7) by failing to maintain current rosters [See SOF 49];
38. By allowing the ASSOCIATION to violate Florida Statute Section 718.111 (12) (15) by failing to maintain written records;
39. By allowing the ASSOCIATION to violate Florida Statute Section 718.112 by failing to give at least 14 days’ notice of the annual meeting [See SOF 55];
40. By causing and allowing the ASSOCIATION to violate Florida Statute Section 718.112 (1) (a) by not being governed as required by law [See SOF 151];
41. By allowing the ASSOCIATION to violate Florida Statute Section 718.112 (1) (c) (1) by failing to post notice of meetings in a conspicuous place;
42. By causing the ASSOCIATION to violate Florida Statute Section 718.112(2)(a)(2) regarding written inquiries and by providing false responses to written inquiries [See SOF 150, 151, 160, 161];
43. By allowing the ASSOCIATION to violate Florida Statute Section 718.112 (2) (b) by failing to require a quorum [See SOF 121 and others];

44. By causing and allowing the ASSOCIATION to violate Florida Statute Section 718.112(2)(c) by not allowing WINDSOR the right to speak at meetings with regard to all designated agenda items [See SOF 123, 151, 155, 302, 645];
45. By allowing the ASSOCIATION to violate Florida Statute Section 718.112(2)(c)(1) by failing to post notice of the December 12, 2018 meeting and by claiming compliance with the statute [See SOF 151];
46. By allowing the ASSOCIATION to violate Florida Statute Section 718.112(2)(d) by failing to hold annual meetings [See SOF 110 and others];
47. By allowing the ASSOCIATION to violate Florida Statute Section 718.112(2)(d) by failing to post notice of the December 12, 2018 meeting and by claiming compliance with the statute [See SOF 151];
48. By allowing the ASSOCIATION to violate Florida Statute Section 718.112(2)(d)(4) by failing to provide notice regarding annual elections in 2015, 2016, 2017, 2018, 2019, or 2020 [See SOF 151, 110];
49. By causing the ASSOCIATION to violate Florida Statute Section 718.112(2)(e)(11) regarding notice of proposed budgets [See SOF 151];
50. By allowing the ASSOCIATION to violate Florida Statute by improperly denying an election / recall 718.112(2)(j)2;
51. By allowing the ASSOCIATION to violate Florida Statute 718.112(2)(j)3 by failing to file petitions for arbitration over recalls [See SOF 171];
52. By allowing the ASSOCIATION to violate Florida Statute Section 718.303 (5) by improperly suspending voting rights;

53. By allowing the ASSOCIATION to violate ARTICLES of Incorporation of the ASSOCIATION Article IV, Section 4.2 by failing to obtain certified copies of deeds [See SOF 53, 63, 69, 210, 331];
54. By allowing the ASSOCIATION to violate ARTICLES of Incorporation of the ASSOCIATION Article VI, Officers by failing to elect Directors;
55. By allowing the ASSOCIATION to violate BYLAW 1.1 by showing a bogus address for the ASSOCIATION [See SOF 151];
56. By allowing the ASSOCIATION to violate BYLAW 2.1 by failing to maintain current rosters [See SOF 49, 53];
57. By allowing the ASSOCIATION to violate BYLAW 2.1 by failing to obtain certified copies of deeds;
58. By allowing the ASSOCIATION to violate BYLAW 2.2 regarding the annual meeting and election [See SOF 46, 47, 100, 110, 151, 486];
59. By allowing the ASSOCIATION to violate Florida Law and BYLAW 2.2 by failing to hold annual meeting and annual election in 2020;
60. By allowing the ASSOCIATION to violate BYLAW 2.2 regarding the term for Directors [See SOF 46, 47, 151];
61. By allowing the ASSOCIATION to violate BYLAW 2.3 regarding special members' meetings [See SOF 141, 145];
62. By allowing the ASSOCIATION to violate BYLAW 2.4 regarding conspicuous posting of notice of meetings [See SOF 54, 63, 64, 111, 117, 121, 151, 331];

63. By allowing the ASSOCIATION to violate BYLAW 2.4 regarding notice of meetings [See SOF 54, 55, and others];
64. By allowing the ASSOCIATION to violate BYLAW 2.5 regarding quorum [See SOF 52, 63, 331, and others];
65. By causing the ASSOCIATION to violate BYLAW 2.6 regarding voting [See SOF 53, 151];
66. By allowing the ASSOCIATION to violate BYLAW 2.6 regarding Designated Voters and quorum [See SOF 53, 151];
67. By causing and allowing the ASSOCIATION to violate BYLAW 2.9 (b) regarding election of a Chairman [See SOF 192, 194, 206];
68. By allowing the ASSOCIATION to violate BYLAW 2.9 (j) regarding election of Directors;
69. By allowing the ASSOCIATION to violate BYLAW 3.1 regarding the number of Directors;
70. By allowing the ASSOCIATION to violate BYLAW 3.2 regarding failure to consider nominations from the floor [See SOF 102 and others];
71. By allowing the ASSOCIATION to violate BYLAW 3.2 a regarding election of Directors [SOF 331];
72. By allowing the ASSOCIATION to violate BYLAW 3.2 b regarding use of a nominating committee [See SOF 63, 101];
73. By allowing the ASSOCIATION to violate BYLAW 3.3 regarding term of service for Directors;

74. By allowing the ASSOCIATION to violate BYLAW 3.4 regarding organizational meetings [See SOF 63, 103, 331];
75. By allowing the ASSOCIATION to violate BYLAW 3.5 regarding organizational meetings [See SOF 103];
76. By allowing the ASSOCIATION to violate BYLAW 3.6 regarding special meetings;
77. By allowing the ASSOCIATION to violate BYLAW 3.12 regarding election of officers [See SOF 100];
78. By allowing the ASSOCIATION to violate BYLAW 5.1 by failing to elect an Assistant Secretary [AFFIDAVIT-2020-10-27 ¶¶ 15, 304, 328, 329, 347, 373, 403, 465, 466, 468];
79. By allowing the ASSOCIATION to violate BYLAWS 6.1 and 6.2 regarding accounts classification [See SOF 151];
80. By allowing the ASSOCIATION to violate BYLAW 8.2 regarding Bylaw amendment;
81. By allowing the ASSOCIATION to violate BYLAW 8.3 regarding consent of mortgage holders [See SOF 63, 97, 112, 138, 331, 525];
82. By allowing the ASSOCIATION to violate DECLARATION Paragraph 13.3 regarding the number of Voting Interests [See SOF 51, 52, 59, 181, 331];
83. By allowing the ASSOCIATION to violate DECLARATION Paragraph 18.1 regarding amendment;
84. By claiming the ASSOCIATION had Rules limiting the right to speak [See SOF 151 and EXHIBIT E];

85. By allowing the ASSOCIATION to unlawfully increase assessments to the members [See SOF 39];
86. By allowing the ASSOCIATION to vote to unlawfully increase assessments to the members to as much as \$962.38 per month at the purported December 12, 2018 meeting [See SOF 39];
87. By facilitating repeated violations of the corporate governing documents and Florida statutes [See SOF 40 - 510];
88. By counseling purported officers and directors to ignore demands for them to cease pretending to be officers and directors [See SOF 42, 137, 164];
89. By failing to update the corporate governing documents [See SOF 45];
90. By allowing the ASSOCIATION to pretend the BYLAW was amended on August 25, 2018 after RUSSELL sent a letter to the ASSOCIATION c/o CHARLIE ANN of SENTRY in which he stated amendments require approval of all holders of first mortgage liens [See SOF 112];
91. RUSSELL has committed many violations of the Florida Rules of Professional Conduct while fighting WINDSOR; he has committed perjury, fraud on the court, and many other violations while C&M has obtained over \$130,000 in legal fee payments from the ASSOCIATION [See SOF 499];
92. By allowing the ASSOCIATION to violate Florida Law and the governing documents by failing to hold annual meeting and annual election in 2017 when there was not a quorum [See SOF 51, 52, 59, 63, 104, 107, 137, 331, 525];
93. OMAR, VICKI, and KAREN were not lawfully elected, so they had no authority to schedule meetings [See SOF 118, 137];

94. By denying owners a special meeting to consider a substitute budget [See SOF 145];
95. By allowing the ASSOCIATION to hire police to attend ASSOCIATION meetings by falsely claiming police were needed because of WINDSOR threats to do physical harm or kill people. WINDSOR did no such thing [See SOF 119, 204];
96. By authorizing the ASSOCIATION to disregard the votes and proxies submitted in advance by owners on December 12, 2018. WINDSOR objected. BRIAN of C&M ignored him and facilitated this wrongdoing. [See SOF 120];
97. By authorizing the ASSOCIATION to conduct the purported December 12, 2018 meeting when it was void for a variety of reasons. [See SOF 121];
98. By authorizing the ASSOCIATION to conduct a purported January 16, 2019 meeting that was not legal because OMAR, VICKI, and KAREN were not legally elected as directors. [See SOF 139];
99. By causing the value of the condos of ASSOCIATION members to decline due to the legal problems [See SOF 143];
100. By ignoring requests from an ASSOCIATION member in an effort to determine what was needed to accept the signatures of Nancy Camp and Jane O'Steen for the Nielsen Trust. [See SOF 148];
101. By claiming the BYLAWS provide that reserves are to be allocated to a specific use [See SOF 151];
102. By claiming the BYLAWS restrict ASSOCIATION owners to speak three minutes total at meetings [See SOF 151];

103. By causing the ASSOCIATION to violate the BYLAWS by disregarding valid proxies [See SOF 151];
104. By claiming DECLARATION 12.2 gives the Board the power to increase dues for repairs and maintenance [See SOF 151];
105. By causing and/or allowing the ASSOCIATION, OMAR, VICKI, and KAREN to violate Florida Statue Section 617.0830 and 617.0834 by committing the crime of fraud and perhaps other crimes [See SOF 151];
106. By authorizing the ASSOCIATION to disregard the defamation directed at WINDSOR. [See SOF 137, 153, 154];
107. By failing to comply with the Florida Rules of Professional Conduct [See SOF 499];
108. By failing to comply with the Florida Rules of Civil Procedure [See SOF 499];
109. By managing a purported December 12, 2018 meeting that was void [See SOF 121]
110. By allowing the ASSOCIATION, SENTRY, and CHARLIE ANN to announce false voting results at the December 12, 2018 meeting [See SOF 151, 167, 209, 216];
111. By allowing the ASSOCIATION to repeatedly produce a bogus set of minutes for a purported meeting for August 2017 [See SOF 51];
112. By causing COACH HOUSES MEMBER DEFENDANTS AND THE ASSOCIATION to ignore notices of violations and wrongdoing and demands to rectify. [See SOF 42, 122, 123, 125, 126, 137, 151, 157, 167, 168, 179, 180, 182,

189, 226, 227, 229, 235, 237, 238, 240, 242, 244-246, 248, 251, 253, 254, 258, 261, 263, 265, 270-272, 274, 275, 283-285, 288-291, 295-297, 303, 308, 309, 315, 319, 320, 327, 329-331, 334, 358-360, 363, 371, 376, 386, 391, 392, 394, 396-406, 410, 461, 486, 489, 491, 492, 498, and others.]

113. By causing the ASSOCIATION to fail to file Petitions for Recall Arbitration [See SOF 156, 171];

114. By causing the ASSOCIATION to deny the election / recall on February 4, 2019 and February 19, 2019 [See SOF 155, 156, 170];

115. By causing the ASSOCIATION to fail to produce Records requested for Inspection [See SOF 175 -176] [EXHIBITS 1853, 1857];

116. By allowing the ASSOCIATION to hold a purported March 22, 2019 meeting and election due to fraud as well as other violations [See SOF 195, 210];

117. By ignoring a February 23, 2019 certified letter from WINDSOR advising C&M of a variety of wrongful acts. There was no response. [See SOF 177.]

118. By concealing Designated Voter Certificates at the purported March 22, 2019 meetings that would have shown several to be invalid; [See SOF 202.]

119. By falsifying information sent to the DBPR [See SOF 310, 323, 324];

120. By holding themselves out as the attorneys for the ASSOCIATION but not representing the best interests of the ASSOCIATION;

121. By taking large sums of money from the ASSOCIATION;

122. By failing to provide the ASSOCIATION with the minimum standard of care.

607. In addition to the negligence and/or malpractice committed by C&M DEFENDANTS as shown herein, upon information and belief, the C&M DEFENDANTS fraudulently induced the ASSOCIATION to pay large sums of money by making representations regarding the legal issues that were not true.

608. The ASSOCIATION performed all conditions, covenants, and promises required on their part in accordance with the 2015 Attorney Representation Agreement for Community Associations, with the exception of those conditions which the ASSOCIATION was prevented and/or relieved from performing by the acts and omissions of the C&M DEFENDANTS. Implicit in the contract for legal services was the requirement to perform such services competently and to not require payment for incompetent services, to not bill excessively or dishonestly, and to not require payment of excessive or dishonest bills, and for the C&M DEFENDANTS to comply with the Rules of Professional Conduct (and other applicable laws) in the provision of their services and to not require payment of services violating the Rules of Professional Conduct or other applicable laws. The C&M DEFENDANTS breached the 2015 Attorney Representation Agreement for Community Associations by failing to provide competent services. As a direct and proximate result of C&M DEFENDANTS incompetence and contractual breaches, the ASSOCIATION has suffered damages and should suffer significant damages in this case.

609. A client's retention of a law firm gives rise to a fiduciary relationship between the parties. The scope of an attorney's fiduciary obligations are determined as a matter of law. These fiduciary duties include duties of care and loyalty, an obligation to the ASSOCIATION.

610. In breach of their fiduciary duties and professional responsibilities to the ASSOCIATION, the C&M DEFENDANTS committed the wrongful acts and omissions shown herein.

611. As the ASSOCIATION's attorneys, the C&M DEFENDANTS also owed a duty to comply with Florida Rules of Professional Conduct and not to unreasonably or excessively bill the ASSOCIATION. The C&M DEFENDANTS' fiduciary duties to the ASSOCIATION also included the obligation that the C&M DEFENDANTS would perform the legal services in an efficient and cost effective manner, would not pad or engage in deceptive and abusive billing practices, would charge litigation costs and expenses to the ASSOCIATION at their own cost and without increase, and that the C&M DEFENDANTS would exercise their fiduciary duty in respect to their fees, billings and costs charged. The C&M DEFENDANTS breached their fiduciary duties to the ASSOCIATION by unreasonably and excessively billing the ASSOCIATION for the ultimately incompetent legal services performed which caused hundreds of thousands of dollars in damages to the ASSOCIATION and its members. As a direct and proximate result of the C&M DEFENDANTS' various fiduciary breaches, the ASSOCIATION has suffered compensatory damages in an amount to be proven at trial.

612. In doing the things herein alleged, the C&M DEFENDANTS intentionally put their own financial interests ahead of the interests of their client. As a direct and proximate result of the C&M DEFENDANTS' actions, as alleged herein, the ASSOCIATION incurred substantial unnecessary fees and costs, in an amount subject to proof.

613. The legal work was mishandled from the start of C&M's representation and the mishandling by the C&M DEFENDANTS began almost immediately after C&M was retained.

614. The C&M DEFENDANTS, and each of them, failed to exercise reasonable care and skill in their representation of the ASSOCIATION by negligently and carelessly doing all of the acts and omissions as herein alleged.

615. The C&M DEFENDANTS, and each of them, owed the ASSOCIATION a fiduciary duty to act at all times in good faith and in the ASSOCIATION's best interests, and had a duty, among other things, to perform the services for which they were retained with reasonable care and skill, to act in the ASSOCIATION's highest and best interests at all times, and to not expose the ASSOCIATION to any unnecessary risk or peril. This fiduciary and confidential relationship was never repudiated by the C&M DEFENDANTS at any time herein mentioned.

616. The C&M DEFENDANTS, and each of them, breached their fiduciary duties and obligations to the ASSOCIATION by doing all of the acts and omissions as herein alleged.

617. WINDSOR demands judgment of and from C&M DEFENDANTS for compensatory damages in an amount to be proven at trial; special damages as permitted by law; pre-judgment and post-judgment interest as permitted by law; and for such other relief as the Court deems necessary or proper.

618. Furthermore, in doing all of the above described acts and omissions constituting Defendants' breach of their fiduciary duties owed to the ASSOCIATION, the ASSOCIATION sustained damages, including but not limited to, legal fees incurred to C&M in the amount of over \$130,000, the ASSOCIATION sustained further and additional economic and out of pocket losses and damages to be presented at trial, all according to proof.

619. The acts and omissions constituting breach of the C&M DEFENDANTS' fiduciary duties were committed with oppression, fraud and/or malice. As a result,

ASSOCIATION, in addition to actual damages, may recover exemplary damages for the sake of example and by way of punishing the C&M DEFENDANTS.

COUNT FOUR
BREACH OF CONTRACT

620. WINDSOR adopts and realleges Paragraphs 1 through 505.

621. WINDSOR asserts this claim against the ASSOCIATION.

622. The failure of the ASSOCIATION to operate according to the DECLARATION, ARTICLES OF INCORPORATION, BYLAWS, RULES, and FLORIDA STATUTES is breach of contract and breach of governing documents. [EXHIBITS A, B, D, and E.]

623. The ASSOCIATION has been operating unlawfully. Many violations have been repeated again and again. The Statement of Facts is filled with evidence.

624. Dues and assessments have been levied against WINDSOR and other Owners without legal authority. WINDSOR, one of the 32 owners, believes he is owed at least \$15,000 due to excessive charges.

625. The ASSOCIATION, COACH HOUSES MEMBER DEFENDANTS, C&M DEFENDANTS, and SENTRY DEFENDANTS are responsible for the breaches.

626. The ASSOCIATION's corporate charter should be revoked due to failure of the ASSOCIATION to comply with the DECLARATION, ARTICLES OF INCORPORATION, BYLAWS, RULES, and FLORIDA STATUTES.

COUNT FIVE
DERIVATIVE ACTION FOR MALPRACTICE AND BREACH OF CONTRACT

627. WINDSOR adopts and realleges Paragraphs 1 through 505.

628. WINDSOR asserts this claim against the SENTRY DEFENDANTS.

629. The SENTRY DEFENDANTS have committed malpractice and breach of contract.

630. The SENTRY DEFENDANTS have Community Association Management licenses from the State of Florida pursuant to Florida Administrative Code 61E14-1.001.

631. SENTRY has been employed as the association management firm representing the ASSOCIATION from November 1, 2014 to October 31, 2020. EXHIBIT 430 is the contract.

632. The contract with SENTRY [EXHIBIT 430] required that "Agent shall act in accordance with Association's recorded governing documents, applicable statutes and legal directives...." SENTRY violated this agreement. [See SOF 500.]

633. SENTRY has neglected reasonable duties.

634. SENTRY's negligence is the proximate cause of loss to the ASSOCIATION.

635. SENTRY's negligence is the proximate cause of loss to WINDSOR and other owners.

636. Florida case law provides that CAMs have a fiduciary duty to the ASSOCIATION.

637. A derivative suit is an action in which a stockholder or member of a not-for-profit corporation that is condominium association seeks to enforce a right of *action* existing in the corporation; the injury sustained by the stockholder or member bringing such suit is basically the same as the injury sustained by other stockholders and members in the corporation.

638. Florida Statute 617.07401 provides legal authority for this Member's Derivative Action. Florida Statute Section 617.002 provides that the provisions of Chapter 607, the Florida General Corporation Act, apply to all nonprofit corporations.

639. WINDSOR was a member of the corporation when the transactions complained of occurred. This Complaint is verified, and it alleges with particularity the demands made to obtain action by the board of directors and that the demands were refused or ignored by the board of directors for at least 90 days after the date of the first demand. WINDSOR was never notified in writing that the corporation rejected the demands.

640. At all times, the SENTRY DEFENDANTS held themselves out as licensed by the State and competent in the area of association management for which the ASSOCIATION retained the services of the SENTRY.

641. SENTRY was required to exercise the same duty of care as a reasonably competent association management company and to use reasonable care in determining and implementing a strategy and procedures to be followed to achieve the ASSOCIATION's legal goals. As a fiduciary to the ASSOCIATION, SENTRY was obligated to protect the ASSOCIATION.

642. In the course of handling management matters for the ASSOCIATION, the SENTRY DEFENDANTS negligently failed to act with the degree of competence generally possessed by association management companies in Florida who handle association management similar to the ASSOCIATION's. The ASSOCIATION paid SENTRY a substantial amount of money for the sole purpose of managing the ASSOCIATION in all matters.

643. SENTRY has neglected reasonable duties. SENTRY DEFENDANTS were negligent and/or committed malpractice and breached fiduciary duties to the ASSOCIATION, in at least the following regard:

1. By failing to ensure that the ASSOCIATION complied with Florida statutes and the corporate governing documents as required in the second paragraph and paragraph E3 of the MANAGEMENT SERVICES AGREEMENT;
2. By failing to assist the ASSOCIATION in the enforcement of governing documents as required in paragraph E3 of the MANAGEMENT SERVICES AGREEMENT;
3. By failing to explain the terms of the ARTICLES OF INCORPORATION, DECLARATION, and BYLAWS and the impact to the ASSOCIATION as necessary pursuant to the second paragraph and paragraph E3 of the MANAGEMENT SERVICES AGREEMENT;
4. By failing to ensure that the ASSOCIATION held lawful annual meetings and elections as required in the second paragraph and paragraphs E3 and E5 of the MANAGEMENT SERVICES AGREEMENT;
5. By failing to ensure that the ASSOCIATION held lawful annual meetings and elections as required in the second paragraph and paragraphs E3 and E5 of the MANAGEMENT SERVICES AGREEMENT;
6. By failing to type, reproduce, and distribute meeting minutes as required in paragraph E4 of the MANAGEMENT SERVICES AGREEMENT;
7. By failing to type, reproduce, and distribute notices of annual meetings and elections as required by state law as required in paragraph E4 of the MANAGEMENT SERVICES AGREEMENT;

8. By failing properly maintain the common elements of the ASSOCIATION property as required in paragraph G1 of the MANAGEMENT SERVICES AGREEMENT;
9. By failing to ensure that the ASSOCIATION maintained an accurate roster of all unit owners at all times as required in paragraph D1 of the MANAGEMENT SERVICES AGREEMENT;
10. By failing to maintain the ASSOCIATION's governing documents on SENTRY's web portal as required in paragraph D3 of the MANAGEMENT SERVICES AGREEMENT;
11. By failing to ensure that the ASSOCIATION maintained Minutes as required in paragraph D1 of the MANAGEMENT SERVICES AGREEMENT;
12. By failing to charge \$45 for Intent to Lien Notices as required by the Addendum to the MANAGEMENT SERVICES AGREEMENT;
13. By failing to explain legal issues to the ASSOCIATION;
14. By failing to explain the terms of the ARTICLES OF INCORPORATION, DECLARATION, and BYLAWS and the impact to the ASSOCIATION;
15. By failing to ensure that the ASSOCIATION held lawful annual meetings and elections [See SOF 46, 47, 110, 151, and others];
16. By concocting schemes to keep OMAR, VICKI, and KAREN as the Officers and Directors as part of an effort to conceal SENTRY's malpractice and breach of contract [See SOF 42, 100, 107, 173, and others];
17. By assisting in preparing a fraudulent BYLAW Amendment on January 15, 2019 in Lake County, Florida [See SOF 97-99, 107, 108, 127, 138, 149];

18. By falsely and maliciously claiming the BYLAW regarding the annual meeting was amended on August 1, 2017 [See SOF 149, 151];
19. By providing false information to ASSOCIATION owners, including WINDSOR;
20. By endorsing false information to ASSOCIATION owners in a March 5, 2019 letter from NEAL McCulloh [See SOF 137, 184, 185, 545, 660, 661, 663];
21. By running up legal fees by requiring that BRIAN Hess handle all of WINDSOR's inquiries in writing [See SOF 124];
22. By running up legal fees by refusing to meet with WINDSOR to resolve matters [See SOF 662];
23. By running up legal fees to the ASSOCIATION and its members by failing to notify the D&O insurance carrier of litigation [See SOF 288];
24. By running up legal fees by ignoring notices sent by WINDSOR in an effort to avoid further litigation [See SOF 122-123, 125, 218, 236, 238, 240, 245, 246, 251, 253, 254, 258, 261, 262, 263, 265, 271, 274, 284-287, 289-291, 303, and others];
25. By running up legal fees by allowing the ASSOCIATION to pretend the BYLAWS were amended when they knew approval of all holders of first mortgage liens were required [See SOF 112 and others];
26. By running up legal fees by failing to accept WINDSOR's offer to withdraw his actions against the ASSOCIATION if C&M and SENTRY refunded to the ASSOCIATION all money paid by to them from 2016 to 2019 [See SOF 283];

27. By running up legal fees by failing to accept WINDSOR's offer to withdraw his actions against the ASSOCIATION if the ASSOCIATION admitted and corrected all the wrongdoing [See SOF 334];
28. By charging exorbitant amounts for filing a Notice of Lien [See SOF 395];
29. By allowing the ASSOCIATION to violate the Fair Credit Collection Act [See SOF 404];
30. By allowing the ASSOCIATION to violate Florida Administrative Code Section 61B-23.002 (6) regarding Designated Voter Certificates [See SOF 61];
31. By allowing the ASSOCIATION to violate Florida Administrative Code 61B-23.002 (8) regarding proxies [See SOF 120, 156, 171];
32. By allowing the ASSOCIATION to violate Florida Administrative Code 61B-23.002 (9) by denying members the right to speak at meetings with respect to all designated agenda items;
33. By allowing the ASSOCIATION to violate Florida Administrative Code Section 61B-23.0021 (4) by failing to give proper notice of elections [See SOF 54, 55, 110, 114, 151, and others];
34. By allowing the ASSOCIATION to violate Florida Administrative Code Section 61B-23.0021 (8) by failing to give proper notice of elections [See SOF 54, 55, 110, 114, 151, and others];
35. By allowing the ASSOCIATION to violate Florida Administrative Code Section 61B-23.0021 (8) by failing to enforce the envelope procedure required at the purported March 22, 2019 election [See SOF 197];

36. By allowing the ASSOCIATION to violate Florida Administrative Code Section 61B-23.001 (1) (d) by failing to notify owners of the unfilled board positions;
37. By allowing the ASSOCIATION to violate Florida Administrative Code Section 61B-23.0021 (8) by failing to notify owners of the unfilled board positions;
38. By allowing the ASSOCIATION to violate Florida Administrative Code Section 61B-23.0021 (8) by failing to send an amended notice following the withdrawal of Wendy Krauss [See SOF 48, 104-106];
39. By allowing the ASSOCIATION to violate Florida Statute Section 718.112(2)(d) by failing to correct the problem after Wendy Krauss removed herself as a Board candidate [See SOF 48, 104-106];
40. By allowing the ASSOCIATION to violate Florida Administrative Code Section 61B-23.0028 (3) (b) by failing to file petitions for recall [See SOF 171];
41. By allowing the ASSOCIATION to violate Florida Statute 718.104(4)(l) by using a name that violates Florida statutes [See SOF 181];
42. By allowing the ASSOCIATION to violate Florida Statute 718.104(4)(b) regarding the illegal name [See SOF 181];
43. By allowing the ASSOCIATION to violate Florida Statute 718.111(c)(3) with improper claims of attorney-client privilege [See SOF 151];
44. By allowing OMAR, VICKI, and KAREN to violate Florida Statute Section 718.111 (1) (q) regarding fiduciary duty [See SOF 151];

45. By allowing OMAR, VICKI, and KAREN to violate Florida Statute Section 718.111 (1) (d) regarding fiduciary duty [See SOF 151];
46. By allowing the ASSOCIATION to violate Florida Statute Section 718.111 (12) (6) by failing to maintain minutes of all meetings; [See SOF 166, 196, and many others.] [VERIFIED AFFIDAVIT OF WILLIAM M. WINDSOR DATED OCTOBER 27, 2020 (“AFFIDAVIT-2020-10-27”) ¶¶ 530, 600, 637, 729, 746, 753, 778, 779, 781, 788, 813, 950, 1006, 1063, 1068, 1375.]
47. By allowing the ASSOCIATION to violate Florida Statute Section 718.111 (12) (7) by failing to maintain current rosters [See SOF 49];
48. By allowing the ASSOCIATION to violate Florida Statute Section 718.111 (12) (15) by failing to maintain written records;
49. By allowing the ASSOCIATION to violate Florida Statute Section 718.112 by failing to give at least 14 days’ notice of the annual meeting [See SOF 55];
50. By causing and allowing the ASSOCIATION to violate Florida Statute Section 718.112 (1) (a) by not being governed as required by law [See SOF 151];
51. By allowing the ASSOCIATION to violate Florida Statute Section 718.112 (1) (c) (1) by failing to post notice of meetings in a conspicuous place;
52. By causing the ASSOCIATION to violate Florida Statute Section 718.112(2)(a)(2) regarding written inquiries and by providing false responses to written inquiries [See SOF 150, 151, 160, 161];
53. By allowing the ASSOCIATION to violate Florida Statute Section 718.112 (2) (b) by failing to require a quorum [See SOF 121 and others];

54. By causing and allowing the ASSOCIATION to violate Florida Statute Section 718.112(2)(c) by not allowing WINDSOR the right to speak at meetings with regard to all designated agenda items [See SOF 123, 151, 155, 302, 645];
55. By allowing the ASSOCIATION to violate Florida Statute Section 718.112(2)(c)(1) by failing to post notice of the December 12, 2018 meeting and by claiming compliance with the statute [See SOF 151];
56. By allowing the ASSOCIATION to violate Florida Statute Section 718.112(2)(d) by failing to hold annual meetings [See SOF 110 and others];
57. By allowing the ASSOCIATION to violate Florida Statute Section 718.112(2)(d) by failing to post notice of the December 12, 2018 meeting and by claiming compliance with the statute [See SOF 151];
58. By allowing the ASSOCIATION to violate Florida Statute Section 718.112(2)(d)(4) by failing to provide notice regarding annual elections in 2015, 2016, 2017, 2018, 2019, or 2020 [See SOF 151, 110];
59. By causing the ASSOCIATION to violate Florida Statute Section 718.112(2)(e)(11) regarding notice of proposed budgets [See SOF 151];
60. By allowing the ASSOCIATION to violate Florida Statute by improperly denying an election / recall 718.112(2)(j)2;
61. By allowing the ASSOCIATION to violate Florida Statute 718.112(2)(j)3 by failing to file petitions for arbitration over recalls [See SOF 171];
62. By allowing the ASSOCIATION to violate Florida Statute Section 718.303 (5) by improperly suspending voting rights;

63. By allowing the ASSOCIATION to violate ARTICLES of Incorporation of the ASSOCIATION Article IV, Section 4.2 by failing to obtain certified copies of deeds [See SOF 53, 63, 69, 210, 331];
64. By allowing the ASSOCIATION to violate ARTICLES of Incorporation of the ASSOCIATION Article VI, Officers by failing to elect Directors;
65. By allowing the ASSOCIATION to violate BYLAW 1.1 by showing a bogus address for the ASSOCIATION [See SOF 151];
66. By allowing the ASSOCIATION to violate BYLAW 2.1 by failing to maintain current rosters [See SOF 49, 53];
67. By allowing the ASSOCIATION to violate BYLAW 2.1 by failing to obtain certified copies of deeds;
68. By allowing the ASSOCIATION to violate BYLAW 2.2 regarding the annual meeting and election [See SOF 46, 47, 100, 110, 151, 486];
69. By allowing the ASSOCIATION to violate Florida Law and BYLAW 2.2 by failing to hold annual meeting and annual election in 2020;
70. By allowing the ASSOCIATION to violate BYLAW 2.2 regarding the term for Directors [See SOF 46, 47, 151];
71. By allowing the ASSOCIATION to violate BYLAW 2.3 regarding special members' meetings [See SOF 141, 145];
72. By allowing the ASSOCIATION to violate BYLAW 2.4 regarding conspicuous posting of notice of meetings [See SOF 54, 63, 64, 111, 117, 121, 151, 331];

73. By allowing the ASSOCIATION to violate BYLAW 2.4 regarding notice of meetings [See SOF 54, 55, and others];
74. By allowing the ASSOCIATION to violate BYLAW 2.5 regarding quorum [See SOF 52, 63, 331, and others];
75. By causing the ASSOCIATION to violate BYLAW 2.6 regarding voting [See SOF 53, 151];
76. By allowing the ASSOCIATION to violate BYLAW 2.6 regarding Designated Voters and quorum [See SOF 53, 151];
77. By causing and allowing the ASSOCIATION to violate BYLAW 2.9 (b) regarding election of a Chairman [See SOF 192, 194, 206];
78. By allowing the ASSOCIATION to violate BYLAW 2.9 (j) regarding election of Directors;
79. By allowing the ASSOCIATION to violate BYLAW 3.1 regarding the number of Directors;
80. By allowing the ASSOCIATION to violate BYLAW 3.2 regarding failure to consider nominations from the floor [See SOF 102 and others];
81. By allowing the ASSOCIATION to violate BYLAW 3.2 a regarding election of Directors [SOF 331];
82. By allowing the ASSOCIATION to violate BYLAW 3.2 b regarding use of a nominating committee [See SOF 63, 101];
83. By allowing the ASSOCIATION to violate BYLAW 3.3 regarding term of service for Directors;

84. By allowing the ASSOCIATION to violate BYLAW 3.4 regarding organizational meetings [See SOF 63, 103, 331];
85. By allowing the ASSOCIATION to violate BYLAW 3.5 regarding organizational meetings [See SOF 103];
86. By allowing the ASSOCIATION to violate BYLAW 3.6 regarding special meetings;
87. By allowing the ASSOCIATION to violate BYLAW 3.12 regarding election of officers [See SOF 100];
88. By allowing the ASSOCIATION to violate BYLAW 5.1 by failing to elect an Assistant Secretary [AFFIDAVIT-2020-10-27 ¶¶ 15, 304, 328, 329, 347, 373, 403, 465, 466, 468];
89. By allowing the ASSOCIATION to violate BYLAWS 6.1 and 6.2 regarding accounts classification [See SOF 151];
90. By allowing the ASSOCIATION to violate BYLAW 8.2 regarding Bylaw amendment;
91. By allowing the ASSOCIATION to violate BYLAW 8.3 regarding consent of mortgage holders [See SOF 63, 97, 112, 138, 331, 525];
92. By allowing the ASSOCIATION to violate DECLARATION Paragraph 13.3 regarding the number of Voting Interests [See SOF 51, 52, 59, 181, 331];
93. By allowing the ASSOCIATION to violate DECLARATION Paragraph 18.1 regarding amendment;
94. By claiming the ASSOCIATION had Rules limiting the right to speak [See SOF 151 and EXHIBIT E];

95. By allowing the ASSOCIATION to unlawfully increase assessments to the members [See SOF 39];
96. By allowing the ASSOCIATION to vote to unlawfully increase assessments to the members to as much as \$962.38 per month at the purported December 12, 2018 meeting [See SOF 39];
97. By facilitating repeated violations of the corporate governing documents and Florida statutes [See SOF 40 - 510];
98. By counseling purported officers and directors to ignore demands for them to cease pretending to be officers and directors [See SOF 42, 137, 164];
99. By failing to update the corporate governing documents [See SOF 45];
100. By allowing the ASSOCIATION to pretend the BYLAW was amended on August 25, 2018 after RUSSELL sent a letter to the ASSOCIATION c/o CHARLIE ANN of SENTRY in which he stated amendments require approval of all holders of first mortgage liens [See SOF 112];
101. By allowing the ASSOCIATION to violate Florida Law and the governing documents by failing to hold annual meeting and annual election in 2017 when there was not a quorum [See SOF 51, 52, 59, 63, 104, 107, 137, 331, 525];
102. By allowing COACH HOUSES MEMBER DEFENDANTS to schedule meetings when they were not lawfully elected and had no authority [See SOF 118, 137];
103. By allowing the ASSOCIATION to hire police to attend ASSOCIATION meetings by falsely claiming they were needed because of WINDSOR's threats to do physical harm or kill people [See SOF 119, 204];

104. By authorizing the ASSOCIATION to disregard the votes and proxies submitted in advance by owners on December 12, 2018 [See SOF 120];
105. By authorizing the ASSOCIATION to conduct the purported December 12, 2018 meeting when it was void for a variety of reasons [See SOF 121];
106. By authorizing the ASSOCIATION to conduct a purported January 16, 2019 meeting that was not legal because OMAR, VICKI, and KAREN were not legally elected as directors [See SOF 139];
107. By causing the value of the condos of ASSOCIATION members to decline due to the legal problems [See SOF 143];
108. By ignoring requests from an ASSOCIATION member in an effort to determine what was needed to accept the signatures of Nancy Camp and Jane O'Steen for the Nielsen Trust [See SOF 148];
109. By claiming the BYLAWS provide that reserves are to be allocated to a specific use [See SOF 151];
110. By claiming the BYLAWS restrict ASSOCIATION owners to speak three minutes total at meetings [See SOF 151];
111. By causing the ASSOCIATION to violate the BYLAWS by disregarding valid proxies [See SOF 151];
112. By claiming DECLARATION 12.2 gives the Board the power to increase dues for repairs and maintenance [See SOF 151];
113. By causing and/or allowing the ASSOCIATION, OMAR, VICKI, and KAREN to violate Florida Statue Section 617.0830 and 617.0834 by committing the crime of fraud and perhaps other crimes [See SOF 151];

114. By authorizing the ASSOCIATION to disregard the defamation directed at WINDSOR [See SOF 137, 153, 154];
115. By managing a purported December 12, 2018 meeting that was void [See SOF 121]
116. By allowing the ASSOCIATION, SENTRY, and CHARLIE ANN to announce false voting results at the December 12, 2018 meeting [See SOF 151, 167, 209, 216];
117. By allowing the ASSOCIATION to repeatedly produce a bogus set of minutes for a purported meeting for August 2017 [See SOF 51];
118. By causing COACH HOUSES MEMBER DEFENDANTS AND THE ASSOCIATION to ignore notices of violations and wrongdoing and demands to rectify. [See SOF 42, 122, 123, 125, 126, 137, 151, 157, 167, 168, 179, 180, 182, 189, 226, 227, 229, 235, 237, 238, 240, 242, 244-246, 248, 251, 253, 254, 258, 261, 263, 265, 270-272, 274, 275, 283-285, 288-291, 295-297, 303, 308, 309, 315, 319, 320, 327, 329-331, 334, 358-360, 363, 371, 376, 386, 391, 392, 394, 396-406, 410, 461, 486, 489, 491, 492, 498, and others.]
119. By causing the ASSOCIATION to fail to file Petitions for Recall Arbitration [See SOF 156, 171];
120. By causing the ASSOCIATION to deny the election / recall on February 4, 2019 and February 19, 2019 [See SOF 155, 156, 170];
121. By causing the ASSOCIATION to fail to produce Records requested for Inspection [See SOF 175 -176] [EXHIBITS 1853, 1857];

122. By allowing the ASSOCIATION to hold a purported March 22, 2019 meeting and election due to fraud as well as other violations [See SOF 195, 210];

123. By falsifying information sent to the DBPR [See SOF 310, 323, 324];

124. By failing to provide the ASSOCIATION with the minimum standard of care.

125. By holding themselves out as the management company for the ASSOCIATION but not representing the best interests of the ASSOCIATION;

126. By taking money from the ASSOCIATION without providing adequate service;

127. By failing to provide the ASSOCIATION with the minimum standard of care.

644. SENTRY has committed malpractice and breach of contract.

645. SENTRY has always maintained the ASSOCIATION's records. SENTRY has always been the only office where WINDSOR was sent to conduct his many Inspections of Records. SENTRY had the obligation to create specific records and maintain them. WINDSOR was not allowed to deal with purported Board members about the Inspection of Records.

646. On March 26, 2019, CHARLIE ANN lied about Inspections of Records. She knew she was continuing to conceal these records from WINDSOR. [See SOF 214.]

647. ART of SENTRY failed to advise what was needed for the Nielsen Trust vote to count in an election / recall. [See SOF 163.]

648. WINDSOR believes SENTRY committed malpractice by not even knowing what the corporate documents provided regarding quorum. [See SOF 59.]

649. SENTRY intentionally allowed invalid votes on August 1, 2017. [See SOF 72.]

650. SENTRY has claimed the August 1, 2017 meeting and election was valid. But the facts and the law establish there was no quorum; insufficient notice was given; notice of the meeting was not posted in a conspicuous place; there was no compliance with BYLAW 2.1; there was no nominating committee; there were no nominations from the floor; there was no election of board members or officers; there was no organizational meeting of a new board; OMAR, VICKI, and KAREN called the meeting, but they had no such authority as they were never elected at a lawful annual meeting and election; there were no approvals obtained from mortgage companies in violation of BYLAW 8.3. [See SOF 63.] SOF 64-96 provide proof that the BYLAWS were not amended on August 1, 2017.

651. On February 22, 2019, WINDSOR sent a certified letter to Brad Pomp ("BRAD"), the CEO of SENTRY. WINDSOR advised BRAD that the people acting as the Board were never elected, annual meetings were not being held on the date required by the BYLAWS, that the denial of the Recall / Election was bogus. Other violations were noted. Neither BRAD nor anyone from SENTRY ever responded. [See SOF 174.]

652. The contract with SENTRY required that "Agent shall act in accordance with Association's recorded governing documents, applicable statutes and legal directives...."

653. SENTRY has not acted in accordance with the ASSOCIATION's recorded governing documents, applicable statutes and legal directives.

654. WINDSOR has been demanding that the ASSOCIATION correct these violations for two years. He has essentially been ignored. The ASSOCIATION has not responded and has paid over \$130,000 in legal fees to fight arbitration petitions with the DBPR and resulting

requests for trial de novo on the arbitration petitions. Paragraphs 629-1380 in AFFIDAVIT-2020-10-27 provides a comprehensive chronology of the wrongdoing and WINDSOR's efforts.

655. The malpractice has damaged the ASSOCIATION, WINDSOR, and other owners.

656. In addition to the negligence and/or malpractice and breach of contract committed by SENTRY DEFENDANTS as shown herein, the SENTRY DEFENDANTS fraudulently induced the ASSOCIATION to pay money by making representations regarding their expertise and legal issues that were not true.

657. The ASSOCIATION performed all conditions, covenants, and promises required on their part in accordance with the SENTRY MANAGEMENT SERVICES AGREEMENT, with the exception of those conditions which the ASSOCIATION was prevented and/or relieved from performing by the acts and omissions of the SENTRY DEFENDANTS. Implicit in the contract for association management services was the requirement to perform such services competently and to not require payment for incompetent services, to not bill excessively or dishonestly, and to not require payment of excessive or dishonest bills, and for the SENTRY DEFENDANTS to comply with the Rules of DBPR, Florida law, or other applicable laws. The SENTRY DEFENDANTS were totally incompetent. As a direct and proximate result of SENTRY DEFENDANTS incompetence and contractual breaches, the ASSOCIATION suffered damages and should suffer significant damages in this case.

658. An association's retention of an association management firm gives rise to a fiduciary relationship between the parties. The scope of an association management firm's fiduciary obligations is determined as a matter of law and general principles relating to other

fiduciary relationships. These fiduciary duties include duties of care and loyalty, an obligation to the ASSOCIATION.

659. In breach of their fiduciary duties and professional responsibilities to the ASSOCIATION, the SENTRY DEFENDANTS committed the wrongful acts and omissions expressed above.

660. As the ASSOCIATION's management company, the SENTRY DEFENDANTS also owed a duty to perform the management services in an efficient and cost effective manner, would not pad or engage in deceptive and abusive billing practices, would charge costs and expenses to the ASSOCIATION at their own cost and without increase, and that the SENTRY DEFENDANTS would exercise their fiduciary duty in respect to their fees, billings and costs charged. The SENTRY DEFENDANTS breached their fiduciary duties to the ASSOCIATION by unreasonably and excessively billing the ASSOCIATION for the ultimately incompetent association management services performed which caused hundreds of thousands of dollars in damages to the ASSOCIATION and its members. As a direct and proximate result of the SENTRY DEFENDANTS' various fiduciary breaches, the ASSOCIATION has suffered compensatory damages in an amount to be proven at trial.

661. In doing the things herein alleged, the SENTRY DEFENDANTS intentionally put their own financial interests ahead of the interests of their client. As a direct and proximate result of the SENTRY DEFENDANTS' actions, as alleged herein, the ASSOCIATION incurred substantial unnecessary fees and costs, in an amount subject to proof.

662. Mishandling by the SENTRY DEFENDANTS began almost immediately after SENTRY was retained.

663. The SENTRY DEFENDANTS, and each of them, failed to exercise reasonable care and skill in their representation of the ASSOCIATION by negligently and carelessly doing all of the acts and omissions as herein alleged.

664. The SENTRY DEFENDANTS, and each of them, owed the ASSOCIATION a fiduciary duty to act at all times in good faith and in the ASSOCIATION's best interests, and had a duty, among other things, to perform the services for which they were retained with reasonable care and skill, to act in the ASSOCIATION's highest and best interests at all times, and to not expose the ASSOCIATION to any unnecessary risk or peril. This fiduciary and confidential relationship was never repudiated by the SENTRY DEFENDANTS at any time herein mentioned.

665. WINDSOR demands judgment of and from SENTRY DEFENDANTS for compensatory damages in an amount to be proven at trial; special damages as permitted by law; pre-judgment and post-judgment interest as permitted by law; and for such other relief as the Court deems necessary or proper.

666. Furthermore, in doing all of the above described acts and omissions constituting Defendants' breach of their fiduciary duties owed to the ASSOCIATION, the ASSOCIATION sustained damages, including but not limited to, legal fees incurred to SENTRY in the amount of over \$130,000, the ASSOCIATION sustained further and additional economic and out of pocket losses and damages to be presented at trial, all according to proof.

667. The acts and omissions constituting breach of the SENTRY DEFENDANTS' fiduciary duties were committed with oppression, fraud and/or malice. As a result, ASSOCIATION, in addition to actual damages, may recover exemplary damages for the sake of example and by way of punishing the SENTRY DEFENDANTS.

COUNT SIX
BREACH OF CONTRACT – FAILURE TO KEEP
COMMON AREAS CLEAN

668. WINDSOR adopts and realleges Paragraphs 1 through 505.
669. WINDSOR asserts this claim against the ASSOCIATION.
670. It is the responsibility of the ASSOCIATION to make sure that all the common areas are well-maintained. Failure of the ASSOCIATION to operate according to the ASSOCIATION DECLARATION, ARTICLES OF INCORPORATION, BYLAWS, and RULES is breach of contract.
671. The ASSOCIATION DECLARATION, ARTICLES OF INCORPORATION, BYLAWS, and RULES constitute a contract between WINDSOR and the ASSOCIATION and between all Owners and the ASSOCIATION.
672. WINDSOR purchased his condo in Building B and placed his trust and confidence in the ASSOCIATION, and the ASSOCIATION has a duty to protect him. The ASSOCIATION failed to do so.
673. On May 10, 2018, CHARLIE ANN of SENTRY sent a Request for Action to the Liebls (B2) regarding dog urine in the hallway of Building B. [EXHIBIT 434.] This was previously noted as a problem on December 12, 2016. The Liebls are very friendly with former purported board member and president OMAR, and as of June 3, 2019, the carpets had 23 dog urine spots. Photos are EXHIBIT 435-1 to 435-25. EXHIBIT 435-24 and EXHIBIT 435-25 show that these are very large urine spots. Allowing this is a violation. DECLARATION ¶22.8 February 3, 1997 amendment requires “Pets shall not be allowed to utilize the condominium premises as a waste disposal area.” EXHIBIT 822 is a letter about the dog pee problem.

674. On June 7, 2019, WINDSOR sent a certified letter to attorney BRIAN of C&M for the ASSOCIATION. He enclosed a Letter from Karen Chandler about B3 Carpet; Email from WINDSOR about Breach of Fiduciary Duty, Liebls, and Lawyers; Letter from WINDSOR agreeing to be a Director; Email from WINDSOR about Board Meeting; Email from WINDSOR about Vandalism in Building B; Email from me with Notice of Intent to file Third Petition for Arbitration; Notice of Intent for WINDSOR's Third Petition, pre-arbitration letter and Exhibits AA, BB, CC, DD, EE, and FF; Email from WINDSOR with Notice of Intent to file Third Petition Part 1 of 3; Email from WINDSOR with Notice of Intent to file Third Petition Part 2 of 3; Email from WINDSOR with Notice of Intent to file Third Petition Part 3 of 3. [EXHIBIT 991.] The certified mail receipt is EXHIBIT 992. WINDSOR also hand-delivered a copy to SENTRY; Richard accepted the envelope.

675. On June 7, 2019, Karen Chandler from Unit B4 wrote a letter with evidence that the Liebl's dog in B2 was responsible for staining the carpets in Building B. WINDSOR emailed it to the purported Board, SENTRY, and C&M. [See SOF 284, 285.]

676. On June 7, 2019, WINDSOR sent an email to the purported Board, SENTRY, and C&M charging Breach of Fiduciary Duty. [EXHIBIT 823.]

677. On June 17, 2019, WINDSOR sent an email to the ASSOCIATION demanding that the Building B carpets be cleaned. [See SOF 296.]

678. On June 18, 2019, WINDSOR sent the ASSOCIATION an email stating that the potential buyers for his condo were repulsed by the carpets and the failure to have the Liebls clean the carpets undoubtedly contributed to his loss of a sale. [See SOF 297.]

679. On June 29, 2019, WINDSOR paid Stanley Steemer \$83.75 to clean the carpets in Building B. [EXHIBIT 1062.]

680. On August 3, 2019 at 6:32 p.m., WINDSOR sent an email to the owners of the ASSOCIATION, SENTRY, and C&M complaining about cleaning of the common area carpets. [See SOF 347.]

681. The ASSOCIATION and the COACH HOUSES MEMBER DEFENDANTS refused to clean the carpets in the common area of Building B and refused to pay WINDSOR for the cleaning. WINDSOR had to spend his money to have 23 urine and dog poop stains cleaned.

COUNT SEVEN

CONSPIRACY

682. WINDSOR adopts and realleges Paragraphs 1 through 505.

683. WINDSOR asserts this claim against all DEFENDANTS.

684. DEFENDANTS have participated in a conspiracy. They have conspired to do unlawful acts or do lawful acts by unlawful means. Many overt acts have been done in pursuance of the conspiracy. WINDSOR has suffered damage as a result of the acts performed through the conspiracy.

685. Upon information and belief, there has been an agreement between two or more parties to do unlawful acts or do lawful acts by unlawful means.

686. One of the acts of the conspiracy is to ignore the laws of the State of Florida and the corporate governing documents to put people who were not lawfully elected in control of the ASSOCIATION. The goal of the conspiracy was to enable the ASSOCIATION to operate unlawfully. All of the DEFENDANTS have committed overt acts in pursuance of the conspiracy. OMAR, VICKI, and KAREN agreed with the SENTRY DEFENDANTS and C&M DEFENDANTS to falsely claim the BYLAWS were amended. The C&M DEFENDANTS handled the legal work to document a BYLAW amendment that was never passed, and C&M

filed it in Lake County Florida. C&M then lied about the validity of the amendment, and SENTRY covered up that there was no amendment and no minutes to substantiate a BYLAW amendment. Upon information and belief, the DBPR was brought into the conspiracy. MAHLON has had ex parte discussions with RUSSELL of C&M. The DBPR DEFENDANTS have issued opinions that are truly outrageous to assist the other DEFENDANTS in their wrongdoing. The C&M DEFENDANTS and SENTRY DEFENDANTS have been involved since Day One as were OMAR, VICKI, and KAREN.

687. WINDSOR anxiously awaits discovery that may show who established the agreement and concocted the scheme. Upon information and belief, it was either OMAR, C&M, or SENTRY, and it was done in an effort to conceal wrongdoing, criminal acts, improper use of ASSOCIATION assets, and malpractice by C&M and SENTRY.

688. The torts include Breach of Fiduciary Duty, Breach of Contract, Breach of Corporate Governing Documents, Fraud, Intentional Infliction of Emotional Distress, Malpractice, and more. Upon information and belief, criminal acts have been committed.

689. The COACH HOUSES MEMBER DEFENDANTS have conspired with the ASSOCIATION and each other. The COACH HOUSES MEMBER DEFENDANTS, the ASSOCIATION, the C&M DEFENDANTS, the SENTRY DEFENDANTS, and the DBPR DEFENDANTS have conspired with each other. All of the issues applicable to mandatory non-binding arbitration have already been addressed with the DBPR.

690. Each of the COACH HOUSES MEMBER DEFENDANTS has falsely claimed the BYLAWS were amended and that various people who were never lawfully elected were the Officers and Directors. The ASSOCIATION has participated in virtually all of the acts of the conspiracy. The C&M DEFENDANTS and the SENTRY DEFENDANTS have facilitated all of

the wrongful acts. ALL of the DEFENDANTS have ignored efforts to get state law and corporate governing documents honored.

691. The DBPR DEFENDANTS have violated Article 1, Section 21 of the Florida Constitution as part of the conspiracy. [See SOF 369.] There has never been an appellate decision in Florida granting immunity to the DBPR or its employees.

692. The DBPR, MAHLON, and LEAH acted in the clear absence of all jurisdiction. They violated the law, committed perjury, acted corruptly, and intentionally violated WINDSOR's rights. There is no immunity for criminal conduct and conspiracy by a government agency or attorneys who want to pretend to be "judges." They showed bad faith, malicious purpose, and wanton and willful conduct. [See SOF 502, 503, 504.]

693. A significant effort of the conspiracy has been to wrongfully declare BYLAW 2.2 was amended on August 1, 2017. The records produced by the ASSOCIATION at Inspections of Records prove that the BYLAW was not amended. The Minutes of the meeting do not even mention efforts to amend the BYLAW. [EXHIBIT 1287.]

694. WINDSOR has been damaged as a result of the acts done under the conspiracy. WINDSOR had to withdraw as a candidate for the Board. WINDSOR lost an \$80,000 contract to sell his condo. WINDSOR has spent many thousands of dollars fighting the wrongful acts. The ASSOCIATION has spent over \$130,000 with C&M battling WINDSOR's efforts, and WINDSOR has been forced to pay 1/32 of that amount. WINDSOR has been forced to pay monthly assessments that are dramatically higher than the last lawfully-approved assessment. WINDSOR has been forced to endure emotional distress.

695. The DEFENDANTS developed a "peculiar power of coercion" possessed by the conspirators by virtue of their combination, which WINDSOR acting alone does not possess.

Here it was the concerted nature of the actions of these DEFENDANTS that caused the resulting losses to WINDSOR.

COUNT EIGHT
PROFESSIONAL NEGLIGENCE

696. WINDSOR adopts and realleges Paragraphs 1 through 505 and statements of fact in Counts Two, Three, Five, and Nine.

697. WINDSOR asserts this claim against C&M DEFENDANTS, the SENTRY DEFENDANTS, and the DBPR DEFENDANTS.

698. The C&M DEFENDANTS, the SENTRY DEFENDANTS, and the DBPR DEFENDANTS have been negligent. They have failed to use reasonable care. Reasonable care is the care that a reasonably careful attorney, licensed association manager, or government official would use under like circumstances.

699. Negligence is doing something that a reasonably careful attorney, licensed association manager, or government official would not do under like circumstances or failing to do something that a reasonably careful attorney, licensed association manager, or government official would do under like circumstances.

700. The Statement of Facts and Counts One, Two, Three, Five, and Nine herein identify many facts that prove negligence, failure to use reasonable care, and professional wrongdoing. The DBPR DEFENDANTS showed bad faith, malicious purpose, and wanton and willful conduct. There has never been an appellate decision in Florida granting immunity to the DBPR or its employees.

701. This professional negligence damaged WINDSOR.

COUNT NINE
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

702. WINDSOR adopts and realleges Paragraphs 1 through 505.

703. WINDSOR asserts this claim against all DEFENDANTS.

704. DEFENDANTS have intentionally and recklessly inflicted mental suffering and emotional distress on WINDSOR. Their conduct has been outrageous. Their conduct has caused and continues to cause emotional distress to WINDSOR. The emotional distress has been and is severe.

705. SOF 119, 131, 133, 134, 137, 142, 144, 146, 147, 151, 153, 154, 161, 169, 187, 188, 193, 204, 207, 222, 234, 502, 503, 504, and paragraphs 654-667 are specifically noted on this Cause of Action.

706. WINDSOR has been viciously defamed. His fellow owners, mainly senior citizens, have falsely and maliciously been told he doesn't know the law, is a criminal, and has threatened to kill fellow owners. An alleged Wanted Poster with WINDSOR's photograph was mailed anonymously to every owner. At least two of the owners called to report WINDSOR to the Leesburg Police Department as a wanted man who needed to be arrested. CHARLIE ANN and SENTRY tried to have WINDSOR arrested for speaking at a meeting; an All-Points-Bulletin was issued for him by the Tavares Police Department. Police have been hired to attend meetings because WINDSOR had allegedly made threats to hurt or kill Board members. At least one of the scariest owners sat next to WINDSOR at a meeting with a pistol in his pocket. They've threatened to file liens and foreclose. One woman filed a criminal stalking complaint against him. WINDSOR has found shell casings next to his vehicle and a big snake in his garage. His property has been vandalized. [See SOF 190, 302.]

707. C&M Attorneys have abused WINDSOR repeatedly. It has been one lie after another. Surely this must be the biggest malpractice case in history in terms of the number of issues.

708. The DBPR should be a place where condominium owners can go for relief from wrongdoing. Instead the DBPR, MAHLON, and LEAH lied and violated the law repeatedly. This caused significant mental anguish. The DBPR DEFENDANTS were reckless and showed bad faith, malicious purpose, and wanton and willful conduct. There has never been an appellate decision in Florida granting immunity to the DBPR or its employees.

709. Merriam-Webster defines "emotional distress" as "a highly unpleasant emotional reaction (as anguish, humiliation, or fury) which results from another's conduct and for which damages may be sought."

710. Emotional distress should be a relative issue. WINDSOR is a disabled senior citizen. He is 72 years-old. He has been humiliated by the DEFENDANTS. He has developed insomnia. He can only walk short distances with a cane. He lives on the second floor and has fallen down the stairs many times. He is like a prisoner in his second-floor condo where he has become despised by most of the neighbors. WINDSOR has been living on an emotional roller coaster for the last two years. He has studied the law, become confident with the law and the evidence, and has attempted to get the wrongdoing with the ASSOCIATION corrected. Then there are no responses or outrageous legal responses. This causes extreme mental anguish in WINDSOR.

711. MARTA and VICKI Hedrick's gun-toting husband, David Wayne Hedrick, have accused WINDSOR of being a criminal. In early 2019, WINDSOR learned that David Wayne Hedrick was telling people that WINDSOR had threatened to do bodily harm to his wife,

VICKI. On January 26, 2019, David Wayne Hedrick sent a letter to OMAR, VICKI, KAREN, and SENTRY in which he accused WINDSOR of "felonious actions." This is libel. [EXHIBIT 1029.] The Legal Dictionary defines "felonious" as "done with an intent to commit a serious crime or a felony; done with an evil heart or purpose; malicious; wicked; villainous."

WINDSOR has never committed a crime other than some speeding over 20 years ago. He has never done a felonious action. He has done nothing with an evil heart, malicious, wicked, or villainous. WINDSOR considers David Wayne Hedrick to be a threat. He seems unstable, and he has guns.

712. Upon information and belief, MARTA is responsible for a wanted poster being sent to every member of the ASSOCIATION and is one of the people who contacted the Leesburg Police Department attempting to get WINDSOR arrested for being wanted. WINDSOR is severely claustrophobic, and the thought of being locked up in a jail or prison causes extreme mental anguish.

713. Having SENTRY call the Tavares Police Department in an attempt to get WINDSOR arrested for exercising his legal right to speak at a purported meeting was outrageous. The Tavares Police issued an All-Points Bulletin for Windsor. [EXHIBIT 1812.] WINDSOR has a video to prove what happened. In an Inspection of Records, WINDSOR learned that NEAL of C&M orchestrated this outrage. [EXHIBIT 1848.] [EXHIBIT 1847.] [See SOF 302.]

714. On June 29, 2019, WINDSOR sent an email to inform owners that he had been reported to the police by the ASSOCIATION or SENTRY on June 20, 2019. [EXHIBIT 1088.] [EXHIBIT 1059 at 2:50, WINDSOR asked "what about the eight open spots on the Board?" CHARLIE ANN said the meeting was adjourned. She then ordered WINDSOR to leave the

building. The remainder of the video is CHARLIE ANN escorting WINDSOR out of the building. Later that day, owner Larry Lunsford informed WINDSOR that two Leesburg Police Officers arrived after he left. As the video shows, there was absolutely no basis for reporting WINDSOR to the police.

715. Falsely accusing WINDSOR of crimes creates severe emotional distress. WINDSOR is an honest, law-abiding citizen. He has never intentionally committed a crime. He doesn't even have a traffic or parking ticket in the last 20 years.

716. CHARLIE ANN of SENTRY repeatedly violated WINDSOR's rights to speak and inspect records, and she routinely ensured that the ASSOCIATION violate the Florida statutes and corporate governing documents.

717. Having resident Dorothy Liebl attempt to have WINDSOR arrested for stalking and attempt to get a stalking protective order was extremely devastating. Dorothy Liebl filed a complaint with the Lake County Court (Case No. 35-2009-DR-000650) in which she sought to have WINDSOR ordered to move away from Coach Houses. Dorothy Liebl lied. She failed to appear for the hearing, so the case was dismissed. While that was a relief, WINDSOR would have preferred to get her under oath and prove perjury. Dorothy Liebl's outrageous actions will continue to damage WINDSOR. When WINDSOR needed a caregiver after a bad fall down the stairs and was in horrific pain, he was denied a caregiver because the company found Dorothy Liebl's stalking complaint online.

718. On January 9, 2019, WINDSOR was informed that one Coach Houses owner, Dave Van Leeuwen, was told that WINDSOR had physically threatened Board members. Dave Van Leeuwen had decided WINDSOR was a dangerous person and he should have nothing to do with him. [EXHIBIT 346.] WINDSOR was then told by neighbors that OMAR was telling

owners that WINDSOR had threatened to kill Board Members. WINDSOR was told that VICKI Hedrick's husband, David Wayne Hedrick, had told people that WINDSOR had threatened to kill VICKI. WINDSOR was told that owner MARTA Carbajo was telling owners that WINDSOR was wanted for criminal charges of fraud. Someone mailed a Wanted Poster with my photo to the owners. None of this was true.

719. Owner Allan Holtz informed WINDSOR about Dave Van Leeuwen. WINDSOR asked if Dave would be willing to meet with him, and he responded: "No, I'm quite sure Dave wouldn't be willing. He literally seems to be scared of you. My impression is that he really believes that you made physical threats to the board and that you are a dangerous guy. Someone's done a pretty good job on him...." [EXHIBIT 349.]

720. On January 11, 2019, WINDSOR emailed Dave Van Leeuwen about the defamation he had heard. [EXHIBIT 347.] On January 13, 2019, Dave Van Leeuwen emailed WINDSOR to acknowledge the defamation he had heard and to apologize for sharing it. [EXHIBIT 348.]

721. On March 5, 2019, a so-called "Town Hall Meeting" was held. [EXHIBIT 281.] I considered it to be an effort by C&M to dissuade owners from voting to replace OMAR, VICKI, and KAREN. [EXHIBIT 282-1, EXHIBIT 282-2, EXHIBIT 282-3, EXHIBIT 282-4, EXHIBIT 282-5, EXHIBIT 282-6, EXHIBIT 282-7 is video from the meeting.] No minutes were published for the purported meeting. [See SOF 184.]

722. On March 5, 2019, NEAL McCulloh of C&M distributed a letter to the owners of the ASSOCIATION. [EXHIBIT 267.] In the second paragraph on page 1, NEAL claims the actions taken on December 12, 2018 were at his firm's direction. WINDSOR believes this is proof of malpractice. In the first full paragraph on page 2, NEAL claims the directors were

properly elected because “only three (3) people timely and properly submitted an intent to be a candidate for the current term.” This is false. WINDSOR has complete proof of this. In the first full paragraph on page 2, NEAL falsely claims individuals were recommending self-management and elimination of professional services. WINDSOR believes this is false and malicious. In that paragraph, NEAL also claims so many of the legal challenges (by me) are “completely wrong, in error, and in derogation of the Florida Statutes and/or the Association’s Governing Documents.” This is false and malicious.

723. After the meeting ended, WINDSOR spoke with NEAL and suggested a meeting to discuss and attempt to resolve the issues. WINDSOR expressed that this would be far less expensive to the owners. He refused. He told WINDSOR to handle it through legal filings.

724. When NEAL McCulloh of C&M spoke to the owners at a so-called Town Hall Meeting on March 5, 2019, he defamed WINDSOR repeatedly. He falsely and maliciously made claims about the facts and the law. He indicated repeatedly that he was delighted by the legal actions because it was paying to send his son to college. This outraged WINDSOR and other owners.

725. The acts of the DEFENDANTS have been outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community. The blatant violation of the law and the corporate governing documents has been outrageous. The magnitude of the wrongdoing must be seen as extremely extreme in degree. There is nothing decent about what the DEFENDANTS have done. All citizens should be able to expect that they will be treated fairly and with honesty, especially senior citizens. What the DEFENDANTS have done is intolerable

in a civilized society. When WINDSOR tells people what has been done, the response is “OUTRAGEOUS.”

726. In most cases, claims for intentional infliction of emotional distress pertain to one or a small number of acts. In this case, the emotional distress has come from many people and organizations over a period of two years. It’s like Chinese Water Torture to WINDSOR.

PUNITIVE DAMAGES

727. Pursuant to Florida Statutes, including 768.72, the DEFENDANTS should be held liable for punitive damages as they are personally guilty of intentional misconduct or gross negligence. The DEFENDANTS had actual knowledge of the wrongfulness of the conduct and the high probability that injury or damage to the claimant would result and, despite that knowledge, intentionally pursued that course of conduct, resulting in injury or damage. The conduct was so reckless or wanting in care that it constituted a conscious disregard or indifference to the rights of persons exposed to such conduct. C&M and SENTRY actively and knowingly participated in such conduct or the officers, directors, or managers of C&M and SENTRY knowingly condoned, ratified, or consented to such intentional misconduct that constituted gross negligence and that contributed to the loss, damages, or injury. The officers, directors, or managers of the employer, principal, corporation, or other legal entity knowingly condoned, ratified, or consented to such conduct. DBPR knowingly condoned, ratified, or consented to such intentional misconduct or engaged in conduct that constituted gross negligence and that contributed to the loss, damages, or injury. The officers, directors, or managers of the employer, principal, corporation, or other legal entity knowingly condoned, ratified, or consented to such conduct.

PRAYER FOR RELIEF

WHEREFORE, the PLAINTIFF, WILLIAM M. WINDSOR, demands judgment for damages against DEFENDANTS and for other such relief as may be just and equitable and otherwise deemed proper by the Court. The PLAINTIFF asks the Court to order:

1. that OMAR, VICKI, KAREN, SHEHNEELA, ISABEL, SERGIO, ED, MARTA, WENDY, HOWIE, and SUE have breached their fiduciary duty and caused damages to the Plaintiff;
2. that the ASSOCIATION, C&M DEFENDANTS, SENTRY DEFENDANTS, AND OMAR, VICKI, AND KAREN have committed fraud;
3. that ISABEL, SERGIO, ED, SHEHNEELA, NEAL, DBPR, MARTA, WENDY, HOWIE, and SUE have participated in the fraud;
4. that the C&M and the C&M DEFENDANTS have committed malpractice;
5. that SENTRY and the SENTRY DEFENDANTS have committed malpractice;
6. that SENTRY and the SENTRY DEFENDANTS have committed breach of contract;
7. that the ASSOCIATION has failed to operate according to the DECLARATION, ARTICLES OF INCORPORATION, BYLAWS, RULES, and FLORIDA STATUTES is breach of contract;
8. that the ASSOCIATION has committed breach of contract by failing to keep common areas clean;
9. that the ASSOCIATION, COACH HOUSES MEMBER DEFENDANTS, SENTRY DEFENDANTS, and C&M DEFENDANTS have breached governing documents;
10. that the DEFENDANTS have participated in a conspiracy;

11. that the C&M DEFENDANTS, the SENTRY DEFENDANTS, and the DBPR DEFENDANTS have committed professional negligence;
12. that the ASSOCIATION, COACH HOUSES MEMBER DEFENDANTS, SENTRY DEFENDANTS, and C&M DEFENDANTS have not properly conducted elections; have not given adequate notice of meetings or other actions; have not properly conducted meetings; have not properly allowed inspection of books and records; have violated dozens of laws, rules, BYLAWS, and statutes, and these violations must be legally identified through declaratory judgments;
13. that the corporate charter of the ASSOCIATION should be revoked;
14. that DEFENDANTS have intentionally and recklessly inflicted mental suffering and emotional distress on the Plaintiff;
15. injunctive relief;
16. an award of punitive damages to the Plaintiff;
17. an award attorneys' fees and costs to the Plaintiff; and
18. such other relief as may be proper.

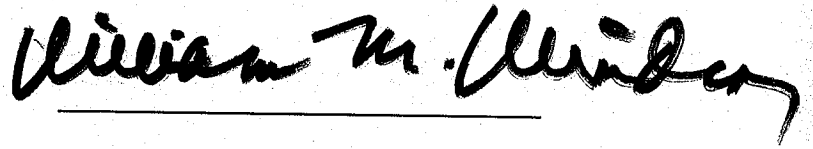
Dated in Leesburg, Florida this 24th day of November, 2020.


William M. Windsor

DEMAND FOR JURY TRIAL

Plaintiff, WILLIAM M. WINDSOR, demands a jury trial on all issues so triable of each and every one of the Counts set forth above.

RESPECTFULLY submitted and dated this 24th day of November, 2020,

A handwritten signature in black ink, reading "William M. Windsor". The signature is written in a cursive style with a horizontal line underneath it.

William M. Windsor

100 East Oak Terrace Drive, Unit B3

Leesburg, Florida 34748 - 352-577-9988

billwindsor1@outlook.com - bill@billwindsor.com

VERIFICATION

Personally appeared before me, the undersigned Notary Public duly authorized to administer oaths, William M. Windsor, who after being duly sworn deposes and states that he is authorized to make this verification and that the facts alleged in the foregoing are true and correct based upon his personal knowledge, except as to the matters herein stated to be alleged on information and belief, and that as to those matters he believes them to be true.

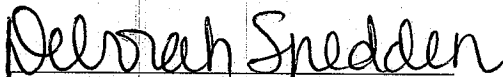
I declare under penalty of perjury that the foregoing is true and correct based upon my personal knowledge.

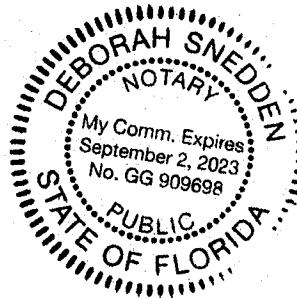
This 24th day of November, 2020,



William M. Windsor

Sworn and subscribed before me this 24th day of November, 2020, by means of physical presence.


Notary Public



CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing by Electronic

Mail:

Vicki Hedrick, Karen Bollinger, Shehneela Arshi, Ed Broom, Jr., Marta Carbajo, Sue Yokley,
Wendy Krauss, Howard Solow, Omar Nuseibeh, Isabel Campbell, Sergio Naumoff,
Coach Houses at Leesburg Condominium Association, Inc., Sentry Management, Inc., Art
Swanton, Charlie Ann Aldridge, and Brad Pomp:

c/o Christina Bredahl Gierke
COLE, SCOTT & KISSANE, P.A.
Counsel for Board Member Defendants
Tower Place, Suite 400, 1900 Summit Tower Boulevard, Orlando, Florida 32810
Telephone 321-972-0025, Facsimile 321-972-0099
christina.gierke@csklegal.com
victoria.mcfarland@csklegal.com, kirbie.caruso@csklegal.com

Clayton & McCulloh, P.A., Brian Hess, Neal McCulloh, Russell Klemm:

c/o Maura F. Krause
GOLDBERG SEGALLA, LLP
800 N. Magnolia Ave., Suite 450, Orlando, FL 32803
407-458-5600
mkrause@goldbergsegalla.com, jkovecses@goldbergsegalla.com
sherndon@goldbergsegalla.com, psouza@goldbergsegalla.com

Florida Department of Business and Professional Regulation, Mahlon C. Rhaney, Leah Simms:

c/o David Asti
OFFICE OF THE ATTORNEY GENERAL
501 E. Kennedy Blvd., Suite 1100, Tampa, Florida 33602-5242
Telephone: 813-233-2880, Facsimile: 813-233-2886
David.Asti@MyFloridaLegal.com
Wendy.Estevez@MyFloridaLegal.com
Christina.Santacroce@MyFloridaLegal.com

This 30th day of November, 2020.



William M. Windsor