



**VIA CERTIFIED MAIL RETURN**  
**RECEIPT NO. 9589 0710 5270 0173 3542 73**

May 16, 2024

Jonathan J. Ellis, Esquire  
Shumaker Loop & Kendrick LLP  
101 E. Kennedy Blvd., Suite 2800  
Tampa, Florida 33602-5150

Re: Point Brittany Administrative Corporation, Inc.  
Our Matter No: 10493-001  
**Your Clients: Danielle and Timothy Jenkins and Kevin Conzone**  
**Response to Statutory Offer to Participate in Pre-Suit Mediation**

Dear Mr. Ellis:

As you are aware, this firm represents Point Brittany Administrative Corporation, Inc. (the "Association"). We have received your letter, dated May 2, 2024, demanding pre-suit mediation regarding alleged material alterations that may have been made without a membership vote. Your letter indicated that our response to your March 29, 2024 letter only focused on the possible demolition of the Commercial Buildings and failed to address alleged material alterations to the pool gazebo or the management of the Commercial Buildings. We note that your previous letter specifically identified the former and did not specifically identify the latter as alleged material alterations to be addressed. In addition, your present letter demanded that my client indicate willingness to participate in pre-suit mediation within ten (10) days from the latest letter. Our office indicated, via email on May 9, 2024, that our response would be provided within the twenty (20) days provided by statute in order to coordinate with our client regarding the new issues presented.

My client has advised that circa 2019-2020, the Association levied a special assessment in order to fund several improvement projects related to the gazebo, seawall, Commercial Buildings, etc. Given the subsequent delays related to the COVID-19 pandemic and the resulting contractor and supply chain shortages, as well the realization that the estimates underlying the levied special assessments were insufficient to complete all the tasks, at present, many of these projects are still in progress and the Board considers them open project items.

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*\*\*By Appointment only*

With respect to the gazebo, due to the deteriorated condition and structural/safety concerns (i.e., unsound stairs and roof, water leaking into the electrical storage area underneath the gazebo, etc.), the Association's contractor coordinated with government authorities, and the Association was directed to remove the gazebo structure. When the plan was originally proposed, it was the Association's intention to remove and replace the gazebo with a similar structure and the Board discussed the concerns about the gazebo, the plan, and the status of removal at open Board meetings. The Association has not finalized plans for the replacement gazebo and the Association considers this item an open project with the intention of providing a replacement. Accordingly, it is our position that mediation at this juncture is pre-mature.

With respect to the management of the Commercial Buildings, your letter states that the Association:

“has filed[sic] to maintain the Commercial Buildings such that the nature and use of the Commercial Buildings has changed. To that end, it is our understanding that many offices have been maintained in a manner sufficient to allow tenants to rent the same.”

This description does not sufficiently put my client on notice of the alleged alteration(s) to provide a meaningful review or response. Nevertheless, my client has advised that the Medical Building and Country Store are leased; however, the Professional Building is not currently leased. With respect to the Professional Building, the discovery of asbestos required the interior of the building to be gutted. It has been, and currently is, the Association's plan to restore the Professional Building to accommodate tenants; however, the Association's repair efforts have been delayed due to the applicability of the FEMA 50/50 rule. The Association is currently working, with the assistance of the Commercial Property Planning Committee, to review available funding and consult architectural and engineering plans to assess options for the future of the Commercial Buildings. The Association considers this an open project in progress and has made no final decision constituting a material alteration. Accordingly, it is our position that mediation at this juncture is pre-mature.

In the event the Association makes a formal decision to not replace the gazebo and/or make no repair to the Professional Building without obtaining membership approval from each individual condominium, as you argue is required, then the Association agrees to your offer to participate in the mediation process. We retain the right to indicate our selection of mediator at such time.

Sincerely,



Kelly Baker, Esquire  
KAB/cm

cc: Mr. Jonathan Ellis, via Regular U.S. Mail and *via e-mail*: [jellis@shumaker.com](mailto:jellis@shumaker.com)  
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Point Brittany Administrative Corporation, Inc. (*via email only*)