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August 1, 2024

**Via Email ([kelly@rpqlaw.com](mailto:kelly@rpqlaw.com))**

Point Brittany Administrative  
Corporation, Inc.  
c/o Kelly Baker, Esq.  
2653 McCormick Dr.  
Clearwater, FL 33759

**Re: Point Brittany Administrative Corporation, Inc./Danielle and Timothy  
Jenkins**

Dear Ms. Baker:

As you know, our firm represents Danielle and Timothy Jenkins, members of Bay Isles Point Brittany Four Condominium Association, Inc., and owners of 5200 Brittany Dr., Unit 204, St. Petersburg, FL (the “Jenkins Unit”), as well as a number of other owners within the Point Brittany Administrative Corporation (“PBAC”) (collectively, the “Owners”).

PBAC is responsible for maintaining the buildings located at the following addresses: 5003 Brittany Dr. S. St. Petersburg, FL, 5400 Leeland St. S. St. Petersburg, FL, 5055 Brittany Dr. S. St. Petersburg, FL, and 5101 Brittany Dr. S. St. Petersburg, FL (the “Commercial Buildings”). As previously addressed the Owners believe that the Commercial Buildings constitute “association property,” as defined in Section 718.103(4), Florida Statutes, or “common elements” as defined in Section 718.103(4), Florida Statutes, or are otherwise owned by the Individual Condominiums. Assuming one or more of the Commercial Buildings constitute association property or common elements, PBAC does not have the right to demolish the property, except in the manner provided in the individual declarations.

The Management/Administrative Agreement provides that PBAC can repair, replace, or alter condominium property upon written direction and approval of the individual associations. *See* Point Brittany Administrative Corporation, Inc. Association Management Agreements, Section 2.(A). The individual declarations, in turn, require membership votes to make material alterations. *See* Certificate of Amendment to Declaration of Condominium and Bylaws of Bay Isles – Point Brittany One, A condominium (amending Section 5.1(b) to require approval by 2/3 of the membership and approval of a majority of the Board of Directors); Amended and Restated Declaration of Condominium of Bayway Isles – Point Brittany Two, a Condominium, Pinellas County, Florida, Section 5.1. (requiring a 75% vote of the membership and approval of a majority

– Point Brittany Three, a Condominium, Pinellas County, Florida, Section 5.1(b) (requiring approval of 60% of the membership and approval of a majority of the Board of Directors if a material alteration costs in excess of \$25,000); Amended and Restated Declaration of Condominium of Bayway Isles – Point Brittany Four, a Condominium, Pinellas County, Florida, Section 5.1(b) (requiring approval a majority of the membership and approval of a majority of the Board of Directors if a material alteration costs in excess of \$25,000); Amended and Restated Declaration of Condominium of Bayway Isles – Point Brittany Five, a Condominium, Pinellas County, Florida, Section 5.1(b) (requiring a 60% vote of the membership and approval of a majority of the Board of Directors for alterations to common elements); Amended and Restated Declaration of Condominium of Bayway Isles – Point Brittany Six, a Condominium, Pinellas County, Florida, Section 6.1(b) (requiring an approval of 2/3 of the membership for alterations to common elements).<sup>1</sup>

Notwithstanding the foregoing, the Owners are in receipt of a July 25, 2024 Survey from the Commercial Property Planning Committee as well as a July 26, 2024 President’s Message to Point Brittany Residents (“President’s Message”) addressing the survey. Specifically, the President’s Message explains that the Commercial Property Planning Committee is sending out an initial survey to allow one resident in each unit to select its preferred option – out of nine presented choices – for the proposed changes to the Commercial Buildings. The President’s Message further indicates that “[i]f a particular option receives overwhelming support, then the process will terminate. . . . Otherwise, additional surveys will be sent out . . . until one or two options receive overwhelming support.” Once one or two options receive “overwhelming support,” the President’s Message explains that the “survey results will be presented to the PBAC Board,” and that “[t]he Board will then either vote on a final option or will request additional information.”

While the Owners appreciate PBAC’s desire to obtain the opinion of the members, this straw poll does not satisfy PBAC’s obligation to hold a membership vote prior to taking any action to materially alter common property, and, many of the options set forth in the survey appear to materially alter the Commercial Buildings. As a result, before PBAC would be able to move forward with a number of the options set forth below, including, but not limited to, demolishing the Commercial Buildings to either forfeit the square footage or otherwise build new buildings, a membership vote would be required.

Moreover, in your April 15, 2024 response to the Owners’ Statutory Offer to Participate in Pre-Suit Mediation, you represented that “[i]n the event [PBAC] makes a formal decision to materially alter the Commercial Buildings and approves of the same without adhering to the voting thresholds outlined in the individual condominium declaration, then [PBAC] agrees to [our] offer to participate in the mediation process regarding the same.” In light of the foregoing, the Owners demand confirmation, in writing, within ten (10) days of the date of this correspondence, that PBAC will honor its agreement to mediate in the event the PBAC Board votes to proceed with any option set forth in the survey that requires the demolition of the Commercial Buildings or otherwise

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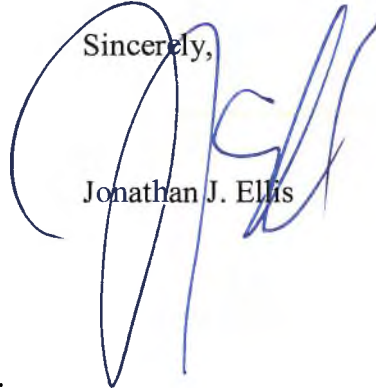
<sup>1</sup> Nothing in the Management/Administrative Agreement appears to override the obligation that the Individual Condominium Associations obtain the required membership votes.

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votes to materially alter the Commercial Buildings without a membership vote. Additionally, in light of this dispute, the Owners request that PBAC refrain from entering into any contracts for the demolition or other material alteration of the Commercial Buildings until this dispute is resolved.

Should you have any questions or concerns, please do not hesitate to reach out prior to the expiration of the ten (10) day deadline set forth above.

Sincerely,

A handwritten signature in blue ink, appearing to be 'JJE', is written over the typed name 'Jonathan J. Ellis'. The signature is stylized and somewhat abstract.

Jonathan J. Ellis

JJE/CRM  
cc: Tim and Danielle Jenkins  
Colleen R. McInerney, Esq.