

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

**KIRK BROWN,**

Plaintiff,

*vs.*

**STEVEN W. VEHMEIER and  
GEORGANN VEHMEIER,**

Defendants,

Case No.

**COMPLAINT**

The plaintiff, Kirk Brown, sues the defendants, Georgann Vehmeier and Steven W. Vehmeier, and in support of the Complaint alleges the following:

**PARTIES, JURISDICTION AND VENUE**

1. This is an action for injunctive relief for violations of the Declaration and Condominium Act.
2. This Court has jurisdiction pursuant to Florida Statute Section 26.012(2)(c).
3. Plaintiff, Kirk Brown ("Mr. Brown"), is a resident of Marion County, Florida and otherwise sui juris.
4. Defendant, Georgann Vehmeier ("Mrs. Vehmeier"), is a resident of Marion County, Florida, over the age of eighteen (18) and otherwise sui juris.
5. Defendant, Steven W. Vehmeier ("Mr. Vehmeier"), is a resident of Marion County, Florida, over the age of eighteen (18) and otherwise sui juris.
6. Venue is proper in Marion County ("County") since the Defendants reside in Marion County and since all acts and events related to this matter occurred in the County.

7. All conditions precedent to the filing and maintenance of this action have been performed, occurred or otherwise waived.

**VIOLATION OF FLORIDA STATUTE SECTION 718.303**

**(Injunctive Relief)**

8. The Landings of the Withlacoochee Condominium is a residential condominium located in Marion County, Florida (the "Condominium").

9. Mr. Brown is a member of the Landings of the Withlacoochee Condominium Association, Inc. ("Association") and record owner of Unit A-13 at the Condominium.

10. Mr. Vehmeier is a member of the Association and record owner of Units B-14 and B-15 ("Unit") at the Condominium.

11. Mrs. Vehmeier is a member of the Association and co-owner of the Unit at the Condominium.

12. Collectively, Mr. Vehmeier and Mrs. Vehmeier are referred to hereinafter as the Owners.

13. The Condominium, the Association, Mr. Brown and the Owners are governed by the terms of the Amended and Restated Declaration of Condominium ("Declaration"), Articles of Incorporation, By-Laws and Rules and Regulations as they are amended from time to time. Collectively, these documents are referred to as the "Governing Documents".

14. The Governing Documents and the Condominium Act impose certain restrictions and obligations that the Owners must comply with.

15. As set forth in Section 15 of the Declaration, "[n]o alternations to any common elements, or any additions or improvements thereto, shall be made by any unit owner without the prior written approval of the Association.

16. As set forth in Section 25 of the Declaration, a unit owner is bound by and subject to all of the provisions of the Condominium Act, this Declaration, the Articles of Incorporations and the By-Laws.

17. As set forth in Section 718.303(a) of the Condominium Act, each unit owner shall be governed by, and shall comply with the provisions of this chapter, the declaration, the documents creating the association, and the association bylaws. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the association or by a unit owner against a unit owner.

18. The Owners have altered the exterior wall of the Condominium, cutting holes in it, and altered the electrical wiring to install a laundry dryer for Unit.

19. The Owners did not seek or obtain approval from the Association to alter the exterior wall of the Condominium to cut holes in it and to alter the electrical wiring to install a laundry dryer for the Unit.

20. The Owners did not seek or obtain any permit or City approval to alter the exterior wall of the Condominium to cut holes in it and to alter the electrical wiring to install a laundry dryer.

21. The Owners alteration of the exterior wall and electrical wiring of the Condominium to install a laundry dryer for the Unit violates and continues to violate the Governing Documents and Condominium Act.

22. As a direct and proximate cause of the Owners violation and continued violation of the Governing Documents and Condominium Act, Mr. Brown is in need of an injunction protecting Mr. Brown, his family, guests, invitees as well as all of the members of the Association from further violation.

23. Mr. Brown is without an adequate remedy at law insomuch as a money judgment cannot make Mr. Brown whole to redress the Owners' violations of the Declaration, Condominium Act and local law.

24. Mr. Brown has retained the undersigned counsel and is obligated to pay the attorneys' fees and costs incurred in the prosecution of this action. Pursuant to Florida Statute Section 718.303 and the Declaration, Mr. Brown is entitled to recover his prevailing party attorneys' fees and costs.

25. A copy of the applicable portions of the Governing Documents are attached as Exhibit "A."

**WHEREFORE**, the plaintiff, Kirk Brown, respectfully requests that this Honorable Court enter a preliminary and permanent injunction requiring Defendants, Georgann Vehmeier and Steven W. Vehmeier, to:

- A. Restore the Condominium's exterior wall and electrical wiring of the Condominium back to its original condition, removing all alterations performed by the Owners to install the dryer for the Unit or otherwise obtain all necessary approvals from the Association and City for the alterations of the common elements in compliance with the Governing Documents,
- B. Award reasonable attorneys' fees and court costs incurred in the prosecution of this action, and
- C. For such other and further relief deemed just and proper.

Dated: April 6, 2018

Respectfully submitted,

**GLAZER & SACHS, P.A.**

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UNOFFICIAL  
DOCUMENT

15. ALTERATIONS, ADDITIONS AND IMPROVEMENTS

No alterations to any common elements, or any additions or improvements thereto, shall be made by any unit owner without the prior written approval of the Association.

16. ENCROACHMENTS

If any portion of the common elements shall encroach upon any unit, or if any unit shall encroach upon any portion of the common elements, as the common elements and units are shown by the surveys comprising the plat attached hereto as Exhibit A, there shall be deemed to be mutual easements in favor of the owners of the common elements and the respective unit owners involved to the extent of such encroachments so long as they shall exist.

17. SALE OR LEASE OR OTHER TRANSFER BY A UNIT OWNER

A. Before the transfer of interest in a unit to any person, the owner of the unit shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed transfer is to be made, and give such other information as may be required by the Board of Directors. The term "transfer" as used herein shall include any sale, gift, rental, lease or other transfer of any nature. The term "unit owner" as defined herein shall also include an owner's legal representative. The purpose of this article is to insure that the Association's records are at all times current and accurate. Failure to notify the Association as required herein shall subject the transferree of the unit to a fine of \$50.00, which if not paid within thirty (30) days after the Association notifies the transferree of the fine, shall become a lien upon his unit in the same manner as if the transferree had failed to pay an assessment.

B. An owner of a unit may not rent any interest in the unit for a period of less than one (1) week. The restriction limiting the terms of rentals may be amended only by the

23. SEVERABILITY

If any provision of this Declaration, the Articles of Incorporation or By-Laws shall be held invalid, it shall not affect the validity of the remainder of the Declaration, Articles and the By-Laws.

24. USE RESTRICTIONS

A. Single Family Residence. Units shall be utilized only for purposes of single family residential use.

B. Leases. No lease or rental of a unit shall be made for a period of less than one (1) week and all lease or rental agreements shall be in writing.

C. Pets. No unit owner shall be entitled to keep or maintain a pet in excess of twenty-four (24) pounds upon the premises. No unit owner shall be entitled to have more than two (2) pets and dogs shall be kept on leashes at all times when not in the condominium unit of the owner.

25. RIGHTS AND OBLIGATIONS

A. Unit Owners. The provisions of this Declaration, the Articles of Incorporation and the By-Laws, and the rights and obligations established thereby, shall be deemed to be covenants running with the land so long as the property remains subject to the provisions of the Condominium Act and shall inure to the benefit of and be binding upon each and all of the unit owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees, and mortgagees. By the recording of the acceptance of a deed conveying a unit or any interest therein, or any ownership interest in the property whatsoever, the person to whom such unit or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Condominium Act, this Declaration, the Articles of Incorporation and the By-Laws.

B. Mortgagees. Upon written request to the Association, identifying the name and address of the holder, insurer