

**IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA**

SUNSET TOWERS CONDOMINIUM
ASSOCIATION, INC..

Plaintiff,

v.

CASE NO. _____

MARK GARRISON,

Defendant.

_____ /

COMPLAINT FOR MANDATORY INJUNCTION

Plaintiff, SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC., sues
Defendant MARK GARRISON and states:

1. This is an equitable action for mandatory injunction against Defendant MARK GARRISON. As such, jurisdiction is proper in this Court.
2. Plaintiff SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC. (hereinafter "Plaintiff" or "Sunset Towers") is the duly incorporated owners' association for Sunset Towers Condominiums located in Sarasota, Florida.
3. Defendant MARK GARRISON (hereinafter "Defendant" or "Garrison") is a resident of Sarasota, Florida and is the legal owner of and in possession of units at Sunset Towers Condominiums. Therefore, venue is proper in Sarasota County, Florida.
4. Garrison is a member of Sunset Towers.
5. Sunset Towers is governed by a Declaration of Condominium of Sunset Towers, as amended, recorded at Official Records Book 1380 Page 1411 et seq., of the official records of Sarasota County, Florida (hereinafter the "Declaration"). A copy of the Declaration is attached hereto as Exhibit A.

6. On May 31, 2001, Sunset Towers properly passed an amendment to the Declaration (the "Amendment"). The Amendment added a new provision in Section 12 of the Declaration (Maintenance of Community Interests), and was numbered Section 12.1. That Section provides in pertinent part:

12.1 Limitations on Ownership

- (a) Multiple Unit Ownership. At no time shall title and ownership of more than two (2) units be vested in or held by the same natural person, persons or individual or family trust, provided, however, that this provision shall not apply to any mortgagee acquiring title to multiple units through foreclosure. Any natural person, persons or individual or family trust owning more than (sic) two (2) units at the time of recording of this amendment may continue to do so, but may not thereafter acquire an additional unit or units, until such time that such person, persons or individual or family trust owns fewer than two (2) units.

A copy of the Amendment is contained in the Declaration, but a separate copy of the Amendment is attached hereto as Exhibit B for the Court's convenience.

7. On the date of the Amendment, Defendant owned four (4) units in Sunset Towers: Units 101, 102, 103 and 805. Defendant resides in Unit 101.

8. On March 28, 2005, one David E. Garrison, owner of Unit 201 in Sunset Towers, conveyed Unit 201 in Sunset Towers to Defendant. Unit 201 is more fully described

as: Unit 201, Sunset Towers, a Condominium according to the Declaration of Condominium recorded in Official Records Book 1380, Page 1411, and amendments thereto, and as per plat thereof, recorded in Condominium Book 14, Pages 41-41G, and amendments thereto, of the Public Records of Sarasota County, Florida.

A copy of the Quit Claim Deed is attached hereto as Exhibit C.

9. David Garrison failed to notify Sunset Towers of said transfer as required by Section 12.2(a) (old Section 12.1) of the Declaration.

10. Thus, as of March 28, 2005, Defendant owned five (5) units in Sunset Towers: Units 101, 102, 103, 201 and 805, in direct violation of Section 12.1 of the Declaration as amended.
11. Subsequently, on April 5, 2005, Defendant conveyed Unit 805 to one John Thompson. A copy of the Warranty Deed for the conveyance of Unit 805 is attached hereto as Exhibit D.
12. Therefore, currently, Defendant owns the following four (4) units: Units 101, 102, 103 and 201. These four units are not the SAME four units Defendant owned as of the effective date of the Amendment.
13. The grandfathering clause of the Amendment allows a person who owns more than two (2) units at the time of recording of the Amendment to keep those units so owned. The Amendment does not allow substitution of those units for other units. Such "substitution" is allowed only at such time as the unit owner owns fewer than two (2) units. See Amendment.
14. Defendant has violated the Amendment by (1) owning five units as of March 28, 2005 until April 5, 2005; and (2) acquiring Unit 201 after the effective date of the Amendment, making his ownership of Unit 201 non-grandfathered. Defendant is not grandfathered in to own any four units of his choosing, only those four units owned by him on the effective date of the Amendment, i.e. 101, 102, 103 and 805. Therefore, he is not allowed, under the Declaration as amended, to subsequently own Unit 201.
15. In addition, the Declaration (as amended) states at (new) Section 12.7 Unauthorized Transactions:

Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association, subject to the provisions of paragraph 12.9 [new 12.10] hereof.

16. On or about May 5, 2005, Sunset Towers, through counsel, advised Defendant in writing via certified mail that it objected to Defendant's ownership of Unit 201 in that said ownership of Unit 201 is in violation of the Declaration. The letter is attached hereto as Exhibit E.
17. The letter advised Defendant to sell or convey Unit 201 by June 1, 2005 or Sunset Towers would take appropriate action allowed by law including but not limited to arbitration and/or legal action and the request for reimbursement of attorneys fees and costs incurred in the enforcement.
18. Defendant failed to sell or convey Unit 201 and still owns Unit 201.
19. Sunset Towers has obtained an order on request for expedited determination of jurisdiction from the State of Florida, Department of Business and Professional Regulation Division of Florida Land Sales, Condominiums, and Mobile Homes. Said Order states that jurisdiction for this action does not lie in arbitration pursuant to Section 718.1255, Florida Statutes. A copy of the Order is attached hereto as Exhibit F.

COUNT I - MANDATORY INJUNCTION

20. Sunset Towers reavers and realleges paragraphs 1-19 inclusive.
21. This is an action for mandatory injunction.
22. Pursuant to Section 6 of the Declaration, Defendant is automatically a member of Sunset Towers by virtue of owning a vested present interest in units in Sunset Towers, and is governed by the terms of the Declaration.

23. The terms of the Declaration, as amended, are binding on all members of Sunset Towers, and Sunset Towers cannot allow Defendant to violate the Amendment while other members are held to the edicts of the Amendment. Such allowance would result in Sunset Towers selectively allowing breach of the Amendment by Defendant, and could render the Amendment null and void as against other members.
24. The Amendment was passed pursuant to Sunset Towers' business judgment in the best interest of the unit owners to preserve the character of the condominium as largely occupied by owner-residents, instead of changing to a character of mostly rental tenancies where persons or entities are allowed to own unlimited multiple units.
25. The Amendment is clear and unequivocal, evidencing Sunset Towers' clear right to require Defendant to convey Unit 201, and Sunset Towers' likelihood of success on the merits.
26. Sunset Towers lacks an adequate remedy at law and thus injunction is required. No legal damages or legal remedy would afford Sunset Towers the necessary relief. Defendant must be made to convey Unit 201 or he will continue to violate the Amendment. Said continued violation causes a serious hardship on Sunset Towers in its inability to enforce the Amendment against Defendant and other members.
27. Sunset Towers' likewise suffers irreparable harm if Defendant is allowed to continue ownership of Unit 201 and continue in his violation of the Amendment. Sunset Towers will be selectively allowing Defendant to breach the Amendment while all other members are required to abide by the Amendment, thus creating a cause of

action by other members for selective allowance and make it impossible for Sunset Towers to continue to enforce the Amendment against other members.

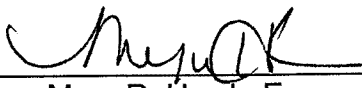
WHEREFORE, Plaintiff Sunset Towers respectfully quests that this Court issue a mandatory injunction ordering Defendant to sell or otherwise convey Unit 201 (as described above) to a person, persons or individual or family trust that would satisfy the Declaration as amended, and to gain purchaser approval from Sunset Towers as required.

COUNT II - ATTORNEY'S FEES

28. Sunset Towers reavers and realleges paragraphs 1-19 inclusive.
29. Sunset Towers has retained the law firm of Porges, Hamlin, Knowles, Prouty, Thompson & Najmy, P.A. to represent it in this action and is obligated to pay its attorneys a reasonable fee for their services.
30. Defendant is governed by Chapter 718, Florida Statutes, and the Declaration of Condominium, as amended. By obtaining and retaining ownership of Unit 201, Defendant is in violation of Chapter 718, Florida Statutes and the Declaration of Condominium.
31. Sections 718.1255 and 718.303, Florida Statutes, provides for prevailing party attorney's fees in an action such as this brought by an association against a unit owner. Thus, Sunset Towers seeks prevailing party attorney fees and costs pursuant to Sections 718.1255 and 718.303, Florida Statutes.

WHEREFORE, Plaintiff Sunset Towers requests this Court order Defendant to pay Sunset Towers' reasonable attorneys fees and costs as incurred in this action as prevailing party.

PORGES, HAMLIN, KNOWLES, PROUTY,
THOMPSON & NAJMY, P.A.

By: 
Mary R. Hawk, Esq.
FBN 0162868
P.O. Box 9320
1205 Manatee Avenue West
Bradenton, Florida 34206-9998
Telephone: (941) 748-3770
Facsimile: (941) 746-4160
Attorneys for Plaintiff

✓ 312
Harlee



**AMENDMENT TO DECLARATION OF CONDOMINIUM
OF SUNSET TOWERS, A CONDOMINIUM**

By action taken by the Board of Directors and voting members of the units of Sunset Towers, a Condominium, the Declaration of Condominium of Sunset Towers, a Condominium, originally recorded in Official Record Book 1380, Pages 1411, et seq., of the Public Records of Sarasota County, Florida and subsequently amended, are amended to provide as follows:

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2001077344 3 PGS
2001 JUN 04 01:35 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
FILED - Page 1 of 3

Section 12 is amended as follows:

12.1. Limitations on Ownership

(a) Multiple Unit Ownership. At no time shall title and ownership of more than two (2) units be vested in or held by the same natural person, persons or individual or family trust, provided, however, that this provision shall not apply to any mortgagee acquiring title to multiple units through foreclosure. Any natural person, persons or individual or family trust owning more than two (2) units at the time of recording of this amendment may continue to do so, but may not thereafter acquire an additional unit or units, until such time that such person, persons or individual or family trust owns fewer than two (2) units.

(b) Corporate Ownership. At no time shall title and ownership of any unit be vested in any corporate entity, including but not limited to, corporations, partnerships, business trusts and limited liability companies, whether foreign or domestic, provided, however, that any corporate entity owning a unit at the time this amendment is recorded may continue to do so but may not acquire ownership, in any manner whatsoever, of any units after that time. This provision shall not apply to corporate mortgagees acquiring title to a unit through foreclosure.

{Note: The remainder of Section 12 is re-numbered to allow for the insertion of new Section 12.1 (i.e. old 12.1 becomes new 12.2, etc.)}

Section 12.2(c) (old numbering) is deleted in its entirety.

12.2 Approval by Association.

~~(c) Approval of Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential purposes and a corporation~~

Page -1-

EXHIBIT B

cannot occupy a condominium unit for such use, if the condominium unit owner, purchaser or lessee of a condominium unit is a corporation, the approval of ownership or lease by the corporation may be conditioned by requiring that all persons occupying the condominium unit be approved by the Association:

This Amendment was proposed by a majority of the Board of Directors at a regularly scheduled meeting and approved by not less than sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the members. The Declaration of Condominium for Sunset Towers, a Condominium, as recorded in Official Record Book 1380, Pages 1411, et seq., in the Public Records of Sarasota County, Florida, and as subsequently amended, shall continue in full force and effect according to its terms.


CERTIFICATE OF AMENDMENT

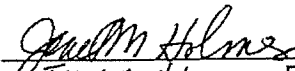
The Association does hereby certify that the foregoing Amendment to the Declaration of Condominium for Sunset Towers, a Condominium, as recorded in Official Record Book 1380, Pages 1411, et seq., in the Public Records of Sarasota County, Florida, and as subsequently amended, was proposed by a majority of the Board of Directors at a regularly scheduled meeting and approved by at least sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the members.


IN WITNESS WHEREOF, the undersigned officers of the Association have executed this Amendment to the Declaration of Condominium for Sunset Towers, a Condominium on this 31st day of May, 2001

Witnesses.

SUNSET TOWERS CONDOMINIUM
ASSOCIATION, INC.


Printed Name: Denise A. Stator

By. 
Janet M. Holmes, President


Printed Name: Patricia Flemming

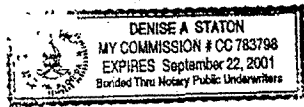
Denise A. Stator
Printed Name: Denise A. Stator

By: Roger H. Compton
ROGER COMPTON, Secretary

Patricia Flemming
Printed Name: Patricia Flemming

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 31st day of May, 2001, by Janet M. Holmes, as President of Sunset Towers Condominium Association, Inc., on behalf of the Association. He/She is personally known to me or produced FL H 452-433-45-880 as identification.

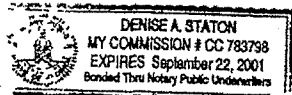


Denise A. Stator
Notary Public, State of Florida

My Commission Expires:

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 31st day of May, 2001, by Roger H. Compton, as Secretary of Sunset Towers Condominium Association, Inc., on behalf of the Association. He/She is personally known to me or produced FL C 513-28-27-1270 as identification.



Denise A. Stator
Notary Public, State of Florida

My Commission Expires:

✓ Kuhlman

RECORDED IN OFFICIAL RECORDS
- INSTRUMENT # 2005069698 1 PG
2005 APR 05 07:28 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
FMILLER Receipt#607421
Doc Stamp-Deed: 0.70

This Document Prepared By and Return to:
Richard A. Ulrich, Esq.
Judd Shea Ulrich Oravec Wood & Dean, P.A.
2940 South Tamiami Trail
Sarasota, FL 34239



Parcel ID Number: 2010-02-2007

Quitclaim Deed

This Quitclaim Deed, Made this 28th day of MARCH, 2005 A.D. Between
David E. Garrison, a married man

of the County of Sarasota, State of Florida, grantor, and
Mark Garrison, a single man

whose address is: P. O. Box 48896, Sarasota, FL 34230

of the County of Sarasota, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of
-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and quitclaimed to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Sarasota State of Florida to wit:
Unit 201, Sunset Towers, a Condominium according to the Declaration
of Condominium recorded in Official Records Book 1380, Page 1411, and
amendments thereto, and as per plat thereof, recorded in Condominium
Book 14, Pages 41-41G, and amendments thereto, of the Public Records
of Sarasota County, Florida.

Grantor certifies, warrants and covenants that neither he nor any
member of his family reside on the above described property or any
property adjacent thereto; and subject property does not constitute
any part of his homestead.

THIS DOCUMENT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE
EXAMINATION AT THE REQUEST OF THE PARTIES HERETO.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise
appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantor, either in law or equity, for
the use, benefit and profit of the said grantee forever.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Kelly Kubsch
Printed Name: Kelly Kubsch
Witness

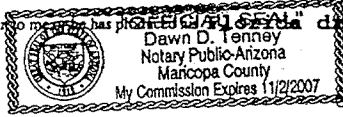
David E. Garrison (Seal)
David E. Garrison
P.O. Address: P. O. Box 48896, Sarasota, FL 34230

Terry Burns
Printed Name: Terry Burns
Witness

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 28th day of March, 2005 by
David E. Garrison, a married man

he is personally known to me or he has produced a valid driver's license as identification.



Dawn D. Tenney
Printed Name: Dawn D. Tenney
Notary Public
My Commission Expires:

GARRISON

Form Generated by © Display Systems, Inc., 2001 (663) 743-5595 Form FLQCD-1

EXHIBIT C

fee - 10.00
Doc - 3710.00

This Document Prepared By and Return to:
Dianna Allen
Professional Title Services of Sarasota
5411 University Parkway
University Park, FL 34201

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2005070472 1 PG
2005 APR 06 04:57 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
GBURCH Receipt#607868

Doc Stamp-Deed: 3,710.00

Parcel ID Number: 2010-02-2053

Warranty Deed



This Indenture, Made this 5th day of April, 2005 AD., Between
MARK GARRISON, a single man

of the County of Sarasota, State of Florida, grantor, and
JOHN THOMPSON

whose address is: NJ-4660 OCEAN BLVD
SARASOTA FL 34242.

of the County of, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of
-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Sarasota State of Florida to wit:

Unit 805, SUNSET TOWERS, according to Declaration of Condominium
recorded in Official Records Book 1380, Pages 1411 through 1472,
inclusive, and all amendments thereafter, and as per plat thereof
recorded in Condominium Book 14, Pages 41, 41A through 41G, inclusive,
as thereafter amended, of the Public Records Of Sarasota County,
Florida.

SUBJECT TO ALL VALID RESTRICTIONS, RESERVATIONS, AND EASEMENTS
OF RECORD, IF ANY.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: Mary Ann Egan
Witness

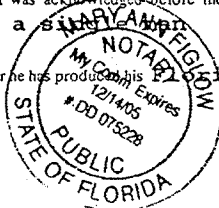
MARK GARRISON (Seal)
P.O. Address: P O BOX 48896, Sarasota, FL 34230

Printed Name: Tracy Gager
Witness

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 5th day of April, 2005 by
MARK GARRISON, a single man

he is personally known to me or he has produced his Florida driver's license as identification.



Printed Name: Mary Ann Egan
Notary Public
My Commission Expires:

EXHIBIT D

PORGES HAMLIN KNOWLES & PROUTY, PA

ATTORNEYS AT LAW

JASON M. DEPAOLA
CURTIS D. HAMLIN*
JAMES A. HARRISON**
MARY R. HAWK***
KEVIN J. KAPUSTA
SANJIT KAUR
TIMOTHY A. KNOWLES
JOSEPH L. NAJMY**
RICINDA H. PERRY
GREGORY J. PORGES***
STEVEN W. PROUTY
RACHEAL C. SAUER***
STEPHEN W. THOMPSON
RICHARD A. WELLER
OF COUNSEL
HARRY W. HASKINS+

BRADENTON
1205 MANATEE
AVENUE WEST
BRADENTON, FL 34205
TEL: (941) 748-3770
FAX: (941) 746-4160

LAKEWOOD RANCH
6320 VENTURE DRIVE
SUITE 104
BRADENTON, FL 34202
TEL: (941) 907-3216
FAX: (941) 907-3947

SARASOTA
3400 SOUTH TAMiami TRAIL
SUITE 201
SARASOTA, FL 34239
TEL: (941) 366-1388
FAX: (941) 953-4284

**VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED
AND REGULAR U.S. MAIL**

May 5, 2005

* BOARD CERTIFIED
REAL ESTATE LAWYER
** ALSO CERTIFIED
PUBLIC ACCOUNTANT
*** ALSO ADMITTED IN NEW YORK
+ BOARD CERTIFIED IN CIVIL AND BUSINESS LAW
ALSO ADMITTED IN IOWA
++ ALSO ADMITTED IN MINNESOTA
+++ ALSO ADMITTED IN GEORGIA
REPLY TO: Bradenton

Mr. Mark Garrison
11 Sunset Drive, Unit 101
Sarasota, Florida 34236

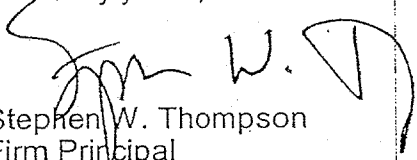
RE: Violation of Association's Restrictions
OFN: 6496-02

Dear Mr. Garrison:

As you are aware this law firm represents the Sunset Towers Condominium Association, Inc. In reviewing the Sarasota County Public Records, I just found a deed from David Garrison to you conveying title to Unit 201. This deed was recorded on March 28, 2005. Please be advised that your acquisition of Unit 201 is a violation of the Association's Restrictions. Section 12.1 of the Association's Declaration restricts the number of units that can be owned by an owner. This restriction limits the same owner from owning more than two (2) units. In your case, you are allowed to own the units that you owned on the effective date of this Amendment which was May 31, 2001, but could not acquire any additional units. Consequently, we must demand that you convey Unit 201. In the event that this unit is not conveyed by June 1, 2005, the Association has authorized this law firm to enforce the Association's Restrictions, which may involve the filing of an arbitration or law suit to enforce the Association's Restrictions. Needless to say, we would also be seeking all attorneys' fees and costs incurred in the enforcement of the Association's Restrictions.

If you are represented by counsel in this matter, please notify me.

Sincerely yours,


Stephen W. Thompson
Firm Principal
swt@phkplaw.com

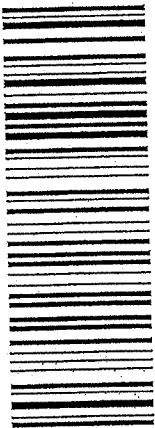
SWT:ca

cc: Sunset Towers Condominium Association, Inc.
Ms. Roberta Maxfield, AMI

MAILING ADDRESS: P.O. BOX 9320, BRADENTON, FL 34206
www.phkplaw.com

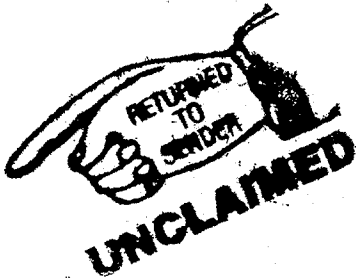
EXHIBIT E

CERTIFIED MAIL™



7003 3110 0004 7034 2320

PORGES HAMLIN
KNOWLES & PROUTY, PA
ATTORNEYS AT LAW
P.O. BOX 9320
BRADENTON, FL 34206



RETURN RECEIPT
REQUESTED

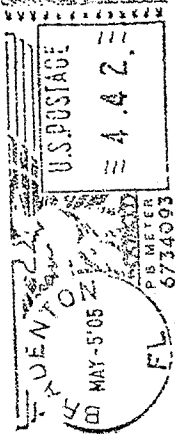
VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED
AND REGULAR U.S. MAIL

Mr. Mark Garrison
11 Sunset Drive, Unit 101
Sarasota, Florida 34236

1st Notice MAY 14 2005
2nd Notice MAY 27 2005
Return MAY 27 2005

MAY 6

3423645343 77



L.N. 5/6/05
N.R. 1:30
3677 D.H.

MAY 27 2005

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 10.37
Certified Fee	\$2.50
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 14.62

Sent to Mr. Mark Garrison
Street, Apt. No.,
or PO Box No. 11 Sunset Dr. Unit 101
City, State, Zip+4 Sarasota, FL 34236

PS Form 3800, June 2002 See Reverse for Instructions

REGISTERED MAIL
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, HOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Frank Garrison
11 Sunset Drive
Unit 101
Sarasota, FL 34236

COMPLETE THIS SECTION ON DELIVERY

A. Signature X		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

2. Article Number
(Transfer from service label)
7003 3110 0004 7034 2320

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

IN RE: PETITION FOR ARBITRATION

Sunset Towers Condominium
Association, Inc.,

Petitioner,

v.

Case No. 2005-03-6556

Mark Garrison,

Respondent.

ORDER ON REQUEST FOR EXPEDITED DETERMINATION OF JURISDICTION

On July 11, 2005, Sunset Towers Condominium Association, Inc. (the association) filed a request for expedited determination of jurisdiction and a petition for arbitration naming Mark Garrison as the respondent. The association alleges that the respondent owns more than two condominium units in violation of the condominium's declaration.

The association states that on May 31, 2001, the declaration of condominium was amended to add a new provision, section 12.1, which limits multiple unit ownership in the condominium to no more than two units. The provision grandfathers unit owners who at the time of the amendment owned more than two units.

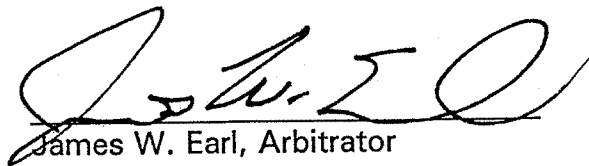
The association alleges that at the time of the amendment the respondent owned units 101, 102, 103 and 805 and that on March 28, 2005, the respondent obtained title to a fifth unit, unit 201, in violation of section 12.1. The association further indicates that on April 5, 2005, the respondent conveyed title to unit 805 to another person.

The association contends that the grandfathering rights under section 12.1 of the declaration are specific to the units owned at the time of the amendment and they do not allow transfer or substitution of those units or other units after the effective date of the amendment. Therefore, the association contends that the respondent currently owns unit 201 in violation of section 12.1. As relief the association requests that the respondent be ordered to sell or otherwise convey unit 201 in compliance with section 12.1.

Pursuant to section 718.1255, Florida Statutes, disputes primarily involving title to a unit are not eligible for arbitration. An allegation that a unit owner holds title to a unit in violation of the condominium documents, and a request that requires the unit owner to sell his unit is a dispute that necessarily involves title to the unit. See Grenadier Lakes at Welleby Condo., Inc. v. Cameron, Arb. Case No. 00-0160, Final Order Dismissing Petition (February 7, 2000). Therefore, the association's claim that unit 201 is owned by the respondent in violation of the declaration and request that the respondent be ordered to sell his unit are not within the jurisdiction of the arbitrator.

Based upon the foregoing, the undersigned finds that he lacks jurisdiction over the dispute described in the request for expedited determination of jurisdiction. The association may seek relief in a court of competent jurisdiction.

DONE AND ORDERED this 22nd day of July 2005, at Tallahassee, Leon County, Florida.



James W. Earl, Arbitrator
Department of Business and
Professional Regulation
Arbitration Section
1940 North Monroe Street
Tallahassee, Florida 32399-1029


RIGHT TO TRIAL DE NOVO

PURSUANT TO SECTION 718.1255, FLORIDA STATUTES, THIS DECISION SHALL BE BINDING ON THE PARTIES UNLESS A COMPLAINT FOR TRIAL *DE NOVO* IS FILED BY AN ADVERSELY AFFECTED PARTY IN A COURT OF COMPETENT JURISDICTION IN THE CIRCUIT IN WHICH THE CONDOMINIUM IS LOCATED WITHIN 30 DAYS OF THE DATE OF MAILING OF THIS ORDER. THIS FINAL ORDER DOES NOT CONSTITUTE FINAL AGENCY ACTION AND IS NOT APPEALABLE TO THE DISTRICT COURTS OF APPEAL.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing final order has been sent by U.S. Mail to the following person on this 22nd day of July 2005:

Mary R. Hawk, Esq.
P.O. Box 9320
1205 Manatee Avenue West
Bradenton, Florida 34206-9998


James W. Earl, Arbitrator