

May 16, 2025

Via email only SBraten@rosenbaumpllc.com

Steven Braten, Esq.

250 South Australian Avenue, 5th Floor

West Palm Beach, Florida 33401

Re: Jupiter Bay

Dear Mr. Braten:

We represent a group of approximately one hundred concerned owners at Jupiter Bay with regard to the approval of the Custom Group Contract. It appears that the Board has voted to expend almost seven million dollars for concrete restoration despite the milestone report stating:

The building is reasonably structurally safe for continued occupancy; however, there are concrete repairs that are required. Repairs are required at isolated areas of concrete deterioration of the building structure which includes the balcony slabs, walkway slabs, building walls and columns. The deterioration is a result of corrosion of the embedded reinforcing bars.

As you are aware, Section 553.899(7)(b) Florida Statutes requires a Phase Two inspection if “any substantial structural deterioration is identified during phase one.” Given the Board’s decision, it appears that they believe that there is substantial structural deterioration. We are also under the understanding that the Board feels that the milestone report is incorrect and that there is substantial structural deterioration necessitating the expenditure despite not completing a phase two inspection.

I also note that the meeting notice on which this multi-million-dollar contract was approved merely stated, “Consideration of Approval of the Custom Group Contract.” We do not believe that this provides adequate notice to the owners, as a special assessment to fund this contract was discussed. The By-Laws for Jupiter Bay, under Section 4.6, requires “If assessments against Unit Owners will be considered at such meeting, the notice to Unit Owners will specifically state that assessments will be considered and the nature of such assessments.”

Michael J Posner | Partner & Florida Board Certified Real Estate Attorney | mjposner@lippes.com

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I also question whether this meeting should have been conducted with fourteen days' notice and the contract and assessment information included in the agenda and attached as an exhibit.

Our clients believe that before proceeding with this contract, a phase two inspection should be done to determine which concrete deterioration should be done and which work is not required before the adoption of a huge liability for work that may not be necessary in whole or in part. If the Board is unwilling to proceed in this matter, our clients reserve the right to proceed with any remedy available through law or the Declaration.

Your assistance and cooperation are appreciated and if you have any questions or concerns, please feel free to contact me.

Very truly yours,
LIPPES MATHIAS LLP

Michael J Posner
MJP/rl

cc: Concerned Jupiter Bay Owners Group