



ROSENBAUM PLLC
ATTORNEYS AT LAW

May 28, 2025

VIA EMAIL ONLY TO:
MJPOSNER@LIPPE.S.COM

Michael J. Posner, Esq.
Lippes Mathias LLP
4420 Beacon Circle
West Palm Beach, FL 33407

Re: Our Client: Jupiter Bay Condominium Association, Inc.
Your Client: Undetermined

Dear Mr. Posner:

As you are aware this firm represents Jupiter Bay Condominium Association, Inc. (the "Association"). Kindly direct all future communications regarding this matter to my attention at the West Palm Beach address below.

We are in receipt of your letter dated May 16, 2025 regarding the Association's approval of the contract between the Association and Custom Group, Inc. ("Custom") for concrete restoration within certain buildings within the Association (the "Project").

Your letter states that your law firm represents approximately one hundred concerned owners within the Community regarding the Project. As the basis for your clients' professed concerns, they rely upon the milestone inspection reports for the Buildings that are the subject of the Project, which has been selectively quoted in your letter. In fact, the portion of the milestone inspection report quoted specifically states that "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 the result of corrosion of the embedded reinforcing bars." You further cite in your letter to Section 553.899(7)(b) which requires a Phase Two inspection to be conducted if "any substantial structural deterioration is identified during phase one" referring back to the milestone inspection mandated by Section 553.899. In consultation with the Engineer of Record, Swaysland Professional Engineering Consultants, Inc. (SPEC), SPEC performed a more intensive inspection than the minimum required for the Phase One inspection; therefore, no further inspections were required to identify the best course of action to repair the distressed and damaged portions of the building. SPEC is actively preparing the Phase Two inspection reports required following the completion of the Phase one reports. It is up to the Engineer's discretion if further destructive testing is warranted and SPEC did not believe that such further testing was necessary based on past experience performing structural concrete repairs on multiple buildings at Jupiter Bay.

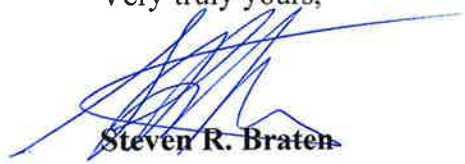
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During our subsequent telephone conversation, you suggested that an independent engineer be engaged to conduct destructive testing to determine to what degree of repairs are needed to the Buildings, which are the subject matter of the Project. In this regard, and to be clear, the contract entered into with Custom specifies work to be performed at Buildings A-East, A-West, B-East, B-West, C-West, D-East, D-West, E-West, F-West and two units within Villa D. The work to be performed by Custom is based upon the milestone inspections performed on each of these buildings and related reports, previous experience at the property and extensive knowledge of the causes of concrete deterioration. As I am sure you are aware, any time concrete restoration work is performed, quantities are estimated, however, actual quantities may differ either plus or minus to the estimated quantities. While thankfully the Buildings in question were not in such structural deterioration that they remain habitable according to SPEC, however, this does not translate to mean that remedial preventative repairs are not necessary. To be sure, the Board of Directors of the Association is not required to wait to perform concrete restoration on a building or buildings within the condominiums that it operates until a building or buildings are found to be in such a state of disrepair that their ongoing habitability are in doubt.

Regarding the portion of your correspondence claiming inadequate notice of the meeting at which the contract was approved, we must respectfully disagree. The agenda incorporated into the meeting notice did provide adequate notice that the Board would be considering approving the contract with Custom for the Project. To the extent the Board responded to questions at the meeting to approve the contract for the Project that related to the funding of the Project, including via special assessment, did not trigger the 14-day notice requirement under Section 718.112, Florida Statutes, to which you refer. In fact, the Board informed the owners at prior Board meetings that a separate meeting would be noticed to levy a special assessment to in part fund the Project. Also, for your information the Board conducted several informational meetings at which the scope of the project was explained by Swaysland Engineering and why the project was necessary and appropriate and including meeting dates on September 25, 2024 and April 3, 2025.

In closing, we do not believe your clients' position is meritorious.

Very truly yours,



Steven R. Braten
For the Firm

cc: Jupiter Bay Condominium Association, Inc.

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