

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CASE NO.: _____

CAROLINA SANCHEZ-HERVAS
AND KIRILL KUCHEROV, JORGE
CASTILLO AND CHRISTOPHER
AMATO, ANDRES BRUZUAL,
ARIEL LOPEZ RAMIREZ
AND MING GUO, COMING FROM THE
SOUTH LLC, FRANCESCA LUCIA AND
MARCO NARDI, FRANCISCO A.
RODRIGUEZ, GEORGE PAPADAKIS,
HOLLY NOEL MEDINA AND JUSTIN
DEREK MEDINA, ISAK AND EMIRA
HOT, JOAN AND PETER RAVEY, JORGE
FERRER AND ISMAEL MARRERO,
JOSE OLIVARES, MICHAEL D.
CLEAVER AND PILAR CARRO,
MIGUEL PEREZ, RALPH AND BRIGID
MONDORA, ROBERTO CHEN,
IGOR AND AIDA HOT, and
FERNANDO GOMEZ PENICHE

Plaintiffs,

v.

PAUL BOLDUC, AMAL ELSHEEMY,
and GEOFFREY BAIN.

Defendants.

COMPLAINT

Plaintiffs, Carolina Sanchez-Hervas and Kirill Kucherov, Jorge Castillo and Christopher J. Amato, Andres Bruzual, Ariel Lopez Ramirez and Ming Guo, Coming from the South, LLC, Francesca Lucia and Marco Nardi, Francisco A. Rodriguez, George Papadakis, Holly Noel Medina and Justin Derek Medina, Isak and Emira Hot, Joan and Peter Ravey, Jorge Ferrer and Ismael

Marrero, Jose Olivares, Michael D. Cleaver and Pilar Carro, Miguel Perez, Ralph and Brigid Mondora, Roberto Chen, Igor Hot, Aida Hot, and Fernando Gomez Peniche sue Defendants, Paul Bolduc, Amal Elsheemy, and Geoffrey Bain (“Bolduc,” “Elsheemy,” and “Bain,” respectively).

INTRODUCTION

1. This action is brought by long-term unit owners at Brickell on the River South Tower (“BORS”) to confront the Board's alarming and deliberate disregard for the common interest, health, and safety of residents. In direct violation of Miami-Dade ordinances and clear adverse rulings by the City of Miami Code Enforcement Board, the Defendants—BORS’s three current Board members—have not only permitted but actively promoted unlawful daily and short-term rentals (30 days or less) at BORS through online platforms such as Airbnb and VRBO. These illicit short-term rentals have wreaked havoc on the BORS community, leading to severe issues such as rampant criminal activity, significant property damage, and incessant disturbances from transient “hotel” guests, creating an untenable living situation for long-term residents.

2. Even more troubling, the Board's actions extend beyond providing assistance and cover for this ongoing short-term rental scheme; the Board is secretly supporting a faction of investor-owners in their efforts to modify the Certificates of Occupancy (“CO”) and the Certificates of Use (“CUs”) for their *individual* units, to allow them to operate as vacation rentals, which would operate in direct conflict with the controlling Certificate of Use for the *building* itself. This would undermine the interests of unit owners who expected a lawful, residential environment when purchasing their apartments.

3. Despite the severe consequences of their actions, the Defendants have repeatedly encouraged short-term rentals at BORS, either recklessly or in bad faith, breaching their fiduciary duties to Plaintiffs and other residents in the process. The Board’s ongoing support for this harmful

initiative, combined with their ongoing violation of fiduciary responsibilities, leaves Plaintiffs and other residents with no adequate remedy at law. Only immediate injunctive relief can halt these violations and protect the BORS community from further irreparable harm.

JURISDICTION

4. This is a civil action for damages in excess of \$50,000.00, exclusive of interest, costs and attorneys' fees, and for equitable relief over which this Court has jurisdiction.

5. This Court has jurisdiction over the parties.

A. With a few exceptions,¹ Plaintiffs are residents of Florida and *sui juris*. All Plaintiffs are unit owners of BORS, a condominium located in this circuit.

A. Defendants Bolduc and Bain are residents of Florida and Defendant Elsheemy is a resident of New York, and all are *sui juris*. Defendants comprise the current three-person Board of Directors for BORS.

6. Venue is proper in this Court (two of the Defendants reside here and all own units in the BORS condominium; the claim accrued here; and the property in litigation is located here).

7. All conditions precedent for the filing of this action have been met or waived.

BACKGROUND

8. BORS is a 334-unit condominium (327 residential, 7 commercial) established in 2007. Defendants are responsible for its operation as current members of the Board of Directors.

9. BORS has a Declaration of Condominium, but as the Declaration itself recognizes,

¹ Plaintiffs Christopher J. Amato and Ralph and Brigid Mondora are residents of Ohio; Plaintiff Andres Bruzual is a resident of Mexico; and Plaintiff Roberto Chen is a resident of Venezuela. The one corporate Plaintiff, Coming From The South, LLC, is a Florida corporation authorized to conduct business in Florida, with its principal place of business in this circuit.

any building rules regarding leases are limited “as required by applicable law.” Decl., at 8.²

I. Short-Term Rentals are Illegal at BORS under Miami’s Comprehensive Zoning Code.

10. The City of Miami’s zoning code—Miami 21—divides the city into six zones (T1 through T6), which govern allowable land use and development intensity. BORS is in the T6 zone.

11. T6 zoning permits, by right, a broad range of uses including residential, commercial, office, and lodging (such as hotels and similar transient accommodations), but BORS operates under a Certificate of Use (“CU”) limiting its legal use to residential purposes *only*.³

12. As such, the operation of short-term rental units, including through platforms such as Airbnb, VRBO, or similar services allowing transient occupancy of less than thirty days, is illegal, as it constitutes lodging (not residential) use under Miami 21 and the City of Miami Code.⁴

13. The illegality of short-term rentals at BORS is well known to Defendants.

A. In 2024, the prior Board acknowledged that short-term rentals, like Airbnb, were not allowed at BORS. *See* Ex. B (“[T]he rental of Residential Units within the Condominium for periods of less than one month are not

² More generally, condominiums are creatures of statute and therefore governed by Florida Statutes and Florida’s Condominium Statutes (Ch. 718). *In re Adam*, 646 B.R. 846 (Bankr. S.D. Fla. 2022).

³ *See* Ex. A. Under the Miami 21 code, “dwelling” units and “lodging” units are mutually exclusive. Dwelling units are for residential use, *i.e.*, “permanent housing,” and lodging units are for short-term use, *i.e.*, vacation rentals that can last less than one month in duration. “Multifamily housing,” like BORS under its CU, is a building containing three or more dwelling units with direct access to the outside or to a common hall. If the units at BORS are available for lease or rent for less than one month, the building is operating as a place of “lodging,” in violation of its CU.

⁴ In 2011, the Florida Legislature enacted a statute prohibiting local governments from adopting ordinances that “prohibit vacation rentals or regulate the duration or frequency of rental of vacation rentals.” *See* Fla. Stat. § 509.032(7)(b). However, the statute includes a grandfather clause exempting any local law, ordinance, or regulation that was in place on or before June 1, 2011. As a result, Miami’s zoning code, Miami 21, which predates this cutoff, remains enforceable.

allowed” under a legal opinion letter prepared for the Board on this subject).

- B. In 2025, the City of Miami Code Enforcement Board repeatedly found that BORS unit owners violated the zoning code by placing units into short-term rental programs. *See* Ex. C, at 15 (Inspector Erik Encinosa confirms BORS’s CU is for multifamily (i.e., residential), not for lodging).

14. Despite this, a group of investor-owners, with the encouragement and support of BORS’s Board of Directors—Mr. Bolduc and Ms. Elsheemy (who were elected in November 2024) and Mr. Bain (a holdover from the prior Board)—continue to operate their units as short-term rentals, taking steps to conceal their activity and causing ongoing, severe harm to BORS.

II. Defendants Facilitate Illegal Hotel Operations at BORS.

15. A group of unit owners at BORS have long used their apartments as short-term, transient rentals, effectively operating an illegal hotel inside a residential building. Until the prior Board of Directors received a legal opinion letter concluding that BORS units could not be used as “vacation rentals,” this practice was open and widespread. *See* Ex. D (Miami Management report, disclosing 27 pages worth of short-term rental activity in a single month).

16. It is not merely the volume of rentals that reveals this practice, but the pattern: back-to-back stays of one or two nights, with a rotating cast of guests, hallmarks of a commercial lodging operation, not lawful residential use. Three units from the May 2024 report illustrate the situation:

- A. Unit 706 hosted different transient guests throughout all of May 2024.

Rental Start Date	Rental End Date	Duration of Stay (in Days)
05/03/2024	05/06/2024	3
05/06/2024	05/12/2024	6
05/13/2024	05/16/2024	3
05/17/2024	05/21/2024	4
05/24/2024	05/27/2024	3

B. Unit 617 was similarly used on a nightly basis, with no long-term occupant.

Rental Start Date	Rental End Date	Duration of Stay (in Days)
05/02/2024	05/05/2024	3
05/04/2024	05/06/2024	2
05/06/2024	05/08/2024	2
05/09/2024	05/11/2024	2
05/11/2024	05/12/2024	1
05/15/2024	05/22/2024	7
05/23/2024	05/27/2024	4

C. Unit 2312 operated continuously as a revolving door of short-term guests.

Rental Start Date	Rental End Date	Duration of Stay (in Days)
05/01/2024	05/04/2024	3
05/04/2024	05/06/2024	2
05/06/2024	05/08/2024	2
05/09/2024	05/12/2024	3
05/12/2024	05/14/2024	2
05/15/2024	05/17/2024	2
05/16/2024	05/20/2024	4
05/17/2024	05/18/2024	1
05/18/2024	05/21/2024	3
05/22/2024	05/24/2024	2
05/24/2024	05/27/2024	3
05/27/2024	05/28/2024	1

17. After receiving a legal opinion letter confirming the illegality of short-term rentals in the building, (*see* ¶ 13(A), above), some members of BORS's then-Board attempted to take meaningful steps to rein in the problem. And for a time, those efforts appeared to have an effect: the overt, hotel-like activity disappeared from BORS's management reports. *See* Ex. E.

18. But below the surface, the short-term rental scheme was adapting and deepening, with the assistance of one member of the Board at the time: Defendant Geoffery Bain. The leases that facially complied with the 30-day minimum stay requirement were not genuine residential

agreements. They would cycle through a series of “30-day leases,” which were terminated just after a few nights, followed immediately by another short-term lease, which would be terminated after a few nights, and on and on. One unit’s rental history illustrates the scheme (*see* Ex. F):

Rental Start Date	Rental End Date	“Mutual Termination of Lease Agreement”	Number of Tenants	Duration of Stay (in Days)
06/28/2024	07/29/2024	07/02/2024	3	4
07/05/2024	08/06/2024	07/08/2024	4	3
07/11/2024	08/12/2024	N/A	4	2
07/13/2024	08/14/2024	07/15/2024	Unknown	2
07/18/2024	08/19/2024	07/22/2024	4	4

19. The pattern of rapid, successive leases—with different occupants taking possession just days apart—makes the intent unmistakable: this was an illegal hotel operation, disguised by paperwork.⁵ Yet Bain, who drove the prior Board of Directors, insisted this was a legitimate “loophole” the building had no choice but to tolerate. Despite some pushback, his stance ultimately prevailed. In November 2024, following the election of Bolduc and Elsheemy to the three-member Board, the leadership became fully aligned in support of the short-term rental model.⁶

⁵ The fact that these vacationers knew to try and conceal their status also reveals the scheme:

[T]hey are telling me that they are in Miami for a few days as an Airbnb resident. And that they ... don’t want ... to be called Airbnb [guests]. They want ... to be called tenant[s], okay. And so that is the code word, but once you talk to them, people open up and they tell you that, in fact, they are Airbnb and they are there just for a few days...

Ex. C (City of Miami Code Enf’t Bd., Hr’g Tr., at 26 (Feb. 26, 2025; statement of J. Castillo)).

⁶ This alignment does not reflect the broader sentiment of unit owners. Many voters may not have realized the implications of their choices regarding short-term rental policies, as the candidates framed their platforms without highlighting this issue. Additionally, low participation in the election, particularly among absentee owners, may have limited awareness of the stakes involved.

III. City Enforcement and the Board's Defiance.

20. The Board's view is wrong. The City made that clear at the Code Enforcement hearing.

A. Some investor-owners claimed that BORS's condominium documents have no restrictions on short-term rentals. The City made clear that this was no defense for violating zoning laws. *See* Ex. C, at 85.

B. Some investor-owners claimed that BORS's management did not explain to them what they had done wrong or what they needed to do to correct it. The City made clear this was no defense for violating zoning laws. *Id.*, at 124.

C. Some investor-owners testified that Defendants told them that short-term rentals were allowed in BORS, and further testified that the building had established procedures to facilitate the use of units as short-term vacation rentals. *Id.*, at 138 (testimony of unit owner R. Ostertag) and 199 (testimony of unit owner A. Wilson; "We asked the association, the management if [vacation rentals were] allowed. They said yes, it was allowed, so we did the one-year lease to Zack [a broker who rents units as vacation rentals]").

Throughout the hearing, the City made clear this also was no defense.

21. During the hearing, the Chair of the Code Enforcement Board noted that BORS's Board of Directors was encouraging and supporting units being made available as vacation rentals.

[T]he board president now that is in favor [of the STR program], ,, he's not an attorney. Maybe you guys, who knows, have some sort of business with him. The guy has to be encouraging this for some sort of reason. I do not know. That is something legal that they need to take up on with their attorney. . . . [The board is] breaking the law.

Ex. C (City of Miami Code Enf't Bd., Hr'g Tr., at 219-20 (Feb. 26, 2025; statement of the Chair)).

22. The Code Enforcement Board found the cited BORS unit owners guilty and ordered

that they immediately stop making their units available for short-term rentals.

23. That should have been the end of it. Consistent with their fiduciary obligations, Defendants should have, at that point, clearly advised all BORS unit owners that short-term rentals are unlawful, and implemented procedures to ensure such rentals would no longer occur.

24. Instead, Defendants have allowed the short-term rental program to continue, openly.

- A. By way of example, on 04.18.25, two months after the Code Enforcement Board hearing, weekend guests checked in for Unit 2307. Defendants were made aware of it, but didn't act to stop it. *See* Ex. G.
- B. BORS units continue to be openly advertised, to this day, on platforms like Airbnb and VRBO for short-term rentals in the building. *See* Comp. Ex. H.
- C. A parade of Airbnb guests has been reported at the valet parking ramp. *See* Ex. I (valet service report, showing incoming Airbnb guests in 2025, including photos from the weeks after the Code Enforcement Board hearing).

25. And Defendants have allowed the short-term rental program to evolve in new ways designed to sidestep City enforcement and obscure the participants' responsibility.

- A. Some previously cited listings on platforms like Airbnb and VRBO have been removed, only to be replaced by nearly identical new listings.
- B. In some cases, listings have simply migrated from one platform to another, enabling participants to claim they have "taken down" the cited listing while continuing the same activity elsewhere
- C. Several participants have changed their host identities, switching from personal names to company aliases, such as "FIRE Rentals" or "KH Stays," in an attempt to mask their efforts while continuing short-term rentals.

D. In response to the city’s citations, some participants have updated the listings for specific units to indicate a minimum stay of 30 days. However, for their *other units*, listings remain active, and guest reviews posted *after* the Code Enforcement Board hearing are accompanied by Airbnb-generated tags indicating stays of “a few nights.” These tags reflect the actual booking length, not guest opinion, and confirm that short-term rentals have continued even after the Code Enforcement Board hearing. *See Ex. J.*

26. Defendants know that the short-term rental program has continued in open defiance of the Code Enforcement Board’s ruling. Yet they have taken no meaningful action to stop it.

A. There has been a steady stream of Incident Reports since the Code Enforcement Board hearing, showing that “hotel guests” continue to arrive for short-term stays at BORS. On 04.18.25, two people arrived to check into one unit for a four-day stay. *See Ex. K.* On 04.20.25, an “Airbnb guest” arrived to check-into another unit for a one-day, one-night stay. *See Ex. L.* On 04.21.25, a “STR” (short-term rental) checked out of yet another unit. *See Ex. M.* These reports are known to Defendants, but no action was taken.

B. Defendants do not need to consult Incident Reports to understand what is happening in the building. The short-term rental operation at BORS is pervasive, open, and unmistakable, and it has continued despite the Code Enforcement Board’s rulings on February 26, 2025, which should have brought it to a complete halt. Instead, the building has taken on the character of an unregulated hotel. Guests with luggage arrive and depart at all hours; groups linger in the lobby; individuals are frequently seen slumped on

couches, intoxicated or unconscious. Shirtless transients roam the hallways. Loud music, marijuana smoke, and even altercations have become commonplace. These conditions are not speculative or secondhand. They are documented in the photographs attached as Ex. N, each taken in the building after the Code Enforcement Board’s February 2025 rulings, and each reflecting conditions Defendants have knowingly allowed to persist.

27. During this period, Defendants repeatedly sought to shield BORS’s short-term rental program from scrutiny. They blocked access to information, fired the building manager the day after the City of Miami issued violation notices on multiple units, and deflected attention from the program’s illegality by focusing instead on identifying who reported it to the City. Ex. O – P.⁷

⁷ The email in which Bolduc complains that reporting the short-term rental program “is the kind of garbage that needs to stop” and insists it should be “handled by our board without going to the city,” (Ex. P), was sent just days before Bolduc was elected to BORS’s Board of Directors. Far from irrelevant, it underscores his long-standing loyalty to the illegal short-term rental program. Even before he had any formal authority, Bolduc was thumbing his nose at the City’s zoning laws, falsely insisting the rentals were allowed at BORS despite clear prohibitions under Miami’s code.

Our condo docs explicitly say that there will be no minimum to the length of lease when an owner rents out their unit. This is regardless of what the city says about zoning... This survey doesn’t mean anything. Our documents have the final and only say upon this matter. However, if you must do a survey, please consider the following questions: ... Do you think you should fuck over your neighBORS[‘] financial investments? What gives you the right to change 20+ years of STR precedent in BoR South tower?

Ex. Q (Email, Bolduc to Castillo, etc., dated July 26, 2024).

IV. Irreparable Harm to Residents and the Building.

28. The short-term rental program at BORS is not just illegal; it is wreaking havoc on the building and its residents. So-called “guests” have engaged in egregious behavior, including filming pornography on balconies, overdosing in the hallways, throwing all-night parties, verbally assaulting and menacing residents and security staff, and openly carrying firearms. The pervasive smell of marijuana has infiltrated neighboring units through the ventilation system, while fights have broken out in common areas, sex acts have occurred in the pool and hot tub, and women and minor girls have been harassed, often aggressively. Additionally, there has been widespread theft of deliveries. This type of misconduct led to **over 210 police incidents on the property from February 2024 to February 2025, most correlated with short-term rentals.**

29. Residents have expressed their fear and discomfort in their own homes. One resident described being awakened multiple times by loud, aggressive groups in the hallway, describing the terror of thinking someone was banging on their door at 2:00 a.m. They stated, “I feel scared in my own home. I mean, I don’t know who these people are... They get aggressive. You don’t know what they’re going to do.”

30. Another resident shared the impact of short-term rentals on his family, noting that his spouse no longer feels safe going outside alone due to the presence of unknown individuals frequently in the aisles, stating, “At the end of the day, my wife doesn’t feel safe in her own home.”

31. Further testimony reveals even more alarming experiences, with one parent expressing concerns for their child's safety and recounting instances of sex workers accessing the building. They stated, “My car was stolen from our property... police say it sounds like an inside job. Somebody rented through Airbnb and was tracking when they could steal my car.”

32. These incidents are just a glimpse into the pervasive issues caused by the short-

term rental program, highlighting the urgent need for action to protect the residents and restore a sense of safety and community at BORS.

V. Defendants' Ongoing Misconduct.

33. Even more concerning, the Directors are not only protecting the short-term rental program, but also, contrary to their fiduciary duties, secretly supporting efforts to let individual unit owners modify their CUs to permit vacation rentals, despite the building CU prohibiting such use. Over the past few days, Plaintiffs have discovered an alarming pattern of conduct in this regard.

- A. On 11.21.24, a BORS owner advised the City of Miami that “[t]here are multiple other unit owners [in BORS] who are interested in the R1 [lodging] occupancy, and so we are looking for clarification on this specific permit application, but [also] a general strategy” for all those units. *See* Ex. R.
- B. On 01.14.25, Bolduc emailed the City of Miami, admitting that he “know[s] that owners in the building have been working with the city to obtain individual CUs [to allow short-term rentals in their units],” and asking if “there is a way to expedite this process and [obtain a] decision.” *See* Ex. S.
- C. On 03.05.25, Elsheemy asked for a meeting between the BORS unit owners wishing to change their units CUs and the Building Department. *See* Ex. T.
- D. On 04.03.25, Elsheemy again presses for a meeting, clearly backing the effort to change the CUs of individual BORS units. *See* Ex. U.
- E. On 04.27.25, Elsheemy expresses her “upset over this change of date” for the meeting with the City, copying Bolduc on the email. *See* Ex. V. The email notes how far downfield the effort has gone with Defendants’ help:

The next step for the group is to start putting in the CO applications for the 35ish units. In Luis’s plan we are to

submit individual applications for the CO but one reviewer will handle it. I am asking for very clear directions on how you want us to handle that. Should we submit the applications then send you and Luis a list of all the process#s? This is a crucial question we need answered as well. We are ready to move forward immediately after this meeting.

F. On 04.29.25, a 05.11.25 meeting is confirmed between these unit owners and the Building Department. Elsheemy and Bolduc are copied. *See Ex. W.*

34. Of course, Certificates of Use are issued for entire *structures*, not for individual units within a structure. City of Miami, Fla., Code of Ordinances § 33-8 (“No *structure*, other than a single-family residence or duplex, shall be used or any existing use enlarged, or any new use made of any ... structure, without first obtaining a certificate of use ... therefor from the Department”). Setting that aside, Defendants’ efforts to lobby for short-term rentals in the building undermines the interests of owners who purchased their units for lawful, residential purposes.⁸

35. When Board members use the weight of their office to promote vacation rentals—particularly where they are motivated by self-interest, as is the case here—they disregard their fiduciary duties to act in the best interests of the association and its members.

36. The failure of the Directors to disclose their involvement with the group of approximately 35 investor owners seeking to operate their individual units as a Condo/Hotel constitutes a clear breach of their fiduciary duty. Board members are obligated to keep unit owners informed of significant actions and developments that may impact their property and community. By withholding information regarding these efforts and their own participation, the Directors not

⁸ Even if the small group of investor-owners had a pathway to change their individual unit CUs, they could not do so without the approval and the assistance of BORS’s Board of Directors. This approval would require coordination on various levels, including the submission of building permit applications related to the proposed change of use and applying for a warrant or an exception to allow the operation of a condo-hotel inside a multifamily building. Any actions taken by the Defendants to assist this group of investor-owners constitutes a breach of their fiduciary duties.

only undermine the trust placed in them by the unit owners but also jeopardize the integrity of the governing structure of the condominium. This lack of transparency is not merely a failure of communication; it is a fundamental violation of the Directors' responsibilities to act in the best interests of all unit owners.⁹

COUNT I – BREACH OF FIDUCIARY DUTY

Plaintiffs reallege Paragraphs 1 -- 36 as if fully set forth herein.

37. Defendants, as the three members of the BORS Board of Directors, owe fiduciary duties of care and loyalty to all unit owners, requiring them to always act in the best interests of the association and its membership.

38. Defendants breached their duty by

- A. Failing to take meaningful action to stop illegal short-term rental operations at BORS;
- B. Actively supporting and facilitating efforts by investor-owners to modify individual units' Certificates of Use for the purpose of enabling vacation rentals, in violation of the City of Miami Code, the building's Certificate of Use, and repeated orders of the City of Miami Code Enforcement Board.
- C. Failing to disclose to BORS unit owners the efforts of the investor-owners to operate their individual units as a Condo/Hotel and Defendants' participation in those efforts.

39. These ongoing illegal rentals have caused and continue to cause irreparable harm

⁹ While the consensus among various legal and zoning authorities cited herein is that a lease of less than thirty (30) days constitutes a "short-term lease" under the Miami 21 zoning code, there exists an argument that Florida statutes may define a "short-term lease" as one shorter than six (6) or seven (7) months. Plaintiffs reserve the right to revisit this argument in future proceedings.

to Plaintiffs and other residents, including loss of security, peace, property value, and the residential character of the community.

40. Monetary damages are inadequate because the harm is ongoing, affects the entire community, and cannot be fully remedied after the fact.

41. Plaintiffs are likely to succeed on the merits because the governing law and Certificate of Use unambiguously prohibit short-term rentals at BORS, and Defendants' actions are in clear violation of these restrictions.

42. Defendants' breaches have proximately caused, and will continue to cause, substantial and irreparable harm to Plaintiffs and the community.

43. Unless Defendants are enjoined from authorizing, permitting, or facilitating further short-term rentals, BORS will continue to suffer escalating harm for which there is no adequate remedy at law. The public interest also favors injunctive relief to uphold Miami's zoning ordinances and the integrity of condominium governance.

44. Defendants' conduct is not protected by the business judgment rule because they have acted knowingly and in bad faith, in direct violation of the City of Miami Code, the building's Certificate of Use, and the City of Miami Code Enforcement Board's orders, and for their own benefit or the benefit of certain unit owners, rather than the association as a whole.

WHEREFORE, Plaintiffs respectfully request that the Court enter an order:

A. Removing Defendants as the current Board of Directors and appointing a new Board to ensure proper governance and adherence to the interests of the unit owners who purchased their units with lawful expectations regarding use restrictions imposed by City zoning ordinances;

B. Alternatively, enjoining Defendants, and anyone acting in concert with them, from authorizing, permitting, or facilitating short-term rentals (defined as rentals of less than 30 days) at

BORS, in violation of the City of Miami Code, the building's Certificate of Use, or the City of Miami Code Enforcement Board's orders;

C. Requiring Defendants to take affirmative steps to notify all unit owners and residents of the prohibition on short-term rentals and to implement and enforce procedures to prevent such rentals;

D. Awarding Plaintiffs their costs and reasonable attorneys' fees; and

E. Granting such other and further relief as the Court deems just and proper.

DATED: May 23, 2025

Respectfully submitted,

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