

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES, AND MOBILE HOMES**

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

Petitioner,

v.

CASE NO. 2020013539

Sea Coast Management Inc.

Respondent

CONSENT ORDER

Petitioner, the State of Florida, Department of Business and Professional Regulation, Division of Florida Condominiums, Timeshares, and Mobile Homes ("Division"), and Respondent, Sea Coast Management Inc. ("Respondent"), stipulate and agree to the terms and issuance of this Consent Order, pursuant to sections 120.57 and 718.501, Florida Statutes, as follows:

PRELIMINARY STATEMENT

1. The Division is the state "agency," as the term is defined by section 120.52(1), Florida Statutes, statutorily responsible for the enforcement of the Florida Condominium Act, chapter 718, Florida Statutes, and the administrative rules promulgated thereunder.
2. The Division has investigated Respondent for certain alleged violations of chapter 718, Florida Statutes, in Division investigative case number 2020013539.
3. Respondent desires to resolve this investigation without formal administrative or judicial proceedings that might otherwise be available.
4. Respondent and the Division agree that the statutory citations referenced in this Consent Order are intended to reference the correct statutory citations for the years in which

the violations occurred as well as the Division's proper enforcement authority, and that any errors in such statutory citations are not substantive or prejudicial to either party.

STATEMENT OF FACTS

5. The Division is the state agency charged with enforcing chapter 718, Florida Statutes, the Condominium Act, and the Division's administrative rules.

6. Sea Coast Management, A Condominium, is a "residential condominium," as the term is defined in section 718.103(23), Florida Statutes, containing ninety (90) residential units located in Volusia County, Florida.

7. Respondent is the condominium "association" as the term is defined in section 718.103(2), Florida Statutes that operates Sea Coast Management, A Condominium.

8. Respondent's fiscal year begins January 1 and ends December 31.

9. Respondent's year-end financial statements are due within 120 days of the end of the fiscal year or by April 30, 2019.

10. Respondent did not complete compliant financial statements for year-ending 2018.

11. Respondent agrees that there is competent substantial evidence to support the foregoing Statement of Facts.

CONCLUSIONS OF LAW

12. The Division has jurisdiction over these proceedings pursuant to chapters 120 and 718, Florida Statutes, and is authorized to enter into this Consent Order, assess civil penalties, and consider evidence of mitigation of violations, pursuant to sections 120.57 and 718.501(1)(d), Florida Statutes.

13. Section 718.111(13), Florida Statutes, states in pertinent part: "Within 21 days after the final financial report is completed by the association or received from the third party, but not later than 120 days after the end of the fiscal year or other date as provided in the bylaws, the association shall mail to each unit owner at the address last furnished to the association by the unit owner, or hand deliver to each unit owner, a copy of the most recent financial report or a

notice that a copy of the most recent financial report will be mailed or hand delivered to the unit owner, without charge, within 5 business days after receipt of a written request from the unit owner."

14. Respondent failed to timely prepare and provide compliant year-end financial statements for the period January 1, 2018 through December 31, 2018 or notice its availability.

15. Respondent agrees that there is competent substantial evidence to support the foregoing Conclusions of Law.

Agreement

Civil Penalty and Other Relief:

a) Respondent shall remit to the Division a civil penalty in the amount of one thousand three hundred and fifty dollars (1,350.00) by certified check, cashier's check, or money order made payable to **DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION** as a condition precedent to the Division's execution of this Consent Order.

b) Respondent shall engage a CPA to prepare the 2018 and 2019 year-end financial statements and provide the Division with a copy of the engagement letter within fourteen (14) days from the filing date on page one of this executed Consent Order.

c) Respondent shall provide a copy of the completed 2018 and 2019 year-end financial statements to the Division within 120 days from the filing date on page one of this executed Consent Order. A copy of the 2018 and 2019 year-end financials, or a notice of availability, shall also be sent to unit owners and an affidavit shall be provided to the Division as proof of compliance within seven (7) days of the financials completion.

d) Respondent agrees to post a copy of this Consent Order, as signed by both parties, in a conspicuous place on the condominium property or where notice for meetings is normally posted for thirty (30) continuous days. Respondent shall, within forty-five (45) days from the filing date on page one of this executed Consent Order, provide the Division with

evidence of compliance with this requirement by means of an affidavit signed by the responsible party attesting to the positing of the Consent Order on the condominium property.

e) Respondent agrees to maintain its copy of this Consent Order as part of the association's official records, in accordance with section 718.111(12), Florida Statutes, and rule 61B-23.002(7) (b), Florida Administrative Code.

f) Respondent agrees that all items it has agreed to remit, provide, submit or in any way furnish to the Division shall be sent by certified mail, return-receipt requested to the following address:

**Bureau of Compliance
Division of Florida Condominiums, Timeshares, and Mobile Homes
Department of Business and Professional Regulation
2601 Blair Stone Road
Tallahassee, Florida 32399-1030**

g) Respondent agrees that its duties pursuant to this Consent Order shall not be discharged until all items that Respondent has agreed to remit, provide, submit or in any way furnish to the Division have actually been received by the Division at the address above.

16. Attorney's fees and prevailing party. The Division and Respondent agree that Respondent, through the rendition of this Consent Order, is not a "prevailing small business party" as that term is defined by section 57.111(3), Florida Statutes, and it is mutually agreed that Respondent shall bear its own costs and attorney's fees that are in any way associated with this.

17. Duress. Respondent acknowledges and agrees that it has entered into this Consent Order without duress and for the uses and purposes stated in this order.

18. Effectiveness. This Consent Order is effective on the last date executed below and upon its issuance; it shall be a final administrative order. This Consent Order is fully

enforceable by the Division under the provisions of sections 120.69 and 718.501, Florida Statutes.

19. Failure to Comply. As acknowledged and agreed between the Division and Respondent, this Consent Order is directly enforceable by petition to the Circuit Court of Leon County, Florida, as provided by section 120.69, Florida Statutes. For any violation by Respondent of the provisions of this Consent Order, Respondent understands that the Division shall bring such action as is necessary to seek compliance with chapter 718, its administrative rules, and the provisions of this Consent Order. This Consent Order does not constitute a waiver of the rights of Respondent to a contested hearing on any subsequent alleged violation of this order.

20. Future actions. Nothing in this Order shall be construed to waive or restrict the Division's right to initiate any action against Respondent pursuant to chapters 120 and 718, Florida Statutes, including, but not limited to, administrative or civil action or referral for criminal prosecution if facts or information not presently known or available to the Division come to its attention subsequent to the execution of this Consent Order. The Division expressly reserves all rights to pursue such remedies should a cause of action exist. This Order shall be binding upon the parties their successors, and assigns.

21. Releases. Respondent, for itself and any legal representatives, administrators, successors, and assigns, hereby, without reservation, voluntarily releases, waives, absolves, and forever discharges, to the full extent permitted by laws. Other officials and employees of the State of Florida, and legal representatives, all in their official and individual capacities, and any including former members of any of the foregoing groups, from any and all claims, demands, actions, judgments, causes of action, or suits at law or in equity, of any kind and nature, whether these claims are known to Respondent at this time or unknown, suspected, or not suspected, or by reason of any damage, injury, or loss included but not limited to, actual damages, compensatory damages, punitive damages, attorney's fees, interest, costs, other

special damages, general damages, and/or other equitable relief arising out of this administrative proceeding. The Division accepts this release and waiver by Respondent without in any way acknowledging or admitting that any such cause of action does or may exist.

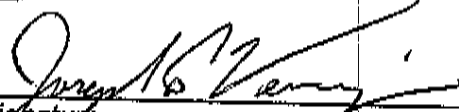
22. Time. Time is of the essence in this Consent Order.

23. Waivers. Respondent knowingly and voluntarily waives:

- (a) Any right to an administrative hearing provided by chapters 120 and 718, Florida Statutes;
- (b) Any right to the issuance of a recommended order by an administrative law judge from the Division of Administrative Hearings or from the Division; and
- (c) any and all rights to object to or challenge in any judicial proceeding, including but not limited to, an appeal pursuant to section 120.68, Florida Statutes, any aspect, provision or requirement concerning the content, issuance, procedure or timeliness of this Consent Order.

24. Entire Agreement. This Consent Order embodies the whole agreement of the parties. There are no promises, terms, conditions, or agreements other than those contained herein and this document shall supersede all previous communications, representations, and or agreements whether written or verbal, between the parties hereto.

WHEREFORE, Respondent, Sea Coast Management, Inc., by its duly authorized representative, Joseph P. Venezia, pursuant to the following certified resolution agrees to the terms, conditions and issuance of this Consent Order on this 20th day of June, 2020



 Signature

Joe Venezia

 Print Name

President Sea Coast BOD

 Title

CORPORATIONS MUST COMPLETE THE FOLLOWING PARAGRAPH TO THIS ORDER.

NOW, THEREFORE, BE IT RESOLVED, THAT ON JUNE 20, 2020, 2020, a meeting of the Board of Directors was held pursuant to legal notice and that the Officer's signature appearing on this Consent Order, executed in Case No. 2020013539, on behalf of this Corporate Respondent, is duly authorized, empowered and directed to execute the Consent Order on behalf of the Corporation and is further empowered to execute any other documents necessary to fulfill the intent of the Consent Order.

IN WITNESS WHEREOF, I have hereunto set my HAND AND SEAL of this Corporation this 20 day of JUNE, 2020.

Sheryl L. Krussa
CORPORATE SECRETARY'S SIGNATURE



REPRESENTATIVE/ATTORNEY

Joe Venezia

(Address, Telephone)

Michael Tannucci
CONTACT PERSON

4155 South Atlantic Ave

NSB FL 32169

386-428-9044
(Address, Telephone)

DONE AND ORDERED in Tallahassee, Leon County, Florida this _____ day of _____, 2020.

Boyd McAdams, Director
Division of Florida Condominiums,
Timeshares and Mobile Homes
Department of Business and
Professional Regulation
2601 Blair Stone Road
Tallahassee, Florida 32300-1030

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that U. S. Mail to have furnished a true and correct copy of this Consent Order:

Leland Management Inc.
6972 Lake Gloria Blvd.
Orlando, FL 32809

This _____ day of _____, 2020.

AGENCY CLERK'S OFFICE

Copies furnished to:
Nickolas Parker
2601 Blair Stone Rd.
Tallahassee, FL 32399