

IN THE THIRD DISTRICT COURT OF APPEAL  
THIRD DISTRICT OF FLORIDA

THIRD DISTRICT CASE NO. 3D22-2063  
LOWER COURT CASE NO. 2017-026221- CA-25

STEPHAN JAY LAWRENCE

Appellant,

vs.

MARINA TOWER OF TURNBERRY ISLE  
CONDOMINIUM ASSOCIATION, INC.

Appellee.

APPENDIX TO MOTION TO RECOGNIZE AND ENFORCE ELEVENTH  
JUDICIAL CIRCUIT ADMINISTRATIVE ORDER NO. 07-07 ISSUED PURSUANT  
TO Fla.R.Civ.P. 1.820, § 44.103 F.S.; AND TO STRIKE AND/OR OTHER RELIEF.

Stephan J. Lawrence, *pro se*  
c/o 959 Polk St.  
Hollywood, FL 33019  
(305) 523-9341  
lawrences360@gmail.com

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**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY that a copy of the foregoing has been furnished through the E-Filing Portal on June 4, 2024 to Robert Yaffe, Esq., [robert@robertyaffe.com](mailto:robert@robertyaffe.com) and William Treco, Esq., [courtpapers@teppstreco.com](mailto:courtpapers@teppstreco.com)**

By: /s/Stephan J. Lawrence

Stephan J. Lawrence

959 Polk St.

Hollywood, FL 33019

[lawrences360@gmail.com](mailto:lawrences360@gmail.com)

(305) 523-9341

By: /s/Stephan J. Lawrence

Stephan J. Lawrence

Pro se

**THE ELEVENTH JUDICIAL CIRCUIT  
MIAMI-DADE COUNTY, FLORIDA**

**CASE NO. 07-1  
(Court Administration)**

**ADMINISTRATIVE ORDER  
NO. 07-07  
(Rescinding AO 5-03 and AO 5-03 A1)**

**IN RE: ESTABLISHING  
PROCEDURES, REVISING ORDER,  
CREATING AND MAINTAINING  
QUALIFIED ARBITRATORS AND RE-  
ESTABLISHING COMPENSATION  
FOR COURT APPOINTED  
ARBITRATORS**

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**WHEREAS**, pursuant to Fla. R. Civ. P. 1.810 and 1.820, the Chief Judge of this Circuit, or his designee, has the authority and responsibility for establishing procedures for determining the time and the place of arbitration hearings and for establishing other procedures for the expeditious and orderly operation of such hearings; and

**WHEREAS**, section 44.103, Fla. Stat. (2007), concerning court-ordered, nonbinding arbitration, has been amended by the Florida Legislature thereby necessitating revisions to certain procedures and the order of referral followed in connection with court appointed arbitrators for this Circuit; and

**WHEREAS**, pursuant to Administrative Order No. 05-03, as amended, the Court established procedures for creating and maintaining the "Circuit's List of Qualified Arbitrator's" and established a reasonable rate of compensation for such arbitrators; and

**WHEREAS**, this Order consolidates all such procedures and the rate of compensation;

**NOW, THEREFORE**, pursuant to the authority vested in me as Chief Judge of the Eleventh Judicial Circuit of Florida, it is hereby **ORDERED** that the following are hereby established as the procedures, order, and rate of compensation to be followed in connection with court appointed arbitrators:

1. Notice of Non-Binding Arbitration Hearing Procedures (Attached hereto as Attachment "A" and incorporated as if fully set forth herein)
2. Order of Referral to Non-Binding Arbitration (Attached hereto as Attachment "B" and incorporated as if fully set forth herein)

3. Official List of Qualified Arbitrators for the Eleventh Judicial Circuit (Attached hereto as Attachment "C" and incorporated as if fully set forth herein) Said list, to be made available to all judges of the Circuit, is comprised of qualified persons, who are certified as arbitrators by the State of Florida and have agreed to serve as arbitrators for the Circuit. Pursuant to the Fla. R. Civ. P. 1.810(a), the List may be revised or updated as the need arises by the Director of the Arbitration/Mediation Division of the Circuit, as the Chief Judge's designee.
4. Compensation-The compensation of arbitrators selected by the Court from the list of qualified arbitrators shall be at the rate of One Hundred Fifty Dollars (\$150.00) per hour. Such compensation shall be initially borne proportionally by each side unless otherwise agreed to by the parties or ordered by the Court. This cost may be taxed at the conclusion of the case pursuant to law.

This Administrative Order shall take effect on October 1, 2007, and shall remain in effect until further order of the Court. Administrative Order No. 5-03, entered on June 7, 2005 and Administrative Order No. 05-03 A1, entered on July 22, 2005, shall be rescinded in their entirety and held for naught on the effective date of this Order.

**DONE AND ORDERED** in Chambers at Miami-Dade, Florida, this 1<sup>st</sup> day of October, 2007.

**JOSEPH P. FARINA, CHIEF JUDGE  
ELEVENTH JUDICIAL CIRCUIT OF  
FLORIDA**

**ATTACHMENT “A”**

**NOTICE OF NON-BINDING ARBITRATION HEARING PROCEDURES**

**PLEASE READ CAREFULLY**

**AUTHORITY**

A judge may refer any contested civil action filed in a circuit or county court to non-binding arbitration § 44.103, Fla. Stat.

**DESCRIPTION**

Non-binding arbitration is a quasi-judicial proceeding conducted in an informal setting. The presentation of testimony and evidence shall be kept to a minimum, and most matters are to be presented through the statements and argument of counsel. The arbitrator is a finder of fact and applier of law. The arbitrator functions as judge and jury. The arbitrator’s decision is not binding if the parties subsequently choose to seek a trial.

*See* § 44.103 Fla. Stat. and Fla. R. Civ. P. 1.820(b).

**DESIGNATION OF ARBITRATOR[S]**

Arbitrators designated by the Court shall be selected from the list of certified arbitrators maintained by the Chief Judge or his designee pursuant to Fla. R. Civ. P. 1.810, and Administrative Order No. 07-07 Arbitrators shall comply with all ethical requirements set forth in the Florida Rules for Court Appointed Arbitrators.

**COMMENCEMENT**

The initial arbitration hearing shall be held within sixty (60) days of the signed referral order. Fla. R. Civ. P. 1.700(a). It is the responsibility of the chief arbitrator<sup>1</sup> to notify the parties in writing of the date, time, and place of all conferences and/or hearings unless the Order of Referral specifies the date, time and place. Fla. R. Civl. P. 1.700(a)(2).

**POWER OF ARBITRATORS**

An arbitrator, or the chief arbitrator of a panel, shall have authority to commence and adjourn the arbitration hearing, and carry out other such duties as are prescribed by § 44.103(4), Fla. Stat. The chief arbitrator shall not have authority to hold any person in

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<sup>1</sup> In the case of a panel, one of the arbitrators shall be appointed as the chief arbitrator. Where there is only one arbitrator, that persons shall be the chief arbitrator. Fla. R. Civ. P. 1.810. *See also* Fla. R. Arb. 11.010.

contempt or in any way impose sanctions against any person. Fla. R. Civ. P. 1.820(a).

Any party to the arbitration may petition the court in the underlying action, for good cause shown, to authorize the arbitrator to issue subpoenas for the attendance of witnesses and for the production of books, records, documents, and other evidence at the arbitration and may petition the court for orders compelling such attendance and production at the arbitration. Subpoenas shall be served and shall be enforceable in the manner provided by law. See § 44.103(4), Fla. Stat.

### **CONDUCT OF HEARING**

The arbitration hearing shall be conducted informally. Presentation of testimony shall be kept to a minimum, and matters shall be presented to the arbitrator primarily through the statements and arguments of counsel. Fla. R. Civ. P. 1.820(c). Also, a brief summary of the issues and facts shall be submitted to each arbitrator at least one (1) week before the arbitration hearing.

Individual parties or authorized representatives of corporate parties shall personally attend the arbitration hearing unless excused in advance by the chief arbitrator for good cause shown. Failure to appear without having been excused by the chief arbitrator or by the Court may result in the arbitrator rendering a decision based upon the evidence presented by parties in attendance.

### **COMPLETION**

Arbitration shall be completed within thirty (30) days of the first arbitration hearing unless extended by order of the court on motion of the chief arbitrator or of a party. No extension of time shall be for a period exceeding sixty (60) days from the date of the first arbitration hearing. Fla. R. Civ. P. 1.820(g)(1).

### **DECISION AND TRIAL DE NOVO**

At the conclusion of the presentation, the arbitrators[s] shall retire to consider and discuss the testimony and render a decision. The decision shall be reduced to writing and submitted to the parties within ten (10) days. Fla. R. Civ. P. 1.820(g)(3). The parties then shall have twenty (20) days from the date of service of the decision to move for trial. Fla. R. Civ. P. 1.820(h). If no such motion is made, the arbitration decision shall be final and shall be referred to the presiding judge who shall enter any orders or judgments as may be required to carry out the terms of the decision. Counsel is responsible for preparing and submitting any proposed orders or judgments for this purpose. Fla. R. Civ. P. 1.820(h).

Upon motion made by either party within 30 days after entry of judgment, the court may assess costs against the party requesting a trial de novo, including arbitration costs, court costs, reasonable attorney's fees, and other reasonable costs such as investigation expenses and expenses for expert or other testimony which were incurred after the arbitration hearing and continuing through the trial of the case in accordance with the guidelines for taxation of costs as adopted by the Supreme Court.

If a party in non-binding arbitration is not satisfied with the award and seeks a trial, as allowed, the party does so at the peril of having to pay all arbitration costs, court costs, attorneys' fees, investigation expenses for expert testimony or evidence, and other "reasonable costs" if the ultimate decision is not "more favorable than the arbitration decision." Specifically, if a plaintiff or petitioner requests a trial de novo after arbitration and obtains a judgment at trial which is at least Twenty-five (25) percent less than the arbitration award, then costs and attorney's fees shall be set off against the award. In addition, when the costs and attorney's fees total more than the amount of the judgment, the court shall enter judgment for the defendant against the plaintiff for the amount of the costs and attorney's fees, less the amount of the award to the plaintiff. Similarly, a defendant who files for a trial de novo may be liable for the plaintiffs' attorney's fees and costs if the judgment entered against the defendant is at least Twenty-five (25) percent more than the arbitration award. See, § 44.103(6), Fla. Stat.

**ATTACHMENT "B"**

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

GENERAL JURISDICTION DIVISION

CASE NO.:

Plaintiff,

vs.

Defendant.

\_\_\_\_\_ /

**ORDER OF REFERRAL TO NON-BINDING ARBITRATION**

**THIS COURT** has reviewed its docket and the case file in this matter and has determined that this cause is appropriate for non-binding arbitration. Accordingly, pursuant to § 44.103, Florida Statutes, Fla. R. Civ. P. 1.700, 1.800, 1.1810 and 1.820 and upon this Court's own motion, and/or upon motion or stipulation of the parties, it is **ORDERED** as follows:

1. This case is referred to non-binding arbitration on all issues, including attorney's fees and costs.

2. Within fifteen (15) days after service of the "Order of Referral to Non-Binding Arbitration," the parties may agree upon the designation of one (1) or a panel of three (3) qualified arbitrators. If the parties are able to agree upon the designation of an arbitrator or a panel of arbitrators, the plaintiff or petitioner shall, within the time period set forth above, file with the Clerk of the Court, and with the arbitrator(s) contingently designated in paragraph three (3) below, a "Notice of Stipulation of Arbitrator(s)" which shall identify the name, address and the telephone number of the arbitrator or arbitrators agreed upon.

3. In the event the parties are unable to agree upon the designation of one or more qualified arbitrators within the period specified in paragraph two (2) of this Order and fail to timely file the "Notice of Stipulation of Arbitrator(s)," the Court designates and appoints \_\_\_\_\_, whose address is \_\_\_\_\_ and phone number is (\_\_\_\_) \_\_\_\_\_ to serve as arbitrator in the case.

4. Court ordered non-binding arbitration shall be conducted in an informal manner. The presentation of testimony and evidence shall be kept to a minimum, and most matters are to be presented through the statements and argument of counsel.

5. Upon motion for good cause, the parties may petition the court to stay proceedings, pending arbitration.

6. The compensation of arbitrators selected by the Court from the list of qualified arbitrators shall be at the rate of One Hundred Fifty Dollars (\$150.00) per hour. The cost shall be initially borne proportionally by each side unless otherwise agreed to by the parties or ordered by the Court. The cost may be taxed at the conclusion of the case pursuant to law.

7. Further, if a plaintiff or petitioner moves for a trial de novo after arbitration and obtains a judgment at trial which is at least Twenty-five (25) percent less than the arbitration award, then costs and attorney's fees shall be set off against the award. In addition, when the costs and attorney's fees total more than the amount of the judgment, the court shall enter judgment for the defendant against the plaintiff for the amount of the costs and attorney's fees, less the amount of the award to the plaintiff. Similarly, a defendant or respondent who moves for a trial de novo may be liable for the plaintiffs' attorney's fees and costs if the judgment entered against the defendant is at least Twenty-five (25) percent more than the arbitration award.

8. The procedures attached hereto, entitled "Notice of Non-binding Arbitration Hearing Procedures," are hereby incorporated into this Order and made a part hereof and shall be complied with by all persons subject to this Order.

**DONE AND ORDERED** at Miami-Dade County, Florida this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Circuit Court Judge

cc: All Parties

## **ATTACHMENT “C”**

### **OFFICIAL LIST OF QUALIFIED ARBITRATORS FOR THE ELEVENTH JUDICIAL CIRCUIT**

Pursuant to Administrative Order No. 07-07, the Director of the Mediation/Arbitration Division of the Administrative Office of the Courts promulgates the following list of qualified arbitrators for the court appointment in the circuit:

Aguerreberre, Juan, Jr  
2121 Ponce De Leon Blvd  
Suite 650  
Coral Gables, Florida 33134  
(305) 567-0150

Anania, Ronald J.  
10910 S.W. 10<sup>th</sup> Court  
Davie, Florida 33324  
(954) 476-9616

Areadier, Mauricio  
9130 South Dadeland Blvd  
Suite 1218  
Miami, Florida 33156  
(305) 668-8311

Ballman, Donna  
4801 South University Drive  
Suite 3010  
Ft. Lauderdale, Florida 33328  
(954) 680-6669

Barnet, Lionel  
9100 South Dadeland Blvd  
Suite 404  
Miami, Florida 33156  
(305) 670-7887

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

MARINA TOWER OF TURNBERRY ISLE  
CONDOMINIUM ASSOCIATION, INC.,  
a Florida non-profit corporation,

CIRCUIT CIVIL DIVISION

CASE NO. 2017-26221 CA 25

Plaintiff,

vs.

STEPHAN J. LAWRENCE,

Defendant.

---

**ORDER REFERRING ACTION TO NON-BINDING ARBITRATION**  
**PURSUANT TO F.S. 44.103(2)**

This action came before the Court on November 29, 2018, on Defendant's Motion to Dismiss Due to Mandatory Arbitration Under F.S. 718.1255, and the Court, having denied Defendant's motion, and being otherwise advised in the premises, it is thereupon,

ORDERED and ADJUDGED that:

1. The Court refers this action to non-binding arbitration pursuant to F.S. Section 44.103.
2. The Court appoints as the Arbitrator for this action Terri Leigh Jones of the Arbitration Section of the Florida Department of Business and Profession Regulation. If Arbitrator Jones declines to serve as the Arbitrator for this action, the Court will appoint an arbitrator from the list of arbitrators maintained by the Chief Judge of the 11<sup>th</sup> Judicial Circuit.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida, on 01/02/19.

  
DARYL E. TRAWICK  
CIRCUIT COURT JUDGE

The parties served with this Order are indicated in the accompanying 11th Circuit email confirmation which includes all emails provided by the submitter. The movant shall IMMEDIATELY serve a true and correct copy of this Order, by mail, facsimile, email or hand-delivery, to all parties/counsel of record for whom service is not indicated by the accompanying 11th Circuit confirmation, and file proof of service with the Clerk of Court.

Signed original order sent electronically to the Clerk of Courts for filing in the Court file.

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

CIRCUIT CIVIL DIVISION

CASE NO. 2017-26221 CA 25

MARINA TOWER OF TURNBERRY ISLE  
CONDOMINIUM ASSOCIATION, INC.,  
a Florida non-profit corporation,

Plaintiff,

vs.

STEPHAN J. LAWRENCE,

Defendant.

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**ORDER DENYING DEFENDANT'S MOTION TO DISMISS DUE TO MANDATORY  
ARBITRATION UNDER F.S. 718.1255**

This action came before the Court on November 29, 2018, on Defendant's Motion to Dismiss Due to Mandatory Arbitration Under F.S. 718.1255, and the Court, having reviewed Defendant's motion and Plaintiff's response to the motion, heard argument of counsel for Plaintiff and of Defendant, and being otherwise advised in the premises, it is thereupon,

ORDERED and ADJUDGED that:

1. Defendant's Motion to Dismiss Due to Mandatory Arbitration Under F.S. 718.1255, is hereby denied as the Court finds that Section 718.1255 excludes from the definition of a dispute subject to mandatory arbitration disputes involving collection of an assessment levied against a party. This action involves the collection of assessments.
2. Defendant shall file an Answer to Plaintiff's Complaint within ten (10) days of the date of this Order. Once the Answer is filed, the case will be stayed pending arbitration as directed in a separate order.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida, on 01/02/19.

  
DARYL E. TRAWICK  
CIRCUIT COURT JUDGE

The parties served with this Order are indicated in the accompanying 11th Circuit email confirmation which includes all emails provided by the submitter. The movant shall IMMEDIATELY serve a true and correct copy of this Order, by mail, facsimile, email or hand-delivery, to all parties/counsel of record for whom service is not indicated by the accompanying 11th Circuit confirmation, and file proof of service with the Clerk of Court.

Signed original order sent electronically to the Clerk of Courts for filing in the Court file.

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

IN RE: PETITION FOR ARBITRATION

STEPHEN J. LAWRENCE,

Petitioner,

v.

Case No. 2017-05-2218

MARINA TOWER OF TURNBERRY ISLE  
CONDOMINIUM ASSOCIATION, INC.,

Respondent.

\_\_\_\_\_ /

**STATUS REPORT**

Respondent, Marina Tower of Turnberry Isle Condominium Association, Inc., through undersigned counsel, files the following Status Report:

1. On September 7, 2018, the Arbitrator filed an Order After Case Management Conference and Abating Case (“Order”).
2. As the Arbitrator noted in the Order, the Petitioner herein filed a motion in the Miami-Dade County Circuit Court case “that alleges the circuit court does not have jurisdiction over the validity of the renovations and alterations and the dispute must be arbitrated.”
3. On November 28, 2018, the Circuit Court Judge denied Petitioner’s Motion to Dismiss Due to Mandatory Arbitration Under F.S. 718.1255. However, the Court referred the Circuit Court case to non-binding arbitration pursuant to Section 44.103(2), Florida Statutes and stated he wished to appoint the Arbitrator in this proceeding as the arbitrator to hear the Circuit Court case. The Court further indicated that if the Arbitrator in this proceeding declines to serve as the arbitrator in the Circuit Court case, he would appoint an arbitrator from the list of qualified

arbitrators maintained the 11<sup>th</sup> Judicial Circuit of Florida.

4. As of this date, the Court has not entered the orders denying Petitioner's motion to dismiss and referring the case to non-binding arbitration pursuant to Section 44.103, F.S. Respondent will furnish copies of the orders after they have been entered.

I HEREBY CERTIFY that a copy of this Response was furnished by U.S. Mail to Stephen J. Lawrence, 19500 Turnberry Way, Apt. 23-A, Aventura, FL 33180 on December 20, 2018.

**ROBERT H. YAFFE, PA.**

Attorney for Respondent

11900 Biscayne Boulevard, Suite 806

Miami, Florida 33181

Tel: (305) 749-2341

Fax: (305) 770-6411

By: \_\_\_\_\_

  
Robert H. Yaffe

Fla. Bar No. 374271

email: robert@robertyaffe.com

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

MARINA TOWER OF TURNBERRY ISLE  
CONDOMINIUM ASSOCIATION, INC.,  
a Florida non-profit corporation,

CIRCUIT CIVIL DIVISION

CASE NO. 2017-26221 CA 25

Plaintiff,

vs.

STEPHAN J. LAWRENCE,

Defendant.

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**PLAINTIFF'S NOTICE OF FILING FINAL ORDER OF  
DISMISSAL OF ARBITRATION CASE**

Plaintiff, Marina Tower of Turnberry Isle Condominium Association, Inc., by and through undersigned counsel, hereby files the attached Final Order of Dismissal of Arbitration Case, in which the Arbitrator declines the Court's appointment to serve as Arbitrator for this action.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing has been furnished by electronic service through the E-Filing Portal to Stephan J. Lawrence, 19500 Turnberry Way, Apt. 23A, Aventura, FL 33180 ([stevvel351@gmail.com](mailto:stevvel351@gmail.com); [lawrences360@gmail.com](mailto:lawrences360@gmail.com)) and US Mail on February 5, 2019.

**ROBERT H. YAFFE, P.A.**

Attorney for Plaintiff  
11900 Biscayne Blvd, Ste 806  
Miami, Florida 33181  
(305) 749-2341

By: /s/ Robert H. Yaffe

Robert H. Yaffe  
Fla. Bar No. 374271  
[robert@robertyaffe.com](mailto:robert@robertyaffe.com)

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

**IN RE: PETITION FOR ARBITRATION** Filed with  
Arbitration Section

**STEPHEN J. LAWRENCE,**

**Petitioner,**

FEB - 5 2019

**v.**

Div. of FL Condos, Timeshares & MH  
Dept. of Business & Professional Reg

**Case No: 2017-05-2218**

**MARINA TOWER OF TURNBERRY ISLE  
CONDOMINIUM ASSOCIATION, INC.,**

**Respondent.**

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**FINAL ORDER OF DISMISSAL**

Currently, the parties are litigating a foreclosure action in the 11<sup>th</sup> Judicial Circuit Court for Miami-Dade County. The Association has alleged that Petitioner has not paid special assessments related to renovations and alterations to the condominium building. In his filings to the circuit court, Petitioner has indicated that he plans to challenge the validity of the special assessment because the Association improperly approved the renovations and alterations.

On January 2, 2019, the Court referred its case to non-binding arbitration pursuant to Section 44.103, Florida Statutes. The court appointed the undersigned to be the arbitrator but if the undersigned declines, the Court would appoint an approved arbitrator from its own list. The Division does not have the authority to arbitrate case pursuant to Section 44.103, therefore the undersigned must decline the appointment.

Additionally, the arbitrator must dismiss this case for lack of jurisdiction. See *Mitchell v. The Beach Club of Hallandale Towers Condo. Ass'n, Inc.*, 17 So.3d 1265 (Fla. 4th DCA 2009) (After association passed special assessment, Petitioner filed for

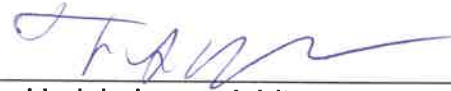
relief in circuit court alleging association failed to give proper notice of meeting, failed to establish quorum, used expired proxies and failed to provide audited financial statement in violation of bylaws and Florida Statutes. Association maintained matter was in exclusive jurisdiction of Fla. Dept. of Business and Professional Regulation. Held: Dispute over levy of assessment was not subject to arbitration under § 718.1255(1)(b) and (4)(a), Fla. Stat. (2008)); *DeCarlo v. Ocean Point Ass'n., Inc.* Arb Case No. 2017-03-1295, Final Order of Dismissal (July 14, 2017) (Petitioner's claim that the Association improperly approved a material alteration and levied an assessment to pay for the alteration is a claim involving the levy and collection of an assessment and must be dismissed.); *Maurio v. Island Paradise Condo. Ass'n, Inc.*, Arb. Case No. 2007-05-5116, Order Dismissing Certain Claims for Lack of Jurisdiction (Oct. 15, 2007) (certain claims dismissed for lack of jurisdiction where petition alleged improper notice of meetings at which special assessments were allegedly approved, because ultimately, arbitrator had no authority under § 718.1255(1), Fla. Stat., to require board to rescind special assessments already levied); *Schwartz v. Opal Towers Condo. Ass'n, Inc.*, Arb. Case No. 2005-02-7683, Final Order of Dismissal (Aug. 10, 2005) (Association agreed arbitrator lacked jurisdiction over petition to the extent that it challenged the levy of an assessment, but association also contended petitioners were challenging authority to contract for balcony restoration project which it argued was within arbitrator's jurisdiction. Held: Dispute not within jurisdiction of arbitrator because petitioners ultimately were challenging assessment.).

Based on the foregoing, it is

**ORDERED:**

This petition is **DISMISSED** and Arb. Case No. 2017-05-2218 is hereby closed.

DONE AND ORDERED this 5th day of February, 2019, at Tallahassee, Leon County, Florida.



Terri Leigh Jones, Arbitrator  
Department of Business and  
Professional Regulation  
Arbitration Section  
2601 Blair Stone Road  
Tallahassee, Florida 32399-1030  
Telephone (850) 414-6867  
Facsimile (850) 487-0870

**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 persons on this 5th day of February, 2019:

Stephen J. Lawrence  
19500 Turnberry Way #23A  
Aventura, FL 33180  
Email: stevel351@gmail.com  
Petitioner

Robert H. Yaffe, Esq.  
11900 Biscayne Blvd., Suite 806  
Miami, FL 33181  
Email: robert@robertyaffe.com  
Attorney for Respondent



Terri Leigh Jones, Arbitrator