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**Board Certified Condominium & Planned Development*

November 10, 2026

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND U.S. MAIL

VIA Email: [redacted]

Mr. Ellis Akins
[redacted]

Re: Panther Ridge Homeowners Association of Brevard, Inc.

Response to your two notices dated November 8, 2026, and November 10, 2026 and demand for copies of meeting minutes authorizing attorney correspondence; Cease and desist demand of continued advertising

Dear Mr. Akins,

As you know, this firm represents Panther Ridge Homeowners Association of Brevard, Inc. I write on the Association's behalf in response to the two notices you sent on November 8, 2026, and November 10, 2026, each styled as a formal prearbitration notice concerning December 1, 2026, Board election. I confirm that I received both notices and the materials attached to them, and I have forwarded them to the Board of Directors as you requested. The Association takes the integrity of its elections seriously, and it has reviewed your concerns with care. For the reasons set out in this letter, the Association will proceed with the December 1 election on the announced schedule and will not suspend the ballot and demands that you cease and desist continuing to place any advertising or signs in the community. Additionally, the Association is advising you with this correspondence that they do not have to first have a board meeting to authorize attorney's correspondence to you. The Board President has the power to make decisions for the day to day affairs of the Association. As such, no meeting minutes will be forthcoming as they do not exist prior to correspondence being submitted to you.

You were notified in writing on October 30, 2026, of violating Article 10, Section 10.23 of the Association's Declaration for improperly displaying signage on your vehicle. Pursuant to Article 10, Section 10.23 of the Declaration, "*[n]o sign, display, poster, advertisement, notice, lettering or*

other advertising device of any kind whatsoever … may be exhibited, displayed, inscribed, painted or affixed in public view of any portion of any building or other Improvement in the Property (including, without limitation a Home), or on or in a vehicle, without the prior written consent of the ARB and the Board, which consent may be given, withheld or conditioned in the sole and absolute discretion of the ARB and the Board…." We have been advised that you have now placed signs in the community directing owners to not vote for current board members. This is a continued violation of the Association's Declaration. You must immediately remove these signs pursuant to the language in the Declaration. Failure to do so will result in further enforcement action to enforce the Association's Declaration as well as continuing to incur attorney's fees for enforcement of same.

The matter that governs most of what follows is your eligibility to appear on the ballot at all. Under section 720.306(9)(b), Florida Statutes, a person who is delinquent in the payment of any fee, fine, or other monetary obligation to the association on the day that he could last be nominated for the board may not seek election to the board, and that person's name shall not be listed on the ballot. The statute defines a qualifying obligation broadly to mean any delinquency to the association with respect to any parcel. The date that matters is the last day on which a member may be nominated, which for this election is on November 11, 2026. The exclusion is mandatory and not discretionary. When a member is delinquent as of that date, the Association has no choice under the statute but to keep that member off the ballot.

The Association has determined that you are delinquent in a monetary obligation owed to the Association and that the delinquency remains outstanding as of November 11, 2026, nomination deadline. Our correspondence on October 30, 2026, advised the attorney fees owed as of that date to which payment has not been received nor has the violation been cured so additional attorney fees has accrued. On that basis you are not a qualified candidate for this election, and your name may not be placed on the ballot. This determination also answers the candidate count that you questioned. Three seats are to be filled, and there are four eligible candidates, namely Lisa Harlow, Deanna J. Kaier, Jeffrey Emerson Mapes, and Patrick Valko. That is the reason the ballot instructs voters to select three of the four candidates. The appearance of your name as a fifth option on the electronic display was an error, and the correct response to that error is the removal of your name rather than the reissuance of a ballot that lists five candidates and includes you.

Your remaining concerns about the ballot do not require suspension of the election. Florida law leaves detailed procedures for a homeowner's association election to the association's own governing documents. Section 720.306(9)(a) provides that elections of directors must be conducted in accordance with the procedures set forth in the governing documents, and the requirements you cite for alphabetical ordering and for the omission of incumbent designations come from the Association's recorded bylaws rather than from any statewide statutory ballot format. Your reading of bylaw section 4.2(e) is accurate. That provision requires the ballot to list all eligible candidates in alphabetical order by last name and forbids any indication of which candidates are incumbents. The four eligible candidates are already in alphabetical order, and the official ballot that the Association distributes with the second notice will list those four candidates in that order and without any incumbent designation. Once your name is removed as section 720.306(9)(b) requires, the ordering concern you raised is resolved, because the only name out of alphabetical sequence was your own in the fifth position.

The timing of the electronic display does not call for a different result. The voting window shown on the notice you obtained runs from November 11 through December 1, which means that no vote

could be cast before the nomination deadline closes on November 11. The Association will confirm that its voting vendor accepted no votes before that date, and it will preserve both versions of the ballot along with the related consent, access, and delivery records, consistent with its ordinary practice and with Florida law. To the extent you contend that the display of candidate choices in advance of the deadline was itself improper, that is a question about the conduct of the election, and section 720.306(9)(a) provides that any challenge to the election process must be commenced within sixty days after the results are announced. The Association is correcting the ballot now, which addresses the substance of your concern well before any such window would run.

Your access to electronic voting stands on different footing, and I want to address it plainly. Your right to vote as a member is separate from your eligibility to serve as a candidate. The determination that you are not a qualified candidate does not affect your right to cast a ballot, and the Association will see that your ability to vote is honored. On the records available to us, the consent to vote electronically that you submitted in March 2023 remains in effect. Section 720.317(4) provides that a member's consent to online voting is valid until the member opts out under the procedures the Board has adopted, and you have stated that you did not opt out. Your September 2026 revocation was directed at the receipt of formal notices by email, which is a distinct consent governed by sections 720.303 and 617.0141, and that revocation did not withdraw your consent to vote electronically. The guidance you received suggesting that you were required to close your TownSq account in order to stop electronic delivery of notices did not correctly describe the Association's obligations, and the Association will not treat your notice revocation as a withdrawal of your voting access. Management will confirm your electronic voting access, will deliver the individual notices required to be sent to you by U.S. mail to your address of record as you requested, and will verify that eligible consenting voters are able to reach the corrected ballot.

You asked the Association to confirm receipt of your notices, to forward them to the Board, and to provide a written corrective plan within five business days. This letter confirms receipt and the forwarding of your notices, and it states the corrective steps the Association is taking. Those steps are the removal of your name from the ballot as the statute requires, the issuance of the official ballot with the second notice listing the four eligible candidates in alphabetical order and without incumbent designations, the confirmation that no votes were accepted before the nomination deadline, the preservation of the voting records, and the confirmation of your voting access and your mailing preference. The Association is taking these steps because they are correct under the statute and the bylaws, and not because the notices oblige it to act on the schedule you have set.

So that there is no misunderstanding about the procedural posture, I will be direct about what your notices do and do not accomplish. The prerequisites you cite from section 718.1255(4)(b), which are advance written notice of the specific nature of the dispute, a demand for relief with a reasonable opportunity to comply, and notice of an intention to proceed, are conditions that a petitioner must satisfy before filing a petition for arbitration. They are not obligations that require the Association to pause an election or to grant the relief you request. An election dispute between a member and an association must be submitted to binding arbitration before the Division or filed in a court of competent jurisdiction under sections 720.306(9)(c) and 720.311(1).

The Association will therefore proceed with the December 1 election as announced, will issue the second notice with the printed ballots within the bylaw window, and will correct the ballot in the manner described above.

Nothing in this letter waives any right, position, or defense available to the Association, each of which is expressly reserved. Please direct any further correspondence on this matter to me as counsel for the Association.

Sincerely,



Jennifer L. Davis, Esq.
Arias Bosinger PLLC