

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION**

Case No. _____ – Civ

**RABBI NAFTALY HERTZEL,
HENYA HERTZEL, and CHABAD
ISRAELI CENTER, INC., a Florida not-
for-profit corporation,**

Plaintiffs

vs.

**LOGGERS’ RUN, INC., a Florida not-for-
profit corporation, CAMPBELL
PROPERTY MANAGEMENT AND
REAL ESTATE, INC., RONALD HARP,
and HARRY DIETZ,**

Defendants.

COMPLAINT

Plaintiffs Rabbi Naftaly Hertz, Henya Hertz, and Chabad Israeli Center, Inc. (collectively, the “Hertzs”), in the above styled cause, sue Loggers’ Run Association, Inc. (“Loggers’ Run” or the “HOA”), Campbell Management and Real Estate, Inc. (the “Management Company”), Ronald Harp (“Harp”), and Harry Dietz (“Dietz”).

NATURE OF THE CASE

1. This action arises out of a campaign by the HOA, Harp, Dietz and other members of the HOA Board of Governors (the “HOA Board”) to discriminate against the Hertzs and, more broadly, to slow the growth of Jews within the Loggers’ Run planned residential community. Defendants engaged in this campaign by hindering the efforts of the Hertzs to foster a Jewish community in the area and by retaliating against the Hertzs for exercising their rights to do the same.

2. The campaign began when the Hertzels began exploring the possibility of constructing a synagogue within Loggers' Run, which they proposed locating near multiple similarly situated churches attended by HOA board members and residents. This synagogue is essential to the growth of the Orthodox Jewish community within Loggers' Run because central tenets of that faith prohibit driving to religious services on the Sabbath and Jewish holidays. Members of the HOA Board intervened to prevent the HOA from even considering the Hertzels' proposal to construct a synagogue within the community. Although the HOA would eventually muster pretextual reasons for the rejection, individual members of the HOA and its agents were shockingly honest, explaining that the HOA "didn't want Jews" in Loggers' Run and, more recently, that a synagogue would be constructed over then-HOA Board President Harp's "dead body."

3. When the Hertzels and Jewish community of Loggers' Run pivoted to seeking election to the HOA Board, the HOA, Harp, and others responded by consistently acting to prevent their election. When the Jewish candidates arrived at the election meeting with enough proxy votes to secure seats on the HOA Board, the HOA and incumbents on the Board, including Harp, functionally cancelled the election by leaving the meeting and denying a quorum, leading the HOA's representative to declare the election postponed until the next year. In later elections, Harp and other HOA Board members whipped residents of Loggers' Run into an antisemitic frenzy by openly campaigning against electing Jews, sending letters asking residents to "read between the lines," and warning residents that the "Jews are trying to take over."

4. Unable to build a synagogue, the Hertzels purchased property near their house with the intent to house an assistant Jewish rabbi and use the house for in-home religious services for the community. The HOA and its board members quickly retaliated with a withering fusillade of citation warnings for purported rule violations that were not enforced against similarly situated

residents. The HOA also preemptively threatened the Hertzels with legal action if they hosted Jews at their house for prayer and service, and withheld approval from the Hertzels for developing the house in a manner that would facilitate hosting Chabad events and, thus, housing a Jewish rabbi. The Hertzels eventually concluded that the HOA had rendered their plans for the house practically and financially unfeasible. Less than a year after purchasing the house, the Hertzels decided to sell it.

5. Defendants backstopped their opposition to the Hertzels with a broader campaign of retaliation and selective enforcement. The HOA, the Management Company, and Dietz have repeatedly attempted to enforce trivial HOA rules against the Hertzels for purported violations that they have not enforced against similarly situated neighbors, citing the Hertzels, for example, for having unauthorized religious structures on their lawn; for the material used to maintain their driveway; and for the way the Hertzels paint their mailbox, move their trash, and mow their lawn. They have denied the Hertzels access to community spaces and resources such as community message services and participation in HOA meetings. And they have repeatedly interfered with the Hertzels' attempts to host religious gatherings at their home by calling the police during events.

6. As with their synagogue and election efforts, Defendants have been remarkably open about their motivations for oppressing the Hertzels and other Jews in the community. Norman Defusco, ("Defusco") a member of the HOA Board, described the Hertzels' attempt to use the community newsletter as a situation where "the Jews were trying to get a freebie." Dietz told the Hertzels that "they should have ended your kind in the 1930s." And Harp continued to campaign through the neighborhood warning that "the Jews are trying to take over."

7. Given the HOA's influence within the community, Defendants' antisemitic campaign against the Hertzels and Jews has unsurprisingly instigated others in the community. Other

residents of Loggers' Run have shouted antisemitic invective outside of the Hertzels home, including "heil Hitler" and that "Jews should be exterminated." The Hertzels' meeting places for their congregation have been repeatedly vandalized. The windows and religious symbols have been broken, and the outside has been spraypainted. Residents have threatened to run Jewish residents over as they play outside with their children. And residents have joined the HOA in calling the police to disrupt gatherings hosted by the Hertzels with other Jewish congregants.

8. The environment in Loggers' Run is so hostile to the Hertzels that the State of Florida awarded them a grant funding home protection, including to install security systems, cameras, impacted windows, and a gate. The HOA resisted even these measures by attempting to deny approval for the developments.

9. The HOA's campaign and these incidents have only amplified since the horrific massacre of over 1,200 people in Israel on October 7, 2023. This exacerbation tracks a global and national spike in antisemitic attacks throughout the country over the past year.

10. Like many Jews, the Hertzels are not newcomers to antisemitic hate. But Defendants' campaign against them has left them and their children afraid in their own home. Their children are afraid to play outside and fear when cars drive past their home. Their youngest daughter cannot sleep alone. The conditions in the community have rapidly deteriorated in recent months, and the Hertzels fear that the environment in Loggers' Run will continue to deteriorate in the current climate without court intervention or a change of heart by the HOA.

11. Federal and Florida civil rights law do not tolerate Defendants' brazen campaign against Plaintiffs. Their conduct is unlawful and actionable under 42 U.S.C. § 1982, the Fair Housing Act ("FHA"), 42 U.S.C. § 3601 *et seq.*, and the Florida Fair Housing Act, Fla. Stat. § 760.20 *et seq.* Plaintiffs respectfully bring suit to enforce their rights under these provisions.

JURISDICTION AND VENUE

12. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 1367, and 1343. This action arises under the laws of the United States. This Court has authority to render compensatory, punitive, declaratory, and injunctive relief in this action, including under 28 U.S.C. §§ 2201 and 2202, and 42 U.S.C. §§ 1343, 1982, 1988, and 3613.

13. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1) and 1391(b)(2). Palm Beach County is where the causes of action alleged herein accrued, where the parties reside, and where a substantial portion of the events giving rise to the claim occurred.

PARTIES

14. Plaintiff Chabad Israeli Center (“the Chabad”) is a Florida not-for-profit organization. The Chabad is dedicated to serving the Florida Jewish community through a variety of initiatives, including (but certainly not limited to) religious services and programs, education for children and adults, women’s groups, children’s programs, acclimation programs for new immigrants, translation services to assist Jewish residents with applications for assistance, cultural preservation programs, and a wide range of charity initiatives.

15. The Chabad typically meets at 11443 West Palmetto Park Road in Boca Raton, Florida 33428, a storefront within the Loggers’ Run planned community. The property is owned and managed by a third-party company. The Chabad provides regular synagogue services.

16. The Chabad was founded by Plaintiffs Rabbi Naftali Hertzell and Rebbetzin Henya Hertzell.

17. The Hertzells are ethnically Jewish and adhere to the Orthodox Jewish faith.

18. Rabbi Hertzell was born and raised in Israel and received rabbinical ordination at Beit Midrash L’Rabanut of Greater Fort Lauderdale. Rabbi Hertzell currently serves as the President

and director of the Chabad, where he ministers to the Loggers' Run community as its only local rabbi and to the Israeli community at large in Boca Raton.

19. Henya Hertzal is the wife of Rabbi Hertzal. Henya Hertzal attended Bais Chana Seminary in Tzvat, Israel and has taught Judaic Studies and Hebrew at Jewish day schools. She serves as the Vice President and co-director of the Chabad. She operates the Chabad's programs.

20. The Hertzals are residents of Loggers' Run and currently reside with their five children at 21812 Reflection Lane in Boca Raton, Florida 33428. The Hertzals have lived at this address during all times relevant to this suit.

21. From July 2021 to April 2024, the Chabad owned the property and land at 21813 Reflection Lane, Boca Raton, Florida 33428, which is also within the Loggers' Run community.

22. Defendant Loggers' Run is a Florida not-for-profit corporation with its principal place of business in Palm Beach County, Florida. It is the homeowners' association, as defined in Fla. Stat. § 720.301, responsible for the operation of the Loggers' Run community.

23. Defendant Loggers' Run has authority to regulate various aspects of the Loggers' Run community, including to regulate a broad array of decisions regarding how property owners in the community engage in home improvement, maintenance, land use, and other decisions related to their property. The HOA likewise governs the use, improvement, and maintenance of common areas within the community and controls a wide range of community services and resources, including a messaging service. The HOA has authority to enforce its rules by levying fines, pursuing legal action, and taking other adverse actions against residents in Loggers' Run. The HOA also directs community events and engagement through a variety of initiatives and programs.

24. Agreeing to adhere to the HOA's rules and receiving the right to enjoy the benefits of the HOA are terms of the sale and use of property in Loggers' Run.

25. Defendant Campbell Property Management and Real Estate, Inc. is a Florida corporation that conducts business in Palm Beach County, Florida. The Management Company is contracted by the HOA to manage Loggers' Run.

26. Defendant Ronald Harp is the current Vice President and former President of the Board of Governors of the HOA. In these capacities, Harp had authority over HOA rule enforcement and board operations.

27. Defendant Harry Dietz is a member of the HOA's Board of Governors and was previously employed by the Management Company as assistant manager in the Logger's Run Community. In these capacities as a Board member, Management Company agent and employee, Dietz had authority over HOA rule enforcement and board operations and acted in the course of his employment.

28. Harp, Dietz, and the other board members of the HOA are influential members of the community by virtue of their position with the HOA.

FACTUAL ALLEGATIONS

The Synagogue Proposal

29. The Hertzels provide the only religious services for Orthodox Jews in a six-mile radius in West Boca Raton, Florida. For the Orthodox Jewish community, walkable proximity to a synagogue is essential, as their sincerely held religious beliefs prevent them from driving to religious services on the Sabbath and Jewish holidays.

30. The congregation has met for Chabad services and for other religious events and gatherings at the Hertzels' home and at a nearby storefront. The size of these venues has limited and continues to limit the congregation and inhibits proper practice of religious services.

31. To establish an appropriate location to worship and live within the community as Jews, the Hertzels and other members of the Chabad wished to build a dedicated synagogue building to

serve the Jewish community in Loggers' Run. In 2012, the Hertzels began developing preliminary designs and plans to build a synagogue at 21995 Judge Winikoff RD, Boca Raton, Florida 33428 (the "Synagogue Land") based on discussions with some current members of the HOA Board.

32. The Hertzels began meeting with current and former board members about what steps would be necessary to acquire land for the synagogue.

33. The Hertzels met with Rodni Smith ("Smith"), a former HOA President. Smith expressed receptiveness to their proposal to acquire land for a synagogue and gave guidance on how to prepare a formal proposal.

34. The Hertzels also spoke about establishing a synagogue with Robert Storch, Richard Green, Norman Defusco, and Robert Lawrence, then members or former officers of the HOA Board. Each provided guidance to the Hertzels regarding how best to develop the proposal.

35. These HOA board members asked the Hertzels to develop a proposal detailing the plans for the Synagogue Land to present to the HOA Board.

36. The HOA board members explained that they could not sell the land without a full HOA-membership vote, but they could transfer the land without a vote either as a long-term lease or as a gift. To enable such a trade, the HOA board members asked the Hertzels to incorporate in their plan a community center for broader use by the HOA, including a center for disabled children. The Chabad would pay to construct the additional buildings, which would then be available for the full community's use.

37. Plaintiffs engaged in the painstaking process of preparing a viable proposal that aligned with the HOA board members' guidance. By 2015, the Hertzels had prepared a second iteration of the proposal, which included the synagogue and additional buildings that the Chabad would not use but was willing to build to benefit the HOA community. Plaintiffs proposed acquiring the

Synagogue Land, which is a short walk from the House and many other Jewish residents and within HOA property. The land is also located near churches in Loggers' Run where sizable Christian congregations meet weekly. A meeting place for Orthodox Jews presents no unique issue compared to these and other houses of worship.

38. The HOA Board never considered the Hertzels' proposal. In order for the proposal to receive a vote, HOA rules required a board member to make a motion to raise the proposal and seek a second to place it on the meeting agenda for a vote. During one meeting, Henya requested that a member formally make a motion, but, to Henya's surprise, the board members would not.

39. Instead, the Hertzels' formal proposal to build a synagogue triggered a decline in their relationship with the HOA that has since devolved into ongoing, open antisemitism and discrimination.

40. Following the refusal to consider the proposal, the Hertzels requested a meeting with Loggers' Run's attorney Louis Caplan and members of the HOA Board. During that meeting, Caplan explained to the Hertzels that the HOA Board "didn't want Jews" in Loggers' Run.

41. In 2018, the Hertzels attempted once again to build a synagogue by submitting a confidential Letter of Interest to purchase the land. The HOA ignored the proposal.

42. The HOA pretextually backfilled its refusal to even consider a synagogue as based on the HOA's Declaration of Covenants, which ostensibly precluded the development of a synagogue. The Declaration precludes development of commercial areas in Loggers' Run and includes churches within its definition of "commercial area."

43. Multiple church buildings exist on property within the HOA. Board members of the HOA attend these Churches.

44. No synagogue buildings exist within Loggers' Run.

45. The Declaration of Covenants mandates that the HOA “will conform to and observe all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County and any and all other governmental and public authorities and boards or officers of the same related to such Committed Property, any improvements thereon, or the use and the same thereof.”

46. Harp approached Henya in October 2023, and when Henya mentioned the possibility of building a synagogue, he said the Hertzels would “never” have a synagogue in Loggers’ Run, and, if they did, it would be “over his dead body.”

47. In 2024, the HOA maintained its pretextual excuse regarding the synagogue in response to inquiries from the Hertzels, stating that the Declaration precluded the construction of a synagogue.

The HOA Elections

48. When it became clear that the HOA Board intended to continue to block the Hertzels and the Chabad from access to land for a synagogue, the Chabad members focused their efforts on running for the HOA Board. Defendants consistently prevented them from campaigning and seeking election on equal terms.

49. Several Chabad members decided to run for the HOA Board in the February 2017 board election. The Chabad candidates had enough support at the election meeting to win election onto the HOA Board.

50. When it became apparent that Chabad members had enough votes to join the board, Defendants and other HOA board members walked out of the meeting to deny a quorum. Some members who had not yet arrived to the meeting declined to attend.

51. Because many of the members who left represent all the proxy votes in their gated communities, their decision to leave was dispositive in denying a quorum under HOA rules

requiring representation from various neighborhoods. There was a motion to adjourn to a later date, but the vote failed.

52. Since the HOA Board never adjourned to a later date and because there was no quorum, no annual meeting and election took place. This resulted in holding over the existing HOA Board membership until the next annual meeting and election.

53. During the 2018 election, Harp campaigned specifically against the election of Jews, using HOA resources to generate opposition among Loggers' Run residents. In his position as HOA President, Harp used the HOA email list to encourage HOA residents not to vote for the Jewish candidates. Defendants denied requests by Chabad candidates to access that email list to promote their candidacy.

54. In 2019, before the list of candidates was publicly announced, an anonymous letter was delivered to the HOA community urging voters to oppose the Chabad candidates by name. The letter asked: "IS IT A COINCIDENCE THAT SINCE OUR BOARD OF GOVERNORS DECLINED ICC SYNAGOGUE'S PROPOSAL THAT THEY ARE NOW ATTEMPTING TO GAIN 5 SEATS ON OUR BOARD?" The letter urged that residents "NEED TO VOTE AND RE-ELECT OUR CURRENT BOARD MEMBERS." Ex. A.

55. On information and belief, a member of the HOA Board sent this message to the community. At the time the letter was sent, the list of candidates was not publicized and was known only by members of the HOA Board, Dietz, and Bob Bernhardt (employed by the Management Company as property manager).

56. Likewise, in the lead-up to the 2023 election, Harp went door-to-door to neighbors urging them to vote against the Chabad candidates in the preliminary gated community election. He campaigned saying that the "Jews are trying to take over" and to not vote for them.

57. Another anonymous letter was sent to Loggers' Run residents before the election saying that "IF YOU CAN 'READ BETWEEN THE LINES' YOU CAN SEE HOW CRITICAL YOUR VOTE IS TO RETAIN OUR CURRENT BOARD AND PREVENT A HOA BOARD 'TAKEOVER.'" Ex. B.

58. During the same HOA campaign, Ron Harp continued to encourage residents of Loggers' Run to not vote for Jewish candidates. While the Hertzels' youngest daughter and her friend, the daughter of another Chabad leader, were collecting signatures for the Jewish candidates, one of Harp's neighbors screamed at them, calling the young children "dirty Jew[s]."

59. Due to the HOA's interference and antisemitic invective, the Chabad candidates were unsuccessful in their attempts to run again in 2017, 2018, 2019, and 2023.

The Chabad House

60. Stonewalled by the HOA's refusal to consider a synagogue and its antisemitic campaign to prevent their participation on the HOA, the Hertzels purchased the Chabad House as an alternative location to serve the community.

61. The Hertzels planned for an assistant rabbi to live in the Chabad House and minister to Jews in Loggers' Run.

62. The Hertzels also planned to use the Chabad House as a location for the congregation to worship and meet.

63. They did not anticipate any issues with these uses of the Chabad House, as an immediately adjacent neighbor uses his home to host weekly Christian services and studies.

64. Within a week of the sale of the Chabad House, the Hertzels received a notice from the HOA that the house was in violation of HOA rules regarding house paint and that they would need to repaint it.

65. The Hertzels sent a letter to certain members of the community to fundraise for the Chabad. The letter explained the group, its purpose, and examples of its programming.

66. Shortly after sending the letter, the Hertzels and Chabad received a letter from counsel for the HOA stating that the use of the Chabad House for religious events was purportedly an anticipatory breach of various Loggers' Run HOA rules. The letter threatened legal action against the Hertzels if they used the Chabad House as planned. Ex. C.

67. After the Hertzels concluded that the Chabad had the right to host private services in the Chabad House, they sought approval from the HOA to enlarge the driveway, which would help prevent vehicular traffic from obstructing roadways, and to add a patio to the house, which would help attract an assistant rabbi.

68. For varying and pretextual reasons, such as failing to meet the HOA's driveway measurement requirements or standards for structures at the home by one inch or using a slight variation of approved driveway material, that have not been enforced against similarly situated residents, the HOA denied the Hertzels' repeated requests to update the driveway and patio over the next several months. The Hertzels eventually ceased attempting to build a patio and focused on obtaining HOA approval for the driveway.

69. The Hertzels and Chabad were forced to divert resources into seeking legal counsel and eventually sent the HOA notice that they planned to file a lawsuit over the unwarranted denials of their applications regarding the driveways.

70. The HOA finally granted approval to the Hertzels after months of applications, which led the Hertzels to construct the driveway according to the specifications in the (approved) application. The Hertzels did not end up filing the lawsuit.

71. Having induced the Hertzels to alter the driveway, the HOA then began sending the Hertzels notices that their new driveway violated HOA regulations because it extended to the left side of the garage further than permitted and for other pretextual reasons.

72. When the Hertzels inquired about the HOA's selective enforcement of their property when similar rules had not been enforced against their neighbors, Dietz informed the Hertzels that the HOA was focused on them.

73. During one interaction with Dietz, the Hertzels and Dietz argued about the driveway in front of the Hertzels' Home. Shockingly, Dietz told Rabbi Hertzels that "they should have ended your kind in the 1930s."

74. The Hertzels ultimately determined that fighting the HOA and its members to enjoy their right to host the Chabad and house a Jewish Rabbi at the Chabad House would be cost prohibitive and, as a practical matter, unlikely to succeed. They decided to sell the Chabad House less than a year after purchasing it.

75. At the time they listed the house, the HOA had still not approved the driveway. The HOA ignored the Hertzels for weeks as their counsel attempted to contact the HOA to resolve any issues with the driveway.

76. The Hertzels received an offer from a Jewish buyer shortly after listing their home. The HOA still refused to engage with the Hertzels in good faith to approve the driveway despite increasingly frantic requests from the Hertzels' counsel. The buyer ultimately withdrew because of the outstanding problems with HOA approval.

77. The HOA approved the driveway only after the Hertzels' counsel informed the HOA that a lawsuit would be filed within the next 24 hours.

78. The Hertzels removed the listing and rented the Chabad House to a tenant before ultimately selling the house for more than \$200,000 less than the initial offer they had received.

79. In lieu of using the Chabad House, the Chabad has been relegated to continuing to rent a storefront for their meetings at considerable expense to the Chabad. The Chabad has been forced to close the Hebrew School it operated due to a lack of space and resources.

Defendants' Antisemitic Retaliation Campaign and Hostile Environment

80. Alongside their stonewalling of the Chabad's election campaigns, synagogue, and attempts to use (and sell) the Chabad House, Defendants began to persecute the Hertzels and other Orthodox Jews by taking formal actions to harass them in and around their own home.

81. Despite not issuing violation notices to the Hertzels prior to their synagogue proposal, the HOA began sending a series of violation notices to the Hertzels for purported violations without citing similarly situated neighbors for materially identical violations.

82. Defendants cited the Hertzels about the types of materials used on a driveway, even though the houses around them in the neighborhood use a wide variety of building materials and colors in their driveways without penalty by the HOA.

83. Defendants sent the Hertzels a notice about an unauthorized structure in their lawn when they put up a Sukkot for a religious event, but, during this time, the HOA did not cite the Hertzels' immediate neighbors for having an unauthorized chicken coop in their yard.

84. Defendants cited the Hertzels for the material used to maintain their driveway, when neighbors across the community have used a variety of materials to build their driveway without any HOA interference.

85. Defendants sent notices about the way the Hertzels paint their mailbox, move their trash, clean their driveway, mow their lawn and fix their gate while ignoring similar violations by similarly situated residents.

86. Despite HOA rules allowing residents to worship in private homes, the HOA and its members have repeatedly cited the Hertzels with violations when they host religious gatherings at their home. Similarly situated neighbors and other residents of Loggers' Run host materially identical Christian meetings in their homes on a weekly basis without citation. Indeed, a local Christian church meets regularly in a home directly beside the Hertzels.

87. In addition to formal citations and denials, Plaintiffs are subject to continuous surveillance and questioning of the enforcement division.

88. When Henya approached Dietz to inquire about the citations and approval issues and point out that the HOA was failing to enforce its rules against similar violations by similarly situated residents, Dietz told Henya that the HOA was focused on the Hertzels.

89. The HOA and its members have also denied the Hertzels use and enjoyment of community property and resources in the neighborhood. The HOA and Harp have regularly refused to let Henya participate in HOA meetings on equal terms with other residents.

90. For example, in 2023, when the Hertzels tried to place an article in the HOA newsletter re-introducing themselves to their neighbors to reduce tensions against Jews in the neighborhood—an amenity that is typically free to dues-paying residents—Defendants rejected the article. When Henya spoke to the HOA Board about it, Defusco said that the “Jews were trying to get a freebie.” The Hertzels eventually were forced to publish their message as a paid advertisement.

91. Despite previously publishing notices from the Hertzels and Chabad about the Chabad's annual Chanukah parade and lighting, the Management Company and HOA refused to do so in 2023, explicitly stating that it would not do so because the event was religious in nature.

92. Defendants have amplified their harassment and retaliation against the Hertzels both by actively encouraging others to engage in hostile behavior within the HOA community and by declining to stop other abuse against Orthodox Jews residing in the neighborhood.

93. For several years and in particular since the October 7, 2023 attack in Israel, Loggers' Run residents have harassed the Hertzels with antisemitic invective, including, for example, shouting outside their home, "heil Hitler," "the Jews think they can do whatever they want," and that "Jews should be exterminated."

94. The Chabad's property has been vandalized multiple times. Vandals have broken windows at the storefront, spraypainted the building, and broken the Chabad's Hanukkah menorah and a mezuzah.

95. Residents have threatened to run Jewish residents over as they play outside with their children, including the parking area in front of the Chabad's rented storefront location.

96. During a recent visit to the Hertzels' home by guests from the Israeli consulate, a resident flew a drone over the building. Guests had to evacuate the home and premises because of the risk that the drone was a bomb.

97. Neighbors have joined HOA board members in calling police on the Hertzels when they host large gatherings with other congregants at their Home for religious services and holidays. Defendants have coordinated with residents to amplify the harassing effect of HOA complaints, for example by scheduling meetings to address purported complaints by residents against the Hertzels during Jewish religious obligations to ensure that no Jews from the Chabad could attend.

98. As a result of the distressing conduct and antisemitic harassment, the Hertzels are afraid for their safety in their own home and have been ostracized from the broader Loggers' Run community.

99. The Hertzels' children are afraid to play outside and fear when cars drive past their home. Their youngest daughter has been confronted by other children in the neighborhood, and she now suffers from anxiety. She cannot sleep alone and is especially afraid when Rabbi Hertzel leaves to travel.

100. The Florida Division of Emergency Management issued a security grant to the Hertzels to protect their home by installing a security system, cameras, impacted windows, and a gate around the property. Ex. D. The security grant also included funds for the Hertzels to hire a security guard for the Chabad events that they host at the home.

Pre-Litigation Proceedings

101. All conditions precedent to this action have been satisfied or waived. On December 14, 2023, the Hertzels, through counsel, sent a letter to the HOA demanding a substantive response and inviting the HOA and its members to engage in mediation, citing Fla. Stat. § 720.311.

102. On December 29, 2023, counsel for the HOA responded that it intended to provide a substantive response and agreed to participate in pre-suit mediation. The HOA requested a more detailed mediation request. Ex. E.

103. On January 4, 2024, the Hertzels responded with a letter proposing five mediators and providing further information on each. Ex. F.

104. The HOA accepted one of the Hertzels' proposed mediators. It never provided a substantive response to the Hertzels' demand letter.

105. The parties conducted a pre-suit mediation on April 15, 2024. Several members of the HOA Board, including Harp, and a representative of the Management Company were present. No settlement was reached.

COUNT I — 42 U.S.C. § 1982
(Deprivation of Property Rights)

106. Plaintiffs restate and re-allege paragraphs 1–11 and 14–105 as though fully set forth herein.

107. 42 U.S.C. § 1982 guarantees that “[a]ll citizens of the United States shall have the same right, in every State and Territory ... to inherit, purchase, lease, sell, hold, and convey real and personal property.” This provision broadly prohibits discrimination in the use and enjoyment of property rights, including community resources and benefits. It extends to discrimination against Jews.

108. Defendants intended to subject the Hertzels and the Chabad to racial discrimination based on their Jewish race. As detailed, they exemplified this animus both through direct statements regarding their discriminatory intent and through selective and unfavorable treatment of the Hertzels. When the Hertzels sought election to the HOA Board to protect their property interests, Harp and other Board members whipped residents of Loggers’ Run into an antisemitic frenzy by openly campaigning against electing Jews, sending letters asking residents to “read between the lines,” and warning residents that the “Jews are trying to take over.” The HOA Board made clear that they “did not want religious Jews” there. When the Hertzels simply wanted to renovate the Chabad House to make it more usable housing for an assistant rabbi and conducive to religious worship, the HOA immediately sprang into action to prevent the Hertzels from doing so. Dietz told the Hertzels that the HOA was only looking at them and harkened to Nazi Germany.

109. Defendants’ racial discrimination against the Hertzels and the Chabad Organization was intended to and has interfered with the rights and benefits connected to Plaintiffs’ ownership and use of property and property rights. They have prevented the Hertzels and the Chabad from enjoying community facilities, resources, and services on equal terms with non-Jewish residents

and owners; equal use of the HOA's governance structure and resources; and the use, enjoyment, and development of property they own free from interference from Defendants.

110. The Management Company is responsible for the actions of its agents in furtherance of this violation, including the actions of Dietz.

111. The Hertzels and Chabad have been severely injured by Defendants' intentional and invidious discrimination.

**COUNT II— Fair Housing Act (“FHA”)
(Disparate Treatment)**

112. Plaintiffs restate and re-allege paragraphs 1–11 and 14–105 as though fully set forth herein.

113. The FHA makes it unlawful to “discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race” or “religion.” 42 U.S.C. § 3604(b). This provision extends to actions “[l]imiting the use of privileges, services or facilities associated with a dwelling because of race” or “religion.” 24 C.F.R. § 100.65(b)(4). It also protects against discrimination related to the use and enjoyment of housing and residential resources, including HOA governance, which is a term and condition of property sale and use.

114. Residences in Loggers' Run are purchased subject to the condition that the HOA has authority to enact rules and make land use decisions that restrict their rights. Residing in Loggers' Run provides privileges to use common spaces and services operated and provided by the HOA.

115. Defendants, acting in their official and individual capacities, denied the Hertzels and Chabad equal use of the services provided to residents and owners of Loggers' Run by selectively enforcing rules, selectively withholding approval for home improvements, denying them equal use

of common areas and resources as their neighbors, and denying them quiet use and enjoyment of their property free from harassment and surveillance.

116. The HOA also explicitly discriminates against Plaintiffs on the basis of religion through its policies refusing to publicize or support events or uses of property that are religious in nature.

117. Defendants subjected the Hertzels and the Chabad to this discrimination on the basis of ethnicity and religion in violation of the FHA. As detailed above, they exemplified this animus both through direct statements regarding their discriminatory intent and through their selective and unfavorable treatment that similarly situated residents did not experience.

118. The Management Company is responsible for the actions of its agents in furtherance of this violation, including the actions of Dietz.

119. The Hertzels and Chabad have been severely injured by Defendants' intentional and invidious discrimination.

**COUNT III— Fair Housing Act (“FHA”)
(Hostile Housing Environment)**

120. Plaintiffs restate and re-allege paragraphs 1–11, 14–28, 48–59, and 80–100, as though fully set forth herein.

121. The Fair Housing Act prevents discrimination in housing that creates a hostile housing environment, including discrimination by homeowners' associations. *See Fox v. Gaines*, 4 F.4th 1293, 1296–97 & n.6 (11th Cir. 2021); 24 C.F.R. § 100.600.

122. The Hertzels and Chabad have suffered an extended hostile housing environment that involves a breathtaking array of harassment that includes slurs, threats, vandalism, refusal to allow entry to meetings, calls to police during religious gatherings, and the campaign of selective enforcement and approval. This harassment has been severe, pervasive, and sustained, subjecting the Hertzels and Chabad to a hostile environment in their community of fifteen years.

123. As discussed above, Defendants have intentionally fostered a hostile housing environment through their own ongoing harassment against the Hertzels and Chabad because of their Jewish ethnicity and Orthodox Jewish faith. Defendants have also at varying times coordinated with, encouraged, and motivated harassment by other Loggers' Run residents against the Hertzels and the Chabad on the basis of race and religion. Defendants have likewise taken actions to prevent the Hertzels from mitigating tensions within the community and have failed to take actions within their authority to prevent further harassment.

124. The Management Company is responsible for the actions of its agents in furtherance of this violation, including the actions of Dietz.

125. This harassment has been severe, pervasive, and sustained. It has altered the terms and conditions of housing and created a discriminatorily abusive housing environment for the Hertzels and the Chabad, who have been severely damaged by the environment.

**COUNT IV— Fair Housing Act (“FHA”)
(Interference and Retaliation)**

126. Plaintiffs restate and re-allege paragraphs 1–11 and 14–105 as though fully set forth herein.

127. The FHA makes it “unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section ... 3604.” 42 U.S.C. § 3617. This provision extends to interference “with persons in their enjoyment of a dwelling because of race.” 24 C.F.R. § 100.400(c)(2).

128. Defendants' discrimination against the Hertzels because of their Jewish ethnicity and their Orthodox Jewish faith has interfered with Plaintiffs' enjoyment of their home and the Chabad

House. The Hetzels' everyday tasks and religious practices are now severely inhibited by both the actual harassment they endure and also the fear of another potential HOA citation or informal harassment by Defendants or neighbors.

129. Defendants' discrimination and retaliation has interfered with both the Hertzels' and Chabad Organization's efforts to expand the Jewish community in Loggers' Run and facilitate the free exercise of Orthodox Judaism in the community. The denial of approvals to alter the Chabad House to serve the Chabad precluded a new Jewish rabbi from inhabiting the Chabad House. And because of the limited capacity of the Chabad's existing spaces, it also has discouraged other Jews from moving to Loggers' Run due to the lack of availability of services. The discrimination also subsequently interfered with the Chabad Organization's ability to sell the home to a Jewish buyer as outstanding fines precluded closing on a written offer for sale.

130. Defendants interfered with Plaintiffs' property rights due to their discriminatory animus against Jews and adherents of Orthodox Judaism and in retaliation against Plaintiffs for exercising their property rights to petition for a synagogue, to improve their property, to encourage Jews to move into the community, and to use and enjoy their property and homes in Loggers' Run.

131. The Management Company is responsible for the actions of its agents in furtherance of this violation, including the actions of Dietz.

**COUNT V— Florida Fair Housing Act (“FFHA”)
(Disparate Treatment)**

132. Plaintiffs restate and re-allege paragraphs 1–11 and 14–105 as though fully set forth herein.

133. The FFHA makes it “unlawful to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race,” or “religion.” Fla. Stat. § 760.23(2).

134. Residences in Loggers' Run are purchased subject to the condition that the HOA has authority to enact rules and make land use decisions that restrict their rights. The HOA's governance is thus a term or condition of property in Loggers' Run.

135. The HOA, as well as Harp and Dietz acting in their official and individual capacities, denied the Hertzels and Chabad equal use of the services provided to residents and owners of Loggers' Run by selectively enforcing rules, selectively withholding approval for home improvements, denying them equal use of common areas and resources as their neighbors, and denying them quiet use and enjoyment of their property free from harassment and surveillance.

136. The HOA also explicitly discriminates against Plaintiffs on the basis of religion through its policies refusing to publicize or support events or uses of property that are religious in nature.

137. Defendants subjected the Hertzels and the Chabad to this discrimination on the basis of ethnicity and religion in violation of the FFHA. As detailed above, they exemplified this animus both through direct statements regarding their discriminatory intent and through their selective and unfavorable treatment that similarly situated residents did not experience.

138. The Management Company is responsible for the actions of its agents in furtherance of this violation, including the actions of Dietz.

139. The Hertzels and Chabad have been severely injured by Defendants' intentional and invidious discrimination.

**COUNT VI— Florida Fair Housing Act (“FFHA”)
(Hostile Housing Environment)**

140. Plaintiffs restate and re-allege paragraphs 1–11, 14–28, 48–59, and 80–105, as though fully set forth herein.

141. The FFHA prevents discrimination in housing that creates a hostile housing environment, including discrimination by homeowners' associations.

142. The Hertzels and Chabad have suffered an extended hostile housing environment that involves a breathtaking array of harassment that includes slurs, threats, vandalism, refusal to allow entry to meetings, calls to police during religious gatherings, and the campaign of selective enforcement and approval. This harassment has been severe, pervasive, and sustained, subjecting the Hertzels and Chabad to a hostile environment in their community of fifteen years.

143. As discussed above, Defendants have intentionally fostered a hostile housing environment through their own ongoing harassment against the Hertzels and Chabad because of their Jewish ethnicity and Orthodox Jewish faith. Defendants have also at varying times coordinated with, encouraged, and motivated the actions of other Loggers' Run residents harassing the Hertzels and the Chabad on the basis of race and religion. Defendants have likewise taken actions to prevent the Hertzels from mitigating tensions within the community and have failed to take actions within their authority to prevent further harassment.

144. This harassment has been severe, pervasive, and sustained. It has altered the terms and conditions of housing and created a discriminatorily abusive housing environment for the Hertzels and the Chabad, who have been severely damaged by the environment.

145. The Management Company is responsible for the actions of its agents in furtherance of this violation, including the actions of Dietz.

**COUNT VII— Florida Fair Housing Act (“FFHA”)
(Land Use and Permitting Discrimination)**

146. Plaintiffs restate and re-allege paragraphs 1–11, 29–47, 60–89, and 100–105, as though fully set forth herein.

147. The FFHA makes it “unlawful to discriminate in land use decisions or in the permitting of development based on race” or “religion.” Fla. Stat. § 760.26.

148. The HOA has discriminated against the Hertzels in its land use and development decisions related to the Synagogue Property and Chabad House based on the Hertzels' Jewish ethnicity and Orthodox Jewish faith, and the Chabad's organizational mission to assist Jew and adherents of the Jewish faith.

149. The HOA has engaged in a continuing campaign to prevent the Hertzels from using land within Loggers' Run to establish a synagogue to serve the Orthodox Jewish community of Loggers' Run.

150. The HOA discriminated against the Hertzels and Chabad on the basis of religion and race in denying the Hertzels' requests to improve the Chabad House so that the property was suitable to house a rabbi and host religious gatherings, all while allowing others in the community to host religious gatherings in their homes on a weekly basis.

151. The HOA discriminated against the Hertzels and Chabad on the basis of religion and race in denying the Hertzels' requests to improve their own property and in using their property for uses allowed by their neighbors.

152. By discriminatorily precluding development of the synagogue and limiting the Hertzels' ability to use and develop their own land, the HOA has violated this provision.

153. The Management Company is responsible for the actions of its agents in furtherance of this violation, including the actions of Dietz.

**COUNT VIII— Florida Fair Housing Act (“FFHA”)
(Interference and Retaliation)**

154. Plaintiffs restate and re-allege paragraphs 1–11 and 14–105 as though fully set forth herein.

155. The FFHA makes it “unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise of, or on account of her or his having exercised, or on account of her or his

having aided or encouraged any other person in the exercise of any right granted under” certain sections of the Florida Fair Housing Act.

156. Defendants’ discrimination against the Hertzels because of their Jewish ethnicity and their Orthodox Jewish faith has interfered with Plaintiffs’ enjoyment of their home and the Chabad House. The Hertzels’ everyday tasks and religious practices are now severely inhibited by both the actual harassment they endure and also the fear of another potential HOA citation or informal harassment by Defendants or neighbors.

157. Defendants’ discrimination and retaliation has interfered with both the Hertzels’ and Chabad Organization’s efforts to expand the Jewish community in Loggers’ Run and facilitate the free exercise of Orthodox Judaism in the community. The denial of approvals to alter the Chabad House to serve the Chabad precluded a new Jewish rabbi from inhabiting the Chabad House. And because of the limited capacity of the Chabad’s existing spaces, it also has discouraged other Jews from moving to Loggers’ Run due to the lack of availability of services. The discrimination also subsequently interfered with the Chabad Organization’s ability to sell the home to a Jewish buyer as outstanding fines precluded closing on a written offer for sale.

158. Defendants interfered with Plaintiffs’ property rights due to their discriminatory animus against Jews and adherents of Orthodox Judaism and in retaliation against Plaintiffs for exercising their property rights to petition for a synagogue, to improve their property, to encourage Jews to move into the community, and to use and enjoy their property and homes in Loggers’ Run.

159. The Management Company is responsible for the actions of its agents in furtherance of this violation, including the actions of Dietz.

PRAYER FOR RELIEF

WHEREFORE, the Hertzels and Chabad respectfully request that the Court:

- A. Declare that the HOA, the Management Company, Harp, and Dietz discriminated against Plaintiffs on the basis of race and religion in violation of Plaintiffs' civil rights under 42 U.S.C. § 1982, the Fair Housing Act, and the Florida Fair Housing Act;
- B. Declare that the HOA, the Management Company, Harp, and Dietz breached their obligations under the Declaration of Covenants to adhere to federal and state laws;
- C. Declare that, due to both the facially discriminatory nature of the provisions and the presence of religious buildings on HOA property, that any provisions in the Declaration of Covenants violate 42 U.S.C. § 1982, the Fair Housing Act, and the Florida Fair Housing Act are unenforceable to the extent they are cited to justify the categorical denial of the construction of a synagogue on Loggers' Run land;
- D. Issue a permanent injunction prohibiting Defendants from unlawfully interfering with the Chabad's or Hertzels' use or enjoyment of their property rights on the basis of race or religion;
- E. Issue a permanent injunction prohibiting Defendants from enforcing any blanket policy that discriminates against religion by excluding events, groups, or proposals from consideration on the basis of religion;
- F. Award Plaintiffs compensatory damages in an amount to be proven at trial for Defendants' actions;
- G. Award Plaintiffs punitive damages in an amount to be determined at trial for Defendants' actions;
- H. Award Plaintiffs the costs of this action and reasonable attorney's fees; and

I. Award such other and further relief as it may deem just and proper.

JURY DEMAND

Plaintiffs demand trial by jury.

Dated May 17, 2024

Respectfully submitted,

John C. Brinkerhoff Jr. (*pro hac* forthcoming)
JONES DAY
51 Louisiana Avenue, N.W.
Washington, DC 20001-2113

Jason Gonzalez ()
Bob Minchin ()
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215 South Monroe Street, Suite 320
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/s/ Eliot Pedrosa
Eliot Pedrosa ()
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David J. Hacker (*pro hac* forthcoming)
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1331 Pennsylvania Avenue, N.W., Suite 1410
Washington, DC 20004
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Counsel for Plaintiffs

EXHIBIT A

ALERT TO LOGGERS' RUN RESIDENTS

If you were not aware, in the October HOA Meeting our Board of Governors (BOG) received a proposal from ICC Synagogue, Inc. located in the Shoppes of Loggers' Run pertaining to Heritage Park, the undeveloped 14 acre property across from Walgreens and Publix.

The proposal was for Loggers' Run to "give" the ICC Synagogue our 14 acre Heritage Park. In exchange, they would construct 3 buildings on the property. A 15,000 sq ft. Clubhouse for Loggers' Run, a 16,500 sq ft. ICC Synagogue and a 40,000 sq ft. ICCS Special Needs Center.

- Heritage Park is currently valued between 7 - 8 million dollars. The cost of the proposed Clubhouse would be about \$2 million. Loggers' Run (we) would lose at least \$5 million.
- Loggers' Run would be responsible for operating and maintaining the proposed Clubhouse. This is a huge expense. Our quarterly HOA dues would increase dramatically.
- In ICCS's words, "within 3 years, the complex is forecasted to serve up to 1,000 people." This additional traffic around Loggers' Run Middle School, Publix and The Shoppes of Loggers' Run would make this area even more congested and dangerous.

THE PROPOSAL WAS UNANIMOUSLY DECLINED BY OUR BOARD OF GOVERNORS.

The Annual Meeting for the Election of Board of Governors is on February 25th. The Board of Governors has a total of 16 members. There are SEVEN positions/seats up for election.

- Menachem Krinsky was the individual that presented the ICCS/Heritage Park proposal to our BOG. He has now submitted the names of FIVE persons that are now running for the 7 available BOG positions. They are: Menachem Krinski, Henya Hertzal, Sharon Malka, Tal Shani & Marc Rosen.

IS IT A COINCIDENCE THAT SINCE OUR BOARD OF GOVERNORS DECLINED ICC SYNAGOGUE'S PROPOSAL THAT THEY ARE NOW ATTEMPTING TO GAIN 5 SEATS ON OUR BOARD???

IF YOU DON'T WANT to see our natural and grassy Heritage Park "given away" for construction and more congestion YOU NEED TO VOTE and RE-ELECT OUR CURRENT BOARD MEMBERS. They are: Dino Dentale, Carol Himes, Maria Matthews, Ellen Winikoff, Richard Zapulla & Jerrold Zipperstein.

ALSO, DO NOT SIGN OVER YOUR PROXY TO ANYONE KNOCKING ON YOUR DOOR THAT YOU DON'T KNOW. EITHER COME TO THE MEETING ON FEB. 25TH OR MAIL IN YOUR PROXY VOTE IN THE ENVELOPE THAT WILL BE INCLUDED WITH THE ELECTION INFORMATION THAT YOU WILL RECEIVE IN NEXT WEEKS MAIL.

Thank you,
Concerned LR resident (I am not a board member)

EXHIBIT B

LOGGERS' RUN BOARD OF GOVERNORS ELECTION

The annual elections for our Loggers' Run Board of Governors (BOG) will be held at the February HOA meeting. In reviewing my voting package for the election, I have serious concerns that I want to share with you, my neighbors. We have 15 candidates running for 7 positions.

7 CURRENT BOARD MEMBERS

DINO DENTALE
CAROL HIMES
DONNA GREENBERG
MARIA MATTHEWS
PHILIP RATNER
ELLEN WINIKOFF
RICHARD ZAPPULLA

8 "NEW" CANDIDATES SEEKING HOA SEAT

Yael Benaruya
TZOOK BAR NOY
ARON YEFRAIMOV
GOLDA SHAUL
MENDY KRINSKY
LEEOR COHEN
MICHAEL NAGAR
ALLEN PIHA

FACT: IN THE OCTOBER 2018, THE ICC SYNAGOGUE, INC. LOCATED IN THE SHOPPES OF LOGGERS RUN PRESENTED A PROPOSAL TO OUR LOGGERS' RUN BOG TO "GIVE" THE ICC SYNAGOGUE OUR 14 ACRE GREEN SPACE PROPERTY ACROSS FROM PUBLIX AND WALGREENS. THEY WOULD BUILD A 15,000 SQ FT CLUBHOUSE FOR LOGGERS' RUN, A 16,500 SQ FT ICC SYNAGOGUE FOR 3,500 MEMBERS AND A 40,000 SQ FT ICCS SPECIAL NEEDS CENTER ON THE PROPERTY. 15,000 FT FOR US 56,500 FT FOR THE ICCS. THE PROPOSAL WAS DECLINED BY OUR BOARD OF GOVERNORS.

FACT: 3 MONTHS LATER, IN FEB 2019, 5 ICCS SYNAGOGUE CANDIDATES RAN FOR THE 7 HOA/BOG POSITIONS AFTER VIGOROUS CAMPAIGNING, NONE WERE ELECTED.

FACT: IN THE FALL OF 2021, THE ICC SYNAGOGUE ANNOUNCED ON THEIR WEBSITE THAT THEY HAD PURCHASED A HOME IN WINDING LAKES II AND SAID THE HOME WOULD BE CONVERTED IN TO A FACILITY FOR RELIGIOUS SERVICES AND CEROMONIES. MANY CONCERNED WINDING LAKES II RESIDENTS LOUDLY VOICED THEIR OPPOSITION AT THE HOA/BOG MEETINGS THAT FOLLOWED. THE USAGE CHANGE WAS IN VIOLATION OF OUR RULES AND REGULATIONS AND WAS STOPPED BY OUR BOARD OF GOVERNORS.

FACT: THERE ARE NOW 8 "NEW" CANDIDATE NAMES ON THE 2023 BALLOT IN ADDITION TO OUR CURRENT 7 BOARD MEMBERS. 15 CANDIDATES ONLY 7 POSITIONS OPEN!!!

IF YOU CAN "READ BETWEEN THE LINES" YOU CAN SEE HOW CRITICAL YOUR VOTE IS TO RETAIN OUR CURRENT BOARD AND PREVENT A HOA BOARD "TAKEOVER." DO NOT SIGN OVER YOUR PROXY TO SOME STRANGER KNOCKING AT YOUR DOOR. VOTE IN PERSON AT THE FEB. MEETING OR PERSONALLY MAIL IN YOUR PROXY VOTE TO THE MANAGEMENT OFFICE.

Thanks for your time, LR neighbor

EXHIBIT C

SACHS SAX CAPLAN

ATTORNEYS AT LAW

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BOCA RATON, FLORIDA 33487

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MICHAEL A. UNGERBUEHLER, ESQ.
mungerbuehler@ssclawfirm.com

August 27, 2021

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

9489 0090 0027 6043 3632 69

Chabad Israeli Center, Inc.
Attn: Naftaly Z. Hertzal
21813 Reflection Lane
Boca Raton, FL 33428

**Re: Loggers' Run, Inc.
 Anticipatory Breach of Governing Documents – Declared Intent to Use 21813
 Reflection Lane for Nonresidential Purposes
 Our File No.: 3265.01**

Dear Mr. Hertzal:

Please be advised that this firm represents Loggers' Run, Inc. (the "Association"). The matter of Chabad Israeli Center, Inc.'s ("Chabad") declared intent to use the home and lot located at 21813 Reflection Lane (i.e., Lot 43 within Winding Lakes Section 2) for nonresidential use has been referred by the Association to our office. Accordingly, please note the following.

Article I of the Declaration of Protective Covenants and Restrictions for Loggers' Run ("Declaration") provides, in part, as follows:

...

7. "Lot" means a portion of the Committed Property which is included within a Replat upon which a "Dwelling Unit" (as hereinafter defined) is permitted to be erected and is part of the "Residential Property" (hereinafter defined) located within Committed Property.

8. "Single Family Lot" means a Lot upon which not more than one "Dwelling Unit" (as hereinafter defined) may exist at any time according to restrictions contained in this Declaration, a Replat or a Replat Declaration.

...

11. "Dwelling Unit" means any residential dwelling unit intended as an above for one family constructed on Committed Property in Loggers' Run including, without limitation, a detached single-family home, an attached townhouse dwelling, an attached duplex or other multiplex dwelling, or any apartment-type unit contained in any multi-unit, multistory, residential building and whether any of the foregoing are subject to fee simple, cooperative, condominium, rental or other forms of ownership and possession.

...

15. "Residential Property" means all portions of the Committed Property designated as such in this Declaration, a Replat or a Replat Declaration and, collectively, are all those portions of Committed Property upon which Dwelling Units may be constructed.

Article II(B) of the Declaration provides as follows:

All portions of the Committed Property shall be subject to the use limitations, restrictions and other provisions, if any, imposed thereon as may be set forth in this Declaration, a Replat or a Replat Declaration. In addition to any other provisions thereof, the provisions of this Declaration, a Replat or a Replat Declaration may restrict specified portions of the Committed Property to specified uses including, but not limited to, use as Residential Property; and Nonresidential Property, including, but not limited to, Recreation Areas, property to be maintained in a natural state, property to be maintained for drainage and/or water management purposes and Commercial Areas.

Article III of the Declaration provides, in part, as follows:

In consideration of the benefits hereinafter contained and the payment of the Operating Expenses, Developer does hereby declare that the following provisions shall be applicable to the Committed Property which shall be transferred, demised, sold, conveyed and occupied subject to the terms of this Declaration as follows:

A. Use Classifications of Committed Property

1. Residential Property: Residential Property is that portion of the Committed Property upon which Dwelling Units may be constructed and shall be for "Residential Use" only. All portions of the Committed Property designated as "Residential Property" in this Declaration, on a Replat or in a Replat Declaration shall constitute Residential Property. Except for facilities related to construction, development, sales and rental activities permitted on Residential Property as hereinafter set forth, on Residential Property, there may be constructed only Dwelling Units and improvements associated with residential purposes such as (but not limited to) streets, drives, driveways, parking spaces, lawn areas, swimming pools, tennis courts and other amenities as an appurtenance to Dwelling Units being constructed including, but not limited to, recreational and social facilities commonly associated with the type of Dwelling Units in question (e.g., a common area, meeting room or lobby in a multi-Dwelling Unit apartment building; or common, social and recreational facilities normally associated with and as an amenity to a particular development of Dwelling Units; etc.). No commercial or business occupations may be carried on in the Residential Property except for the construction, development and sale or rental of the Residential Property or portions thereof (including, but not limited to, Dwelling Units constructed thereon) and except for direct accessory services to the Residential Property such as utilities, Dwelling Unit or Lot maintenance, and other such services. In addition to the provisions of this Declaration, the Lots shall also be subject to the terms of all applicable Replat Declarations. Replat

Declarations shall designate the Lots subject thereto (all of the Lots which are subject to a particular Replat Declaration being hereinafter collectively referred to as a "Section") and, among other things, Replat Declarations may provide for, as applicable, (a) the type of Dwelling Units that may be constructed in the Section, and (b) the establishment of such other amenities, benefits, covenants, easements, restrictions or provisions for the Section as Developer shall deem appropriate.

...

3. Commercial Areas: Except as may be specifically provided for, permitted or contemplated in this Declaration, no Commercial Areas shall be established nor maintained on any Residential Property or in any Recreation Area. However, as to all portions of the Total Property other than the Residential Property and Recreation Areas, the Developer reserves the right, subject only to applicable zoning regulations of the County, to designate and provide for the establishment and operation of Commercial Areas in a Replat Declaration or in a Replat.

...

B. Disputes as to Use

In the event there is any dispute as to whether the use of the Committed Property or any portion thereof complies with the covenants and restrictions contained in this Declaration, or any applicable Replat Declaration or Replat, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith, provided, however, any use by Developer of the Committed Property or any parts thereof in accordance with Subparagraph 6 of Paragraph A of this Article III shall be deemed a use which complies with this Declaration and all applicable Replat Declarations and Replats and shall not be subject to a determination to the contrary by the Board.

C. Additional Provisions for the Preservation of the Values and Amenities of *Loggers' Run*.

In order to preserve the values and amenities of Loggers' Run, the following provisions shall be applicable to the Committed Property:

...

2. Nuisances: No Owner shall cause or permit any unreasonable or obnoxious noises or odors and no nuisances or immoral or illegal activities shall be permitted or maintained on any of the Committed Property. It is intended, however, that noises or odors which are the reasonably expected result of such uses of the Committed Property as are specifically permitted or contemplated by this Declaration, a Replat Declaration or a Replat (e.g. keeping horses in certain areas of *Loggers' Run*) shall not be deemed unreasonable, obnoxious nor a nuisance.

bad Israeli, Inc.

August 27, 2021

...

D. Architectural Control Committee; Improvements to Lots, Dwelling Units, Etc.

...

2. Requirement of Committee Approval: Except for Dwelling Units, buildings and other structures and improvements constructed, installed or placed by or with the approval of the Developer; landscaping and plantings by or with the approval of the Developer; and additions, alterations, modifications and changes to any of the foregoing by or with the approval of the Developer (collectively "Developer Improvements"), which Developer Improvements are not subject to the approval of the Committee, no improvement or structure of any kind, including, without limitation, any building, wall, fence, swimming pool, tennis court, or screen enclosure, shall be erected, placed or maintained on any portion of the Committed Property; no landscaping or planting shall be commenced or maintained upon any portion of the Committed Property; and no addition, alteration, modification or change to any such improvement, structure, landscaping or planting shall be made without the prior written approval of the Committee.

Article III of the Replat Declaration for Winding Lakes Section Two ("Replat Declaration") provides as follows:

"Lots" 36 through 67, both inclusive of Winding Lakes Section Two are hereby declared to be "Residential Property" and "Single-Family Lots".

Article IV of the Replat Declaration provides, in part, as follows:

A. Single-Family Residence. Detached single-family homes (a "Residence") shall be the only "Dwelling Units" constructed on the Subject Property.

...

E. Garages – No Carports; Driveways; Free Standing Mailboxes. Each Residence shall have a garage accommodating at least two (2) cars. No carports shall be permitted. Driveways shall be of such materials and compositions and such sizes as the Committee shall approve. . . .

The Revised and Updated Loggers' Run Rules & Regulations, dated January 1, 2020 ("Rules") provides, in part, as follows:

...

20. Exterior Changes to Residence or Lot. No exterior change to a residence including, BUT NOT LIMITED TO, windows, doors, additions, screening, patios, addition of any kind, air-conditioning units, pools, hot tubs, fencing, roofs, roof patches, pool heaters, pool pumps, irrigation equipment, generators, driveways, ground cover, trees, shrubs, exterior repainting whether or

not a color change, and landscaping, may be undertaken without the prior written approval of the ACC (additional approval may be required from the Sub-Association to which the property is subject). Resurfacing of existing rear patios within a screen enclosure shall not require submission for ACC approval. Notwithstanding anything to the contrary, ACC approval shall not be required for the planting of flowers, which planting does not necessitate the removal of any hedge, tree or sod.

...

26. General Nuisance. No one shall create a nuisance on the property, whether by virtue of the use of the Lot or otherwise by virtue of any activity within Loggers' Run. Additionally, a nuisance shall be determined in the sole discretion of the Board, management acting on behalf of the Board, and/or security, acting on behalf of the Board. . . .

...

42. Parking. No vehicles may be parked on any grass areas at any time, except that, a vehicle may be parked on a temporary basis on the swale as long as no more than two (2) wheels are on the grassed portion, the owner abutting the swale approves of such parking, and the vehicle is parked in a manner which does not in any way impede upon emergency vehicle access. Further, any vehicle parked in such a manner must also be parked with the flow of traffic. Residents are responsible for, and the manner in which, their guests' vehicles are parked. No vehicles may be parked on any sidewalks, and shall not be parked on a driveway in a manner that will block any portion of a sidewalk, which will remain free and clear for ingress and egress. No vehicles may be parked on the streets in a manner which will impede upon emergency vehicle access, which vehicles may be subject to tow. Temporary parking as identified above, shall be prohibited overnight, which shall be defined as the hours between 2:00 a.m. to 6:00 a.m. Further, any Sub-Association which has ownership and/or maintenance responsibilities regarding the streets may further restrict parking on the streets.

...

46. Prohibition against Commercial or Business Use of Residential Property. No commercial or business use of any portion of the Residential Property, including, but not limited to, the Dwelling Units, shall be allowed except for home occupations, which shall be considered proper residential use of a Dwelling Unit, subject to the following conditions:

a. Use of a Dwelling Unit for a home occupation approved by the Board shall not violate any of the Corporations' governing documents, including the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations, as same may be amended from time to time.

b. Use of a Dwelling Unit for home occupation shall be in accordance with all state and local laws and ordinances, including, but not limited to, the provisions of the Palm Beach County Unified Land Development Code (ULDC) relating to home occupations and commercial use of residential property.

load Israel, Inc.

August 27, 2021

5

- c. The activities of a home occupation shall occur entirely within the Dwelling Unit, excluding accessory structures such as garages, carports and sheds.
- d. Home occupations shall be conducted by members of the immediate family residing in the Dwelling Unit. A maximum of one (1) person who is not a member of the immediate family may assist in the operation of the home occupation. In addition, only one (1) person outside of the home may be employed by the services provided by the home occupation.
- e. The floor area within a Dwelling Unit devoted to a home occupation shall not exceed twenty-five (25%) percent of the gross floor area of the Dwelling Unit, excluding porches, garages, carports and other areas which are not considered living areas.
- f. There shall be no external evidence of the existence of a home occupation within a Dwelling Unit. Signs, displays, off-street parking areas other than driveways normally required for residential use, or other advertising of any kind are prohibited. Further, all vehicles used in the operation of a home occupation shall conform with the Rules and Regulations of Loggers' Run governing Vehicles and Parking, as well any vehicle restriction in any Replat Declaration.
- g. No goods or services of any kind shall be sold or transferred to a customer, consumer or client on the premises of the home occupation, excluding facsimile machines, telephone and/or postal transactions.
- h. A home occupation shall not create noise, vibration, glare, fumes, odors, dust, smoke or electromagnetic disturbances. No equipment or processes shall be used which create visual or audible interference in any radio or television receiver located nearby. No chemicals or chemical equipment shall be used or stored, nor shall any harmful, dangerous or noxious material be used or stored on the site of the home occupation, including, but not limited to, paint, painting materials and roofing materials and accessories, except those that are used and temporarily stored for the purpose of work on the Dwelling Unit itself, and which shall be for domestic or household purposes only.
- i. No equipment or materials used in the home occupation shall be stored or displayed outside the Dwelling Unit, including driveways.
- j. Vehicular and pedestrian traffic shall not be generated by a home occupation in a greater volume or a different vehicle type than the traffic typical in a residential neighborhood.
- k. Deliveries of any kind required by and made to the premises of a home occupation shall not exceed one business delivery per day.
- l. Any home occupation that adheres to the provisions of this Resolution shall be deemed to be a proper residential use of a Dwelling Unit and shall not be deemed to [be] a violation of Article III, Section A (1) of the Declaration

Association's governing documents clearly intend for the general scheme of development

Chabad Israeli, Inc.
August 27, 2021
p. 7

within Winding Lakes Section Two of Loggers' Run, in which the lot is located, to be a residential neighborhood consisting solely of single-family detached residences with no commercial or other nonresidential uses permitted therein. The limited exception for a home occupation is clearly restricted to a minor, tangential use of a home that is not evident from the exterior, occupies not more than 25% of the home, is not advertised to the general public, would not create any nuisances, and would not result in additional traffic.

However, the Chabad has declared its intent to turn the home into a synagogue "Available all year round to everyone wholeheartedly."¹ According to the Chabad, the home will be used for the following: "Holiday Celebrations, Weddings, Bris, Bar/Bat Mitzvahs, Library, Kitchen, Youth Lounge, Children's Activities, Adult Education Programs, Guest Lectures, Memorials, and other Lifecycle Events." And, the Chabad is advertising to the general public to contribute towards "the renovation of [the] new center", including \$15,000 towards a library, \$15,000 towards an Ark, \$15,000 towards chairs, \$20,000 towards parking. The Chabad's declared plan for its use of the home is indisputably a plan to use the home for nonresidential purposes, which far exceeds the scope of a permitted home occupation. Moreover, given the Chabad's advertised intended use of the home, with \$20,000 spent on parking and planned events 'open to everyone,' the Association reasonably expects such use would create a nuisance for the surrounding homes within the community by way of significantly increased vehicular and pedestrian traffic as well as increased noise beyond the residential use of the home.

Such declaration of intent by the Chabad constitutes the anticipatory breach of the Association's governing documents.² The Association cannot and will not permit such violation of its governing documents and will pursue its remedies to enforce against the same should the Chabad continue with its declared plans for the home and lot. Please understand this isn't about anything other than the prevention of nonresidential use and/or the unauthorized, unapproved alteration of a home and lot. The Association welcomes the Chabad as the owner of the home and lot and looks forward to the Chabad's proper, residential use of the lot; it simply cannot tolerate any owner's violation of the governing documents through an unapproved alteration and/or improper use of the owner's home and/or lot.

As the Association has tried to make clear over and over again, Loggers' Run is a community of tolerance and inclusion. The only thing it will not tolerate is a violation of the governing documents, and it is evident that the Chabad has declared its intent to violate the governing documents through its stated plan for the home and lot. Through this letter, we trust the Chabad recognizes that its declared intent for use of the home and lot would indeed violate the governing documents and, as such, the Chabad will not continue forward with its anticipatory breach thereof.

Very truly yours,

SACHS SAX CAPLAN


-MICHAEL A. UNGERBUEHLER

Encl.

cc: Loggers' Run, Inc. w/ Encl.

¹ Reference the attached article "Mazal Tov! We found a new home for our Chabad", posted on ChabadMada.com

² In addition to the intended nonresidential use of the home, the list of planned renovation to the home and lot would be subject to Association review before any alterations were commenced, and any alteration done without Association approval would constitute a separate violation of the governing documents.

EXHIBIT D



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

September 13, 2019

Rabbi Naftaly Hertzl
Chabad Israeli Center
11443 W. Palmetto Park Rd
Boca Raton, Florida 33428

Re: FY 2019 Nonprofit Security Grant Program Award Notification

Dear Rabbi Hertzl:

The Florida Division of Emergency Management (FDEM) is pleased to inform you of your selection as a FY 2019 sub-recipient of the Nonprofit Security Grant Program (NSGP) award.

A subgrant agreement in the amount of \$100,000.00 will be forwarded to you for execution. Please do not begin work on projects until your signed agreement has been received and signed by the Division. Project activity undertaken prior to a fully executed agreement between your agency and FDEM will result in the forfeiture of reimbursements.

Questions regarding the administration of the agreement can be directed to Jamika Jackson, Grants Manager, at 850-815-4344 or by e-mail: Jamika.Jackson@em.myflorida.com. If you have questions about program compliance, please contact Ms. Felicia Pinnock at (850) 815-4343 or via e-mail: Felicia.Pinnock@em.myflorida.com.

Respectfully,

A handwritten signature in blue ink that reads 'Linda McWhorter, BC'.

JM Jared Moskowitz, Division Director

JM/jj

cc: Amanda Meyers

EXHIBIT E

SACHS SAX CAPLAN

ATTORNEYS AT LAW

SUITE 200
6111 BROKEN SOUND PARKWAY NW
BOCA RATON, FLORIDA 33487

TELEPHONE (561) 994-4499
DIRECT LINE (561) 237-6840
FACSIMILE (561) 994-4985

LOUIS CAPLAN, ESQ.
[REDACTED]

December 29, 2023

**VIA CERTIFIED/RETURN RECEIPT
REQUESTED/US MAIL & E-MAIL**

Eliot Pedrosa, Esq. [REDACTED])
Priscilla Ruiz, Esq. [REDACTED])
Jones Day
600 Brickell Avenue, Suite 3300
Miami, Florida 33131

Re: **Loggers' Run, Inc.
 Your Client(s): Rabbi Naftaly Hertzl and Henya Hertzl
 File No. 3265.173**

Dear Mr. Pedrosa and Ms. Ruiz:

As you know, this law firm represents Loggers' Run, Inc. ("Loggers' Run" or "Association"). Please be advised that we do intend to provide a substantive response to your letter dated December 14, 2023 and hope to do that prior to the January 19, 2024 date referenced in your letter. Notwithstanding, that's not the purpose of this letter, which solely relates to your reference in the last paragraph to Section 720.311 of the Florida Statutes. That provision addresses pre-suit mediation as a condition precedent for initiating certain litigation against a homeowners association. In this regard, please accept this letter as the Association's willingness to participate in pre-suit mediation.

While the Association agrees to participate in pre-suit mediation, please note that your reference to Section 720.311, doesn't, in our opinion, reflect the requirements of the statute. In this regard, normally a pre-suit mediation demand must be sent by certified mail; substantially conform to language in the statute; and include a list of mediators and their rates, so that the parties can choose one that is acceptable. The statute also requires that we respond to such pre-suit mediation demand within twenty (20) days, and that is the purpose of this letter, so that while we would argue the statutory demand for pre-suit mediation is not sufficient, we want the Association protected relative to any subsequent claim by counsel representing the Hertzels that we did not timely agree to participate and therefore an impasse was declared. We do hereby timely agree to participate, but we would request that you send us a proper pre-suit mediation demand inclusive of names of mediators and their rates.

As stated, we do intend to provide a substantive response to your letter and the claims asserted in that letter, and therefore, look forward to corresponding with you further.

Very truly yours,

SACHS SAX CAPLAN

LOUIS CAPLAN

LC/chg

P Eliot Pedrosa, Esq.
Priscilla Ruiz, Esq.
Page 2
December 11, 2020

cc: Loggers' Run, Inc.

Michael A. Ungerbuehler, Esq.
Sachs Sax Caplan, PL

John Brinkerhoff [REDACTED]
Jones Day
51 Louisiana Avenue, NW
Washington, DC 20001-2113
(Via Certified Return Receipt Requested/US Mail/E-mail)

Jason Gonzalez, Esq. [REDACTED])
Bob Minchin, Esq. [REDACTED])
Lawson Huck Gonzales
215 South Monroe Street, Suite 320
Tallahassee, FL 32301
(Via Certified Return Receipt Requested/US Mail/E-mail)

Jeremy Dys [REDACTED])
First Liberty Institute
2001 West Plano Parkway, Suite 1600
Plano, TX 75075
(Via Certified Return Receipt Requested/US Mail/E-mail)

Camille P. Varone [REDACTED])
First Liberty Institute
1331 Pennsylvania Avenue, NW
Suite 1410
Washington, DC 20004
(Via Certified Return Receipt Requested/US Mail/E-mail)

EXHIBIT F

JONES DAY

600 BRICKELL AVENUE • BRICKELL WORLD PLAZA • SUITE 3300 • MIAMI, FLORIDA 33131

TELEPHONE: +1.305.714.9700 • JONESDAY.COM

DIRECT NUMBER: (305) 714-9717

EPEDROSA@JONESDAY.COM

January 4, 2024

VIA E-MAIL

Louis Caplan
Sachs Sax Caplan, P.L.
6111 Broken Sound Pkwy. NW
Suite 200
Boca Raton, FL 33487

Re: Fair Housing Act Violations Against Orthodox Jews

Mr. Caplan:

We are in receipt of your letter dated December 29, 2023. We are pleased by Loggers' Run, Inc.' ("Loggers' Run" or "HOA") willingness to participate in pre-suit mediation and send this letter to satisfy Rabbi Naftaly and Henya Hertzels' (together, "the Hertzels") obligations under section 720.311, Florida Statutes.

The alleged aggrieved party, the Hertzels, hereby demands that Loggers' Run, as the responding party, engage in mandatory pre-suit mediation in connection with the following disputes, which by statute are of a type that are subject to pre-suit mediation:

The Hertzels refer you to their demand letter dated December 14, 2023, which lays out the factual background, legal claims, and analysis at length. In summary: The Hertzels have been residents of the Loggers' Run HOA for fourteen years, currently residing with their five children at 21812 Reflection Lane, Boca Raton, Florida, 33428 (the "Home"). They are also owners of an adjacent property located at 21813 Reflection Lane, Boca Raton, Florida, 33428 (the "Chabad House"). The Hertzels provide the only religious services for orthodox Jews in a six-mile radius in West Boca Raton, Florida. For the orthodox community, walkable proximity to a synagogue is essential, as their sincerely held religious beliefs prevent them from driving to religious services on the Sabbath and Jewish holidays.

For the first four years, the Hertzels lived in Loggers' Run without issues with the HOA. That changed when the Hertzels approached the HOA Board about acquiring land to build a larger synagogue to serve the local Jewish community. Unfortunately, the Hertzels' relationship with the HOA soured following initial discussions about building a synagogue.

Since that time, Loggers' Run has engaged in an ongoing pattern of discrimination, harassment, and hostility against the Hertzels because of their Jewish faith, in violation of the Fair Housing Act ("FHA"), 42 U.S.C. §§ 3604, 3617, and the Florida Fair Housing Act,

January 4, 2024

JONES DAY

Page 2

Fla. Stat. § 760.20 *et seq.* in the following ways:

First, Loggers' Run discriminates against the Hertzels by treating them worse than comparably situated neighbors because they are religious orthodox Jews, in violation of 42 U.S.C. § 3604(b), which prohibits discrimination "against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, or national origin." Until they asked about land for a synagogue, the Hertzels never had issues from Loggers' Run. After they did, they faced several types of negative disparate treatment: (1) Loggers' Run sent the Hertzels citation letters noticing mundane and otherwise overlooked violations of HOA rules on a regular basis, even though other residences in the Hertzels' neighborhood have visible ongoing violations for which they receive no citations. (2) the then-HOA President campaigned against electing Jews to the HOA Board, but he does not appear to have taken similar actions against other candidates. And (3) the HOA has taken these steps to prevent construction of a synagogue within the HOA territory while allowing and encouraging several Christian churches to build permanent houses of worship within the HOA, including a church that HOA board members attend.

Second, Loggers' Run violates the FHA by ignoring, and in some instances, fostering a hostile housing environment of ongoing harassment against the Hertzels because of their orthodox Jewish faith. For example, a former HOA manager and senior HOA Board member told the Hertzels that they are not wanted in the HOA community or on the HOA Board. The HOA manager harkened to Nazi Germany and said that Jews should have been ended then. In past years, neighborhood teenagers have screamed "heil Hitler" in front of the Chabad. Religious symbols at the Chabad have been knocked down, and the Chabad has been vandalized with spray paint and broken windows. After one neighbor complained to the HOA Board that it seemed that the Chabad was trying to establish a synagogue at the Chabad House, the Board held a meeting during a Jewish religious celebration when no Jews from the Chabad could attend because of their religious obligations during the meeting time. Neighbors repeatedly call the police when the Hertzels host large religious gatherings at the Home, such as celebrations of Passover or Purim. The Hertzels have been surveilled by neighbors whenever they hold religious gatherings, including a recent incident when a neighbor flew a drone over a gathering with the Israeli consulate. As a result of the drone appearing overhead, the congregation had to evacuate out of fear of a possible bomb threat. Each instance of harassment was directly tied to the Hertzels' Jewish faith. This harassment has been "sufficiently severe or pervasive to alter the terms and conditions of [housing] and create a discriminatorily abusive [housing] environment." *See Miller v. Kenworth of Dothan, Inc.*, 277 F.3d 1269, 1275 (11th Cir. 2002).

Third, The HOA's selective enforcement actions and refusal to grant construction permits have prevented the Hertzels from using the Chabad House in the way they intended to house assistant rabbis and host religious gatherings, in violation of 42 U.S.C. § 3617, which makes it "unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by [§§] 3603, 3604, 3605, or 3606."

January 4, 2024

JONES DAY

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Pursuant to section 720.311, Florida Statutes, this demand to resolve the dispute through pre-suit mediation is required before a lawsuit can be filed concerning the dispute. Pursuant to the statute, the parties are required to engage in pre-suit mediation with a neutral third-party mediator in order to attempt to resolve this dispute without court action, and the aggrieved party demands that you likewise agree to this process. If you fail to participate in the mediation process, suit may be brought against you without further warning.

The process of mediation involves a supervised negotiation process in which a trained, neutral third-party mediator meets with both parties and assists them in exploring possible opportunities for resolving part or all of the dispute. By agreeing to participate in pre-suit mediation, you are not bound in any way to change your position. Furthermore, the mediator has no authority to make any decisions in this matter or to determine who is right or wrong and merely acts as a facilitator to ensure that each party understands the position of the other party and that all options for reasonable settlement are fully explored.

If an agreement is reached, it shall be reduced to writing and becomes a binding and enforceable commitment of the parties. A resolution of one or more disputes in this fashion avoids the need to litigate these issues in court. The failure to reach an agreement, or the failure of a party to participate in the process, results in the mediator declaring an impasse in the mediation, after which the aggrieved party may proceed to court on all outstanding, unsettled disputes. If you have failed or refused to participate in the entire mediation process, you will not be entitled to recover attorney's fees, even if you prevail.

The Hertzels have selected and hereby lists five certified mediators who we believe to be neutral and qualified to mediate the dispute. You have the right to select any one of these mediators. The fact that one party may be familiar with one or more of the listed mediators does not mean that the mediator cannot act as a neutral and impartial facilitator. Any mediator who cannot act in this capacity is required ethically to decline to accept engagement. The mediators that we suggest, and their current hourly rates, are as follows:

David Lichter

2999 NE 191st Street, Suite 330
Aventura, FL 33180
Tel: (305) 356-7555
\$575.00 per hour

Frank A. Shepherd

1 SE 3rd Avenue, Suite 1700
Miami, FL 33131
Tel: (305) 610-6255
\$500 per hour

Joseph Farina

600 Brickell Avenue, Suite 2600
Miami, FL 33131
(305) 371-5267
\$600 per hour

Thomas Glick

4500 Biscayne Blvd., Suite 320
Miami, FL 33137
(305) 892-1577
\$400 per hour

Karen Evans-Putney

2999 NE 191st Street, Suite 330
Aventura, FL 33180-3115
Tel: (305) 371-3250
\$450 per hour

January 4, 2024
Page 4

JONES DAY

See Attachment (Mediator Biographies).

You may contact the offices of these mediators to confirm that the listed mediators will be neutral and will not show any favoritism toward either party. The Florida Supreme Court can provide you a list of certified mediators.

Unless otherwise agreed by the parties, section 720.311(2)(b), Florida Statutes, requires that the parties share the costs of pre-suit mediation equally, including the fee charged by the mediator. An average mediation may require three to four hours of the mediator's time, including some preparation time, and the parties would need to share equally the mediator's fees as well as their own attorney's fees if they choose to employ an attorney in connection with the mediation. However, use of an attorney is not required and is at the option of each party. The mediators may require the advance payment of some or all of the anticipated fees. The aggrieved party hereby agrees to pay or prepay one-half of the mediator's estimated fees and to forward this amount or such other reasonable advance deposits as the mediator requires for this purpose. Any funds deposited will be returned to you if these are in excess of your share of the fees incurred.

To begin your participation in pre-suit mediation to try to resolve the dispute and avoid further legal action, please sign below and clearly indicate which mediator is acceptable to you. We will then ask the mediator to schedule a mutually convenient time and place for the mediation conference to be held. The mediation conference must be held within ninety (90) days of this date, unless extended by mutual written agreement. In the event that you fail to respond within 20 days from the date of this letter, or if you fail to agree to at least one of the mediators that we have suggested or to pay or prepay to the mediator one-half of the costs involved, the aggrieved party will be authorized to proceed with the filing of a lawsuit against you without further notice and may seek an award of attorney's fees or costs incurred in attempting to obtain mediation.

Therefore, please give this matter your immediate attention. By law, your response must be mailed by certified mail, return receipt requested, and by first-class mail to the address shown on this demand. Thank you for your attention to this request.

Respectfully,

/s/ Eliot Pedrosa
Eliot Pedrosa ([REDACTED])
Priscilla Ruiz ([REDACTED])
JONES DAY
600 Brickell Avenue, Suite 3300
Miami, FL 33131

[REDACTED]

John Brinkerhoff
JONES DAY
51 Louisiana Avenue, N.W.

January 4, 2024
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JONES DAY

Washington, DC 20001-2113
[REDACTED]

Jason Gonzalez (FL Bar No. 146854)
Bob Minchin (FL Bar No. 1033022)
LAWSON HUCK GONZALES
215 South Monroe Street, Suite 320
Tallahassee, FL 32301
[REDACTED]

Jeremy Dys
FIRST LIBERTY INSTITUTE
2001 West Plano Parkway, Suite 1600
Plano, TX 75075
[REDACTED]

Camille P. Varone
FIRST LIBERTY INSTITUTE
1331 Pennsylvania Avenue, N.W., Suite 1410
Washington, DC 20004
[REDACTED]

January 4, 2024

JONES DAY

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RESPONDING PARTY: YOUR SIGNATURE INDICATES YOUR AGREEMENT TO THAT CHOICE.

AGREEMENT TO MEDIATE

The undersigned hereby agrees to participate in pre-suit mediation and agrees to attend a mediation conducted by the following mediator or mediators who are listed above as someone who would be acceptable to mediate this dispute:

I/we further agree to pay or prepay one-half of the mediator's fees and to forward such advance deposits as the mediator may require for this purpose.

Signature of responding party #1

Telephone contact information

Signature and telephone contact information
of responding party #2 (if applicable)
(if property is owned by more than one person,
all owners must sign)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS RABBI NAFTALY HERTZEL, HENYA HERTZEL, and CHABAD ISRAELI CENTER, INC., a Florida not-for-profit corporation

DEFENDANTS LOGGERS' RUN, INC., a Florida not-for-profit corporation, CAMPBELL PROPERTY MANAGEMENT AND REAL ESTATE, INC., RONALD HARP, and HARRY DIETZ

(b) County of Residence of First Listed Plaintiff Palm Beach County (EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Palm Beach County (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number) Jones Day, 600 Brickell Avenue, Suite 3300, Miami, FL 33131, (305) 714-9717 First Liberty, 2001 West Plano Parkway, Suite 1600, Plano, TX 75075, (972) 941-4444 Lawson Huck Gonzales, 215 South Monroe Street, Suite 320 Tallahassee, FL 32301, (850) 825-4334

Attorneys (If Known) Sachs Sax Caplan, P.L., 6111 Broken Sound Pkwy. NW Suite 200, Boca Raton, FL 33487

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- 1 U.S. Government Plaintiff Federal Question (U.S. Government Not a Party)
2 U.S. Government Defendant Diversity (Indicate Citizenship of Parties in Item III)

- Citizen of This State Citizen of Another State Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business In This State Incorporated and Principal Place of Business In Another State Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Grid of categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, SOCIAL SECURITY, INTELLECTUAL PROPERTY RIGHTS, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only) 1 Original Proceeding 2 Removed from State Court 3 Re-filed (See VI below) 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation Transfer 7 Appeal to District Judge from Magistrate Judgment 8 Multidistrict Litigation - Direct File 9 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S) (See instructions): a) Re-filed Case YES NO b) Related Cases YES NO JUDGE: DOCKET NUMBER:

VII. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): Defendants violated 42 U.S.C. §1982, the Fair Housing Act, 42 U.S.C. § 3601 et seq., and the Florida Fair Housing Act, Fla. Stat. § 760.20 et seq. LENGTH OF TRIAL via 14 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ Declarations, permanent injunction, damages, attorney's fees CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE DATE SIGNATURE OF ATTORNEY OF RECORD

May 17, 2024 /s/ Eliot Pedrosa

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

RABBI NAFTALY HERTZEL,
HENYA HERTZEL, and CHABAD ISRAELI CENTER, INC.,
a Florida not-for-profit corporation

Plaintiff(s)

v.

Civil Action No.

LOGGERS' RUN, INC., a Florida not-for-profit corporation,
CAMPBELL PROPERTY MANAGEMENT AND REAL
ESTATE, INC., RONALD HARP, and HARRY DIETZ

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Loggers' Run, Inc.
6111 Broken Sound Parkway NW Suite 200
Boca Raton, Fl 33487

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Eliot Pedrosa
JONES DAY
600 Brickell Avenue, Suite 3300
Miami, FL 33131

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

RABBI NAFTALY HERTZEL,
HENYA HERTZEL, and CHABAD ISRAELI CENTER, INC.,
a Florida not-for-profit corporation

Plaintiff(s)

v.

Civil Action No.

LOGGERS' RUN, INC., a Florida not-for-profit corporation,
CAMPBELL PROPERTY MANAGEMENT AND REAL
ESTATE, INC., RONALD HARP, and HARRY DIETZ

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Campbell Property Management and Real Estate, Inc.,
1215 E Hillsboro Blvd.
Deerfield Bch, FL 33441

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Eliot Pedrosa
JONES DAY
600 Brickell Avenue, Suite 3300
Miami, FL 33131

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

RABBI NAFTALY HERTZEL,
HENYA HERTZEL, and CHABAD ISRAELI CENTER, INC.,
a Florida not-for-profit corporation

Plaintiff(s)

v.

Civil Action No.

LOGGERS' RUN, INC., a Florida not-for-profit corporation,
CAMPBELL PROPERTY MANAGEMENT AND REAL
ESTATE, INC., RONALD HARP, and HARRY DIETZ

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Ronald Harp
21550 Sweetwater Lane South
Boca Raton, FL 33428

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Eliot Pedrosa
JONES DAY
600 Brickell Avenue, Suite 3300
Miami, FL 33131

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

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Civil Action No.

LOGGERS' RUN, INC., a Florida not-for-profit corporation,
CAMPBELL PROPERTY MANAGEMENT AND REAL
ESTATE, INC., RONALD HARP, and HARRY DIETZ

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Harry Dietz
11543 Quiet Waters Ln.
Boca Raton, FL 33428

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Eliot Pedrosa
JONES DAY
600 Brickell Avenue, Suite 3300
Miami, FL 33131

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

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Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: