

The Vilification of Pete Ormond

Myth vs. Fact: Setting the Record Straight

Recent comments at the Board meeting ON April 24th included several claims about my conduct, my record requests, and my communication with other members. None of these comments addressed the **actual facts** or the documents I've shared. To avoid confusion, here is a clear, factual Myth-vs-Fact summary. As far as the prepayer issue goes, I am simply a candidate for the Board trying to seek justice for those 25 or so people who are not getting a fair shake.

MYTH #1: He is requesting too many records and wasting staff time.

FACT: Florida law gives every member the right to inspect official records. The CAM trade association advised associations to “**Just say yes to the records requests**”, after the recent court ruling.

Delaire has chosen a different approach:

- **routing routine requests through attorneys**
- **delaying responses**
- **limiting access**
- **and operating without a records-retention system (as stated by the Association's own attorney)**

If legal bills or staff time have increased, it is because of **the Board's chosen process**, not because members are exercising their legal rights.

A transparent, organized records system would eliminate the issue entirely.

MYTH #2: He is creating problems by bringing the prepayer issue to members.

FACT. Everything I shared came directly from the Association's own documents.

The Board has never identified:

- a single incorrect fact
- a single misquoted line
- a single misinterpreted number

Their only comment was that I highlighted **Item 2** of their document instead of Item 3. Item 2 is the defining statement — nothing in Item 3 changes its meaning.

If the Board believed the facts were wrong, they could have said so. They didn't.

MYTH #3: “He is causing increased legal bills.”

FACT: Legal bills increase when the Board chooses to have attorneys review routine, statutory records requests.

The law does not require this. The CAM trade association does not recommend this. Most associations do not do this.

If the Board is spending money on lawyers to avoid providing records, that is a **Board decision**, not a member problem.

MYTH #4: He is doing something improper by communicating with other members.

FACT: Members have the right to:

- **discuss HOA matters**
- **share official documents**
- **communicate openly about assessments, debt, and governance**

Nothing I have shared is confidential. Nothing is private. Nothing is altered. Everything comes from the Association's own records.

Open communication is not a violation — it is a core member right.

MYTH #5: “Someone should file a grievance against him.”

FACT: A Board member suggested filing a grievance, and shortly afterward, someone did.

The grievance:

- **does not allege misconduct**
- **does not allege harassment**
- **does not allege any rule violation**
- **does not identify a single incorrect fact**

It simply objects to the fact that I shared information.

That is not a grievance. That is an attempt to discourage transparency.

MYTH #6: He is the problem.

FACT: The real issues are structural:

- **no records-retention system**
- inconsistent document handling
- delayed responses
- new rules aimed at limiting member communication
- grievances used as a deterrent
- **and a pattern of attacking the messenger instead of addressing the message**

I am requesting records I am legally entitled to and sharing accurate information with other members.

That is not a problem. That is participation in the community.

MYTH #7: If he doesn't respond, the Board's statements must be true.

FACT:

Silence can be misinterpreted. That is why I am responding — calmly, factually, and without personal attacks.

Everything I have done is lawful, transparent, and grounded in the Association's own documents.

If the Board wishes to challenge any fact I have presented, I welcome that discussion.

VOTE NO

ON THE PERMANENT ASSESSMENT

[Scroll down for the grievance and records documents](#)

“Florida community associations—**homeowners’**, cooperative, and condominium associations—can help themselves to **avoid being on the hook for huge fees**. First, respond simply by approaching matters on a pure business basis—**just provide records requested in a timely manner.**”

Just Say, “Yes,” to the Records Request

By Michael J. Gelfand, Esq. / **Published January 2026**

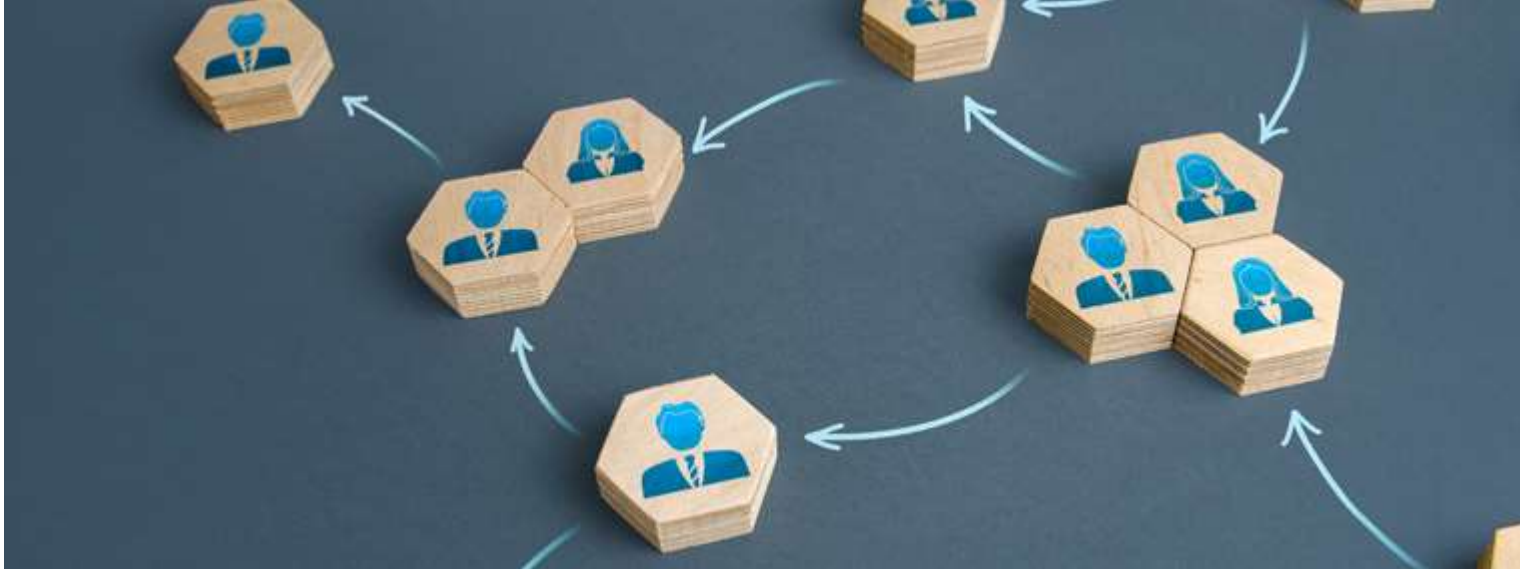


Photo by iStockphoto.com/Andrii Yalanskyi

Official Records: Provide or pay—Big Time

Some may use the term “recreational complainer.” Whatever the source of the seeming

compulsion is to obtain Florida community association records, as the saying goes, there is a law. Florida law does recognize sound public policies for broad access to records; and Florida legislators hear anecdotally that requests have brought positive changes to communities within their districts.

Following from this law that provides a right of access, while it is not usual and not unheard of for an association to receive numerous requests from one or two owners to review documents, what is unusual is for an association to be on the hook for hundreds of thousands of dollars for an owner’s attorney’s fees.

What Went Wrong?

As you read on, recall that just because the courts recently ruled in a condominium association context, in Florida the laws regulating official records access are very similar also for homeowners’ and cooperative associations.

The current context unfolds in a recent Florida appellate court decision addressing a Florida condominium unit owner’s reported numerous, repeated requests to his condominium association for official records. Regarding two of these requests in April 2018 and June 2018, the appellate court ruled that as a matter of law a condominium association’s failure to provide requested official records for inspection within ten working days after receipt of the owner’s written request created a rebuttable

presumption that the association willfully failed to comply with Florida's records request statute, citing the Condominium Act Section 718.111, Fla. Stat. (2018).

The facts as laid out in *Gamboa v. Newth Gardens Condominium Association, Inc.*, 50 Fla. L. Weekly D 1220 (Fla. 4th DCA, June 4, 2025), indicate that a unit owner requested his condominium association make records available for inspection in April 2018 and June 2018. Regarding the April 2018 records request, the association claimed that it mailed the unit owner a letter setting an appointment, but the unit owner said he never received the letter.

One month after making the initial records request, the owner sent the association a "pre-arbitration notice" providing the association another chance to provide records before proceeding with formal claims, sometimes referred to as an opportunity to cure. That notice stated that the association was in violation of Section 718.111(12)(b).

As the decision reported that he still hadn't received any response from the association, the owner started the formal claims process by filing a petition for mandatory nonbinding arbitration alleging the association failed to furnish him access to inspect and photocopy the requested records. The arbitrator found for the owner and awarded him statutory damages of \$500. Instead of paying this amount, the association filed a complaint in court seeking a trial.

At trial the president of the association testified that he drafted a letter to the owner setting a date for an inspection, but the president did not testify that he personally mailed the letter. The owner testified that he did not receive the letter before filing his arbitration petition. The trial court found that the association did not willfully deny access to the records and granted final judgment for the association on both records requests.

The District Court of Appeal affirmed the final judgment as to the June 2018 records request but reversed the final judgment for the association as to the April 2018 records request. The court explained that the Condominium Act stated: "The failure of an association to provide the record within 10 working days after receipt of a written request creates a rebuttable presumption that the association willfully failed to comply with this paragraph."

The appellate court found that the association failed to present any evidence that the letter drafted by the president had actually been mailed. The court explained that the mailing must be proven by producing evidence such as a proof of regular business practices, an affidavit swearing that the letter was mailed, or a return receipt from the owner. Therefore, the association failed to rebut the presumption of "willful failure" to comply with the records inspection statute.

"Before commencing legal action, Unit Owner had informed the association that he had not received a response to his request," the court stated. "This provided the association with an opportunity for a 'do-over' and a mitigation of damages and legal fees and costs." Instead of taking this path and mitigating, or reducing its damages, the association took the other path and filed a lawsuit.

This appellate decision demonstrates the impact of the Condominium Act's "rebuttable presumption." The association's failure to provide the requested documents within ten days after receipt of the owner's written request created a rebuttable presumption that the association willfully failed to comply with the records request statute. Instead of costing \$500, the association is now on the hook for almost \$200,000 in attorney's fees!

Florida community associations—homeowners', cooperative, and condominium associations—can help themselves to avoid being on the hook for huge fees. First, respond simply by approaching matters on a pure business basis—just provide records requested in a timely manner.

A second business-related aspect is to document responses. Have a procedure as to how required responses are transmitted. Certified mail, return receipt requested may not always be practical, but it frequently can help.

A third business approach is to have records properly organized. This is not just for records requests but also facilitates access to the right document at the right time when you need it for a regular administrative need.

Above all, do not get angry and do not lash out. Sometimes it seems that an owner makes a request just to cause anguish in the association's leadership. Why let someone control your emotions? Simply providing the records usually fulfills the statutory duty without paying huge amounts of money to that requesting owner or experiencing angina!

Just Say, “Yes,” to the Records Request

Scroll down to read my answer, the grievance notice, the complaint and the evidence.

Pete Ormond

From: Pete Ormond <pkormond@gmail.com>
Sent: Tuesday, April 28, 2026 5:46 PM
To: 'Liz Shaw'; richarddesack@gmail.com; 'Marty Friedman'; 'Arnold Horwich'; 'Curt Karpel'; 'Richard Scheiner'; donaldschindel925@gmail.com; Roy.Stillman@proton.me; delairebound@aol.com; singj61@aol.com; debkaplan3@msn.com
Cc: pkormond@gmail.com
Subject: RE: Grievance Committee Meeting - Thursday, May 7th at 4:30 PM in the Board Room and by Zoom

Chair Singer and Members of the Grievance Committee,

The complaint concerns a document that the Association itself produced in response to my official records request. I did not create the document, alter it, or add any information to it. The Association determines what appears in the records it provides and is solely responsible for redacting any information it considers sensitive.

The complainant's concern is therefore misdirected. If a member is distressed that her account number appeared in an Association-produced record, that concern relates to the Association's records-handling practices, not to any conduct by me.

The complaint does not allege any misconduct, violation, or prohibited behavior on my part. It expresses only dissatisfaction with the Association's own decision to release the document in its current form.

Because the complaint identifies no action by me that could constitute a grievance under the By-Laws, I respectfully request that the matter be dismissed at the threshold.

Thank you for your attention.

Pete Ormond
16822 Rose Apple Drive
Delray Beach, FL 33445

pkormond@gmail.com

From: Liz Shaw <lizshaw@delaire.org>
Sent: Tuesday, April 28, 2026 4:26 PM
To: richarddesack@gmail.com; Marty Friedman <martyfriedmanpres@gmail.com>; Arnold Horwich <ashiaddup@gmail.com>; Curt Karpel <gckarpel@gmail.com>; Richard Scheiner <RS@lanegatepartners.com>; donaldschindel925@gmail.com; Roy.Stillman@proton.me; 'delairebound@aol.com' <delairebound@aol.com>
Cc: singj61@aol.com; 'debkaplan3@msn.com' <debkaplan3@msn.com>; pkormond@gmail.com
Subject: Grievance Committee Meeting - Thursday, May 7th at 4:30 PM in the Board Room and by Zoom

Dear Grievance Committee Members,

Please be advised that the complaint referenced briefly during yesterday's meeting held pursuant to the By-Laws for the appointment of the Grievance Committee chair has since been revised by the complainant.

Chair Judy Singer is scheduling a meeting for **Thursday, May 7th at 4:30 PM** in the Board Room and by Zoom to determine whether the attachment complaint, provided along with the message to which it refers, rises to the level of a grievance. To help establish a quorum, please confirm whether you will attend in person or remotely with Mrs. Singer at singj61@aol.com.

Pursuant to the By-Laws, the respondent is being notified of the complaint. The complainant and respondent are copied on this message for awareness purposes. If the committee determines that the complaint rises to the level of a grievance, a hearing will be scheduled, and notices will be sent in accordance with the By-Laws.

Thanks,

LIZ SHAW
DIRECTOR OF MEMBERSHIP



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On Tuesday, April 28, 2026 at 11:41:38 AM EDT, Deborah M. D. Kaplan <debkaplan3@msn.com> wrote:

Judy Singer
Chairwoman of the Delaire Grievance Committee

April 28, 2026

Dear Judy

Recently Peter Ormond has made many requests for financial information from the club. One of his more recent requests was regarding the list of member pre-payers, and this document included members' account numbers. He then proceeded to distribute this information to members who receive his email blasts. My member number is included.

I find this extremely distressing that my account number has been distributed. I have no idea who now has access to this information. He has certainly made me feel unsafe and unhappy. Thank you for your kind consideration of this complaint.

Deborah D Kaplan

From: Delaire Homeowner <info@delairehomeowner.com>

Sent: Tuesday, April 21, 2026 2:20 PM

To: gshababb@gmail.com <gshababb@gmail.com>

Subject: Before You Vote — A Serious Contract Issue Affecting 53 Homes

Before You Vote — A Serious Contract Issue Affecting 53 Homes

Friends,

Before anyone votes on the **permanent \$550 monthly assessment**, there is a major contractual issue that needs to be understood.

Over several years, 53 homes prepaid their share of the clubhouse loan. Based on the prepaid-assessment contracts I have reviewed — including my own and others executed in different years — the language appears to be consistent across all prepayer agreements. Each contract states that the benefit:

“shall inure to the benefit of all subsequent Resident members with respect to said Home.”

This means the benefit is **attached to the home**, not the original owner.

Every future buyer inherits it.

The ballot you received says the Association will compensate only **27** of the original prepayers.

But the contracts clearly state that **all 53 parcels** still hold the benefit today.

If the Association is terminating this contractual right, then **all 53 homes must be compensated**, not just the original owners.

Using the Board’s own numbers, that means the obligation is not \$330,000 — but closer to **\$660,000**.

[Click here to see the list of prepayer homes.](#)

This is a serious issue that deserves full explanation before any vote is taken.

More information will follow shortly, including additional financial concerns that have not yet been shared with the membership.

For now, **please vote NO** until this is resolved.

Best regards, Pete

Delaire Homeowner

16822 Rose Apple Drive, Delray Beach, US

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