

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA**

CASE NO.:

SANDRA BEYER and ROBERT BEYER,  
Florida residents,

Plaintiffs,

v.

BOCA BRIDGES HOMEOWNERS'  
ASSOCIATION, INC., a Florida non-profit  
corporation, GRS COMMUNITY  
MANAGEMENT, INC., a Florida  
corporation, NICOLE ZOITAS, a Florida  
resident, SERGHINA DOUZE, a Florida  
resident, and JENNIFER COX, a Florida  
resident,

Defendants. \_\_\_\_\_ /

**COMPLAINT**

Plaintiffs Sandra Beyer and Robert Beyer, in proper person, hereby sue Defendants Boca Bridges Homeowners Association, Inc. ("HOA"), GRS Community Management, Inc. ("GRS"), Nicole Zoitas ("Zoitas"), Serghina Douze ("Douze") and Jennifer Cox ("Cox"), and allege as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over the subject matter of this action pursuant to Article V, Section 20 of the Florida Constitution and applicable Florida statutes governing civil actions and Florida Statute 34.01 where the amount in controversy exceeds \$50,000.

2. Venue is proper in Palm Beach County, Florida, under Florida Statute 47.051, as the county where the causes of action accrued.

3. Plaintiffs and Defendant HOA have participated in the statutorily required mediation, which ended in an impasse.

### **PARTIES**

4. Plaintiffs are homeowners within the Boca Bridges community located in Palm Beach County, Florida.

5. Defendant Boca Bridges Homeowners Association, Inc., (“HOA”) is a Florida not-for-profit corporation responsible for governing the Boca Bridges community.

6. Defendant GRS Community Management, Inc. (“GRS”) is a property management company contracted by the HOA to manage day-to-day operations of the community and to enforce community rules.

7. Defendant Nicole Zoitas (“Zoitas”), a Florida resident, member of the HOA Board of Directors and acted under color of HOA authority in the events described herein and in her individual capacity.

8. Defendant Jennifer Cox (“Cox”), a Florida resident, is an employee of GRS serving as the property manager for Boca Bridges during the relevant time period.

9. Defendant Serghina Douze (“Douze”), a Florida resident, is an employee of GRS serving as an assistant property manager for the Boca Bridges during the relevant time period.

### **GENERAL ALLEGATIONS**

10. Boca Bridges HOA is governed by a Declaration of Covenants, Conditions, and Restrictions (CC&Rs) and certain rules and regulations (“Rules and Regulations”), which requires

uniform and fair enforcement of community rules. The CC&Rs and Rules and Regulations are collectively defined herein as the “HOA Rules.”

11. The HOA Rules constitute a contract between the homeowners and the HOA.
12. Florida law prohibits selective enforcement of HOA Rules. The Florida Supreme Court has held that restrictions must be enforced uniformly or not at all. *White Egret Condominium, Inc. v. Franklin*, 379 So. 2d 346 (Fla. 1979).
13. The HOA and its officers and directors have a fiduciary duty to act in the best interests of all homeowners and to avoid arbitrary, discriminatory, or retaliatory enforcement of HOA Rules.
14. Over time, the concentration of power in a few individuals—combined with the inherently social nature of residential communities—can give rise to personal conflicts.
15. Disagreements over rule interpretations, personality clashes, or even unrelated neighborhood disputes can evolve into deeper animosity.
16. When these tensions are not managed professionally and impartially, they often spill over into the governance of the HOA.
17. In such environments, enforcement of rules may begin to reflect personal vendettas rather than objective standards.
18. Homeowners who fall out of favor with board members or management may find themselves disproportionately scrutinized, cited for minor or ambiguous violations, or subjected to punitive measures that others are spared.
19. Conversely, those with close ties to the board or management may enjoy leniency or outright immunity from enforcement.
20. Plaintiffs in this case have been subjected to such hostile treatment.

21. On April 7, 2025, Plaintiff Sandra Beyer (“S. Beyer”) was walking her two dogs within the Boca Bridges community, as she routinely does.

22. Without provocation or prior interaction, homeowner Thereza Wright-Morris (“Wright-Morris”) photographed one of Plaintiff’s dogs while it was defecating.

23. It is this seemingly small detail that revealed and spoiled the plot of Defendants before it began.

24. It is unclear whether Wright-Morris regularly photographs dogs while they are defecating. However, in this instance, Wright-Morris immediately texted both photos to her friend and business associate, Board Member Zoitas, alleging a violation of HOA Rules for failing to dispose of pet waste.

25. It is important to note that the photos do not show that S. Beyer did not pick up after her pet.

26. After reporting the alleged violation, text messages between Wright-Morris and Zoitas reveal that Wright-Morris followed Plaintiff home under the pretense of confirming her identity.

27. The text change may have been performative anticipating future readers.

28. Later text exchanges between the two parties were noticeably omitted from the records production evident from the records that were produced.

29. Defendant Zoitas, acting swiftly on this report, relayed the information to Defendant Cox at GRS to issue a notice of violation.

30. Plaintiffs contend that Zoitas, for unknown reasons, encouraged Wright-Morris to create difficulties for S. Beyer and that the false allegation is how Wright-Morris decided to contribute.

Plaintiffs have never met Wright-Morris.

31. If the absurdity of these events were not enough, more conspirators, unwitting and otherwise, joined the fray thereafter.

**Factual Allegations Demonstrating Selective Enforcement and Retaliatory Conduct**

32. On any given day, it is possible to drive the Boca Bridges community and find several rule violations.

33. For example, Defendant Zoitas has had pallets of construction material on her driveway for over 5 months.

34. Despite Cox's well-documented pattern of ignoring community-related messages from Plaintiffs, this report about Plaintiffs was treated with unusual urgency.

35. A formal notice of violation was issued the very next day, April 8, 2025, through the GRS homeowner portal.

36. The notice of violation lacked any identifying details, including the date, time, or location of the alleged offense.

37. The notice stated that a violation was being issued for "Not picking up pet waste and properly disposing." A notice of levy of the \$50.00 fine was issued before the hearing would be conducted.

38. Both notices failed to provide any specific facts of the violation causing Plaintiffs to wonder what this could possibly be about – because they would never not pick up after their pet.

39. On April 14, 2025, Plaintiff submitted a written response through the GRS portal questioning what the complaint had been lodged for, the same method by which the notice was received. As with most prior communications with Ms. Cox, no response was ever provided.

40. On April 28, 2025, S. Beyer submitted a formal request to inspect HOA records pursuant to her statutory rights under Florida law hoping that GRS and Cox would be communicative in this instance.

41. The request was sent via certified mail and email and was received by GRS on April 30, 2025. Plaintiffs sought to understand the basis of the violation and to review any supporting documentation.

42. Defendants have continued to withhold certain of the requested documents and surveillance footage, even after repeated certified requests and formal demands through counsel.

43. On May 15, 2025, a Sanctions Committee meeting was convened to address the alleged violation involving Plaintiff.

44. Five committee members were present—three via Zoom and two in person.

45. Shortly after the meeting began, Defendant Douze of GRS Property Management entered the room under the guise of being a mere observer.

46. During the meeting, Board Member Brian Doppelt described his role as “prosecutor” and distributed two printed pages of text messages exchanged between Wright-Morris and Zoitas.

47. Plaintiffs were given only seconds to review the messages.

48. The texts revealed that Wright-Morris had taken both the original photo of Plaintiffs’ dog defecating and a zoomed-in image of unidentified pet waste.

49. The messages included casual and inappropriate banter, such as Morris stating she was “Following her to see where she lives 😊,” and Zoitas responding with “Thanks love,” followed by “You’re a good spy.”

50. Plaintiffs attempted to highlight the complete lack of evidence tying them to a violation.

51. Doppelt continued to present the existing photos as evidence, and Plaintiffs continued to deny the allegation and highlight that he failed to meet his burden.

52. None of the Defendants realized that the photographic “evidence” did not prove in any way that Plaintiffs did not pick up after their pet. The photos only prove that Plaintiff was inexplicably photographed before any alleged misconduct occurred.

53. At the conclusion of the meeting, Plaintiffs asked to confirm if the meeting was concluded and if they were free to leave. Doppelt said “yes.”

54. Despite Plaintiffs’ dismissal, the hearing continued in their absence with additional testimony taken from Douze resulting in a lack of due process and furthering the inappropriateness of the HOA’s actions.

55. According to the minutes, Douze stated that in her opinion, Plaintiffs do not pick up after their dogs because of a site visit she made to their home.

56. This testimony from an unidentified time period and an unauthorized site visit was presented to the Sanctions Committee.

57. No records, reports or logs of any site visit exist. No site visit was scheduled or authorized, and the entrance interfered with Plaintiff’s quiet enjoyment of their home.

58. According to the official meeting minutes, a vote was taken directly after Douze’s defamatory testimony.

59. Notably, Plaintiffs had to request the copy of the meeting minutes more than four times with counsel and without.

60. It is evident that the intentional withholding of the minutes was due to the damning evidence contained therein with Douze’s testimony there in plain sight.

61. Due to the intrusion and trespass by Douze, Plaintiffs called the Palm Beach County Sheriff's Office ("PBSO"). PBSO's report indicates that GRS has confirmed that there were no outstanding work orders relating to Plaintiffs' home or other HOA business.

62. Plaintiffs assert that Defendants GRS and Cox instructed Douze to visit Plaintiffs' property for the purpose of supporting the violation in retribution for Plaintiffs asking Defendant GRS to enforce the rules of the community.

63. Plaintiffs further contend that Douze's testimony was not genuine but rather presented in a manner designed to justify the violation and improperly sway the committee's decision.

64. Following the meeting and upon reviewing the text messages between Zoitas and Morris, and upon learning that Douze had trespassed onto Plaintiffs' property, S. Beyer became deeply concerned about her personal privacy and the possibility of targeted surveillance.

65. The meeting minutes were not provided until August 14, 2025 nearly 3 months after the initial request, in direct violation of Florida Statute § 720.303(5), which mandates transparency and access to official HOA records. Other records remain outstanding.

### **CAUSES OF ACTION**

#### **COUNT I**

##### **Civil Conspiracy (Defendants GRS, Cox, and Douze)**

66. Plaintiff realleges and incorporates paragraphs 1–65 as if fully set forth herein.

67. Defendants Zoitas, Cox, Douze and GRS engaged in a concerted scheme to target Plaintiff S. Beyer with a knowingly false and defamatory accusation, and to enforce a baseless violation in retaliation for personal animus.

68. The actions of each Defendant were taken in furtherance of a shared objective: to punish and discredit Plaintiff S. Beyer through selective enforcement, denial of due process, and reputational harm.

69. Defendants communicated and coordinated with one another outside of official HOA procedures, bypassing standard enforcement protocols and statutory requirements for record access and homeowner rights.

70. This collaboration resulted in the issuance of a violation notice without evidence, the denial of access to records, the public humiliation of Plaintiff, and the continued refusal to comply with lawful requests through counsel.

71. The conspiracy was unlawful in its object and means violating Florida law governing HOA conduct, property rights, and causing the intentional torts of trespass, defamation and intrusion upon seclusion.

72. As a direct and proximate result of Defendants' conspiracy, Plaintiffs have suffered damages.

## COUNT II

### **Defamation (Against Wright-Morris, Douze and Zoitaz)**

73. Plaintiff reallege and incorporate paragraphs 1–65 as if fully set forth herein.

74. Defendant GRS is vicariously liable for the Wright-Morris made a false and defamatory statement to Defendant Zoitaz, a member of the HOA Board, asserting that S. Beyer failed to pick up after her dog.

75. This statement was made without any factual basis or supporting evidence. Defendant Wright-Morris possessed only a single photo of a dog in the act of defecating and a separate, unidentified image of pet waste. No video or sequential photos supported the claim.

76. Defendant Zoitaz, acting in concert with Wright-Morris, republished the false statement to Defendant Cox and others within the HOA and property management company, further disseminating the defamatory content.

77. These statements were made with actual malice or, at minimum, with reckless disregard for the truth, as Defendants knew or should have known that Plaintiff S. Beyer is a conscientious dog owner and that no evidence supported the accusation.

78. The defamatory statements have harmed Plaintiff's reputation within the community, and caused emotional distress and humiliation.

79. As a direct and proximate result of Defendants' defamatory conduct, Plaintiff S. Beyer has suffered damages.

### **COUNT III**

#### **Intrusion upon Seclusion (Douze and GRS)**

80. Plaintiffs reallege and incorporate paragraphs 1–65 as if fully set forth herein.

81. Douze intentionally intruded into Plaintiffs' private property where Plaintiffs had a reasonable expectation of privacy.

82. The intrusion would be highly offensive to a reasonable person.

83. As a direct and proximate result thereof, Plaintiffs have suffered damages.

## COUNT IV

### **Selective Enforcement (Against HOA)**

84. Boca Bridges is governed by the HOA Rules that attempt to provide a standard of living that all homeowners can expect – such as predictable upkeep, maintained curb appeal, consistent landscaping, lighting, and signage (the “Maintenance Standards”).

85. Defendants selectively and sporadically enforce the rules relating to the Maintenance Standards.

86. Defendant HOA has enforced rules against Plaintiffs and has not enforced similar rules against other homeowners.

87. Numerous violations exist every day that are in plain sight, but Defendants fail to act.

88. Defendant HOA does not have a legitimate reason for the disparate enforcement or treatment.

89. As a direct and proximate result of Defendants’ conspiracy, Plaintiffs have suffered damages.

## COUNT V

### **Breach of Contract (Against HOA)**

90. Boca Bridges is governed by the HOA Rules that attempt to provide a standard of living that all homeowners can expect – such as predictable upkeep, maintained curb appeal, consistent landscaping, lighting, and signage (the “Maintenance Standards”). The Maintenance Standards and HOA Rules are a contract with the homeowners.

91. Defendants selectively and sporadically enforce the rules relating to the Maintenance Standards.

92. Defendant HOA has enforced rules against Plaintiffs and has not enforced similar rules against other homeowners.

93. Numerous violations exist every day that are in plain sight, but Defendants fail to act.

94. Defendant HOA's conduct constitutes a breach of the contract between the HOA and homeowners.

95. As a direct and proximate result of Defendants' conspiracy, Plaintiffs have suffered damages.

#### **COUNT VI**

##### **Breach of Fiduciary Duty (Against HOA and Zoitas)**

96. Plaintiff reallege and incorporate paragraphs 1–65 as if fully set forth herein.

97. Defendants HOA and Zoitas owed Plaintiffs and all homeowners in Boca Bridges a fiduciary duty to enforce rules fairly and to act in the best interests of the community.

98. Defendants breached this duty by engaging in retaliatory conduct, denying access to records, and enforcing baseless violations.

99. As a direct and proximate result of Defendants' conspiracy, Plaintiffs have suffered damages.

100. Plaintiffs seek compensatory and punitive damages.

#### **COUNT VII**

##### **Violation of Florida Statutory Right to Records (Against GRS and HOA)**

101. Plaintiff reallege and incorporate paragraphs 1–65 as if fully set forth herein.

102. Pursuant to Fla. Stat. § 720.303(5), homeowners have a right to inspect official records of the association.

103. Defendants refused to provide access to requested documents and surveillance footage, in violation of statutory obligations.

104. As a proximate cause therefrom, Plaintiffs have suffered damages.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that this Court:

1. Enter judgment in favor of Plaintiff on all counts;
2. Award compensatory damages;
3. Award punitive damages as the court may allow;
4. Order injunctive relief requiring the HOA and GRS to cease selective enforcement and provide access to requested records;
5. Award attorneys' fees and costs pursuant to Fla. Stat. § 720.305; and
6. Grant such other and further relief as the Court deems just and proper.

Dated: October 6, 2025.

Respectfully submitted,

/s/ Aaron M. Polonsky

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