

Where We're At With The Park Owners

Spanish Lakes Golf Village
Homeowner's Association
June 2, 2022

Illegal tax pass-through

- The attempted Wynne tax pass-through was illegal because
- There was no corresponding decrease in rent
- When challenged with legal action (mediation) by the HOA the pass-through was rescinded
- If unchallenged, some of our folks would have had a 12% increase
- If unchallenged, 50% this year, 100% next year

That didn't work, so try something else

- Illegally increase rent
- Illegally collect rent
- Continue to allow parks to deteriorate
- In general, make life miserable for our friends and neighbors
- Back to mediation!

Mediation: no agreement

- Our mediation - FAILED!
- Confidential - nondisclosure
- Could not agree on one critically important issue
- Country Club Mediation - FAILED
- Spanish Lakes 1 Mediation - FAILED!

Some positive mediation results the next day

- After years of neglect, delay, and prevarication, the day after, and because of, mediation, some good things were started:
- Disgusting Wynne owned properties get a make-over
- Swimming pool repairs started
- Trees trimming started
- Wood shop is now open for resident use
- Potholes being patched

On may 17 we got a Wynne inter-office email by mistake

Good morning,

We're going to be sending out mailings to Golf Village residents, CCV mobile homeowners and SL1 mobile homeowners. We will be sending the mailings to both local and northern addresses. There will also be a self-addressed stamped envelope included for the residents to return a signed form to us. Please let me know the number of mailings for each community, so when the letters are ready I can get a quote from the printer.

Please check inventory of labels and envelopes that we will need.

The balance in the postage meter should be \$6,099.84 soon, after our check clears, and I'm preparing another \$3,000 check to replenish.

Susan LaFleur
Executive Secretary
Wynne Building Corporation
8000 South US 1, Suite 402
Port St. Lucie, FL 34952

Meeting with Wynne Management on May 18

- Elevator
 - Who are you?
- Change location
- Room set-up
- Smile and nod and say no
 - Condescending
 - Arrogant

Meeting room or tribunal?



Meeting room, waiting.....



May 18 meeting agenda

1. Lighting in the park
2. Bocce court
3. Street maintenance
4. Tree trimming
5. Swimming pool and whirlpool maintenance
6. Waste removal
7. Access to Woodshop
8. Signage
9. Condition of park owned properties
10. Architectural Control Committee
11. Communication
12. Approval processes for buyers/homeowners

Lighting in the parking lot

- Clubhouse parking lot – *Will repair and do maintenance within 2 weeks and then evaluate. Two weeks was yesterday*
- Bucket truck still broken after 3 or 4 years but will be repaired “in a few days”.
- No commitment to meet standards.
- When asked about lighting at other parks
- **The City of Port St. Lucie didn't allow us to fix your lighting!**

Other Park Lighting

- Clubhouse walkways - *Will repair and maintain within 2 weeks and then evaluate. No commitment to meet standards. (Two weeks is up on June 1)*
- Handicap parking and building access - *Will repair and do maintenance within 2 weeks and then evaluate. No commitment to meet standards. (Two weeks is up on June 1)*
- Street lights - *Will repair and do maintenance within 2 weeks. (Two weeks is up on June 1)*

Bocce court

- Bocce court sidewalk - *Will replace sunken pavement to remove trip hazard. (No time given)*

Street maintenance

- Potholes - *Will repair within 2 weeks (Two weeks is up on June 1)*
- Cracks with growing vegetation - *Will repair within 2 weeks (Two weeks is up on June 1)*
- Deteriorated curbing - *Will repair within 2 weeks (Two weeks is up on June 1)*
- May 25 – some potholes being patched, repair of vegetation filled cracks and deteriorated curbing not evident

Tree trimming

- Camino de Entrada, at the clubhouse, golf course, other recreational facilities – *“Ongoing”*.
- Wynne owned houses – *Done!!!!*.
- Trees in front of every home (planted by the park owners) - *Ongoing. Will trim common but not “natural” areas, will not trim Washingtonian palms.*
- *No commitment to finish time or future activities*

Swimming pool and whirlpool maintenance

- Cracks in tiles, coping, etc.
- Mold – *“Tested twice a day”*
- Bathing suit deterioration – *“Tested twice a day”*
- Some damaged and loose tiles have been repaired.
- Alternate materials will be used to close gaps in coping.
- Tiles came loose on floor of pool again.
- *No real resolution or agreement. No time frame given.*

Waste removal

- Prospectus - twice a week, provided by Wynne Building Corporation.
- *Wynne position:*
 - *Basically, up to town.*
 - Waste Pro is the only approved/licensed hauler. (WHAT??)
 - There has been an increase in cost of 25% in the past 2 years. (HUH??)
 - The city is selecting a new waste company this week. (SO...???)

Access to Woodshop

- Woodshop is now open for resident use!
- Were not informed before meeting with park owners
- Too bad it hasn't been open for years

Signage

- Offensive, demeaning, patronizing, and otherwise embarrassing sign pollution:
 - CBS homes
 - “We Love Living Here” and “Make New Friends” - *Day care center*
 - Advertising home sales and financing
 - Other commercial advertising
- Wynne position:
 - They stated that the signs help advertise for them. *NOT OUR PROBLEM!*
 - They will work on reducing the number of signs. Did not commit to date/number.
- They did agree to install “Private Property”, “Fishing by Residents Only”, and “Catch and Release” signs at lakes. *Wonder when this will happen – strangers in backyard!*

Condition of park owned properties

- Some problems have been addressed and resolved.
 - Mold, dirt, stains, and mildew – power washed and painted.
 - Trees and shrubbery - trimmed
 - Trash, debris, and excessive stored goods – removed
 - Rotted decks and siding – removed/replaced
 - Driveways - painted
- We thanked them for work to date.
- Some damaged siding, trim, windows remain.

Architectural Control Committee

- No written standards – *and won't be – too hard*
- No HOA/resident participation. – *and won't be.*
- Prior verbal permissions. – *Null and void, not written, didn't happen*
- Inspection before issuance of owner's badge. – *Now, no wait time? We'll see!.*
- Wynne position:
 - What is acceptable on the property one year is not necessarily acceptable the next year!
 - Just because we "missed" something for years doesn't mean we can't "find" it now and make you take it down!

Communications

- Bulletin boards
 - HOA board is between restrooms
 - Desk staff will post social and club notices on the other bulletin boards.
 - Unfortunately, desk staff and social director were not informed of this.
- Lack of response to mail and email –
 - Letters are “always answered” (Registered letter 3 years ago “was answered”, because “we always answer!”, we apparently just didn’t know we got it!)
 - Emails are “always answered”
 - They don’t see this as a problem!
- Email address for concerns/complaints not in last several newsletters. *So, what does this mean???*

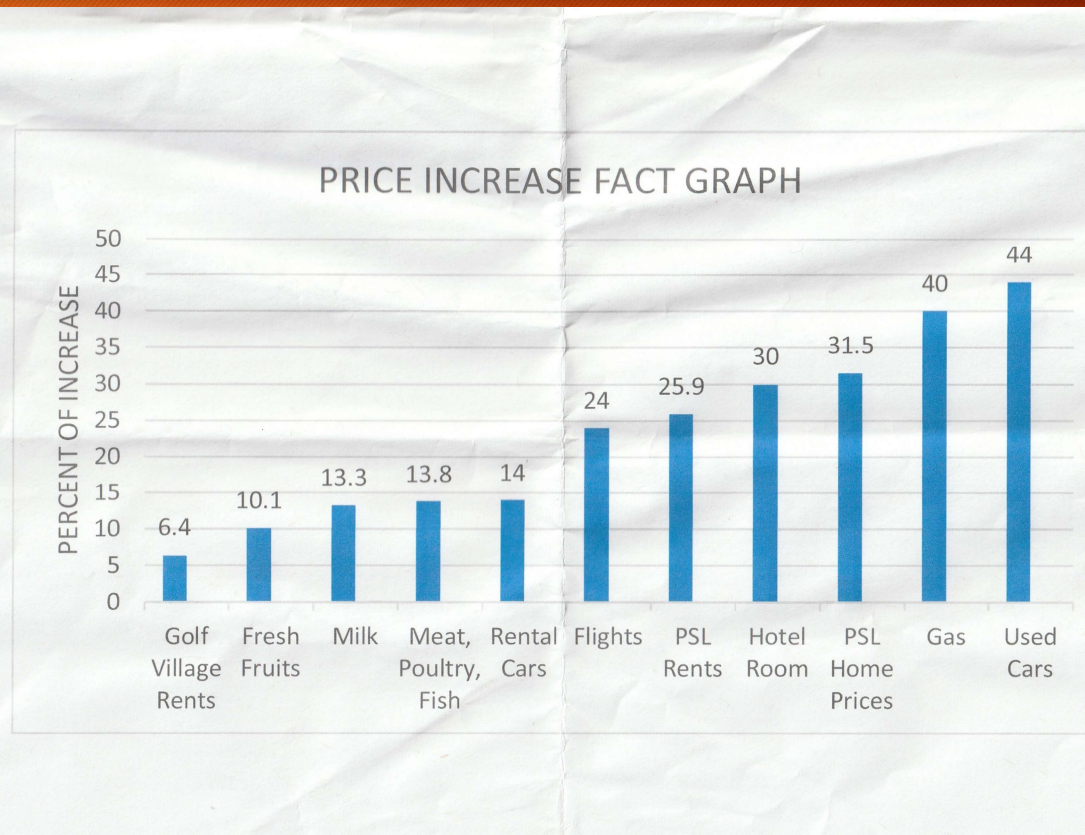
Approval processes for buyers/homeowners

- Background checks
 - *Will not waive fee*
 - *But, they “will complete within 2 weeks”. We’ll wait and see.*
- Background check fee
 - *No agreement.*
- Background checks for current Spanish Lakes Golf Village owners moving within Golf Village or to another Spanish Lakes Park.
 - *No agreement.*
 - *“Their credit rating may have tanked while they were living here”*
- Well, yeah! Maybe because they couldn’t afford the rent increases!

At end of meeting.....

- Joel Wynne slowly read a list of rent and CPI increases over past 10 years
 - Much more about this misleading nonsense in a few slides
- Joel Wynne presented “inflation chart”
- We asked that written documentation of the meeting be prepared and mutually signed
- Were told the meeting was for discussion only and there would be no written record (*If it's not written it never happened!*)
- We said we understood a letter is being mailed to everyone and requested a copy of the letter.
- Were told it was a request for resident support of park management and we could read the letter at the same time as everyone else “in a few days”.

Joel Wynne “inflation chart”



Anticipated Wynne letter and your proactive dispute committee prepared response

- Decided to alert and caution all our people before the Wynne letter could unexpectedly arrive
- Delivered the alert letter to every house in Golf Village
 - **Thank you Doreen & Russ!**
- Emailed to everyone we could and posted on HOA web-site
 - **Thank you Susan!**

Wynne letter

- Where is it????

Three Park Meeting on May 31

- Country Club Village, Golf Village, Spanish Lakes 1
- Already had agreed not to give up, NOT an option!
- Discussed strategy going forward
- Hope for settlement
- Pursue combined litigation if it is necessary
- Share and minimize attorney costs

Our response 1

Dear Mr. Wynne,

Thank you for your letter asking me to consider supporting the park owners in the present dispute.

For me this is not a one side or the other issue - it comes down to right and wrong. The legal action is not an assault on Wynne Corp. It is a defense of our rights as home owners. You initiated this action when you sent letters telling us you were illegally passing on land taxes. We got our HOA to defend us against this action. They hired an attorney and, with the unanimous consent of members at the meeting, formed a homeowner's dispute committee. The proposed tax pass-on was subsequently withdrawn, and our committee agreed not to continue to mediation.

Response 2

However, you immediately reignited the conflict with further illegal actions such as increasing rent without justification, without proper notice and without addressing critical maintenance and service issues guaranteed under State Statute and stated in our prospectus.

We have signed statements of dispute which give our Committee authority to take the matters to litigation and even appeal if necessary. Furthermore, we have committed to fund all costs up to judgment and appeal. We are aware that we may recover some of those costs under certain circumstances, but the population is committed to see this through.

Response 3

At arbitration and litigation our attorney will argue that you, the park owners, are not entitled to any lot rental increase because you are not providing maintenance and services required by the prospectus, Florida Statute 723 and usual and customary practices. This allegation is supported by more than 50 pages of documentation including photos and narrative. If the arbitrator or the judge and/or jury agree, the rent increases would be withdrawn and represent a saving to over 700 owners of more than \$300,000 for this year. Our attorney believes we have a very strong case.

Response 4

He will further argue that the 3.5% lot rental increase sent out to owners with leases renewed in November 2021, must be maintained throughout the next 11 months to all residents, at this same rate. This is not only established in F. S. 723, but is supported by years of precedent and many letters issued and signed by Wynne family members. If the arbitrator or the judge and/or jury agree, the rent increases would be reduced and represent a saving to over 700 owners of more than \$160,000 for this year.

Response 5

He will further argue that lot rental increase re-issued for those leases which renewed in November, December 2021 and January, February 2022, are illegal because they fail to give the 90 day notice as required by the prospectus and F. S. 723. If the arbitrator or the judge and/or jury agree, the rent increases would be reduced and represent a saving to over 150 owners of over \$8,000 this year.

In all cases, action or lack thereof, is contrary to State Statute 723, our Prospectus, usual and customary practice and our probability of a favorable verdict is high.

See you in court!

Actual Wynne rent 10 year increase

Golf Village 10-Year Rent Increase History

YEAR	Rent Increased by CPI			Actual Rent Increase		
	Annual CPI	Accumulated	Avg. Rent	Annual	Accumulated	Avg. Rent
2011	3.2	1.032	\$3,882,338.31	3.6	1.036	\$3,882,338
2012	2.1	1.054	\$4,006,573.14	2.0	1.057	\$4,022,102
2013	1.5	1.069	\$4,090,711.17	2.0	1.078	\$4,102,545
2014	1.6	1.087	\$4,152,071.84	2.0	1.099	\$4,184,595
2015	0.1	1.088	\$4,218,504.99	2.1	1.122	\$4,268,287
2016	1.3	1.102	\$4,222,723.50	2.6	1.152	\$4,357,921
2017	2.1	1.125	\$4,277,618.90	2.6	1.182	\$4,471,227
2018	2.4	1.152	\$4,367,448.90	2.8	1.215	\$4,587,479
2019	1.8	1.173	\$4,472,267.67	2.9	1.250	\$4,715,929
2020	1.2	1.187	\$4,552,768.49	3.1	1.289	\$4,852,691
2021			\$4,607,401.71			\$5,003,124
2021 actual rent based on 700 rent paying units at November and December 2021 actual avg. rent						
10 Year Rent Increase - CPI Increase Ratio					1.086	
10 Year Rent Increase - CPI Increase Difference - %					10.19%	
Total Rent with 10-Year Annual CPI Increase					\$4,607,402	
Total Rent with 10-Year Actual Increase					\$5,003,124	
10-Year Overcharge					\$395,722	

Social security, CPI, and rent

Actual Effect Of Wynne 10-Year Rent Increase

Year	SS Increase	Social Security	Rent Increase	Rent	Actual	Money Left After Paying Rent			
						CPI Increase	Adjusted for CPI	Net Loss	
2011	Base	\$1,000	Base	\$500	\$500	Base	\$500	\$0	0.0%
2020	17.7%	\$1,177	28.9%	\$645	\$533	18.7%	\$449	\$-51	-10.3%

Importance of low increase in 2021

Effect of 2021 Rent Increase on Future Rents

Year	Rent Inc.	Rent	Rent Inc.	Rent	Rent Inc.	Rent	Rent Inc.	Rent
2020		\$700		\$700		\$700		\$700
2021	0.0%	\$700	3.5%	\$725	5.0%	\$735	7.5%	\$753
2022	7.5%	\$753	7.5%	\$779	7.5%	\$790	7.5%	\$809
2023	5.0%	\$790	5.0%	\$818	5.0%	\$830	5.0%	\$849
2024	5.0%	\$830	5.0%	\$859	5.0%	\$871	5.0%	\$892
2025	5.0%	\$871	5.0%	\$902	5.0%	\$915	5.0%	\$936
2026	5.0%	\$915	5.0%	\$947	5.0%	\$960	5.0%	\$983
2027	5.0%	\$960	5.0%	\$994	5.0%	\$1,008	5.0%	\$1,032
2028	5.0%	\$1,008	5.0%	\$1,044	5.0%	\$1,059	5.0%	\$1,084
2029	5.0%	\$1,059	5.0%	\$1,096	5.0%	\$1,112	5.0%	\$1,138
2030	5.0%	\$1,112	5.0%	\$1,151	5.0%	\$1,167	5.0%	\$1,195
2031	5.0%	\$1,167	5.0%	\$1,208	5.0%	\$1,226	5.0%	\$1,255
Loss		BASE		\$41		\$58		\$88
In 10th Year		BASE		\$490		\$700		\$1,051
Over 10 Yrs.		BASE		\$4,269		\$6,099		\$9,148
Wynne 10 Yr. Take		BASE		\$3,073,855		\$4,391,221		\$6,586,832

Illegal monthly increase

- Rents are to uniformly increased annually, not monthly
- Annual notice was given last year that increase starting November 15 would be 3.5%
- Illegal monthly increases vary from 5.3% to 7.5%

Newest atrocity

- *SLGV Neighbors Helping Neighbors* Food deliveries from Treasure Coast Food Bank for park residents in need have been cancelled by park management
- Email sent to park to park management by *Neighbors Helping Neighbors* on Friday May 27 is on next slide, still no reply:

I spoke to Patti Rossi today and she confirmed the rumor that the food truck was being canceled.

The food bank delivers 50 boxes of food to the clubhouse each month. We have 44 residents and 6 employees have signed up to receive food.

Our Spanish Lakes Golf Village residents are experiencing food insecurity. The price of food, gas, RENT and other services are rising. Neighbors helping neighbors' volunteers deliver food to 20 of our residents who cannot get to the clubhouse to pick up the boxes.

The news is filled with stories of coming worldwide food shortages which will surely increase food prices further.

Please explain why our residents are being cut off from this free and needed service.

Richard Zwack

Our attorney's response

The club house is there for your use, so they can not cut you off from using it to deliver food.

Yes I would say it is retaliation.

My advice keep doing what you have been doing.

Bob

Robert B. Burandt, Esq.

BURANDT, ADAMSKI, FEICHTHALER, & SANCHEZ, PLLC

1714 Cape Coral Parkway East

Cape Coral, Florida 33904

What to do?

- Neighbors Helping Neighbors is on top of this
- If they ask for your help, give it!
- Contact park management and let them know how you really feel about hungry people

What's left to do - rent?

- Refund \$8110 rent collected illegally without 90-day notice
- Adjust this year's rent increase to 0%, 3.5%, or 5%
 - Lowest we can get!
- Same rate for everyone
- Refund difference already collected at higher percentage
- All future rent increases to be annual and not monthly
- All future increases to be based on current CPI or less

What else is left to do - safety?

- Clubhouse exterior and parking lot lighting to be repaired, upgraded, and maintained to usual and customary standards of safety.
- All ADA lighting standards and requirements to be met or exceeded.
- Street lighting to be repaired, upgraded, and maintained to usual and customary standards of safety.
- Repair bocce court walkway trip hazard.
- Continue street pothole and crack repair.
- Discrete no trespassing and fishing regulation signs to be posted at all lakes

Somebody was tired of waiting!



What's left to do - appearance?

- Siding repairs on Wynne owned properties
- Entrance signs - commercial, advertising, and otherwise offensive and embarrassing signs to be removed.
- Trees that park owners are responsible for are to be trimmed and maintained on a regular basis to usual and customary standards.
- Streets and cul-de-sacs are to be kept clean

What's left to do - relations with owners?

- Architectural Control Committee
 - Must grandfather existing
 - Presumptive easement?
 - HOA representative
- Approval of new owner's 2 weeks max
 - Fee to be refunded upon approval
- Approval required to move within Spanish Lakes to be discontinued.
- Written agreement that all communications from owners will be answered in 5 business days or less.
 - Penalty for non-compliance
- Written agreement that all bulletin boards to remain in place and accessible for club and HOA notifications

Who we are not

- We are not people who make up justifications for our actions
- We do not mislead with partial truths
- We do not fail to understand the difference between right and wrong
- We do not muddy the waters with irrelevant information
- We do not try to make the illogical appear logical
- We do not knowingly speak falsehoods
- We do not intimidate, hold in contempt or patronize others and we are not arrogant
- We do not break the law
- We do not have to hide behind a remote control elevator because we have made people so angry!

Who are the good guys?

- We are defined by who we are not
- We are also defined by who we are
- The sum of the two is called character
- We are not the bad guys here

Famous saying

- The only thing necessary for evil to triumph is for good men to do nothing.
- We must not do nothing!
- We have to do whatever is necessary!

Going forward - Hang tough

- Already have accomplished some very good things
- Work for and hope for a settlement, but.....
- **MUST** be prepared to litigate and, if necessary, to appeal
- That means we must have the financial resources to do so
- If there is any doubt in our resolve, we will not prevail!

Thank you

- HOA Board and HOA Dispute Committee
- Statement of dispute canvassers
- People who signed one or both petitions
- People who have worked at the grill
- People who have supported the grill
- People who have supported any other HOA function or activity
- People who have made donations
- People who have talked about these issues with their neighbors
- People who have prayed for our success
- People who have wished us well