

Dear Mr. Wynne,

Thank you for your letter asking me to consider supporting the park owners in the present dispute. I have reviewed it carefully and, despite the “fun” lottery you are attempting to bribe us with, I will not be signing your form.

For me this is not one point of view vs. another point of view. It’s a question of right vs. wrong. The legal action we’ve taken is not an assault on Wynne Corp. It is a defense of our rights as homeowners. You prompted this response 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 on our behalf and, with the unanimous consent of members at the meeting, formed a homeowners dispute committee and worked diligently to block your illegal action.

Your letter implies that our efforts to defend ourselves against the pass-on tax were not worth the time, effort and money. For the record, while the letter you sent purports to state facts, your “facts” are inaccurate. While I’m no mathematician, I calculate a 3.5% increase on a \$650 lot rent as \$22.75, which with the added \$34.35 tax pass-on you proposed comes to an increase of \$57.10 per month, not \$46.95. That would have been an 8.8% increase. And for someone with a lot rent of \$449, the total increase would have been \$50.07 – an 11.2% increase. In “fact” none of the increases were below 8%, and some were nearly 12%! That was outrageous and that’s why we banded together to fight it. We were very relieved when the proposed tax pass-on was withdrawn and our committee agreed not to continue to mediation.

Unfortunately, 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 again signed statements of dispute giving our Committee authority to take the matters to mediation, litigation and even appeal if necessary. We were and are committed to defending ourselves by seeing this through.

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 is supported by more than 50 pages of documentation including photos and narrative. If we prevail, the rent increases would be withdrawn, representing a collective savings of more than \$300,000 to over 700 owners for this year. Our attorney believes we have a very strong case.
- 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 we prevail, the rent increases would be reduced and represent a collective savings of more than \$160,000 to over 700 owners for this year. Our attorney believes we have a very strong case.
- The 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. Again, if we prevail, the rent increases would be reduced and represent a collective savings of over \$8,000 to over 150 owners this year. Our attorney believes we have a very strong case.

While none of us wants this conflict, you started and have continued it with unfair and illegal practices, and we have to defend ourselves. 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. We will see you in court.

Sincerely,
Concerned SLGV Homeowner