

Golf Village Trash Collection Fees

Our Prospectus clearly specifies that trash collection is to be provided by Spanish Lakes and the cost is included in our rent (pertinent section is attached).

Historically, there has been no charge to an individual home owner for any type of trash removal. Normal household refuse, "bulk trash", furniture, appliances, and large landscape items have all been removed at no charge to any Golf Village home owner. This has recently changed. When owners call *Waste Pro*, for "bulk" trash pick-up, they are informed that the Golf Village owner must pay a \$50.00 per visit charge plus a \$50.00 per item charge for "bulk" pick-up. The caller is also told that the charge is the result of a recent change to the contract between *Waste Pro* and *The Wynne Building Corporation*. Also, recent notifications in the Golf Village Newsletter, published by the park owners, alert residents that they will now have to pay for "bulk" trash pick-up.

The following needs to be clearly understood:

1. The Prospectus does not exclude "bulk" trash from the park owner's responsibility to pay for trash removal. Therefore, it is included.
2. Historical precedence attests that for 40 years the park owners have accepted the responsibility for paying for this service.
3. The change to the contract has nothing to do with, and does not in any manner void, the requirements and responsibilities for trash removal the Prospectus assigns to the park owners.
4. The park owners could have easily agreed to continue paying for bulk pick-up, as they have done in the past, and the contract could have been so written.
5. If, for some bizarre reason, *Waste Pro* would not agree to a contract where the park owners continued to pay for "bulk" trash pick-up, there is nothing prohibiting the park owners from contracting with a different vendor. In fact, it would seem it would be required they do so in order to fulfill the obligations they have agreed to in the Prospectus.
6. It therefore seems clear that the refusal to honor the responsibility mandated by the Prospectus was not only easily avoidable, but may have been deliberate on the part of the park owners.

So, there is no doubt that there has been a reduction in service. Let's look at what Florida Statute 723 has to say about this (pertinent sections attached).

1. *A reduction in a service previously provided by the park owner requires a corresponding reduction in rent.* Has anyone seen a rent reduction lately? Interestingly, it specifically says it applies to a service that was "*previously provided*", which is not in dispute.
2. *The park owner must provide 90 written notices to each owner and to the HOA before any reduction in service occurs.* Raise your hand if you got a written notice. Because there was no notice, it looks like the reduction in service violates Florida law.
3. *A homeowners committee can request a meeting with the park owners, no later than 60 days before the effective date of the reduction in service, to discuss the reduction in service. At this meeting the park owner must give specific justification for the change.* We didn't have a meeting because we were never notified there was a reduction in service. Therefore, we have absolutely no idea what the park owners believe the justification could possibly be.

We do not believe that this is a simple "fumbling" of their required adherence to the law, and that, given the timing, it very well may be retribution because the homeowners of Golf Village had the audacity to sue the Wynne Building Corporation.

If you have been required to pay a fee to have trash removed, we strongly suggest that you consider seeking legal counsel and/or take the park owners to Small Claims Court. It is relatively inexpensive, you can recover your expenses, and you can easily, if you choose to do so, represent yourself. If you need help filing the claim, let us know.

Remember this: if you lay down and let people walk on you, you become part of the sidewalk. **Stand up and fight! It only takes one person to win in order to end this!**

Prospectus and Florida Statute 723 References

PROSPECTUS:

<i>Service</i>	<i>Supplier</i>	<i>Billing Agent</i>	<i>Billing Frequency</i>
<i>Garbage Collection (twice-weekly)</i>	<i>Spanish Lakes</i>	<i>Included in base lot rental</i>	<i>n/a</i>

FLORIDA STATUTE 723:

723.031 Mobile home lot rental agreements—

(3) No user fees shall be charged by the park owner to the mobile home owner for any services which were previously provided by the park owner and included in the lot rental amount unless there is a corresponding decrease in the lot rental amount.

723.037 Lot rental increases; reduction in services or utilities; change in rules and regulations; mediation —

(1) A park owner shall give written notice to each affected mobile home owner and the board of directors of the homeowners' association, if one has been formed, at least 90 days before any increase in lot rental amount or reduction in services or utilities provided by the park owner or change in rules and regulations.....

(4)(a) A committee, not to exceed five in number, designated by a majority of the affected mobile home owners or by the board of directors of the homeowners' association, if applicable, and the park owner shall meet, at a mutually convenient time and place no later than 60 days before the effective date of the change to discuss the reasons for the increase in lot rental amount, reduction in services or utilities, or change in rules and regulations. The negotiating committee shall make a written request for a meeting with the park owner or subdivision developer to discuss those matters addressed in the 90-day notice, and may include in the request a listing of any other issue, with supporting documentation, that the committee intends to raise and discuss at the meeting.

(b)1. At the meeting, the park owner or subdivision developer shall in good faith disclose and explain all material factors resulting in the decision to increase the lot rental amount, reduce services or utilities, or change rules and regulations, including how those factors justify the specific change proposed. The park owner or subdivision developer may not limit the discussion of the reasons for the change to generalities only.....