A HISTORICAL RECORD OF SWISS GOLF & TENNIS HOMEOWNERS ASSOCIATION

And Other Interesting Particulars

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(An undertaking authorized and promoted on behalf of the Swiss Golf & Tennis HOA, Inc)

During late summer of 2001, I came to the realization that there is a great deal of history regarding our community that had never been organized and committed to writing. I felt that an attempt to do this would be a worthwhile exercise. Since that time I have interviewed some of the first residents to obtain their impressions and remembrances, researched old Homeowner Association files, meeting minutes, and past issues of THE ALPENHORN. Old copies of the Century Communities Chronicle were also made available to me. The Chronicle was a publication of our park owner, Century Realty Funds, which contained articles of interest from many of their parks and was intended to expand interest in these fledgling communities for advertising purposes, as well as to inform existing residents of activities taking place within those communities. It contained advertising for the several services that CRF provided, such as loans, insurance, and travel services. It also contained a number of human-interest articles.

FIRST ORGANIZATION

In 1985 a group of interested and motivated residents met to form an organization to administer the affairs of the community; to provide for social events, as well as to create a united voice with which to communicate with the management and owners of the park. They called themselves, THE COMMITTEE. Dave Gorte was appointed CHAIRMAN, and the others were referred to as COMMITTEEMEN. Members were Dick Cortelli, Dave Gorte, Edward Hamel, Myron Ostlund and Paul Reigner. Soon after organizing, the names of Rae Day appeared as Treasurer, and Dottie Hibbler as Secretary. In 1986 the group reorganized, calling themselves THE ASSOCIATION and elected officers similar to those of the original committee. In early 1987 'The Association' was incorporated. Myron Ostlund was president that year, followed by Edward Hamel in 1988, Connie McNutt in 1989, Bud Clark in 1990, Terri Dubert in 1992, Len Kusch in 1994-1995, Botz Burda in 1996, Connie McNutt again in 1997-1998, followed by Peter Phelps in 1998, to the present. Officers and Directors were elected for one-year terms; thus we witnessed the rapid succession of presidents early on. There has been only one hotly contested and divisive campaign for the presidency, and that was the year that Bud Clark defeated Connie McNutt for the office in 1990.

ORIGINAL INCORPORATION

The association was incorporated as Swiss Golf and Tennis Club Homeowners Association, Inc., a not for profit corporation, on February 23, 1987. The attorney was James T. Joiner, Esquire, of Winter Haven. (Note that when it was re-incorporated in 1998 that the word "club" was deleted from the name of the new corporation). Apparently neither any member of the Committee nor Mr. Joiner were aware of the existence of Florida Statute 723, which authorized homeowner associations. As a result, none of the steps necessary to create a valid Chapter 723 mobile homeowners association were taken. The original charter had many serious flaws, and so the new corporation was not properly formulated and documented as required by that law. Two thirds of the homes occupied by residents must REQUEST IN WRITING representation by a homeowners association, and this was not done. What they did do, was to have the residents approve the set of bylaws that had been developed, apparently thinking, incorrectly, that this would legitimize the association. (Reincorporating in 1998 had to be done to correct this omission).

In 1988 Edward Hamel succeeded Myron Ostlund and, apparently had heard that FMO had attorney's that would give opinions for $35 on matters relating to homeowner associations. He was obviously concerned about compliance with FS 723. Thereupon, he contacted John T. Allen, Esq., of St. Petersburg regarding our charter and bylaws. He was advised that they were not in compliance with FS 723 and was given a list of corrections that had to be made to enable the corporation (homeowners association) to legally represent its members. Several of his recommendations were addressed. He also urged Mr. Hamel to have a right to purchase instrument filed with the Circuit Court in Bartow, and to make substantial changes in the bylaws. In letters from Attorney Allen on March 8, 1988 and as late as August 6, 1992 he stated that he doubted that our association was properly incorporated, and also advised that our bylaws were not in conformity with Florida Statute 723. In both instances his advice was ignored. Attorney Allen expressed doubt that original signatures had been secured from residents to request representation, as was the case, but nothing was ever done to correct this omission until 1998.

FORMATION OF THE " ASSOCIATION OF ASSOCIATIONS "

In 1986 there was an attempt to create an " Association of Associations " among the then 10 parks that Century Realty Funds had built or had purchased and were operating. Already there was a common thread of dissatisfaction with promises not kept, alleged misleading advertising, poor lighting, poor maintenance of common areas, poor home installations, lack of promised security, and the ever present poor drainage on streets, affecting all ten communities. Coupled with this was the impression that park managers as well as CRF officials in Lakeland did not respond to resident's complaints, and there was no apparent chain of command through which complaints could be directed. Members of this group complained that Ray Moats and Larry Maxwell, who were regarded as the owners of CRF, would refer complaints to their attorneys, and then neither they nor management would become involved in resolution of problems. The first meeting of the association took place on June 17, 1986 at Beacon Terrace. Those minutes listed problems common to many of the parks, recited above. The next meeting of the association was held at Swiss Golf & Tennis, and the following is a quotation from the October 29, 1986 minutes of that meeting of the ASSOCIATION OF HOMEOWNERS' ASSOCIATIONS OF CENTURY COMMUNITIES.

Quote: " The problems that have plagued this park are basically the same as at the other parks concerning security, false promises, poor resident manager performance, service problems and rubber lot lines ". " Under old business, a Mr. Carey indicated that attempts to contact Mr. Maxwell concerning the associations' mutual problems were fruitless as no "phone contacts" were returned. He said that eventually Ray Moats called to inform Mr. Carey that he could handle the problems, but when appraised of the problems, indicated that "nothing could be done". Also, at this meeting there was a reference to an investigation by the DBPR, Bureau of Motor Homes. " It appears that the State is investigating Century for false advertising." the minutes went on to recite. These complaints were not confined to one or two of their communities, but to several. Exchanges among the parks revealed that as late as October 1, 1986, some of their park residents were not yet given prospectuses, which, if true, was a clear violation of existing law. Recognizing the commonality of problems with CRF, several meetings of the Association of Associations were held in an attempt to seek solutions. The first was on June 17, 1986, followed by others on August 15, 1986, September 24, 1986, December 10, 1986, February 9, 1987 and April 6, 1987. This group apparently died a natural and predictable death, as there seems to be no further reference to it in succeeding years. History seems close

to repeating itself with the formation in 2000 of Concerned Century Communities, with our Association and its President, Peter Phelps being in the forefront of this initiative to challenge unreasonable resale lot rent increases in all 14 of their parks. This group again is showing apathy and very well may disband without greater participation and unity of purpose.

ATTEMPTS TO AMEND BYLAWS

It is interesting to read correspondence, minutes, and proposals to amend the original bylaws. It seemed almost like a yearly act, and the pity of all the effort expended is that those who served on a number of the bylaw committees were not versed on requirements of the law, and did not always seek dependable legal advice, or heed it when it was given. The result was the proposal and enactment of amendments that gave the appearance of being irregular and certainly not in conformity with Florida Statute 723. Complicating all this from the very beginning was the fact that, according to one of the original residents, Joyce Gorte, whose husband was the first president of the Association, the first bylaws were copied from a set that had been established for Swiss Village. These had been developed some years previous and did not conform to Florida Statute 723 either.

The first set of independent bylaws was dated March 6, 1987 and contained several amendments to original ones copied from Swiss Village. The next revision became effective April 1988, followed by another revision dated March 20, 1989. This was followed by another in February 1991, setting forth a change to allow hand delivery of annual meeting notices, which Attorney Stuart Willson advised against, as that did not conform to Statute 723. Another revision was adopted February 18, 1993. In November 1996 changes were made to clarify hours of voting on Annual Meeting days, as well as to require bonding of the Treasurer. On February 18, 1993 bylaws were again revised to clarify succession on death of a director, and procedures relating to the use of a second vote if a contested office should not result in election. This revision changed the language of Article X, Section 5, setting forth hours for voting and confirmed the above bonding provision. It also allowed hand delivery of annual meeting notices.

The last revision of bylaws took place upon reincorporating in April 1998. These bylaws transferred Homeowner Association operations to the responsibility of the Board of Directors. The logic here was that a quorum of directors is easily obtained to act, while a quorum of members is very difficult to obtain and can logically only be established as required by law at the Annual Meeting of the Association. Additionally, these bylaws passed the legal test of being in conformity with Florida Statute 723, having been given the approval of the respected mobile home lawyer, Michael L. Resnick, Esquire, of Kissimmee,

Florida. All affairs of the association subsequently have been conducted as required by Florida law, statutes 617 and 723.

POWERLESS BOARD OF DIRECTORS

In February 1989 the bylaws of the Association were amended to require that any action of the Board of Directors must have prior approval and authorization by the membership. Again, this was done with no legitimate quorum at monthly meetings , which produced directions to the board. Attorney Allen wrote a letter at this time to the Association in which he advised against leaving the board with so little power, but, members of the bylaw committee were not persuaded to heed his advice. Thus, for some time boards of directors exercised little power. This was a decided negative in their ability to govern, much less make independent and appropriate decisions which might have benefited the community. One wonders how a board of directors could be productive with so little independent authority. How well we remember the verbal and unpleasant exchanges that took place at monthly homeowner meetings, which created hard feelings that still exist. Frequently these arguments were over trivial matters. I personally recall that some members attended these meetings only to be a spectator to that month's conflicts and they usually were not disappointed.

It should be noted that over the years persons who served as officers of the Board of Directors were never elected as directors, and thus in fact had no authority to act on matters of the Association's interest. Prior to 1999, members at the Annual Meeting elected the President, Vice-president, Secretary and Treasurer. Those so elected to those positions were not elected directors. It is fortunate that a challenge to this oversight was never created by a member of the association, or in a court of law had that event presented itself in litigation with the park owner or on an occasion to attempt park purchase.

VIOLATIONS AND FINES AT WASTE WATER TREATMENT PLANT

Complaints about the wastewater treatment plant surfaced from the very beginning, and especially since 1989, when the lots became nearly fully rented. Correspondence relating to meetings of THE ASSSOCIATION OF ASSOCIATIONS revealed that these were not isolated to our park, but were a problem with other CRF parks as well. It would appear that original facilities put in place were inadequate to serve the number of homes that came about with their development, especially at Hidden Golf and Swiss Golf & Tennis. Our files contain a letter from a Mr. Garrity of the Florida Department of Environmental Regulation

dated January 18, 1990, addressed to William Homes of 744 Century Drive. Mr. Garrity thanked Holmes for his complaint letter about the facility and stated that prior to receiving his complaint, the department was involved in an enforcement action against the facility. He stated that the department had recommended the addition of a second effluent treatment system, which was to have been in operation November 20, 1989. His letter stated, " Inspections in regard to your current concerns were performed by department personnel on January 3, 1990 and January 8, 1990. On January 8, 1990, a late night inspection was performed in response to complaints received about odors and surface discharge of raw sewage. The plant operations appear to have several violations of Florida Administrative Code and Florida Statutes". Neil Schobert, Environmental Specialist made inspections in the company of Sgt. Joe Allen, Florida Fish and Game Department on January 10, 1990 and noted turbulence into a certain pond on the golf course, indicating improper discharge. Subsequent to these inspections a Fact Sheet was prepared which summarized the findings of Mr. Schobert. In it he listed the following items:

Quote: " Basically the sanitation system is not working, and never has worked properly. This means:

1. The leach bed is not in service
2. Using dye, they traced, last Wednesday, waste being pumped from the holding pond to the pond that circles the (then) number one green, to the wet lands. This procedure has probably occurred every three days for some time.
3. Although called by Schobert several times, the attorney for Century has not returned Mr. Schobert's calls.
4. Suggestions were made by D.E.R., through Schobert, to Century as to how the sanitation system should be altered to be in compliance.
5. Fines of approximately $30,000 have been paid in the past.
6. Since 1987 there have been two separate consent orders issued by the D.E.R.
7. In January 1989, Century was notified that corrections to the system had to be completed by November, 1989.
8. The Department of Fish and Game may prosecute Ray Moats for alleged criminal activities.
9. The Boards have been invited to Tampa to read the file on Century, which, according to Mr. Schobert, would be more advantageous than his meeting with us". (end of quote)

The Polk County Health Department, Southwest Florida Water Management District, (SWIFTMUD), and the Department of Fish and Game were represented at hearings recited above.

Testimony was also heard from professional sanitary engineers, as well as engineers that were in the employ of CRF. Bill Holmes from Hidden Golf was also invited to this hearing.

RELIEF FROM WASTE WATER TREATMENT PLANT COMPLAINTS

So, our threat to report further transgressions to the DEP (as it is now called), in 1999 were not the first that Century had dealt with. At a meeting with Mr.Maxwell in their Lakeland offices, we showed him a petition signed by over two hundred households addressed to the Department of Environmental Protection , requesting correction of shortcomings of the waste facility. At that meeting Mr. Maxwell urged us to not proceed with the petition, as it might cause trouble for residents as well as to CRF. It didn't need to be said out loud that what he alluded to was that if a serious investigation of the facility was undertaken by DEP, they might force costly improvements or changes to the facility. Then homeowners might be subject to shared expense of paying for such improvements or other more drastic changes, such as being forced to hook up to an existing municipal facility. He stated that we should give them two months to address our complaints and they would take steps to reduce odors, lessen noise levels, and to install larger leech fields. It is apparent that Maxwell took that initiative seriously, and he did keep his word to bring relief from the complaints. Pumping out and trucking off excess inflows, which the facility is not capable of processing during peak winter months continues. Now the tankers do so closer to the facility itself since we requested, and they responded, with a paved drive to the plant for parking of the tankers while loading effluent. This took the tankers off the street, which previously had contributed to resident complaints of excessive noise, and disruption of traffic, not to mention interference with golfers teeing off # 2 tee. Expanded and larger capacity leach fields were installed on fairways #2 and #9 and this was a great improvement, to almost eliminate seepage that had taken place for years in these areas. (CRF had previously re-routed overflow discharge from the plant to a drainage system on # 15 fairway, which was supposed to give substantial relief of bothersome discharge, and probably did.) Orange oil derivatives were put into use and these significantly reduce odors when the system operates properly. Effectiveness has been erratic, but nearby residents are pleased to have the trucks off the street while pumping, and to have reduced odor levels on many days. New mufflers were also installed on oxidation pumps and that substantially reduced noise levels. Our petition did the trick.

PARK PURCHASE

On July 11, 1988 CRF notified our Association that they had an offer to purchase the parks from DeAnza Real Estate Corporation, a California based investment group. Their offer was for $16,640,000. On July 22, 1988 the Board of Directors met with Moats and Maxwell to discuss the matter. Their purchase offer included, of course, Hidden Golf, as the entire property is considered one parcel in Polk County records. A Park Purchase Committee had never been appointed, as the bylaws did not provide for this Standing Committee. The Board of Directors appointed Connie McNutt to chair a committee, which included Paul Dobler, Ralph Forte, Lucille Kvam, Bernice Weiss from SG&T, with Jim Scott and Bill Wagner representing Hidden Golf. It was estimated that each lot renter would be called upon to purchase a share of a new corporation to be formed to hold ownership, the cost of which was estimated at $26,000 each. A Special Meeting was called, to be held on August 11, 1988, which would require a quorum of 195 members to act. One wonders by what logic this number for a quorum was established, as it can not be found that there was ever, up to that point, any quorum number established. It was acknowledged that money had to be raised within 20 days, in order to respond with a counter offer. There seems to be no record of what transpired at that meeting, or that the meeting even was held, but the results would have been predictable. Obviously, no sale ever took place and probably was not even seriously considered.

It is interesting to note that some years later, Hidden Golf was investigating a proposal to purchase "their" park for $5,400,000, and many details of this matter were developed. What they did not realize was that any purchase would have to be for the entire area, including Swiss Golf & Tennis, so the matter was abandoned, and the efforts they expended were to no avail. There is no record to indicate that their attempt to purchase their park was made known to residents, or to the Board of Directors of Swiss Golf & Tennis. In 2000, at the instigation of the Board of Directors of Swiss Golf & Tennis, a Park Purchase survey was conducted in Swiss Golf and Tennis and in Hidden Golf. The results of that indicated that 80% of Hidden Golf residents were opposed to park purchase, and 60% of Swiss Golf & Tennis residents were opposed. That showed that only one third of the total population of the two communities were in favor. Consultants in the field indicate that two thirds of homes favoring purchase is a rule of thumb to encourage lending institutions to make purchase loans. Additionally, without two thirds of homeowners purchasing shares, an insufficient down payment would result. This survey clearly shows that park purchase is not a viable option. The parks must be purchased as one, with one homeowner association dominant, or to have the formation of a new association that would govern both communities, as we know them. Given the traditional lack of consensus demonstrated by past initiatives involving interests in common with

residents of the two communities, such a structure would without doubt prove to be unacceptable.

It is noted that during the time that Terri Dubert, former President of the Association, was Chairman of the Bylaw Committee, she recommended that no Park Purchase Committee be appointed until Century offered the park for sale. Most association bylaws clearly stipulate that such a committee be a Standing Committee. Terri also proposed that one member of the board of directors must be a snowbird in order that that segment of our residents be represented. (A Canadian, perhaps?) Attorney Allen opposed both suggestions and his advice was followed.

Further correspondence with Attorney Allen, in 1988, and again as late as August 1992, to a "park purchase committee", he gave the opinion that our homeowners association was not properly incorporated, and that our bylaws were invalid as they did not meet the requirements of Florida Statute 723. He pointed out that without proper certification, the association had no standing either to purchase the park, or to conduct the business of the association.

NOTICE OF ANNUAL MEETING DEFINITION GIVEN BUT IGNORED

As late as in 1992, Stu Willson, a retired corporate lawyer and community resident, advised the then standing president of the association, in writing, that Florida law stipulates that notices of the Annual Meeting are to be mailed to members unless waivers of notice had been signed by the homeowner. This advice was ignored, and steps to obtain waivers were never initiated. Instead, the bylaws were then changed to legitimize "Hand Delivery" of Annual Meeting notices, which was contrary to law. Legal advice other than from Stu was not sought, and proper Annual Meeting notice was not provided until 1999. At that time waivers of notice of the Annual Meeting were obtained from 99% of the membership, thus permitting hand delivery to all but a very few owners, to whom such notice is mailed, as required by law. New owners sign waivers as a matter of course, so those files are kept current, and the number of mailed notices required is kept to a very small number.

VOTING BY MEMBERS DEFINED BUT IGNORED

As far back as February 17, 1989, Attorney Allen advised the bylaw committee, through E. J. Hamel, that it was not legal to have two votes per household, and that the accepted practice recommended by mobile home attorneys, was to permit only one vote per household, and that should be recognized in our bylaws. This advice was ignored, and until the new bylaws of April 1998 were adopted, double votes were permitted at meetings, as husbands and wives were each considered members of the association and at that time paid $6.00 each for

annual dues. Starting in 1999 annual dues were established at $12.00 per household whether one or two persons reside in the home.

REINCORPORATION AND NEW BYLAWS CREATED APRIL 1998

One of the first acts of the new administration which took office March 1, 1998, was to hire Attorney Michael Resnick from Orlando to initiate filing a new corporate charter and to rewrite the bylaws in order to conform to the requirements of Florida Statute 723. Requests for representation by a homeowners association were obtained from 98% of the existing homes, as required by law. Thereupon a new charter was filed with the State of Florida on April 30, 1998. The Incorporating Directors were those who had been elected at the February annual meeting of the membership in 1998. After months of revision and research by Peter Phelps and Bob Reny, guided by the advice of Attorney Resnick, in September 1998 the new bylaws were approved by Attorney Resnick and adopted by the Board of Directors, at a Special Directors Meeting called for that purpose. The new bylaws properly direct that board members are to be elected by association members at the annual meeting. It then is the duty of those directors to elect their officers, and to act on behalf of the membership in all matters pertaining to the administration of the affairs of the association. One membership meeting per year was established, and that is the February meeting at which time vacancies to the board are filled by vote of the membership, while at the same time the following years' budget is approved. All other meetings are Board of Director meetings, since a quorum of directors is empowered to act for the association. Thus constituted, it became unnecessary and impractical to schedule more that one membership meeting per year. Board of Directors Informational meetings are scheduled in the months of September, November and January, and these take place at 7:00 P.M. the third Thursday of those months, at the community clubhouse. Members are encouraged to attend regular board meetings, and are especially invited to make comments from the floor at Informational Meetings.

TRASH PICKUP BY CRF DEFEATED

In 1998, and again in 2000, our park owner attempted to take over trash service in their communities in order to enhance their profits. In 1998 they backed off when they discovered that the Century parks were banding together,

under the leadership of Swiss Golf & Tennis, to fight their proposal, and had engaged Attorney Resnick to represent them. In 2000 CRF formed a separate corporation, called MX Refuse, LLP, and announced that this company would provide trash service effective July 1, 2000. This was simply another attempt to circumvent the law prohibiting imposition of services upon residents under contract to an outside provider. While they agreed to keep current charges unchanged from those presently paid, it was clear that there was no guarantee that future increases would not be made, or that they would be reasonable, once a public, competitive entity was out of the picture. Neither was there any indication that quality of service would be maintained. Quite to the contrary, MX Disposal Services intended to use open pick up trucks and tow behind trailers to gather trash. This proposal was unacceptable. Our Statutory Committee, headed by Stu Willson, challenged their right to take over this service, as did our attorney, Robert Terenzio. Both indicated that we were prepared to oppose them on this issue once more. Century well knew that any such arrangement was a violation of Florida law, and apparently thought that we would not stand up to them to prevent it. Again, they rescinded their intentions, as they should have. This move by CRF was prompted by their fore knowledge that BFI was being replaced by Florida Refuse as the Polk County trash collection provider, and they apparently thought it opportune to attempt to take over the service at the time the changeover of service providers took place. During this time Vice-President Michael Berry had been in touch with officials of Florida Refuse, and they discussed the " Green Tag " procedure. This was an arrangement whereby residents could purchase a green paper tag for $1.00, sold by the homeowner's association acting on behalf of the trash provider, indicating that the Wednesday yard trash removal was paid for. It was a bookkeeping nightmare for us as well as for the Refuse Company. A very favorable arrangement came out of all of this, as the tags were eliminated, and an agreement was made to add $.25 to each month's trash pickup billing. Florida Refuse would pick up all yard trash on Wednesday of each week. This was in addition to the usual Tuesday and Friday pick- ups.

CREATION OF A GRIEVANCE COMMITTEE

In a letter dated April 7, 1987, Howard Collier, who lived at 167 Fairway Circle, addressed to Myron Ostlund, then President of SG&T Homeowner's Association, Howard requested the formation of the above titled committee. It would appear that his thinking was triggered by having some knowledge of Statute 723 as he quotes it in his letter, and mentions the right of an association to appoint a "Homeowners' Committee". It is possible that he may have had in mind a "Statutory Committee", as we now know it, which is charged with communications in an official manner, with the park owner. However, he specifically refers to it as a " Grieveance (SIC) Committee", but for some reason qualified it in the following manner: " This Committee is a function of our by-laws

and not Florida law. This committee should hear and advise the Board on internal grievances upon referral only ". He further explained that this meant the committee would only address grievances that were referred to it by the Board of Directors, and not individuals. There is no further reference to this other than this correspondence. According to one long time resident, Mr. Collier never occupied an office in the association, but was an astute observer of problem areas, and a person not reluctant to make his thoughts known to authorities in the association. Apparently no action was ever taken on his recommendation, and no record has been found that a Statutory Committee or Grievance Committee was ever formed until years later.

DIFFICULTIES ENCOUNTERED IN SITE DEVELOPMENT

The Board of County Commissioners placed a moratorium on further development in 1987 because of non-conformance by the developer to plot plans approved by Polk County officials. When several banks read in the paper that the Board had put the moratorium on, they advised Century, and this is a quote from Mr. Reilly's testimony, " When you get your house in order, you can continue to draw on your various loans." Mr. Reilly continued," If there is anything that will get a developer's attention and get him moving it's when the bank tells him his money is going to be held up". Lot lines did not conform to original plans and problems developed early on in the placing of homes in the community. This was compounded by the fact that sales people were selling homes that were too large to meet the set back requirements for lot lines. According to testimony given by Mr. Reilly at a hearing called by the Polk County Board of County Commissioners on December 15, 1987, original plans called for a total of 944 lots in Phase 1, and Phase 2. Correction of lot lines resulted in the alleged reduction of 66 lots due to lines having to be shifted. (This number sounds unrealistically high, but was not questioned at the hearing.) Errors made in placing lot lines, and the sales departments alleged lack of attention to home size when originally siting homes ordered by lot renters placed on their selected lots, resulted in much confusion. When conflicts were pointed out to the sales department, their response was that they would take care of any problems. According to testimony presented by Andrew Reilly, attorney for Century Realty Funds, at that hearing, plot plans called for the single wide lots to be 90 feet by 45 feet, and the double wide lots, 90 feet by 55 feet. As stated above, homes were being placed on lots which were too large to allow for mandated set backs, which were supposed to be fifteen foot front yard set back, and ten foot rear set back. Some lots needed 3 more feet side set back, and others on the golf courses had been shortened to a total of 85 feet. Numerous adjustments had to be made in lot sizes to avoid violation of agreements by which the Polk County Board of Commissioners had given approval for the project being undertaken by Century Realty. They found themselves in a difficult position not only with county authorities, but with their bankers who placed a moratorium on advances to

proceed with development of Swiss Golf & Tennis, which was well under way at that time.

This meeting was held with the Board of County Commissioners in Bartow on December 15, 1987. Besides the board, also present were Andrew Reilly, attorney for Century, Merle Bishop, the county Development Coordinator, and Myron Ostlund, President of Swiss Golf & Tennis Homeowner's Association. Agreements were made to compensate newly sited residents for having to change lot lines. Zoning approval was originally given that specified that lots must be at least 4,000 square feet, but some had to be reduced by 10 feet in length, and this created violation of original plans. The moving of lines ultimately allowed for the size of lots to meet the approval of the County Commissioners. Century was able to convince the Board of County Commissioners that residents were satisfied with monetary settlements that Century was offering. Mr. Ostlund testified that the association was satisfied with adjustments that were being made, and that residents were prepared to make the best of an unfortunate situation. Compensation was offered to affected lot renters in the form of a seven-year rent reduction, or a lump sum rebate. Century agreed to stake all lots, and make sure residents were satisfied with their lot lines, or their level of remuneration. With that, the Board of County Commissioners gave their approval of the compromises made. The moratorium was lifted, and development resumed. As they say, the rest is history.

An interesting discussion ensued during this hearing, as to the width of the streets in Swiss Golf & Tennis. The rights of way for roads in the community were approved at 24 feet for the main road through the development, that is Century Drive, and the other streets were established at 20 feet. The discussion brought out that they were supposed to have been paved for the width of the right of way, but were not, and a violation was admitted. When the roads were paved, the main thoroughfare was paved for only 20 feet, and the other roads paved at 18 feet. Again, this was a violation of the original approval process by the county. Strangely, the association President, Mr.Ostlund stated that residents would not like to see existing roads torn up to gain the extra two feet. He testified that residents would rather keep them as they were put in, because shortening the length of lots already occupied would create more problems. Mr. Ostlund further testified, " We perceive more of a problem trying to change it than leaving it." How nice it would have been to have our streets two feet wider, as they were supposed to be. Not only that but whereas the original plat seem to have called for two 20 foot easements for access to the golf courses from the side streets, these were eliminated when all the moving of the lot lines took place. How nice it would have been to have egress from Fairway and Putter, if indeed that was where the pass throughs were planned. Discussion of this matter was not made clear by the transcription of the meeting discussions, and it is mentioned here by inference only.

GENERAL COMMENT

A series of ten new files have been created as a result of cataloging and organizing the data from which many of the above comments and observations have been extracted. These are stored in fireproof files in the Homeowner Association Office. These data were found in various records of the association, which had not been previously sorted and orderly catalogued.

LEGAL REPRESENTATION

When an association of the membership was first created, Attorney James Joiner from Winter Haven was engaged as its attorney. He was the one who drew up the original incorporating papers of the association, and since Mobile Home Law was so new at the time (1986), he was not well informed. His advice created problems, which have been referred to earlier in this history. He also approved drafts of the original Bylaws, which were improperly drawn, as they did not conform to Florida Statute 723.

At a later date, Attorney John Allen from St. Petersburg was engaged, and for several years was on a $500 annual retainer to be the association legal counsel. Attorney Allen was well informed of applicable statutes. Unfortunately, sometimes his advice was given in vain, as it was periodically ignored. Around 1997, his engagement came under question, and in 1998 his services were no longer contracted for, having been replaced by Attorney Michael Resnick.

In the meantime, during the time of the 1992 " Gray Pipe " issue, Carol Crawford from Orlando was engaged to advise residents as to how to proceed in that matter. Also during 1992, Chris Jayson, who was then in the employ of Attorney John Allen, represented the Homeowner's Committee in negotiations with CFR and A & M Properties during arbitration involved in the Fire Assessment issue. Both of these matters are discussed in detail in following chapters.

At that time Atty. Resnick from Orlando made himself known through appearances at District #1 FMO meetings, and demonstrated a keen knowledge of mobile home laws. When the need for representation to counter CRF's attempt to take over trash collection came up in 1998, he was engaged to represent several CRF communities that would have been affected. His fees in that matter were paid for by FMO in Largo, and the impression he made resulted in his being engaged as HOA attorney for several communities, other than ours.

When it was decided in March 1998, that the association needed to be re-incorporated, and that new bylaws had to be developed, Resnick was engaged to give advice and counsel in those endeavors. Under his guidance, a new

corporation was formed, and bylaws written by the Incorporating Directors to conform to the requirements of Florida Statute 723. Resnick was appointed by the Board of Directors to became our Registered Agent, which is a requirement of Florida Statute 617, although one had never been designated prior to that time. The registered agent of a corporation plays a vital role by being the contact person for any other entity in any legal matters in which the Homeowners' Association may become involved. The new corporation was chartered as of April 30, 1998, under document number N98 00 0002523, registered with the State of Florida Department of Corporations.

Atty. Resnick discontinued the practice of representing homeowner associations in 1999. After a search conducted by directors of the association, Atty. Robert Terenzio from Orlando was selected as our attorney of record, while Stuart D. Willson, 69 Greenview Drive, was appointed the Association's Registered Agent. The annual retainer fee was avoided by submitting a financial report to Atty. Terenzio, and proof given of the existence of a $5,000 legal reserve fund. At a Special Meeting of the Board of Directors on March 19, 2002 it was decided to discontinue the services of Atty. Terenzio, and to appoint Attorney Daniel W. Perry from Orlando, as the corporation's attorney. Atty. Perry has demonstrated a much broader knowledge of Mobile Home law, and he was selected for that reason. His representation again requires a $500 per year retainer fee.

IMPOSITION OF FIRE TAX

In September, 1991 the notice of rent increase for the calendar year 1992 included for the first time an amount to be paid once annually for a county fire protection charge, which is included as a separate item in the real property tax statement for a landowner by Polk County. The amount was divided by the park owner into equal amounts per lot, and for 1992 that amounted to $ 35. In 1993 it went up to $ 38.(In 1997 the Polk County Board of Commissioners proposed raising that to $ 64.50. Public protests during hearings in this matter were held, and hundreds of mobile homeowners turned out to show their opposition to this increase. Eventually, the protest turned out to be friutful, and the increase was reduced, and we now pay $ 49 annually.)

To follow the statutory procedure for questioning or contesting a rent increase, the officers and board of the Homeowners' Association appointed the following Homeowners' Committee to deal with the issue:
Stuart Willson (Chairman), William " Bud " Clark, Terri Dubert, Bernice Hinesly and Frank Witting

Following a preliminary review, the Committee concluded that the rent increase violated both Florida Statute 723, and our prospectus. A statutory informational meeting was requested pursuant to 723,037 (4)(a). No satisfactory disclosures

were made by the park owner at that meeting. A Petition for Mediation was then filed and the mediation was held on February 25, 1992 in the Bortow county courthouse, Myron B. Berman, Mediator. Swiss Golf & Tennis was represented by The Committee and Attorney Chris Jayson of the John Allen law firm in St. Petersburg. The park owner was represented by their attorney, Ron Clark. After a half day of so-called mediating, Mr. Berman adjourned the proceedings and declared an impass. This was reported to the Department of Business and Professional Regulation.

It was the opinion of the Committee and subsequently Attorney Carol Crawford, who had been selected to replace Mr. Jayson, due to cost considerations, that we had a good cause of action. During the summer of 1992 no further legal steps were taken, until it was noted that the September rent increase notice for 1993 included the $ 38 fire assessment charge. To satisfy statutory requirements and to assure the preservation of our right to sue, we made a request for a statutory meeting to again " discuss " the reasons for the rent increase for fire protection charges. In response to this request, Mr. Ray Moats representing CRF and A & M Properties, Inc., proposed a meeting with The Committee to resolve the matter. That meeting was held at the Swiss Golf & Tennis clubhouse on September 24, 1992 at which a preliminary agreement was reached by which the monthly water usage charge of $ 15 would be based upon 10,000 gallon use, rather than 5,000 gallons. This would be in exchange for agreement by the homeowners to pay the fire charge on a per lot basis. Mr. Moats was advised that our board of directors and the homeowners would have to approve of this arrangement before we could enter into a written agreement. The board of directors gave its approval, and then the plan was presented by the Committee to the membership at the October 1992 monthly meeting. Approval was given by an apparently unanimous show of hands. Thereupon a written agreement was entered into to become effective November 24, 1992 for homeowners to pay the annual charge in exchange for having water use limits raised from 5,000 to 10,000 gallons per month at no additional charge. (This represented a $ 3 to $ 4 saving per month, which was deemed sufficient to offset the fire charge itself.)

THE GRAY PIPE FAULTY PLUMBING ISSUE

On November 18, 1992 Attorney Carol Crawford wrote a letter to HOA President Terri Dubert informing her of the widespread plumbing problem which existed in many mobile home parks as a result of the installation of polybutylene (gray) plumbing and fittings in manufactured homes. She pointed out in that letter that during the past ten years mobile homeowners had won a number of large judgements against manufacturers of plumbing fixtures and pipe because of damage caused by leaks because of faulty materials. She indicated that she was representing a number of mobile home parks in negotiating with manufacturers

in order to settle homeowners claims, and to have their homes re-plumbed with PVC pipe and fittings. She proposed that if she represented persons in our park it would be without cost to the homeowner, as the manufacturers would be expected to pay her costs of representation.

As nearly every home in our park was plumbed with " gray " pipe this offer presented a rare opportunity to have our plumbing replaced at no cost. Carol attended the December 17, 1992 homeowners meeting to explain the situation, and left Client Information and Contract sheets for homeowners to fill out and return to her. By this method an individual home was registered with the Plumbing Claims Group, Inc., in Plano,Texas. They responded with claim numbers for each home so registered.

The Plumbing Claims Group engaged several licensed plumbers to make replacement of plumbing, with priority given to those who presented evidence of damage. Eventually every home in our park had their plumbing renewed, which had submitted contract forms. It was said that joint failures occurred when chlorinated water corroded the various joints, and caused them to fail over time. The Plumbing Claims Group represented a number of manufacturers in resolving the many thousands of claims, such as Mobile Oil, Shell Oil, U.S. Brass and Vanguard Plastics. The end result of satisfied homeowners was a most pleasant experience, and has given homeowners peach of mind that the replacement plumbing will last for many years, trouble free for 1,000,000 Florida homeowners involved in the settlement..

ACCOUNTING AND TAX RETURNS

Since the inception of the homeowner's association, several resident with accounting experience volunteered to maintain inventory records, depreciation records of assets, and to file various tax returns on behalf of the association. Scrutiny of those records revealed that such records were, at times, inadequate, and that returns from time to time were improperly filed. Again, with the advent of the new administration on March 1, 1998, the Board of Directors approved the engagement of Mr. Glenn Cline, CPA, from Haines City to file all tax returns, and to advise the association in all accounting of inventory, assets, and financial matters. It was felt that professional representation in regard to these matters was incumbent upon the Board of Directors to provide, if they were to fulfill their fiduciary responsibilities. The assurance of properly filed tax returns, and examination and approval of accounting records has been deemed worthy of Mr. Clines $500 annual fee.

THOSE WHO SERVED

The following is a listing of those dedicated residents who served on various organizations, and who created, eventually, our Homeowners' Association. It started with a " COMMITTEE " then evolved into "THE ASSOCIATION ", and later into an incorporated entity which became a Homeowners Association, properly incorporated under Florida law. Through their years of agony and determination, as of 1998, we have an Association that meets the needs of our community, and conforms to the requirements of legal statutes as defined by Florida statutes 723 and 615.

Residents of Swiss Golf and Tennis owe a deep debt of gratitude to those whose foresight and wisdom set the stage for proper representation as a legitimate homeowners association. They labored with a deep sense of purpose, but suffered from a lack of proper legal guidance from the beginning of our community. Yet their successors ultimately accomplished the original intent and purpose of an association that promotes the interests of the residents of this community. They worked diligently to provide an appropriate voice in the governance of its affairs and interests.

The following is a listing of those dedicated persons who have served this community with commitment and distinction.

1985

THE COMMITTEE

David Gorte., Chairman
Howard Hamel
Myron Ostlund
Paul Reigner

1986

THE ASSOCIATION

David Gorte, President
Dottie Hibbler, Secretary
Rae Day, Treasurer

Edward Hamel, Director
Myron Ostlund, Director

INCORPORATED SG&T CLUB, HOA, INC

1987

Myron Ostlund, President
Dorothy Ludwig, Vice-president
Helen Wells, Secretary
Ray Rupp, Treasurer
David Gorte, Director

1988

Edward Hamel, President
Paul Reigner, Vice-pres.
Dottie Hibbler, Secretary
Kim Matlak, Treasurer
David Gorte, Director

Jack Marshall, Director

1989

Connie McNutt, President
Robert McDonnell, Vice-president
Bernice Weiss, Secretary
Marilyn Gussett, Treasurer
Paul Dobler, Director
Arthur Lawrence, Director

Other Director, Vacant

1990

Bud Clark, President
George Combs, Vice-pres.
Evelyn Crawford, Secretary
Marilyn Gussett, Treasurer
Hill Baker, Director
Arthur Lawrence, Director

1991

Bud Clark, President
Phillip Trump, Vice-president
Evelyn Crawford, Secretary
Marilyn Gussett, Treasurer
Eric Cooper, Director
Arthur Lawrence, Director

1992

Terri Dubert, President
Lewis Profit, Vice-pres.
Jean Carmichael, Secretary
Patia Buchanan, Treasurer
Evelyn Crawford, Director
Arthur Mohagen, Director

1993

Terri Dubert, President
Leonard Kusch, Vice-president
Jean Carmichael, Secretary
James Higgins, Treasurer
George Fulton, Director
Arthur Mohagen, Director

1994

Leonard Kusch, President
Robert Griffith, Vice-pres.
Jean Carmichael, Secty.
James Higgins, Treasurer
George Fulton, Director
Arthur Mohagen, Director

1995

Robert Burda, President
Robert Reny, Vice-president

Joyce Keller, Secretary
Marie Phelps, Treasurer

1996

Connie McNutt, President
Robert Griffith, Vice-pres.
Marie Phelps, Secretary

Marilyn Gussett, Treasurer