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September 25, 2020

VIA REGULAR U.S. MAIL ONLY:

John P. Fitzgerald and Catherine A. Fitzgerald
221 West Walled Lake Drive
Walled Lake, MI 48390

RE: LEGAL RESPONSE
WINDJAMMER VILLAGE OF NAPLES, INC.

Dear Mr. & Mrs. Fitzgerald:

As you are aware, this Law Firm represents Windjammer Village of Naples, Inc., (hereinafter "Association") as general corporate counsel. Please allow this correspondence to respond to your letter received on July 27, 2020, requesting a response to six questions from Windjammer Village of Naples, Inc. This letter will address said questions in regard to your plot and common grounds.

Question 1: Requesting the board to clarify the differences between "common ground" and the plot of land I received in my "proprietary lease" which I hold until 2094.

Answer: The common ground is the entirety of land comprising Windjammer Village of Naples. The Master Form Proprietary Lease as recorded at OR Book 2121, Page 1881, *et. seq.*, of the Public Records of Collier County, Florida (hereinafter "Master Lease") specifically provides that the Corporation is the owner of the land and the real property improvements located thereon. The lessee is the owner of a Membership Certificate in the Corporation and a Lease for a specific Unit. The lessees do not own the land that the mobile home sits on, the Corporation does. The Units are depicted on Exhibit B to the Master Lease at Official Records Book 2121, at Page 1908. Pursuant to Section 42 of the Master Lease, the Unit boundaries include the land up to the roadway. Pursuant to Section 11 of the Master Lease, lessees shall have the right of joint use and enjoyment in common with other lessees of the common areas and the property of the Corporation not specifically leased to other lessees, except insofar as it may be limited or restricted by this lease or by the rules and regulations and Bylaws of the Corporation. Lessee's use of common areas and property shall not encroach upon the rights of other lessees.

Question 2: What are my rights with respect to my proprietary lease and the plot of land I have been deeded in that lease, which expires in 2094? Am I entitled to all the rights and responsibilities for lessee's afforded by law and statute within the state of Florida?

Answer: Although Windjammer cannot begin to opine on all your rights, at a minimum you have the rights specified in the Master Lease, Bylaws, Articles and Rules of Windjammer and those provided in Florida Statutes Chapter 719.

Question 3: Whether the Association has a right to remove things from my property, as set forth in my lease? If this is the official position of the Board of Directors with regard to removing things from a member's property? Whether this would be considered theft, and if shareholders should call the police if this takes place?

Answer: Unfortunately this question is too vague to be answered fully. Florida Statutes 719.104 provides that the Association has the irrevocable right of access to each unit from time to time during reasonable hours when necessary for the maintenance, repair, or replacement of any structural components of the building or of any mechanical, electrical or plumbing elements necessary to prevent damage to the building or to another unit.

Further, Section 18 of the Master Lease specifically says the lessee shall not without first obtaining the written consent from Windjammer and all applicable governmental authorities, alter in any way the unit which is leased hereunder, or alter or add to the exterior mobile home presently its attachments or other permanent improvements located upon the unit. The lessee shall not change the color of the mobile home located on the premises or and any of its appurtenances, or substantially alter its outward appearance without first having obtained the approval thereof from the directors.

Further, Section 22 of the Master Lease states that if the lessee shall fail for 30 days after notice to make repairs or perform maintenance to any part of the unit or maintain, repair or replace structural components of the mobile home on the unit or if mechanical, electrical or plumbing elements require repair replacement to prevent damage to another unit, or shall fail to remedy a condition on the unit which has become objectionable to the Corporation, the Corporation shall give reasonable notice and opportunity to the lessee for hearing. If the lessee shall fail to appear at such hearing or perform or comply with any of the covenants or provisions of this lease within the time required by a notice and hearing from Windjammer then Windjammer may but shall not be obligated to, levy a fine for failure to comply with the documents. The Corporation shall be entitled to charge the lessee all expenses incurred, which charges shall bear interest at the legal rate, until paid in full, and if unpaid for 30 days, the Corporation shall have a cause of action for damages against the lessee.

Furthermore, pursuant to Section 37 of the Master Lease, in the event of a breach or threatened breach by the lessee of any provision hereof, Windjammer has the right of injunction and the right to invoke any remedy at law or in equity, as in reentry, summary proceedings and other remedies were not herein provided for, and the election of one or more remedies shall not preclude

Windjammer from any other remedy. All remedies of Windjammer are cumulative and to each other and any other remedies given by law.

Windjammer also has the authority to create rules regarding this issue and Windjammer has emergency powers contained in F.S. 719.128.

Question 4: What is considered "common ground" within Windjammer Village?

Answer: See response to Question 1 above.

Question 5: Who is responsible for maintaining "common ground" within Windjammer Village?

Answer: Pursuant to Section 5 of the Master Lease the Corporation shall keep, maintain and manage the mobile home village in a neat and attractive manner and shall keep the improvements in good working condition, and shall provide the number of attendants requisite in the judgment of the directors, for the proper care and service of Windjammer.

That said, pursuant to Section 14 of the Master Lease, the Corporation is permitted to adopt reasonable rules. The directors may alter, amend or repeal the rules and adopt new rules. All leases are subject to such rules. Each lessee covenants to comply with all such rules and see that they are faithfully observed by his/her family, approved subtenants and guests. Breach of a rule shall be a default under the lease.

Pursuant to Section 2.2 of the Rules adopted February 21, 2019, lessees must keep the exterior of their homes and accessories in good repair, clean, neat and orderly and their yard well groomed. The maintenance of all landscaping including weeding of individual yard/landscape areas and removal of dead or diseased trees, are the responsibility of the lessee. Windjammer Management provides lawn mowing and one (1) yearly trimming of palm trees.

Question 6: Can the Board change the dimensions of the plot of land which is set forth in my proprietary lease, without a 2/3 vote from the shareholders?

Answer: Pursuant to section 45 of the Master Lease no amendment shall change the configuration or size of any unit in any unit in any material fashion, or change the proportion or percentage by which a member shares the common expenses and the common surplus unless the member and all lienors of record on the affected unit shall join in the execution of the amendment.

I trust that this has substantially answered your questions, however should you have any follow up questions please feel free to direct them to the management company for Windjammer who can forward them to me should they deem necessary.

Sincerely,

/S/ Diane M. Simons

Diane M. Simons, Esq.