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IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT,
IN AND FOR BROWARD COUNTY, FLORIDA

SONIA BORRERO, CARLOS ENRIQUE
UMANA BETETA, NOEL MATEO
AND MIGALIA GARCIA,
and all other similarly situated
Plaintiffs,

CLASS REPRESENTATION

vs.

CASE NO:
JUDGE: *n 80 57882*

TOWN OF DAVIE, a municipality and *[Signature]*
SILVER OAKS TENANT, LLC d/b/a
SILVER OAKS MOBILE HOME PARK
PARTNERSHIP d/b/a PALMA NOVA MOBILE
HOME PARK, *[Signature]*
Defendants,

05

CLASS ACTION COMPLAINT

PLAINTIFFS, Sonia Borrero, Carlos Enrique Umana Beteta, Noel Mateo and Migalia Garcia individually, and on behalf of all others similarly situated, by and through their attorneys, brings this action against Defendants, TOWN OF DAVIE, a municipality located in Broward County, Florida (hereinafter referred to as "Town"), Silver Oaks Tenant, LLC d/b/a Silver Oaks Mobile Home Park Partnership d/b/a Palma Nova Mobile Home Park (hereinafter referred to as "Palma Nova"), a Florida limited partnership, who at all material times, were doing business in Broward County, Florida, and state as follows:

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CIRCUIT COURT
BROWARD COUNTY, FLORIDA

PRELIMINARY STATEMENT

1. This is an action filed for Declaratory Relief and Injunctive Relief. The Circuit Court has jurisdiction pursuant to Florida Statutes Section 86.011.

PARTIES

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2. PLAINTIFF, Sonja Borrero, at all times material herein, was and is a resident of PALM NOVA, in the Town of Davie, and a resident of Broward County.
3. PLAINTIFF, Carlos Enrique Umana Beteta, at all times material herein, was and is a resident of PALM NOVA, in the Town of Davie, and a resident of Broward County.
4. PLAINTIFF, Noel Mateo, at all times material herein, was and is a resident of PALM NOVA, in the Town of Davie, and a resident of Broward County.
5. PLAINTIFF, Midgalia Garcia, at all times material herein, was and is a resident of PALM NOVA, in the Town of Davie, and a resident of Broward County.
6. At all times material herein, Defendant, TOWN OF DAVIE, was and is a Florida municipal corporation located in Broward County.
7. Silver Oaks Tenant, LLC d/b/a Silver Oaks Mobile Home Park Partnership d/b/a Palma Nova Mobile Home Park, a Florida Corporation, at all material times, were doing business in Broward County, Florida.
8. Miles Austin Forman, is a partner of Silver Oaks Tenant, LLC d/b/a Silver Oaks Mobile Home Park Partnership d/b/a Palma Nova Mobile Home Park.

CLASS REPRESENTATION ALLEGATIONS

9. PLAINTIFFS bring this action individually and on behalf of all those similarly situated pursuant to Fla. R. Civ. P. 1.220(b)(3).
10. The Class consists of more than 500 families, and is accordingly so numerous that joinder of all members is impracticable.
11. There are core questions of law and fact common to the Class, such as:
 - a) whether Defendant's eviction complies with Fla. Statutes;

- b) whether Defendants conspired to change the rezoning; without compliance with state and local ordinances;
- c) whether the passing of Ordinance 2008-4 violated Ordinance 2007-4;
- d) whether Defendants violated Fla. Stat. §§723.037 and 723.022; and
- e) whether Defendants made false statements that Plaintiffs detrimentally relied upon as true.

12. The claims of the representative parties are typical of the claims of each member of the Class. All claims are based upon Defendants' common course of conduct.

- A. Actions of the Town of Davie acting a governing body over the residents of the Town of Davie, including the Representative Plaintiffs
- B. Actions of Palma Nova, its agents, owners and partners during the time of tenancy of the Representative Plaintiffs.

13. The Class representatives can fairly and adequately protect and represent the interests of each member of the Class. The class consists of all persons who owned a mobile home or resided in a mobile home located at Silver Oaks, LLC d/b/a currently named Palma Nova Manufactured Community, PALMA NOVA during the time of the events alleged in the Complaint.

14. The types of relief sought by the PLAINTIFFS are common to the Class.

NATURE OF ACTION

15. Town of Davie is a municipality duly constituted under the laws of the State of Florida and located in Broward County, Florida.

16. The Town of Davie has a mission statement which reads in part:

Town of Davie...that treasures its environment, rural and equestrian

lifestyle, while attracting, encouraging and retaining viable economic and educational opportunities.

17. As part of the educational opportunities which the Town has attracted and encouraged is the development of Nova Southeastern University located within Town of Davie.
18. Town of Davie's Comprehensive Plan, filed with the Florida Department of Community Affairs as required by Florida Statute Chapter 163, notes that in 1988 mobile homes constituted 17% of the Town's housing stock; by 2006, mobile homes constituted approximately 25% of the housing stock.
19. In 1998, the Town of Davie enacted a Regional Activity Center land use category for the east side of the Town of Davie, generally bordered by University Drive, I-595, Florida's Turnpike and the C-11 Canal adjacent to Griffin Road. Section 12-32.501 of the Town of Davie Land Use Code. Section 12-32.500 identifies one category as Regional Activity Center - Academical Village (RAC-RTE).
20. Town of Davie has established a Community Redevelopment Agency pursuant to Florida Statute Section 163.356. Minutes of the Town of Davie Community Redevelopment Agency (CRA) for August 25, 2003 show that a plan was presented by Nova Southeastern University in which the Nova representative, Dr. George Hanbury outlined a plan to develop a Regional Activity Center - Academical Village Zone around the university. He discussed an equal participation from the Town and from Austin Forman; and, further stated that the University would be going to the Town Council to present to the Planning Commission the proposed change in use for the area to be a mixed use zone entitled the "Regional Activity Center - Academical Village." Reference was made to Nova's competition being the University of Miami.

21. At the December 13, 2004 meeting of the CRA, Agenda Item 4.3 was “Master Planning for Regional Activity Center.” The minutes of that meeting state that Nova Southeastern University was the primary applicant for the mixed use district that “would apply the entire RAC.” Further, it is noted that NSU took it “upon themselves and spoke with Austin Forman, the Town and the CRA as the four major players.”
22. Austin Forman and the Forman family have been major donors of land to Nova Southeastern University and own a great deal of land in the area designated Regional Activity Center-Academical Village; including the 200 acre parcel operated as Palma Nova.
23. At it meeting on May 23, 2005, CRA member Joan Kovak noted that “she was glad to see what NSU is doing as it would mean dollars in everyone’s pockets.”
24. At the May 23, 2005, CRA meeting, it was noted that the Town Council had approved a resolution at their May 18, 2005, meeting which approved funding for the CRA share of the planning effort. Nova Southeastern University, the Town of Davie Community Redevelopment Agency (CRA), the Town of Davie and Austin Forman entered into an Agreement for hiring of a professional consulting firm to act as the master consultant in the master planning for the Regional Activity Center.
25. The purpose of the RAC-RTE designation is stated in Section 12-032-401 of the Town of Davie Code:

The Regional Activity Center-Academical Village District (RAC-RTE) is intended to encourage and promote large-scale development and redevelopment as well as small parcel infill and facilities; to include research and training and other educational support uses: healthcare, residents, employees and visitors, office, hotel/conference, a wide selection of housing types for all

income ranges; and governmental users.

26. The purpose of the Regional Activity Center-Academical Village designation is to support the educational institutions located there; the largest of which by a large margin is Nova Southeastern University; in other words, gentrification.

27. On December 20, 2006, the Town of Davie passed Resolution R-2006-328, a copy of which is attached as Exhibit A, by which the Town recognized that:

- A. There is an affordable housing crisis in Town of Davie; and
- B. Mobile home residents have no comparable affordable housing in which to relocate should they lose their residence;
- C. The loss of affordable housing provided by the Town's Mobile Home Parks has a detrimental impact on the existing inventory of affordable housing and its affordability for those who work and live in the Town.

28. Resolution R-2006-328 passed on December 20, 2006, states:

Section 1: Any redevelopment plan for the disposition of mobile home parks which would cause the permanent and involuntary displacement of its residents must be contingent upon an Exit/Relocation Plan approved by the Town Administrator or his Designee, which clearly delineates the financial compensation to be paid in order to ensure that each displaced resident secures comparable, decent, safe and sanitary, replacement housing that is affordable to them.

29. On February 21, 2007, the Town passed Ordinance 2007-4, a copy of which is attached as Exhibit B, which created a moratorium for one year on mobile home park redevelopment. The Ordinance stated:

During this time that this Ordinance is in effect as specified herein,

there shall be a moratorium upon the issuance of building permits, acceptance of development orders and development permits, as those terms are defined in Chapter 163, Florida Statute (collectively "Development Orders") within the Town concerning the matter of redevelopment, modification or conversion existing Mobile Home Parks to any other use...

30. On February 6, 2008, during the effective time period of the above described moratorium, the Town undertook a so-called "Town-initiated" rezoning of the area constituting Phase III of the RAC-Academical Village plan.

31. Primarily as a result of the development of the area as a Regional Activity Center - Regional Activity Center and accordant rezoning, the value of the real estate upon which Palma Nova Mobile Home Park is situated increased in value; going from an assessed value of approximately \$3,000,000 in 2006 to a value in 2008 of over \$14,000,000; according to the Broward County Property Appraiser's records.

31. The February 6th action by the Town Council approved rezoning for many zoning categories in the RAC including: TRAILER PARK (T-1 (County)) to REGIONAL ACTIVITY(RAC-RTE).

32. The REPRESENTATIVE PLAINTIFFS reside in PALMA NOVA MOBILE HOME PARK, owned by PALMA NOVA, which, by virtue of the rezoning approval granted on February 6, 2008, was rezoned from the T-1 zoning to RAC-RTE; Ordinance 2008-4. A copy of Ordinance 2008-4 is attached as "Exhibit C."

33. No notice was given to residents of PALMA NOVA of any application for rezoning to be considered by the Town Council. And as the title of the rezoning ordinance makes clear, that there was no way to know, even if present at the meeting, that PALMA NOVA was affected.

34. At the same February 6th meeting, the Town Council, after approving the rezoning of

PALMA NOVA, voted to extend the Moratorium against approving redevelopment orders for Mobile Home Parks, Ordinance No. 2007-4, for 90 days from February 21, 2008.

35. On May 7, 2008, the Davie Town Council passed Ordinance 2008-18 entitled “An Ordinance Approving Mobile Home Relocation Assistance Developers Rights and Responsibilities” which in Section 2 outlined the requirements for the relocation plan and report which the Ordinance made a prerequisite for obtaining final approval of a comprehensive plan or zoning designation. A copy of Ordinance 2008-18 is attached as Exhibit D.

36. At the Town Council meeting of June 4, 2008, the following exchange occurred as recorded in the Minutes:

Abigail Cruz asked if Palma Nova Mobile Home Park was going to close. Councilmember Caletka said that he often heard the rumor that the park was closing, and whenever he spoke with the owner, he was informed that there were no plans to sell or redevelop the property. Mayor Truex said that the owner had made the same statements to him. He noted that the Town had changed development plans for the entire area and the long-term plan did not include a mobile home park.

37. At the Davie Town Council meeting of July 2, 2008, the following occurred as recorded in the Minutes:

Using an interpreter, Carlos Gonzalez asked if Palma Nova was closing. There had been a meeting the previous night attended by over 150 residents but the question of the park’s closure remained. Mr. Gonzalez asked if the park owner and the Town would provide any assistance to the residents if the park closed and if the town was prepared to house the displaced residents. Mayor Truex advised that no development application had been filed for Palma Nova. Based on conversations Council members had with the owner, Mayor Truex said there were no immediate plans to redevelop, but he noted that the Town had approved plans for the Regional Activity Center(RAC) and that this did not include a mobile home park in that area.

38. Councilmember Bryan Caletka, stated in response to residents’ questions at public

meetings that he had spoken with Austin Forman and gave the residents the assurance that “the park will not close for 20 years.”

39. On or about August 25, 2008, REPRESENTATIVE PLAINTIFFS, and all other residents of Palma Nova Mobile Home Park, were sent a document entitled Notice of Park Closure/Change in Land Use. (A representative copy of the Notice of Park Closure/Change Of Use is attached as Exhibit E.). This Notice states that:

The purpose of this closure is to change the land use of the mobile home park to another authorized use. Your tenancy is terminated on February 28, 2009, and you are required to vacate the lot upon which your mobile home is located by February 25, 2008, or an eviction will be filed against you.

40. On or about September 23, 2008, PALMA NOVA submitted to the Town of Davie its Relocation Report and Plan for Palma Nova Manufactured Housing Community. The Town certified the plan as in compliance with Ordinance 2008-18 on October 20, 2008; a copy of said plan is attached as Exhibit. F.

41. The Relocation Plan filed by PALMA NOVA states it will use The Urban Group (hereinafter referred as “TUG”) its agent as relocation consultant for carrying out the Relocation Plan. The Plan on page 7 states that TUG will schedule meetings with the tenants to conduct Needs Assessment Surveys (NAS). The Plan further states that after the NAS, the consultant will meet with tenants a second time to discuss the housing opportunities found for them.

42. The Relocation Plan also states:

Because some Palma Nova residents may be reluctant to meet with the Consultant to complete a survey, the Consultant will make all reasonable efforts to contact residents by knocking on doors, posting notices, and making telephone contacts.

43. Further, the Relocation Plan states that the consultant will search housing resource inventories that “match tenant’s needs and income” and that :

Housing affordability and ability to sustain housing payments for a long term will be discussed with the tenant to assure that the replacement housing is one that they can afford. (Family income, housing costs, housing options and other relevant information is discussed in the NAS interviews between residents and relocation advisory personnel.

44. PALMA NOVA’S agent, The Urban Group, has not conducted Needs Assessment Survey (NAS) on many of the residents and has not conducted follow up meetings with many of the residents for which it has completed a NAS. It has failed, in many cases, to do what PALMA NOVA agrees in its Exit Plan which is to discuss with the residents “housing affordability and ability to sustain housing payments to assure that replacement housing is one that they can afford.”

45. With the lack of affordable housing available to the residents of this mobile home park, as stated in the Resolution adopted by the Town of Davie on R-2006-328 on December 20, 2006, the REPRESENTATIVE PLAINTIFFS do not have the ability to relocate and face homelessness.

COUNT I

OBJECTION TO EVICTION PURSUANT TO FLA. STAT. § 723.061 (1) (d)

REPRESENTATIVE PLAINTIFFS re-allege and incorporate herein paragraphs 1 through 44 as if full set forth herein.

45. At all times, PALMA NOVA was operating a mobile home park in the Town of Davie. Prior to August 25, 2008, the REPRESENTATIVE PLAINTIFFS resided with permission and pursuant to ongoing tenancies, on the property known as PALMA NOVA and had been doing so for

continuous periods of time.

46. On or about August, 25, 2008, Austin Forman, owner of Palma Nova gave Notice of Park Closing/Change in Land Use pursuant to Fla. Stat. §723.061 (1) (d) (hereinafter referred to as “Notice”) to the REPRESENTATIVE PLAINTIFFS.

Fla. Stat. §723.061(1)(d) specifically states that:

(1) A mobile home park owner may evict a mobile home owner, a mobile home tenant, a mobile home occupant, or a mobile home only on one or more of the grounds provided in this section.

(d) Change in use of the land comprising the mobile home park, or the portion thereof from which mobile homes are to be evicted, from mobile home lot rentals to some other use, provided all tenants affected are given at least 6 months' notice of the projected change of use and of their need to secure other accommodations. The notice shall include in a font no smaller than the body of the notice: YOU MAY BE ENTITLED TO COMPENSATION FROM THE FLORIDA MOBILE HOME RELOCATION TRUST FUND, ADMINISTERED BY THE FLORIDA MOBILE HOME RELOCATION CORPORATION (FMHRC). FMHRC CONTACT INFORMATION IS AVAILABLE FROM THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION. The park owner may not give a notice of increase in lot rental amount within 90 days before giving notice of a change in use.

47. The Notice further stated that the residents are

hereby given notice that effective February 28, 2009, the park owner intends to close Palma Nova Mobile Home park. The purpose of this closure is the *change the land use* of the mobile home park to another authorized use. Your tenancy is terminated on February 28, 2009, and you are required to vacate the lot upon which your mobile home is located by February 28, 2009, or an eviction will be filed against you. (Emphasis added).

Notice of Closure of Park due to Land Use Change is attached hereto as Exhibit "E."

48. The Notice threatens an action for eviction of obtain possession.

49. Pursuant to Fla. Stat. § 723.061(2), REPRESENTATIVE PLAINTIFFS hereby object to each of the Defendant's Notices of Park Closing/Change of Land Use sent by owner of Palma Nova. The Notices are invalid because it failed to meet the statutory precedent set forth in Fla. Stat. §723.083.

50. The Defendant, TOWN approved rezoning of Palma Nova from T-1 to RAC-RTE without complying with by Fla. Stat. §723.083 which states

No agency of municipal, local, county, or state government shall approve any application for rezoning, or take any other official action, which would result in the removal or relocation of mobile home owners residing in a mobile home park without first determining that adequate mobile home parks or other suitable facilities exist for the relocation of the mobile home owners.

51. All parties named herein have or claim an interest which will be affected by the declaration of rights in this cause and are named herein due to their interests and claims pursuant to Section 86.091 of the Florida Statutes.

52. REPRESENTATIVE PLAINTIFFS maintain that the TOWN violated Fla. Stat. §723.083 when they approved the rezoning of Palma Nova from T-1 to RAC-RTE in light of the declared "affordable housing crisis". The declaration of a housing crisis precipitated the passing of the moratorium against the redevelopment of mobile home parks.

53. The REPRESENTATIVE PLAINTIFFS are members of the class of persons intended to be protected by the provisions and requirements of Fla. Stat. §723.083 and Ordinance 2007-4, moratorium.

54. REPRESENTATIVE PLAINTIFFS are forced to abandon their mobile home and to vacate the property without the protection required by Florida Statutes Section §723.083.

55. As a result, there is a present and actual dispute and controversy between the REPRESENTATIVE PLAINTIFFS and Defendants in that the presently required and mandated procedure for evicting mobile home lot tenants from Palma Nova has not been followed by Defendants.

56. The parties to this action disagree over their respective rights and responsibilities and the facts of this dispute, and there is a practical and actual need for the resolution of his disagreement. The REPRESENTATIVE PLAINTIFFS are therefore entitled to a declaration of their respective rights.

57. There is a bona fide adverse interest between the parties concerning powers, privileges, immunities, status of rights of each party as they relate to the termination of tenancy actions taken by Palma Nova.

58. REPRESENTATIVE PLAINTIFFS seek a determination from the Court about the existence or non-existence of their rights and privileges and are entitled to have those doubts resolved.

59. All parties to this Complaint have an actual, present, and adverse interest in the subject matter of this controversy.

60. REPRESENTATIVE PLAINTIFFS have, due to this controversy, been forced to retain legal counsel to represent them in this matter, and are entitled to an award of reasonable attorneys' fees from the Defendant based upon Sections 723.021, 723.068 and 723.0861 of the Florida Statutes.

COUNT II

CIVIL CONSPIRACY

61. REPRESENTATIVE PLAINTIFFS re-allege and incorporate herein paragraphs 1 through 44 as if full set forth herein.

62. The Forman Family began swaying local elections nearly a century ago. In the past, attached to the milk bottles sold by the family dairy to customers were simple fliers of candidates backed by grandfather Hamilton Forman. In addition, The Forman Family acquired a lot of land in Broward County and were instrumental in establishing university campuses and schools, integrating the county hospitals, and mapping the path of Florida's Turnpike. The Forman Family continued their tradition acquiring land and influencing elected officials.

63. In the traditional Forman way, Austin Forman was an integral party at all workshops and ultimate development of the Regional Activity Center Master Plan. Forman and TOWN reached agreement as to the rezoning of PALMA NOVA.

64. This agreement was carried out by the overt acts of rezoning the mobile home park and surrounding areas as part of the Regional Activity Center-Academical Village.

65. The written agreement attached as Exhibit "G" in furtherance of Austin Forman's participation as an equal partner with the TOWN's planning process.

66. The agreement was that the rezoning would take place as an "Town Initiated Rezoning" or "administrative rezoning"; thus allowing PALMA NOVA and its partner Forman, to avoid being the petitioner and thus, having to give notice of petition of zoning changes to each mobile home owner in the park as required by Florida Statutes §723.081.

67. As a result of the rezoning having gone forward as a "Town-initiated" zoning, residents of the mobile home park received no notice that a Petition for Rezoning had been filed.

68. Therefore, REPRESENTATIVE PLAINTIFFS were deprived of their right to notice,

pursuant to Section 723.081 and the rezoning went forward, despite Ordinance 2007-4, which placed a moratorium on the TOWN from approving rezoning request or any other development order which would close a mobile home park.

69. This was unlawful as it was done in such a way to circumvent statutes and in violation of TOWN ordinance and policy.

70. REPRESENTATIVE PLAINTIFFS have been damaged by the overt acts conspired by TOWN and PALMA NOVA, and Forman.

71. The conspiracy deprived REPRESENTATIVE PLAINTIFFS of proper notice of the rezoning petition and the land was rezoned without statutory notice; leading to the closure of the park for the change of land use and leaving them facing homelessness.

72. As a result, there is a present and actual dispute and controversy between the REPRESENTATIVE PLAINTIFFS and DEFENDANTS

73. The parties to this action disagree over their respective rights and responsibilities and the facts of this dispute, and there is a practical and actual need for the resolution of his disagreement. The REPRESENTATIVE PLAINTIFFS are therefore entitled to a declaration of their respective rights.

74. There is a bona fide adverse interest between the parties concerning powers, privileges, immunities, status of rights of each party as they relate to the termination of tenancy actions taken by Palma Nova.

75. REPRESENTATIVE PLAINTIFFS seek a determination from the Court about the existence or non-existence of their rights and privileges and are entitled to have those doubts resolved.

76. All parties to this Complaint have an actual, present, and adverse interest in the subject

matter of this controversy.

77. REPRESENTATIVE PLAINTIFFS have, due to this controversy, been forced to retain legal counsel to represent them in this matter, and are entitled to an award of reasonable attorneys' fees from the Defendant based upon Sections 723.021, 723.068 and 723.0861 of the Florida Statutes.

COUNT III

TOWN'S VIOLATION OF ORDINANCE/POLICY

78. REPRESENTATIVE PLAINTIFFS re-allege and incorporate herein paragraphs 1 through 44 as if full set forth herein.

79. State law requires each local government, including the TOWN, to make provision for housing all current and anticipated future residents of the jurisdiction through a housing element in its comprehensive plan. Florida Statutes Section.163.3177 (6) (f) 1.a.

80. Specifically, local governments are required to make provision for "adequate sites for future housing, including housing for low-income, very low-income, and moderate-income families, *mobile homes*, and group home facilities and foster care facilities, with supporting infrastructure and public facilities" (emphasis added). Florida Statutes Section. 163.3177 (6) (f) 1.d.

81. Local governments are further required to make provision for "relocation housing." Fla. Stat 163.3177(6) (f) 1.e.

82. TOWN's Housing Element of the Comprehensive Plan, Objective 4 states:

Permit housing for low and moderate income families, *mobile homes*, and specialized housing opportunities in a wide range of residential categories of the Future Land Use Plan.

Policy 4-1 states:

Review and evaluate the Future Land Use Plan and amendments thereto to insure that housing for low and moderate income families and mobile home homes are adequately provided for in the residential category.

83. TOWN acknowledged that the mobile homes are affordable housing for their residents.
84. TOWN recognized that mobile home owners are vulnerable to developers to redevelop the land from under the residents feet and leave the residents homelessness.
85. Consequently, on December 20, 2006, TOWN declared :
 - A. There is an affordable housing crisis in Town of Davie; and
 - B. Mobile home residents have no comparable affordable housing in which to relocate should they lose their residence;
 - C. The loss of affordable housing provided by the Town's Mobile Home Parks has a detrimental impact on the existing inventory of affordable housing and its affordability for those who work and live in the Town.
86. Ordinance 2007-4 which created a moratorium was passed on February 27, 2007. The moratorium of one (1) year was extended until May, 2008, to protect the mobile home residents from the perils of redevelopment and homelessness.
87. The moratorium prohibited the issuance of building permits, acceptance of development orders and development permits, within the TOWN concerning the matter of redevelopment, modification or conversion existing Mobile Home Parks to any other use.
88. On February 6, 2008, in total disregard to their residents, TOWN violated Ordinance 2007-4 that was designed to protect the residents from developers bulldozing heir mobile homes and creating homelessness and despair.

89. On the same date, the TOWN undertook a so-called "Town -initiated" rezoning of the area constituting Phase III of the RAC-Academical Village.
90. At risk are the REPRESENTATIVE PLAINTIFFS from PALMA NOVA , and residents of other mobile home parks because their homes are located in the rezoned area called RAC-Academical Village Plan.
91. Squarely, Ordinance 2007-4 (moratorium) and Ordinance 2008-4 (rezoning) are in opposition.
92. TOWN violated Ordinance 2007-4 when it passed Ordinance 2008-4.
93. PALMA NOVA's NOTICE of eviction due to the change of Land Use benefitted from the passing of Ordinance 2008-4 because there was a change in zoning of PALMA NOVA.
94. Consequently, REPRESENTATIVE PLAINTIFFS did not receive the protection of Florida Statutes Chapter 723.
95. Ordinance 2008-4 should be declared null and void because it violates Ordinance 2007-4 which is consistent with the Housing Element of the Comprehensive Plan and Fla. Stat. Ch. 163.

COUNT IV

PALMA NOVA'S VIOLATION OF ORDINANCE

96. REPRESENTATIVE PLAINTIFFS re-allege the allegations contained in paragraphs 1 through 44, of the Complaint.
97. REPRESENTATIVE PLAINTIFFS sue PALMA NOVA for violation of Ordinance 2008-18.
98. The Relocation Plan states that the consultant will search housing resource

inventories that “match tenant’s needs and income” and that :

Housing affordability and ability to sustain housing payments for a long term will be discussed with the tenant to assure that the replacement housing is one that they can afford. (Family income, housing costs, housing options and other relevant information is discussed in the NAS interviews between residents and relocation advisory personnel.

99. Specifically, Section 2, paragraph 5 mandates that delineating “other actions the owner will take to minimize the hardship mobile home park tenant households suffers as a result of the closure or conversion of the mobile home park has been violated.

100. PALMA NOVA has failed to conduct a Needs Assessment Survey with the REPRESENTATIVE PLAINTIFFS.

101. PALMA NOVA has failed to supply listing of housing that is available to the REPRESENTATIVE PLAINTIFFS.

102. Further, PALMA NOVA has failed to adequately minimize the hardship of the REPRESENTATIVE PLAINTIFFS.

103. To the contrary, the lack of assistance, conducting a Needs Assessment Survey and providing accurate listing of housing within the income of the REPRESENTATIVE PLAINTIFFS has cause more injury and hardship.

104. PALMA NOVA has violated Ordinance 2008-18.

COUNT V

PALMA NOVA’S VIOLATION OF FLA. STAT. §723.037 **DECREASE IN SERVICES**

105. REPRESENTATIVE PLAINTIFFS re-allege the allegations contained in paragraphs 1 through 44, of the Complaint.

106. REPRESENTATIVE PLAINTIFFS sue PALMA NOVA for violations of Section 723.037, Florida Statutes.

107. PALMA NOVA has reduced or eliminated various services that were normally furnished to residents of the mobile home parks, including services to be required and consistent with the Prospectus.

108. The services reduced or eliminated by PALMA NOVA since the Notice posted on August 25, 2008 include the following:

Failing to maintain the mobile home park as a safe, decent and environment.

Failing to maintain that the street lights operate to illuminate the roadways.

Failing to maintain the vacate lots from debris and hazardous materials.

Failing to properly secure abandoned mobile homes from vandalism.

Failing to provide or prevent emission of hazardous material into the airways as a result of the demolition of abandon mobile homes.

Failing to provide a water truck to sprain the dust particles emitted into the airways during the demolition of abandon mobile homes.

Failing to prevent the infestation of rodents in the area.

109. PALMA NOVA has allowed the mobile home park to fall to a state of disrepair and has failed to maintain common areas.

110. PALMA NOVA has reduced or eliminated services without providing the residents with the 90-day written notice of reduction of services in violation of requirements of Section 723.037, Florida Statutes, and without providing a reduction in the lot rental amount.

111. PALMA NOVA's actions violated the provisions of Section 723.037, Florida Statutes.

COUNT VI

VIOLATION OF FLA. STAT. § 723.022

PALMA NOVA'S GENERAL OBLIGATION TO REPRESENTATIVE PLAINTIFFS

112. REPRESENTATIVE PLAINTIFFS re-allege the allegations contained in paragraphs 1 through 44 of the Complaint.

113. REPRESENTATIVE PLAINTIFFS sue PALMA NOVA for violations of Fla. Stat. § 723.022.

114. PALMA NOVA failed to comply with the local and state building, housing, and health codes in the mobile home park.

115. PALMA NOVA's failure to maintain the local and state building, housing, and health codes put the residents at risk of bodily harm, safety and welfare.

116. PALMA NOVA's consequently caused a reduction of services to the residents of mobile home park.

117 REPRESENTATIVE PLAINTIFFS have been injured by PALMA NOVA'S failure to maintain its general obligation to its residents.

118. PALMA NOVA violated Fla. Stat. § 723.022.

COUNT VII

EQUITABLE ESTOPPEL

119. REPRESENTATIVE PLAINTIFFS re-allege the allegations contained in paragraphs 1 through 44 of the Complaint.

120. REPRESENTATIVE PLAINTIFFS, residents of the TOWN, crowded into the Town Hall on two (2) occasions, June 4 and again on July 2 of 2008 and pleaded with TOWN as what is their

future in their homes located at PALMA NOVA.

121. TOWN made false statement concerning a material fact the PALMNOVA will not close for another 20 years and that the TOWN knew that the statements were false.

122. REPRESENTATIVE PLAINTIFFS were induced to rely upon the statements because they are residents of the TOWN and have interest in their mobile homes.

123. REPRESENTATIVE PLAINTIFFS relied upon the TOWN and remained in PALMNOVA.

124. REPRESENTATIVE PLAINTIFFS suffered injury because of their reliance upon the false statements made by the TOWN.

125. Further, REPRESENTATIVE PLAINTIFFS directly asked the agents of PALMA NOVA, prior to moving their mobile home unit to the park “ is the park closing?” Even up to as little as a month and half prior to the Notice of Park Closure, REPRESENTATIVE PLAINTIFFS were told the park would remain open and had no plans to close.

126. PALMA NOVA knew that the statements were false and that REPRESENTATIVE PLAINTIFFS would rely upon the statements.

REPRESENTATIVE PLAINTIFFS detrimentally relied upon the statements and changed positions and moved into PALM NOVA.

127. PALMA NOVA gave NOTICE that the park was closing on August 25, 2008.

128. REPRESENTATIVE PLAINTIFFS suffered injury because of their reliance upon the false statements made by PALMA NOVA.

RELIEF REQUESTED AS TO ALL CLAIMS

WHEREFORE, REPRESENTATIVE PLAINTIFFS request that this Honorable Court enter judgment in favor of the Class against DEFENDANTS and pray:

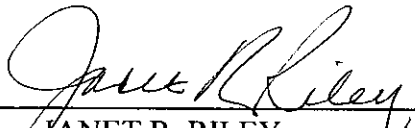
- A. That the Honorable Court certify REPRESENTATIVE PLAINTIFFS' action as a class action on behalf of all others similarly situated, appoint REPRESENTATIVE PLAINTIFFS' counsel as counsel for the Class and order notice be given to the Class of the action;
- B. That the Honorable Court declare the Ordinance 2008-4 invalid and null and void;
- C. That the Honorable Court enjoin any eviction proceedings against the Class;
- D. That the Honorable Court enjoin DEFENDANTS from any action to remove the REPRESENTATIVE PLAINTIFFS from the mobile home park;
- E. That the Honorable court enjoin the DEFENDANT, PALMA NOVA to immediately restore all services in the mobile home park as required by Florida law and the Prospectus; and
- F. That the Honorable Court award Class REPRESENTATIVE PLAINTIFFS compensatory, punitive and other appropriate damages in excess of \$15,000.00.
- G. That the Honorable Court award Class Plaintiff attorneys' fees and costs, and such other further relief as the court deems appropriate and just.

DEMAND FOR JURY TRIAL

Class members hereby demand trial by jury on all issues so triable as a matter of right.

Respectfully submitted,

LEGAL AID SERVICE OF BROWARD COUNTY, INC.
Attorneys for the Petitioners
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Fax: (954) 736-2480

By: 

JANET R. RILEY
Florida Bar No.: 308722

Dated this 24th day of November, 2008.