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Mr. John McDuffie
Oak Ridge Mobile Home Park
Central Equities Florida – Corporate Office
4111 W Cypress St
Tampa, FL 33607

Mr. Kirk West
Oak Ridge Mobile Home Park
2862 Vine Lane
Sebring, FL 33870

Mr. McDuffie and Mr. West:

I am notifying you -- Central Equities Florida and Oak Ridge Mobile Home Park -- that my intention is to not pay Lot Rent. This is based upon your Park owner's non-compliance with a portion of Florida Statute 723.063 and other violations.

I own the manufactured home at 2725 Bolin Lane, Sebring, Florida 33870. [EXHIBIT 100.] I rent the Lot. The Park has 143 rental lots. [EXHIBIT 101.] All the homes are manufactured homes. Highlands County Property Appraiser records show 42 of the homes are owned by Oak Ridge Mobile Home Park.

There has been material noncompliance with portions of Florida Statutes Chapter 723, and there are other defenses.

EXHIBIT 86 is Florida Statutes Title XL. There is a web page with hyperlinks to access the statutes of specific interest.

There are violations of 16 statutes.

**Material Noncompliance with Florida Statutes Chapter 723 --
FL ST 723.003. Definitions**

Florida Statutes Title XL. Real and Personal Property § 723.003.
Definitions. Key definitions are:

(2) "Division" means the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation.

Oak Ridge Mobile Home Park is not registered with the Division. The Division has no record for ORMHP, no Prospectus, and no Rental Agreement.

(8) "Mobile home" means a residential structure, transportable in one or more sections, which is 8 body feet or more in width, over 35 body feet in length with the hitch, built on an integral chassis, designed to be used as a dwelling when connected to the required utilities, and not originally sold as a recreational vehicle, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein.

As to 8, I do not own a "Mobile home," and my manufactured home is not transportable in one or more sections.

None of the homes in ORMHP are transportable.

(9) "Mobile home lot" means a lot described by a park owner pursuant to the requirements of s. 723.012, or in a disclosure statement pursuant to s. 723.013, as a lot intended for the placement of a mobile home.

As to #9, you have not provided pursuant to the requirements of s. 723.012, or in a disclosure statement pursuant to s. 723.013, that 2725 Bolin Lane is a lot intended for the placement of a mobile home. 723.012 says the prospectus or offering circular, which is required to be provided by s. 723.011, must contain listed information. I was never given a prospectus or offering circular.

The Division has told me it has no Prospectus or Offering Circular for ORMHP.

723.013 says a mobile home park owner who enters into a rental agreement in which a prospectus is not provided shall give specific written notification to the mobile home owner. I am not a mobile home owner. You are not a mobile home park owner, and I was not given specific written notification.

(10) "Mobile home lot rental agreement" or "rental agreement" means any mutual understanding or lease, whether oral or written, between a mobile home owner and a mobile home park owner in which the mobile home owner is entitled to place his or her mobile home on a mobile home lot for either direct or indirect remuneration of the mobile home park owner.

As to #10, I was never provided a "Mobile home lot rental agreement" or "rental agreement." I emailed on 2/13/2026 asking if there is one, and my email has been ignored. [EXHIBIT 83.]

The Division has advised me there is no Rental Agreement on file.

(11) "Mobile home owner," "mobile homeowner," "home owner," or "homeowner" means a person who owns a mobile home and rents or leases a lot within a mobile home park for residential use.

As to #11, I am not a "Mobile home owner," "mobile homeowner," "home owner," or "homeowner" who owns a mobile home and rents or leases a lot within a mobile home park for residential use.

(12) "Mobile home park" or "park" means a use of land in which lots or spaces are offered for rent or lease for the placement of mobile homes and in which the primary use of the park is residential.

As to #12, you do not qualify under Florida law as a "Mobile home park" or "park" with lots or spaces offered for rent or lease for the placement of mobile homes. There are NO mobile homes here in "Oak Ridge Mobile Home Park."

(13) "Mobile home park owner" or "park owner" means an owner or operator of a mobile home park.

As to #13, you are not a "Mobile home park owner" as you do not operate a mobile home park.

Material Noncompliance with Florida Statutes Chapter 723 -- FL ST 723.011. Disclosure prior to rental of a mobile home lot; prospectus, filing, approval

(1)(a) In a mobile home park containing 26 or more lots, the park owner shall file a prospectus with the division. This has not been done.

Prior to entering into an enforceable rental agreement for a mobile home lot, the park owner shall deliver to the homeowner a prospectus approved by the Division. ORMHP has no Prospectus and has nothing approved by the Division.

(d) The division shall maintain copies of each prospectus and all amendments to each prospectus which are considered adequate by the division. The division shall provide copies of documents requested in writing under this subsection within 10 days after the written request is received. The Division has nothing required, and I was informed they do not exist.

I never received a Prospectus or a Rental Agreement. EXHIBITS 1 to 5 are copies of all communications with the Park prior to move-in. These show that I never received a Prospectus or Rental Agreement.

On 2/13/2026, I emailed Kirk West requesting a copy of the Rental Agreement, but there was no response. [EXHIBIT 83.]

**Material Noncompliance with Florida Statutes Chapter 723 --
FL ST 723.012.** Prospectus or offering circular

I never received a Prospectus.

The prospectus or offering circular, which is required to be provided by s. 723.011, must contain specific information. As there is no Prospectus or Offering Circular, none of the specific information was provided.

**Material Noncompliance with Florida Statutes Chapter 723 --
FL ST 723.013.** Written notification in the absence of a prospectus

This was violated.

A mobile home park owner who enters into a rental agreement in which a prospectus is not provided shall give written notification to the mobile home owner of specific information prior to occupancy.

This was not done.

**Material Noncompliance with Florida Statutes Chapter 723 --
FL ST 723.014.** Failure to provide prospectus or offering circular prior to occupancy

This was violated.

I have asked to cancel the rental, receive relocation costs, and receive payment on the amount I paid for the home as well as the amounts I paid for repairs and improvements.

**Material Noncompliance with Florida Statutes Chapter 723 --
FL ST 723.021.** Obligation of good faith and fair dealings

This was violated.

The ownership and management of Oak Ridge Mobile Home Park have not operated in good faith and have not provided fair dealings with me

Every rental agreement or duty within this chapter imposes an obligation of good faith and fair dealings in its performance or enforcement. I will seek an order finding the other party has not complied with the obligations of good faith and fair dealings. Upon such a finding, the court shall award reasonable costs and attorney's fees to the prevailing party for proving the noncompliance.

**Material Noncompliance with Florida Statutes Chapter 723 --
FL ST 723.022. Mobile home park owner's general obligations**

This Statute requires compliance with properly promulgated park rules and regulations.

This is being violated.

You have allowed potted plants and lawn statues in violation of Rule 17. There are 27 homes with potted plants. [EXHIBIT 101.]

EXHIBIT 88 is a photo of 2980 Cactus, the home of Kirk West, manager. So, even the manager has potted plants in the front yard in violation of Rule 17.

**Material Noncompliance with Florida Statutes Chapter 723 --
FL ST 723.022. Mobile home park owner's general obligations**

This is being violated.

This Statute requires compliance with properly promulgated park rules and regulations.

You have allowed homes to fail to have valid permits or display valid permits in violation of Rule 28. There are 28 homes that are not licensed. [EXHIBIT 101.]

You have allowed outside storage in violation of Rule 20. 12 homes have clutter from outside storage. [EXHIBIT 101.]

Material Noncompliance with Florida Statutes Chapter 723 --

FL ST 723.024. Compliance by mobile home park owners and mobile home owners

This needs to be done.

Local government must be informed that many violations of a local code has occurred, and local government shall cite you for the violation and enforce the citation under its local code and ordinance enforcement authority.

I have notified the Division and Highlands County.

Material Noncompliance with Florida Statutes Chapter 723 --

FL ST 723.025. Park owner's access to mobile home and mobile home lot

You have violated this statute.

A mobile home park owner has no right of access to a mobile home unless the mobile home owner's prior written consent has been obtained or unless to prevent imminent danger to an occupant of the mobile home or to the mobile home.

The park owner has no right of entry onto the lot for cutting beautiful palm trees and interfering unreasonably with the home owner's quiet enjoyment of the lot.

You have violated 723.025 by entering on my property without notice and butchering two formerly beautiful palm trees.

EXHIBIT 90 shows what used to be trees.

Paragraph 17 of the Rules [EXHIBIT 101]states: "SHRUBS, TREES AND PLANTS: Are the tenant's responsibility...."

Paragraph 7 of the Rules states: "LOT ACCESS: The management or its agent reserves the right of access onto all lots at all times for purposes of inspection, utility maintenance, repairs, etc. or to take any action to keep premises up to standard." My trees did not require inspection,

are not utilities, did not require repairs, and were standard palm trees in the Park.

**Material Noncompliance with Florida Statutes Chapter 723 --
FL ST 723.031. Mobile home lot rental agreements**

As the tenancy is not covered by a valid written rental agreement, the required statutory provisions shall be deemed to be a part of the rental agreement.

As there is no rental agreement, there was no disclosure of the lot rental amount and services included.

An increase in lot rental amount has been arbitrary.

I believe the wages and expenses of people doing work on homes owned by the Park are being charged to the homeowners.

When I attended a new owner meeting in 2024, we were told these workers are not being charged to the owners through Lot Rent. I don't believe this is true.

**Material Noncompliance with Florida Statutes Chapter 723 --
FL ST 723.033. Unreasonable lot rental agreements; increases, changes**

A court, should find as a matter of law, that Lot Rent amounts and rent increases are unreasonable, and the court may:

- (a) Refuse to enforce the lot rental agreement.
- (b) Refuse to enforce the rent increase or change.
- (c) Enforce the remainder of the lot rental agreement without the unreasonable provision.
- (d) Limit the application of the unreasonable provision so as to avoid any unreasonable result.
- (e) Award a refund or a reduction in future rent payments.

(f) Award such other equitable relief as deemed necessary.

I believe the Lot Rent is excessive and has been increased without justification.

**Material Noncompliance with Florida Statutes Chapter 723 --
FL ST 723.035. Rules and regulations**

You have violated the Rules [EXHIBIT 101] by entering on my property without notice and butchering two formerly beautiful palm trees.

I signed the Rules and Regulations on 11/1/2025. [EXHIBIT 40.]

Paragraph 17 of the Rules states: "SHRUBS, TREES AND PLANTS: Are the tenant's responsibility...." Paragraph 7 of the Rules states: "LOT ACCESS: The management or its agent reserves the right of access onto all lots at all times for purposes of inspection, utility maintenance, repairs, etc. or to take any action to keep premises up to standard."

My trees did not require inspection, are not utilities, did not require repairs, and were standard palm trees as seen in the Park.

(1) A copy of all rules and regulations shall be posted in the recreation hall, if any, or in some other conspicuous place in the park.

The Rules and Regulations are NOT POSTED in the Recreation Hall. [EXHIBIT 87.] I searched the Hall carefully on 2/18/2026.

**Material Noncompliance with Florida Statutes Chapter 723 --
FL ST 723.037. Lot rental increases; reduction in services or utilities; change in rules and regulations; mediation.**

I plan to organize manufactured home owners to deal with this.

**Material Noncompliance with Florida Statutes Chapter 723 --
FL ST 723.061.** Eviction; grounds, proceedings

When I moved in on 10/25/2024, Kirk West threatened me with eviction. [EXHIBIT 6.] I was not violating any rule. I had paid the Lot Rent. I was not in violation of a federal or state law or local ordinance.

Florida statutes require an eviction notice to be sent to me by certified or registered mail with return receipt requested. I did not receive the required notice.

**Material Noncompliance with Florida Statutes Chapter 723 --
FL ST 723.0615.** Retaliatory conduct

This has been violated.

On October 6, 2025, I wrote to Oak Ridge Mobile Home Park, 3028 Vine Lane, Sebring, Florida 33870 to report "I continue to receive bogus messages from you saying I have not paid. This is false. My USAA Bank record shows there has been plenty of money and no efforts by you to charge me."

On November 3, 2025, I wrote to Oak Ridge Mobile Home Park, 3028 Vine Lane, Sebring, Florida 33870 to report "I have not received an invoice for November Lot Rent."

On January 13, 2026, I wrote to Mr. McDuffie:

I had set up an Autopay. The attached records from USAA Bank show \$839 paid on 7/1, 7/30, 9/3 and 10/8. I dropped Autopay for my 11/4 payment.

Please note that I had a bank balance of \$1,311.68 on 10/1/2025, and I had a 4-digit bank balance for a week. So, a charge from Oak Ridge Mobile Home Park would have been paid. Note that the bank does not show a charge. On 10/3/2025, the Rent Manager claims I had insufficient funds. THIS IS FALSE. On 10/4/2025, the Rent Manager claimed

unpaid and assessed \$35. On 10/7/2025, the Rent Manager sent a statement showing \$974 due.

Please remove the \$35 late fee and the \$100 penalty. This was ultimately done.

On January 29, 2026, I sent you notice that you were to credit me for the February Lot Rent Payment and all future payments until my butchered palm tree is replaced. This request was ignored though Mr. McDuffie did claim that the trees were inspected by members of your executive team and they found no damage. This is outrageous. I sent photos of the damage, which I again attach.

You damaged my property. Paragraph 17 of the Rules states: "SHRUBS, TREES AND PLANTS: Are the tenant's responsibility...."

I have also been ignored on my requests for the age of the woman at 2732 Bolin Lane. I sent you notice that you were to credit me for the February Lot Rent Payment and all future payments until I was given this information.

On January 29, 2026, I sent you notice that I have been given false information about the Rules.

You have violated previously enacted Park rules. You have violated the Rental Agreement.

On January 29, 2026, I sent you notice that I intend to sue for fraud and misrepresentation unless you pay me \$37,999 for my home. You refused.

On 2/10/2026, I notified you that I intend to seek treble damages through a RICO action. [EXHIBIT 77.]

On February 12, 2026, I found a demand letter taped to my door. I find this to be a retaliatory action against me. [EXHIBITS 78, 79, 80.] The "FIVE DAY DEMAND FOR PAYMENT OF RENTAL AMOUNT" said the total due was \$985.00. The DEMAND cites Florida Statutes Chapter 723 et seq (723.001 to 723.1255), the Rules and Regulations of the Park, and Florida Statute 723.061. The DEMAND said if \$985.00 was not paid on or before 2/18/2026, my rental agreement is terminated and I must immediately vacate

the premises. I paid it to keep from having my home seized by you.
[EXHIBIT 82.]

Chapter 723 of the Florida Statutes (Title XL, Real and Personal Property), known as the "Florida Mobile Home Act," regulates the landlord-tenant relationship for mobile home park lot tenancies. It applies to parks with 10 or more lots, governing rental agreements, 90-day notices for rent increases/service changes, prospectus disclosures, eviction procedures, and homeowners' association rights. [EXHIBIT 86.]

I am filing a civil suit against John McDuffie, Central Equities Florida, Oak Ridge Mobile Home Park, Kirk West. And others.

RICO Violations

Misrepresentation

Elder Abuse

Eviction Threats

Fraud



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