

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR SUMTER COUNTY, FLORIDA**

VAUGHN R. HARRIS and CHERYL M. HARRIS,
ART SPENGLER, and TERRANCE PIOTROWICZ
and SUZANNE PIOTROWICZ,

CASE NO.: 2012-CA-001348

CLASS REPRESENTATION

Class Plaintiffs/Class Representatives,

v.

WILDWOOD VILLAGES, LLC, a Florida limited liability
company, QUEST INDUSTRIES, LC, a Florida
limited liability company, and UNITY LAND
MANAGEMENT, a Florida limited liability
company,

Defendants.

NOTICE OF PENDENCY OF CLASS ACTION

To All Potential Members of the Following Classes:

1. All lot owners, past or present, within Hearty Host Lake Resort, as may have been or will be subsequently replatted (“Hearty Host”), Heritage Wood ‘n Lakes Estates, as may have been or will be subsequently replatted (“Heritage Wood”) and Water Wheel Adult Mobile Home Community and RV Park Unit No. 1, as may have been or will be subsequently replatted (“Water Wheel”), except Defendants or any officer, director, manager, member, employee or agent thereof, who paid a monthly assessment a.k.a. monthly maintenance fee to any of the Defendants during the applicable statute of limitations period (the “Class”); and

2. All lot owners, past or present, within Hearty Host, Heritage Wood and Water Wheel, except Defendants or any officer, director, manager, member, employee or agent thereof, who were sixty (60) years of age or older when they paid a monthly assessment a.k.a. monthly maintenance fee to any of the Defendants during the applicable statute of limitations period (the “FDUTPA Class”).

Collectively, the Class and FDUTPA Class may be referred to as “the Classes.”

For specification, the applicable statute of limitations may include the period of, but no earlier than, September 14, 2007 to the present.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

YOU HAVE NOT BEEN SUED.

Lot owners within Hearty Host, Heritage Wood and Water Wheel have sued Wildwood Villages, LLC (“Wildwood Villages”), Quest Industries, LC (“Quest”) and Unity Land Management (“Unity”) (the “Lawsuit”). The Circuit Court of Sumter County (the “Court”) has allowed the Lawsuit to be a class action on behalf of the above described Classes.

The Court has not decided whether Wildwood Villages, Quest or Unity have done anything wrong. There is no money available now, and no guarantee there will be a favorable judgment. An unfavorable judgment may be entered against the Class Members if the Defendants prevail prior to or at trial. Similarly, a favorable judgment may be entered in favor of the Class Members if Class Plaintiffs prevail prior to or at trial. However, your legal rights are affected, and you must decide now whether to remain a member of the Class or opt out of the Class. Your options are explained in this notice. **To opt out, you must act before July 31, 2018.**

Unless this case is resolved by settlement or otherwise dismissed, Class Counsel must prove the claims against Wildwood Villages, Quest and Unity (the “Defendants”) prior to or at a trial. Defendants have raised several defenses in the Lawsuit, and otherwise deny the claims made against them.

If money or benefits are obtained from Wildwood Villages, Quest or Unity, you will be notified about how to ask for a share of the recovery. Any questions not answered by this Notice of Pendency of Class Action (the “Notice”) should be directed to Class Counsel and not the Court. The contact information for Class Counsel is Bowen & Schroth, P.A., 600 Jennings Avenue, Eustis, Florida 32726.

WHY THIS NOTICE WAS SENT TO YOU

Wildwood Villages has indicated that you were a lot owner within Hearty Host, Heritage Wood or Water Wheel, who paid a monthly assessment a.k.a. monthly maintenance fee to all or some of the Defendants during the applicable time period(s) of no earlier than September 14, 2007 to the present, and are, therefore, a member of one or both of the above Classes. This notice is being sent to you pursuant to Florida Rule of Civil Procedure 1.220(d)(2), which requires that, upon the certification of a Class, all members of the Class who can be identified and located be provided with certain information regarding the Lawsuit and their rights.

BACKGROUND OF THE LAWSUIT

Plaintiffs, Vaughn R. Harris and Cheryl M. Harris, initially filed this action on September 14, 2012.

The Class Plaintiffs allege that Wildwood Villages has used the monthly maintenance fee to overcharge the Classes. The Class Plaintiffs make allegations, including but not limited to: that Defendants use the monthly maintenance fees in a manner and for purposes not authorized by the Hearty Host, Heritage Wood and/or Water Wheel Declarations of Restrictions (“Declarations”), as amended, including without limitation: on legal expenses incurred defending this litigation and other lawsuits; equipment not necessary or used for the maintenance of the Recreational Facilities;

payments and/or interest payments made upon a loan debt for which the lot owners are not responsible, and which is secured by real property not part of the Common Areas or Recreational Facilities; expenses for maintenance and/or service that was not actually provided; payment of personal expenses; and wages for staff engaged in roles for the Defendants.

Class Plaintiffs also maintain that: (1) Defendants have sold items purchased or financed with Class Plaintiffs' monthly maintenance fees and failed to properly apply those revenues to the financial statements to reduce the monthly assessment monthly a.k.a. maintenance fee amounts; (2) that Wildwood Villages has failed to pay assessments a.k.a. monthly maintenance fees on the individual lots it owns within the Subdivisions; (3) that Defendants have financed their operations through improperly assessing Class Plaintiffs; (4) that Wildwood Villages has artificially inflated or miscalculated the fair market value in determining the "reasonable profit margin" referenced in the Declarations; and (5) Wildwood Villages has artificially high monthly maintenance fees, fabricated and falsely inflated Wildwood Villages' "expenses," and failed to credit rental "revenues" derived from the unauthorized renting out of the clubhouse and other Recreational Facilities to reduce the monthly maintenance fee amounts.

Amongst other things, the Class Plaintiffs ask the Court to declare that the conduct of Wildwood Villages, Quest and Unity is improper, violates the Declarations and constitutes a breach of fiduciary duty and a breach of the duty of good faith and fair dealing. The Class Plaintiffs have also asked the Court to stop Wildwood Villages, Quest and Unity from continuing such conduct, and to award damages to the Class and FDUTPA Class, along with an award for the Class Plaintiffs' reasonable attorneys' fees and court costs.

The Class Plaintiffs' claims are only allegations at this time, as no trial has occurred, and the Court has not concluded that Defendants have acted in any wrongful manner or otherwise engaged in any of the conduct that Class Plaintiffs allege.

The Defendants deny all of Class Plaintiffs' claims and have raised several defenses in response to those claims. The Defendants maintain that Wildwood Villages has fully complied with all of its duties under the Declarations. The Defendants allege that Wildwood Villages correctly calculated the monthly maintenance fees charged to the Class and FDUTPA Class in accordance with the Declarations, rulings in prior lawsuit(s), as well as prior agreements reached with lot owners' authorized representatives. The Defendants also maintain that Wildwood Villages never misused or misappropriated any funds collected from the Class and FDUTPA Class. Defendants therefore have asked the Court to find for Defendants on the Class Plaintiffs' claims, to enter judgment in the Defendants' favor and to award them their reasonable attorneys' fees and court costs.

No money or benefits are available now because the Court has not decided whether Wildwood Villages, Quest or Unity did anything wrong, and the two sides have not settled the Lawsuit. There is no guarantee that any money or benefits will ever be obtained. If they are, you will be notified about how to ask for a share of the recovery.

CLASS CERTIFICATION

On March 17, 2017, the Court ruled that this Lawsuit may be maintained as a class action on behalf of the following Classes:

1. All lot owners, past or present, within Hearty Host Lake Resort (“Hearty Host”), Heritage Wood ‘n Lakes Estates (“Heritage Wood”) and Water Wheel Adult Mobile Home Community and RV Park Unit No. 1 (“Water Wheel”), except Defendants or any officer, director, manager, member, employee or agent thereof, who paid a monthly assessment a.k.a. monthly maintenance fee to any of the Defendants during the applicable statute of limitations (the “Class”); and

2. All lot owners, past or present, within Hearty Host, Heritage Wood and Water Wheel, except Defendants or any officer, director, manager, member, employee or agent thereof, who were sixty (60) years of age or older when they paid a monthly assessment a.k.a. monthly maintenance fee to any of the Defendants during the applicable statute of limitations (the “FDUTPA Class”).

The class action certification was upheld by the Fifth District Court of Appeals (the appellate court) on or about April 30, 2018.

The estimated number of Class Members exceeds 145 and the estimated number of FDUTPA Class Members exceeds 115. The Court has certified as Class Representatives for both classes, Vaughn R. Harris and Cheryl M. Harris, Art Spengler, Terrance Piotrowicz and Suzanne Piotrowicz (the “Class Representatives”). The Class Representatives will be seeking relief on behalf of themselves and all Class Members and FDUTPA Class Members. The law firms of Lieser Skaff Alexander, PLLC and Bowen & Schroth, P.A. have been hired by the Class Representatives and appointed by the Court as Class Counsel. As a Class Member, you will not be directly charged by Class Counsel to represent you in this Lawsuit.

RIGHT TO SEPARATE COUNSEL

You have the right to hire your own attorney and unless you retain your own counsel to enter an appearance on your behalf, you will be represented by Class Counsel. If you choose to hire your own attorney, you will have to pay that attorney.

PRECLUSION FROM BRINGING A SEPARATE LAWSUIT

If you are a member of one or both Classes and the Defendants prevail at trial in the class action Lawsuit, you may not be able to successfully bring the same or similar claims against the Defendants in your individual capacity. As a Class Member, you can be bound by the judgment that the Court enters in the Lawsuit, regardless of whether the judgment is favorable or unfavorable.

YOUR OPTIONS

The purpose of this Notice is to advise you of the existence of this Lawsuit and how it may affect your rights. You have to decide whether to stay in the Class or ask to be excluded before the trial, and you have to decide this now. Your options regarding this lawsuit are as follows:

<p>Do Nothing to Remain in the Class</p>	<p>By doing nothing, you will remain a member of the Class. Your interests will be represented by Class Counsel and you will be bound by the outcome of this Lawsuit. In the event of a favorable judgment, you may be able to share in the recovery. In the event of an unfavorable judgment, you may be precluded from bringing the same or similar claims against Wildwood Villages, Quest or Unity on your own behalf. You will be entitled to notice of and an opportunity to be heard regarding any proposed settlement or dismissal of this Lawsuit. You may be entitled to share in settlement proceeds obtained on behalf of the Class.</p> <p>If you want to remain a member of the Class, you should NOT sign the “Request for Exclusion From Class” form.</p>
<p>Opt Out of the Class</p>	<p>By opting out of the Class, your interests will not be represented by Class Counsel and you will not be bound by the ultimate outcome of this Lawsuit unless you seek to intervene in this Lawsuit. In the event of a favorable judgment, you will not share in the recovery if you opt out of the Class. In the event of an unfavorable judgment, you may still assert the same or similar claims you have against Wildwood Villages, Quest or Unity, subject to statute of limitations issues. You will not be entitled to notice of or an opportunity to be heard regarding any proposed settlement or dismissal of the Lawsuit and you will not be entitled to share in any settlement proceeds obtained on behalf of the Class if you opt out of the Class.</p> <p>If you want to be excluded from the Class, you must complete the enclosed form (“Request for Exclusion From Class”) and return it by mail, postmarked no later than July 31, 2018, to:</p> <p style="text-align: center;">Bowen & Schroth, P.A. 600 Jennings Avenue Eustis, Florida 32726</p> <p>If you request exclusion on behalf of any person or entity other than yourself, you must state your legal authority to execute the request on behalf of that other person or entity.</p>

FURTHER COURT PROCEEDINGS

The Lawsuit is not presently set for trial. You may communicate with Class Counsel if you have any evidence you believe would be helpful to establish the Class claims, and you may be asked by the parties to provide information relevant to the case. Any such information may likely be shared with counsel for the Defendants via the discovery process.

If it becomes necessary to hold a trial in order to resolve this class action, there is no guarantee that the Class Plaintiffs will win, or that they will get any money for the Class. You do not need to attend the trial unless you are compelled to do so later. Class Counsel will present the case for the Class Plaintiffs; and Wildwood Villages, Quest and Unity will present their respective defenses. You or your own attorney are welcome to attend at your own expense.

ADDITIONAL INFORMATION

If the Class Plaintiffs obtain any money or benefits as a result of this class action, you will be notified about how to participate in the recovery. It is unknown how long this will take.

Any questions you have concerning the matters contained in this Notice should NOT be made to the Court, but should be directed in writing to:

Bowen & Schroth, P.A.
600 Jennings Avenue
Eustis, Florida 32726

REMINDER AS TO TIME LIMIT

If you wish to be excluded from the Class, you must return a completed “Request for Exclusion From Class” form to Class Counsel by mail **postmarked no later than July 31, 2018**.

Dated: June 11, 2018

BY ORDER OF THE COURT,
FIFTH JUDICIAL CIRCUIT IN AND FOR
SUMTER COUNTY, FLORIDA



THE HONORABLE WILLIAM H. HALLMAN, III
CIRCUIT COURT JUDGE