

IN THE CIRCUIT COURT OF THE  
TENTH JUDICIAL CIRCUIT IN AND FOR  
POLK COUNTY, FLORIDA

CASE NO: 2014CA-2891-0000-00

IN RE: THE MATTER OF:

JOHN LANDERS; KEITH EARLES;  
STEVEN HALL; JEFF McABEE; and  
JIM WAY,

Plaintiffs,

vs.

INDIAN LAKE ESTATES, INC.,  
a Florida not-for-profit corporation,

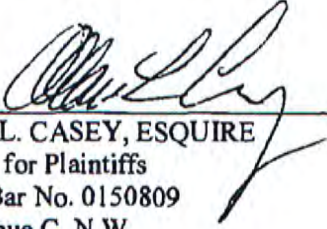
Defendant.

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**NOTICE OF SERVING INTERROGATORIES**  
**TO INDIAN LAKES ESTATES, INC.**

COME NOW the Plaintiffs, **JOHN LANDERS, KEITH EARLES, STEVEN HALL, JEFF McABEE and JIM WAY**, by and through their undersigned attorney, and give notice that an original and one copy of the Interrogatories were served upon the Defendant on this 13<sup>th</sup> day of January, 2015, who, in accordance with the Florida Rules of Civil Procedure, is required to answer in writing and under oath within thirty (30) days from the date of this service.

DATED this 13 day of January, 2015.

  
\_\_\_\_\_  
ALLAN L. CASEY, ESQUIRE  
Attorney for Plaintiffs  
Florida Bar No. 0150809  
395 Avenue C, N.W.  
Post Office Box 7146  
Winter Haven, Florida 33883-7146  
Telephone: 863-294-4468  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via electronic service to Rory B. Weiner, Esquire (rweiner@roryweiner.com and jwallace@roryweiner.com) and Scott Fitzpatrick, Esquire (scott@owenslawgroup.com) on this 13 day of January, 2015.



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ALLAN L. CASEY, ESQUIRE

**INTERROGATORIES TO**  
**INDIAN LAKE ESTATES, INC.**

(1) How many lot owners are active dues paying voting members in Indian Lake Estates, Inc (hereafter ILE)?

(2) If a lot owner in ILE pays your annual licensing fee, are they considered a voting member of ILE? If not, explain why not.

(3) How did ILE derive its authority to collect assessments from ILE lot owners?

(4) Are you aware of how various Court decisions rendered in Polk County Circuit Court cases since the platting of the Indian Lake Subdivision (hereafter ILS) affect ILE's right to collect annual assessments and to expend those funds for maintenance of streets, roadways and other common areas? If so, please describe.

(5) Do any of these Court decisions refer to this assessment as a license fee?

(6) Is the same authority relied upon by ILE in the past to levy and collect assessments and amend the Original Restrictions the same authority relied upon by ILE in its recent adoption of the Amendment and Restatement of License Agreement and Covenants and Restrictions (hereafter Amendment) for ILE? If not, describe the origin and nature of such authority.

(7) Where in the original Restrictions placed on ILE lot owners did the developer grant lot owners a license to use the streets, roads and other common areas in ILE in exchange for payment of a fee?

(8) Were the owners of lots in all the Indian Lake Subdivision plats that are not members of ILE given any notice of the proposed Amendment?

(9) Please describe what specific provisions in the Articles of Incorporation and By-Laws of ILE give it the authority to adopt the Amendment.

(10) Describe what you mean when you say in Paragraph 1 of the Amendment, "The License, which is coupled with an interest in each lot shown on the Plats..."

(11) Prior to passage of the Amendment, was any lot owner charged a fee for use of the streets and roadways located in ILE?

(12) What are the current funds derived from imposition of the license fee being used for? Is this the same use that ILE made of the annual maintenance fees collected in the prior sixty (60) plus years from lot owners?

(13) On what date did the Board of Directors of ILE first discuss imposition of an annual license fee on lot owners and from whom did this idea first emanate?

(14) In Paragraph 4 of the Amendment it states that an owner of a lot may accept the new Residential and Commercial Restrictions. Does this mean a lot owner has a choice of whether or not to accept the Amendment?

(15) Does a lot owner in ILE have any practical way to access their lot in ILE by vehicle without using the streets and roadways in ILE?

(16) Is there any way a lot owner can use the streets and roadways in ILE to access their lot and not be deemed to have accepted and agreed to the terms of the Amendment?

(17) Did ILE know at the time it passed the Amendment that there were lot owners who felt its passage was unauthorized and illegal?

(18) Describe what rights you believe a lot owner is granted under the terms of the Dedication and Declaration attached as Exhibit J to the Amended Complaint filed by the Petitioners in this cause.

(19) Under the terms of the Original Restrictions, did they automatically renew every ten (10) years unless terminated by a two-thirds vote of the lot owners? Have those Restrictions ever been terminated by the lot owners?

(20) Were lot owners at ILE allowed unrestricted use of the streets and roadways located in ILE without being charged a license fee for over seventy (70) years prior to January of 2014?

(21) Did ILE seek or receive opinions of any other persons, other than the attorneys representing it in this cause, as to the legality of the actions imposed by the Amendment on lot owners? If so, give their names and addresses.

(22) On what date do you consider MARTA's application to have voided the Original Restrictions?

(23) Under the terms of the Amendment, does the Board of Directors have the right to levy and collect an annual license fee and an annual maintenance fee?

(24) Are any of the funds raised from imposition of the license fee being used to pay legal fees or other collection agency fees in connection with collection of the license fee from lot owners?



(25) To whom does ILE regularly provide copies of its financial statements or records?

(26) What percentage of lot owners in ILE paid the 2014 license fee after the first billing or mailing?

(27) How many lot owners in ILE were sent a second "reminder billing" and what percentage paid after this was sent out?

(28) What percentage of lot owners in ILE have paid the license fee after receiving collection letters from an attorney or a collection agency?

**VERIFICATION OF ANSWERS TO INTERROGATORIES**

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

**BEFORE ME**, the undersigned authority, this day personally appeared \_\_\_\_\_ who first being duly sworn, deposes and says that the foregoing Answers to Defendant's Interrogatories are true and correct.

\_\_\_\_\_  
Signature – Affiant  
Printed Name: \_\_\_\_\_

**SWORN TO AND SUBSCRIBED** at State and County aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Printed Name:  
My Commission Expires: \_\_\_\_\_

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Plaintiffs,

vs.

INDIAN LAKE ESTATES, INC.,  
a Florida not-for-profit corporation,

Defendant.

---

**REQUEST FOR PRODUCTION TO**  
**INDIAN LAKE ESTATES, INC.**

COME NOW the Plaintiffs, **JOHN LANDERS, KEITH EARLES, STEVEN HALL, JEFF McABEE and JIM WAY**, by and through their undersigned attorney, and hereby serve their Request for Production upon the Defendant, **INDIAN LAKE ESTATES, INC., a Florida not-for-profit corporation**, as follows:

**I – INSTRUCTIONS**

1. Your response to this request shall be made within thirty (30) days after its service on you.
2. You are required by law to produce all documents falling within the parameters of the requests set out below which are in your possession, custody or control. Without limitation of the term “control” as used in the preceding sentences, a document is deemed to be in your control if you have the right to secure the document or a copy thereof from any person or public or private entity having actual physical possession thereof. If any document requested was, but is no longer,

in your possession or subject to your control as defined herein, state what disposition was made of it and the date(s) or approximate date(s) on which disposition was made.

3. If any documents are withheld from production on the basis of a claim of privilege or exemption from discovery, please furnish the following information for each such document:

- a. Date(s) the document was generated;
- b. Name, address, employer, title and telephone number of the author(s) of the document;
- c. Description of the document (*e.g.*, letter, deed, memorandum, etc.);
- d. Name, address, employer, title and telephone number of any indicated recipient(s) of the document;
- e. Name, address, employer, title and telephone number of every person to whom the document has ever been disclosed, and the date(s) and circumstances of each such disclosure;
- f. Subject matter of the document;
- g. Basis for claiming privilege or exemption from discovery; and,
- h. All facts upon which you rely to support your claim of privilege or exemption from discovery.

4. In the event you object to any request in whole or in part, state in complete detail in your response the nature of your objection, and comply with any part of the request of which you do not object.

5. Items in response to this request shall be produced either as they are kept in the ordinary course of business or organized and labeled to correspond with the categories in this request. The documents shall be produced in a fashion allowing inspection of all written or graphic material on the front and back of the documents.

6. These requests are continuing in character so as to require you to promptly supplement your response if you obtain further or different information after filing your response.



7. The documents shall be produced at the office of Allan L. Casey, Attorney at Law, 395 Avenue C, N.W., Winter Haven, Florida 33881, on February 16, 2015, at 2:00 p.m.

## **II – DEFINITIONS**

1. **Document.** The term “document” or “documents” when used in this Request shall be used in its broadest sense so as to include recorded information in any form, and shall include without limitation both an original and any non-identical copy, writing, any printed or graphic representation, catalogue, circular, advertisement, brochure, label, manual, report, letter, memorandum, drawing, sketch, email and note. The term “document” or “documents” shall also include any information stored in, maintained on or accessible through computers, disk drives, or other electronic storage media, or other information storage or retrieval systems including without limitation program files, data files and data compilations from which information can be obtained (translated, if necessary, by you, into a reasonably useable form), together with the codes or programming instructions and other material necessary to understand use such systems.

2. **Produce.** The term “produce” when used in this Request shall mean to make documents requested herein available for inspection and copying and to separate such documents into the categories set forth in this Request.

## **III – REQUESTS**

1. Please provide copies of the Annual Reports you have filed with the Florida Department of State for years 2010 through 2014.

2. Please provide a list of all owners of lots in Indian Lake Estates (hereafter ILE) who have failed and/or refused to pay the 2014 License Fee.

3. Please provide copies of minutes of all meetings of the Board of Directors and membership from January 1, 2012 to present.

4. Please provide a representative sample of billings or statements sent to lot owners of ILE for any fees for the years 2012 to date (one each for a residential and commercial lot owner for each year will suffice).

5. Please provide a list of all persons employed by ILE since January 1, 2012.
6. Please provide a list of all gross revenues collected by ILE for the years 2010 through 2014 from any source, identifying thereon what the source was.
7. Please provide a list giving the names and addresses of any and all persons who were involved in the decision to place the Amendment and Restatement of License Agreement and Covenants and Restrictions (hereafter Amendment) before the membership of ILE for approval.
8. Please produce copies of all checks or receipts which evidence the expenditure by ILE of any of the funds collected from license fee charges.
9. Please produce copies of all documents, including but not limited to letters, memos, facsimiles, emails and text messages exchanged by any member of the Board of Directors among themselves or with others or generated by any employee of ILE regarding facts and/or circumstances dealing with the subject of the Amended Complaint filed by the Plaintiffs herein.
10. Please provide a copy of any notice that you sent to lot owners regarding the proposed adoption of the Amendment and a list of persons to whom it was sent.
11. Please provide copies of all collection letters sent to lot owners in ILE regarding their failure to pay the license fee, either from ILE, an attorney or a collection agency.
12. If votes in favor of the Amendment were cast by written ballot, please provide a sample copy of said ballot.
13. Please provide copies of the budgets for ILE for 2012 through 2015.
14. Please provide a copy of any separate capital facilities or equipment budget for 2012 through 2015.
15. Please furnish a copy of the most recent bank statement for all bank accounts operated by ILE.
16. Please provide copies of any opinions, furnished by an expert or consultant, requested by or given to the Board of Directors regarding ILE's authority to adopt the Amendment and/or force all lot owners to comply.



17. Please provide a list of all members of the Board of Directors who opposed adoption of the Amendment and/or expressed reservations about the Board of Directors' authority to adopt and impose same.

18. Please provide a list of all attorneys and collection agencies ILE has hired to collect the license fees and all documentation indicating payment of collection fees and to whom. Please furnish copies of any and all documents and records which substantiate the names of lot owners who have paid as a result of such collection efforts, when same were paid and the amount paid.

19. Please provide all documents which evidence the hiring of agents to collect maintenance fees from 2010 to December 31, 2013.

20. Please provide copies of any documents which evidence the date you claim MARTA extinguished the operation of the Original Restrictions.

21. Please provide a list of all persons serving as an officer and/or a director of ILE from January 1, 2012 to present.

22. Please provide copies of ILE's Articles of Incorporation and any amendments thereto.

23. Please provide a copy of your current By-Laws and any amendments thereto adopted in the past five (5) years.

24. Please provide copies of any ballots or other written evidence of the ILE members who voted to adopt the Amendment.

25. Please provide copies of your year-end financial statements for the years 2013 and 2014.

26. Please provide copies of all correspondence received by ILE from lot owners, their agents or attorneys in connection with ILE's adoption of the Amendment or its attempt to collect the license fee allowed thereunder.

DATED this 13 day of January, 2015.

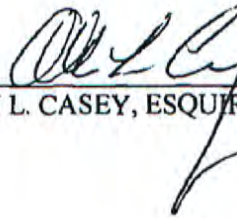


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ALLAN L. CASEY, ESQUIRE  
Attorney for Plaintiffs  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via electronic service to Rory B. Weiner, Esquire (rweiner@roryweiner.com and jwallace@roryweiner.com) and Scott Fitzpatrick, Esquire (scott@owenslawgroup.com) on this 13 day of January, 2015.



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INDIAN LAKE ESTATES, INC.,  
a Florida not-for-profit corporation,

Defendant.

---

**REQUEST FOR ADMISSIONS TO**  
**INDIAN LAKE ESTATES, INC.**

COME NOW the Plaintiffs, **JOHN LANDERS, KEITH EARLES, STEVEN HAL, JEFF McABEE and JIM WAY**, by and through their undersigned attorney, and hereby serve their Request for Admissions upon the Defendant, **INDIAN LAKE ESTATES, INC., a Florida not-for-profit corporation**, as follows:


- (1) One of the Indian Lake Estates, Inc. (hereafter ILE) predecessors in title to the private streets and roadways located within Units 1 through 17, inclusive (including any revisions thereto) of Indian Lakes Subdivision as depicted upon the various plats thereof recorded in Polk County, Florida (hereafter referred to as ILS), was Indian Lake Development, Inc.
- (2) The various streets and roadways located in the various platted units of ILS are depicted upon the plats of ILS.
- (3) There is a provision in the Original Covenants imposed on the residential and commercial lots in ILS whereby the Covenants remained in force until January 1, 1976, and shall be automatically renewed for each ten-year period thereafter unless otherwise terminated as provided for therein.
- (4) The Original Covenants have never been terminated as provided for therein.

- (4) The Original Covenants do not address the issue of ingress and egress to either residential or commercial lots in ILS.
- (5) There is no written documentation that you can produce which supports the position of ILE that in the Original Restrictions the developer granted the owners of lots shown on the ILS plats a license to use the streets and roadways in ILS in exchange for payment of an annual license fee.
- (6) Prior to January of 2014, no lot owner in ILS was ever required to pay a license fee by ILE in order to use the streets and roadways in ILS.
- (7) No attempt was made by ILE to notify owners of lots in ILS that were not members of ILE that ILE was proposing to adopt the Amendment and Restatement of License Agreement and Covenants and Restrictions for Indian Lake Estates (hereafter the Amendment).
- (8) Less than five percent (5%) of the owners of lots in ILS voted in favor of adopting the Amendment.
- (9) Prior to adoption of the Amendment by ILE, various lot owners made it known to ILE that it was their opinion adoption of the Amendment was not authorized nor legal.
- (10) ILE owns no lots in ILS.
- (11) All past increases in maintenance fees charged to lot owners by ILE were approved by more than a majority of the lot owners, as required by the Original Restrictions or Covenants.
- (12) The Original Restrictions or Covenants contain a provision that they can be amended only by an affirmative two-thirds vote of all lot owners in ILE.
- (13) The Amendment was not approved by two-thirds of the lot owners in ILE.
- (14) The membership of ILE represents less than five percent (5%) of all lot owners in ILS.
- (15) Not all members of ILE are allowed to vote on issues which are presented to the membership for approval or disapproval.
- (16) Less than fifty percent (50%) of ILE's membership on average attends membership meetings and participates in corporate business.
- (17) ILE planned from the beginning to use collection agencies and attorneys to get lot owners to pay the license fee.
- (18) ILE planned from the beginning to report lot owners who refused to pay the license fee to credit reporting agencies such that their credit rating would be adversely affected.



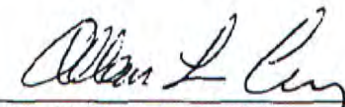
- (19) ILE expected from the beginning that many lot owners would not pay the license fee.
- (20) ILE does not provide copies of its budget or financial statements to lot owners who are not members of ILE.
- (21) ILE does not have its financial records audited or reviewed by a certified public accountant.

DATED this 13 day of January, 2015.

  
\_\_\_\_\_  
ALLAN L. CASEY, ESQUIRE  
Attorney for Plaintiffs  
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ALLAN L. CASEY, ESQUIRE