

June 6, 2009

Victoria Laney
830 Hammocks Dr.
Ocoee, FL 347671

Mr. Phillip Monte
Department of Business and Professional Regulation
1900 N. Monroe St.
Tallahassee, FL 32399

RE: Spencer Solomon, Case No: 2009016750

Dear Mr. Monte,

Thank you for supplying me with a copy of Mr. Solomon's response to the charges against him. Though his counsel, he spends much of his response complaining that I am picking on him. His charges against me are false, distorted, irrelevant or all three. I will respond, briefly, in Appendix A. Even if I did everything he claims, and I certainly did not, he does not have the right to charge late fees that violate limits set by Florida statutes, and to deny access to financial records in violation of statutes.

OVERCHARGING LATE FEES

FS 720.3085(3) (a) **If the declaration or bylaws so provide**, the association may also charge an administrative late fee in an amount not to exceed the greater of \$25 or 5 percent of the amount of each installment that is paid past the due date.

The Hammocks declaration and bylaws do not provide for any late fee at all, and I doubt that every one of the other 26 properties named in my complaint provide for a late fee. Even if some documents provide for a late fee, the \$50.00 or more routinely charged by Southwest violates the statute. Southwest pockets a portion of every late fee. This is documented in the standard Southwest Property Management contract that I sent with my original complaint. Further, the contract shows that Southwest is the liaison with the attorney for the association, Mr. Thomas Slaten. His spirited defense of Mr. Solomon failed to disclose that he is also the attorney for The Hammocks and many other associations. He profits by billing for his time collecting past due assessments, including the late fees that exceed the statutory limits.

Therefore, there is no validity to any claims that Mr. Solomon is just following the orders of various Boards of Directors. He is the one with the CAM license and training. Boards rely on him to give wise counsel, not make them unwitting partners in violations of the Florida Statutes. Mr. Solomon represented to the Boards of Directors that Mr. Slaten or other legal counsel approved the management contracts that provided for late fees that violated the covenants and/or Statutes. The Boards relied on the advice of Mr. Solomon.

When I was on my board, I wrote revised assessment information that complied with Florida Statutes. It was an exhibit in my original complaint. They posted it on the website after having it reviewed by Mr. Slaten. When I was no longer on the board, they started overcharging again. They cannot claim that their overcharging was an innocent mistake.

Mr. Solomon's interpretation of Florida Statute 720.3085 is both strained and strange. He argues that the statute allows them to charge more than \$25.00 for "costs and reasonable attorney's fees incurred in collection." However, homeowners have been charged the late fee of \$50.00 even if their check was only a few days late and there was no collection action at all. The \$50.00 late fee is just the beginning of the charges. Mr. Solomon claims the \$50.00 fee includes an "intent to lien" charge, but Southwest's own records show that the "intent to lien" fee is an additional charge. It is added later if the homeowner is still unable to pay. Please remember that the documents do not allow any late fee at all in The Hammocks and many other neighborhoods. The only lawful penalty for a late payment in The Hammocks is 18% interest, not a \$50.00 late fee on an assessment of \$87.50.

FAILURE TO PRODUCE DOCUMENTS

In defense of Southwest's failure to produce the 2008 Financial Report, Mr. Slaten sets up and then demolishes a straw man argument that misrepresents my concerns. Florida Statute 720.303(7) gives special protection to our rights to see Financial Reports. "...The association **shall**, within the time limits set forth in subsection (5), provide each member with a copy of the annual financial report or a written notice that the financial report is available upon request, at no charge to the member." Mr. Slaten argues that their violation of Florida Statutes was harmless. In support of his argument, he cites a case about dry cleaning fluid.

My primary complaint is that Southwest failed to produce the 2008 Financial Report. In their responses, Mr. Solomon and Mr. Slaten give conflicting information. Mr. Solomon's letter of April 13, 2009 claims that they did not send the report because I did not send my request by certified mail. In contrast, Mr. Slaten claims that the 2008 Financial Report was sent to me within two days of receiving my request.

The truth is that Southwest did not require that anyone request the Financial Report by certified mail. They only required a self-addressed, stamped envelope. I attached a copy of their instructions to my original complaint. They promised in writing "All Financial Reports will be sent by February 2009." I received no report by March 18, when I wrote my complaint. Now it is June, and I still have no report.

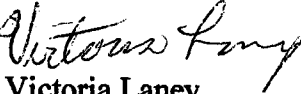
Mr. Slaten claims that I was notified of the need for an in-office inspection of other records that they failed to produce in the past. Please be advised that neither Southwest Property Management nor The Hammocks has an office that is open to homeowners. Mr. Solomon and his employees work out of their houses. That is why Mr. Solomon met me at Staples several years ago to copy some documents. He had to meet me twice because he failed to bring all requested documents the first time. My requests for

documents have been rare and reasonable. At the time I made the request for ARC applications, I was on The Hammocks Board of Directors. It would have been easy enough for Southwest to bring the items to the next board meeting. Southwest has a pattern of failing to provide documents, and nothing Mr. Solomon says can change that.

Please note DBPR case number 2007061371. Somebody unknown to me, in another neighborhood, also complained that Spencer Solomon and his employee Gary Comstock failed to produce financial records within the time required by Florida Statutes.

Please protect the citizens of Florida by requiring Southwest Property Management to comply with the statutes enacted by our legislature. I appreciate your assistance.

Sincerely,



Victoria Laney

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