

IN THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR MANATEE COUNTY, FLORIDA

MARY LOU SMITH, an individual,  
and SHARON DENSON, an individual,

Plaintiffs,

v.

CASE NO. 08 CA 11315

TRAILER ESTATES PARK AND  
RECREATION DISTRICT,  
an independent special taxing district,  
JANET JONES, an individual,  
JOHN VANDER MOLEN, an individual,  
JOSEPH SALERNO, an individual, and  
MARY LOU McNULTY, an individual,

Defendants.

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**TRAILER ESTATE'S MOTION TO AMEND ANSWER**

Defendant Trailer Estates Park and Recreation District ("Trailer Estates") moves, pursuant to Florida Rule of Civil Procedure 1.190, to amend its Answer and states:

1. As this case has proceeded through discovery, it has become apparent that Trailer Estates needs to plead an additional defense.

2. Trailer Estates moves to amend its answer to include a nineteenth affirmative defense, which would state as follows:

As a nineteenth affirmative defense, Trailer Estates, at all times material to this suit, acted with a good faith belief that its actions were proper and in compliance with the law.

3. The proposed amendment will not affect the trial schedule and will not result in unfair prejudice to the Plaintiffs.

4. Rule 1.190(a) provides that a party may amend its pleading by leave of court “and [l]eave of court shall be freely given when justice so requires.” Florida’s courts have acted in accordance with the express terms of the rule and held that leave to amend should be given in circumstances such as this and where the privilege to amend has not been abused and would not be futile. See Carib Ocean Shipping, Inc. v. Armas, 854 So.2d 234 (Fla. 3d DCA 2003).

5. A copy of the amended answer including the new affirmative defense is attached hereto as Exhibit “A.”

### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been sent by facsimile transmission and by U.S. Mail to Kevin S. Hennessy, Esquire, Lewis, Longman & Walker, P.A., 1001 Third Avenue West, Suite 670, Bradenton, Florida 34205, Daniel E. Scott, Esquire, Daniel E. Scott, P.A., 2033 Main Street, Suite 408, Sarasota, FL 34237, Robert E. Turffs, P.A. 1444 First Street, Suite B, Sarasota, Florida 34236, James D. Dye, Esquire, Dye Deitrich, Petruff & St. Paul, P.L., 1111 3rd Avenue W., Bradenton, FL 34205-7834, and Hunter W. Carroll, Esquire, Matthews, Eastmoore, Hardy, Crauwels & Garcia, P.A., 1777 Main Street, Suite 500, Sarasota, FL 34236, on this 21<sup>st</sup> day of August, 2010.

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**TRAILER ESTATES PARK AND RECREATION DISTRICT'S AMENDED  
ANSWER AND AFFIRMATIVE DEFENSES TO THIRD AMENDED COMPLAINT**

COMES NOW the Defendant, Trailer Estates Park and Recreation District (hereinafter referred to as "Trailer Estates") and by and through its undersigned attorneys and pursuant to the applicable Rules of Florida Civil Procedure and hereby files its Answer and Affirmative Defenses to the Third Amended Complaint and herein states:

**ANSWER**

1. The allegations contained in paragraphs 1, 2, 8, 12, 18, 20, 22, 24, 25, 26, 27, 28, 29, 30, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 53, 54, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 79, 80, 81, 82, 83, 84, 85, 87, 88, 89, 90, 91, 92, 93, 94, and 95 are denied.
2. Trailer Estates admits the allegations of paragraphs 5, 10, 11, 13, 14, 15, 17, 55, 58, and 59.



3. Trailer Estates is without knowledge concerning the allegations of paragraphs 3, 4, 9, 16, 19, and 21.

4. Regarding the allegations of paragraph 6, Trailer Estates denies it was created pursuant to the special act referred to, but admits the remaining allegations of the paragraph.

5. Regarding the allegations of paragraph 7, Trailer Estates admits that it acts through its elected Board of Trustees and denies the remaining allegations of this paragraph.

6. Regarding the allegations of 31, 34, 56 and 57 Trailer Estates admits the allegations of these paragraphs only to the extent that the allegations recite, verbatim, the language of the law or document referred to, otherwise Trailer Estates denies the allegations of this paragraph.

7. In answer to the allegations of paragraphs 23, 52, 78 and 86, Trailer Estates restates and incorporates by reference the answers set forth herein.

8. Any allegation of the Third Amended Complaint not addressed above is hereby specifically denied.

WHEREFORE, Trailer Estates respectfully requests this Honorable Court to enter an Order dismissing the Third Amended Complaint herein with prejudice or to otherwise enter a decree in its favor, together with an award of attorney's fees and costs incurred. Trailer Estates is entitled to an award of attorney's fees under various provisions of law including, but not limited to, the provisions of F.S. 286.011(4) because the Plaintiffs have filed this action in bad faith and/or the action is frivolous. In addition, Trailer Estates is entitled to an award of attorney's fees pursuant to Chapter 2002-361, Section 15(j).

#### **AFFIRMATIVE DEFENSES**

9. As a first affirmative defense, Trailer Estates states that to the extent that the Plaintiffs seek equitable relief, they are barred from doing so by the doctrines of unclean hands. The Plaintiffs

requests were so numerous and repeated, that they were calculated to create error on the part of Trailer Estates and were not made in good faith. The repeated requests and this suit were and are made in bad faith and for the purpose to harass Trailer Estates and the named Board members and to further their own political aspirations.

10. As a second affirmative defense, Trailer Estates states that the Plaintiffs have failed to perform each condition precedent to seeking relief herein including, but not limited to, the presentation of the claim in writing as required by F.S. 768.28(6).

11. As a third affirmative defense, Trailer Estates states that the Third Amended Complaint fails to state an action for declaratory and injunctive relief. The Third Amended Complaint fails to contain sufficient allegations to establish a bona fide actual and present need for a declaration under Chapter 86 or for an injunction and further fails to allege that the Plaintiffs are in doubt concerning their rights or their responsibilities of Trailer Estates under the statutes cited in the Third Amended Complaint. Trailer Estates has filed this Answer and Affirmative Defenses because the Court has ordered that an Answer and Affirmative Defenses be filed, rather than a Motion. The allegations of the Third Amended Complaint are, however, so vague or ambiguous that Trailer Estates cannot reasonably be required to frame a responsive pleading and, accordingly, Trailer Estates requests that the Court order that the Plaintiffs provide a more definite statement.

12. As a fourth affirmative defense, Trailer Estates states that the Third Amended Complaint fails to state a cause of action for mandamus by failure to allege all elements of such an action including, but not limited to, that Plaintiffs have a clear legal right to the relief requested.

13. As a fifth affirmative defense, Trailer Estates states that the Plaintiffs have failed to perform each condition precedent to obtaining a mandamus relief including, but not limited to, the issuance of an alternative Writ of Mandamus as set forth in Fla. R. Civ. P. 1.630.

14. As a sixth affirmative defense, Trailer Estates states that any alleged violation of the Sunshine or Public Records Law prior to Trailer Estates being represented by Kirk-Pinkerton, P.A. was pursuant to the advice of legal counsel.

15. As a seventh affirmative defense, Trailer Estates states that any meeting or discussions between two or more trustees regarding District matters, if they occurred at all, concerned only administrative matters of Trailer Estates or fact finding meetings which are not subject to the Sunshine Law.

16. As an eighth affirmative defense, Trailer Estates states that each cause of action, claim, and item of recovery sought by the Plaintiffs did not accrue within the time prescribed by law for them before this action was brought.

17. As a ninth affirmative defense, Trailer Estates states that the Plaintiffs have waived, or are otherwise estopped from pursuing, their claims that the acts of the Board are void *ab initio*. The waiver and estoppel are based upon facts which include the undue delay in the Plaintiffs' making claims that the acts of the Board are invalid or that any Board member, including Messrs. Neal and Featheringill, were not validly serving on the Board. During the delay, the Plaintiffs were aware that the Board was taking action and making decisions which committed Trailer Estates on various matters, including the entry and performance of contracts and the assessment of taxes upon the residents, all of which the Plaintiffs now claim are void.

18. As a tenth affirmative defense, Trailer Estates states that the Plaintiffs are barred by the doctrine of laches from pursuing any attempt to have any action of the Board of Trustees declared void or to otherwise seek the relief requested in the Third Amended Complaint. For many months the Plaintiffs were aware of the claims but deliberately failed to make any claim or suggestion that the acts of Trailer Estates' Board were invalid or otherwise subject to challenge. These claims

include, but are not limited to, the Plaintiffs present claim that the actions of the Board of Trustees at various times are void *ab initio* due to the allegations set forth in the Third Amended Complaint. Because of the delay of the Plaintiffs in asserting the claims, Trailer Estates has relied and acted upon the actions of the Board of Trustees by entering into contracts, assessing taxes, and taking various acts based upon the determinations of the Board. To declare these actions void would cause great hardship to the District and be unconscionable. During the delay a critical witness for Trailer Estates, Wayne Hamblin, passed away. Had the Plaintiffs promptly raised their claim, Trailer Estates could have corrected any deficiencies so that its decisions would not be otherwise subject to challenge and/or evidence and testimony would have been available to rebut the claims.

19. As an eleventh affirmative defense, Trailer Estates states that the Plaintiffs lack standing to bring a claim based upon the public records requests made by Mr. Meierjorgen or the Future Planning Committee, or any other person or entity who is not a Plaintiff in this action.

20. As a twelfth affirmative defense, regarding Plaintiffs' claim that Messrs. Featheringill and Neal, or any other Board or committee member, were not properly appointed or serving on the Board or committee, the Plaintiffs' exclusive remedy for such a claim was an action in *quo warranto* to remove the member during his or her term of office, not an action for declaratory or injunctive relief filed many months after the member has left office.

21. As a thirteenth affirmative defense, Trailer Estates states that any Sunshine law violation was subsequently cured by consideration of the issue at a subsequent properly noticed and conducted public meeting.

22. As a fourteenth affirmative defense, regarding the transcript of the meeting on January 5, 2009, the meeting was a properly conducted meeting pursuant to the provisions of F.S. 286.011(8) and is therefore exempt from public disclosure until the conclusion of the litigation in the manner described in the statute.

23. As a fifteenth affirmative defense, Trailer Estates states that at all times its custodian of records or her designee acknowledged all Plaintiffs' requests to inspect or copy records promptly and responded to such requests in good faith.

24. As a sixteenth affirmative defense, Trailer Estates states that the actions of any Board or committee member who was not otherwise validly appointed to or serving on the Board or committee were otherwise valid as the exercise of *de facto* authority by those Board or committee members.

25. As a seventeenth affirmative defense, Trailer Estates states that any award to the Plaintiffs is limited by the limited waiver of sovereign immunity pursuant to F.S. 768.28.

26. As an eighteenth affirmative defense, Trailer Estates states that any of the following specific allegations of a Sunshine violation are cured, as follows:

a. Regarding the allegations contained in paragraph 37(a), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any Sunshine violation was cured by discussion at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meeting on February 20, 2006.

b. Regarding the allegations contained in paragraph 37(b), Trailer Estates states that the alleged Sunshine violation was cured at the Board meeting on June 5, 2006.

c. Regarding the allegations contained in paragraph 37(c), Trailer Estates states that the

alleged Sunshine violation was cured at the Board meeting on June 19, 2006.

d. Regarding the allegations contained in paragraph 37(d), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops including, but not limited to, the Board meetings on September 5, 2006, October 16, 2006 and November 20, 2006.

e. Regarding the allegations contained in paragraph 37(e), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on August 7, 2006, September 5, 2006, October 16, 2006 and November 20, 2006 and January 2, 2007.

f. Regarding allegations contained in paragraph 37(f), Trailer Estates states that the alleged Sunshine violation was cured at the Board meeting on September 5, 2006.

g. Regarding the allegations contained in paragraph 37(g), the Plaintiffs have failed to specifically allege details regarding the alleged discussions which allegedly constitute Sunshine violations sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops where the Board discussed the reasons for appointing Tom Featheringill to the Board.

h. Regarding the allegations contained in paragraph 37(h), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops from January

2006 through December 2007.

i. Regarding the allegations contained in paragraph 37(i), the Plaintiffs have failed to specifically allege details regarding the alleged discussions which allegedly constitute Sunshine violations sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops where ARC permits were discussed or approved.

j. Regarding the allegations contained in paragraph 37(j), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to the Board meeting on January 15, 2007.

k. Regarding the allegations contained in paragraph 37(k), the Plaintiffs have failed to specifically allege details regarding the alleged discussions which allegedly constitute Sunshine violations sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on June 16, 2008, July 7, 2008, and March 2, 2009, and the Board workshop on July 14, 2008. In addition, Trailer Estates states that at the time of the alleged Sunshine violation Tom Featheringill was not on the Board.

l. Regarding the allegations contained in paragraph 37(l), the Plaintiffs have failed to specifically allege details regarding the alleged discussions which allegedly constitute sunshine violations sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violations were cured at subsequent Board meetings and/or Board workshops where ARC was discussed.

m. Regarding the allegations contained in paragraph 37(m), the Plaintiffs have failed to specifically allege details regarding the alleged discussions which allegedly constitute Sunshine violations sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violations were cured by subsequent Board meetings and/or Board workshops where procedure for interviewing candidates to fill vacancies on ARC were discussed and/or voted on.

n. Regarding the allegations contained in paragraph 37(n), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops where ARC matters concerning the 6620 Marina property were discussed and/or voted on.

o. Regarding the allegations contained in paragraph 37(o), the Plaintiffs failed to specifically allege details regarding the conversation which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on February 2, 2009 and February 16, 2009.

p. Regarding the allegations contained in paragraph 37(p), the Plaintiffs have failed to specifically allege details regarding the alleged discussions which allegedly constitute a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on February 16, 2009 and March 16, 2009.

q. Regarding the allegations contained in paragraph 37(q), the Plaintiffs have failed to specifically allege details regarding the alleged discussions which allegedly constitute a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged

Sunshine violation was cured by subsequent Board meetings and/or Board workshops from November 2005 through 2009 where ARC permits were discussed and/or voted on.

r. Regarding the allegations contained in paragraph 37(r), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on April 20, 2009 and May 18, 2009 and the Board workshops on April 27, 2009 and May 11, 2009.

s. Regarding the allegations contained in paragraph 37(s), the Plaintiffs have failed to specifically allege details regarding the alleged discussions which allegedly constitute Sunshine violations sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violations were cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board workshop on October 30, 2006.

t. Regarding the allegations contained in paragraph 37(t), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops where policy and procedure matters were discussed and/or voted on.

u. Regarding the allegations contained in paragraph 37(u), the Plaintiffs have failed to specifically allege details regarding the discussion which allegedly constitutes a Sunshine violations sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meeting on February 5, 2007.

v. Regarding the allegations contained in paragraph 37(v), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshop where Trailer Estates policies were discussed and/or voted on.

w. Regarding the allegations contained in paragraph 37(w), the Plaintiffs have failed to specifically allege details regarding the alleged discussions which allegedly constitute a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board workshop on January 22, 2007.

x. Regarding the allegations contained in paragraph 37(x), Trailer Estates states that the alleged Sunshine violation was cured at the Board meeting on February 19, 2007.

y. Regarding the allegations contained in paragraph 37(y), the Plaintiffs have failed to specifically allege details regarding the alleged determination which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meeting on February 11, 2008.

z. Regarding the allegations contained in paragraph 37(z), the Plaintiffs have failed to specifically allege details regarding the alleged ARC permit handled which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on August 20, 2007, September 17, 2007, and October 1, 2007.

aa. Regarding the allegations contained in paragraph 37(aa), the Plaintiffs have failed to specifically allege details regarding the alleged discussions which allegedly constitute Sunshine violations sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on June 4, 2007 and July 16, 2007.

bb. Regarding the allegations contained in paragraph 37(bb), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on February 18, 2008, March 3, 2008, and March 17, 2008.

cc. Regarding the allegations contained in paragraph 37(cc), the Plaintiffs have failed to specifically allege details regarding the alleged discussions which allegedly constitute Sunshine violations sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on February 5, 2007, February 19, 2007, April 2, 2007, April 16, 2007, June 4, 2007 and July 2, 2007.

dd. Regarding the allegations contained in paragraph 37(dd), the Plaintiffs have failed to specifically allege details regarding the alleged determinations which allegedly constitute Sunshine violations sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on November 19, 2007, December 3, 2007 and March 3, 2008.

ee. Regarding the allegations contained in paragraph 37(ee), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitutes a Sunshine

violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on May 7, 2007, May 21, 2007, June 18, 2007, August 6, 2007, October 1, 2007, November 19, 2007, and December 15, 2007.

ff. Regarding the allegations contained in paragraph 37(ff), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meeting on August 18, 2008 and the Board workshop on November 12, 2007.

gg. Regarding the allegations contained in paragraph 37(gg), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitutes an alleged Sunshine violation sufficient enough for Trailer Estates to specifically state cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on May 19, 2008 and June 16, 2008.

hh. Regarding the allegations contained in paragraph 37(hh), the Plaintiffs have failed to specifically allege details of the alleged discussion which constitutes an alleged Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including but not limited to, the Board meeting on November 5, 2007.

ii. Regarding the allegations contained in paragraph 37(ii), Trailer Estates states that the alleged Sunshine violation was cured by the subsequent Board Meetings on January 3, 2006 and January 16, 2006.

jj. Regarding the allegations contained in paragraph 37(jj), the Plaintiffs have failed to specifically allege details regarding the alleged conversation which constitutes an alleged Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on January 7, 2008, February 4, 2008, February 18, 2008, June 2, 2008, September 2, 2008, September 15, 2008, October 8, 2008, October 20, 2008, November 3, 2008, November 17, 2008, December 1, 2008, December 19, 2008 and the Board workshop on June 23, 2008.

kk. Regarding the allegations contained in paragraph 37(kk), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meeting on July 7, 2008 and the Board workshop on June 9, 2008.

ll. Regarding the allegations contained in paragraph 37(ll), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitutes Sunshine violation sufficient enough for the Defendant to state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on October 6, 2008, October 24, 2008, November 7, 2008, November 17, 2008 and the Board workshop on November 10, 2008.

mm. Regarding the allegations contained in paragraph 37(mm), the Plaintiffs have failed to allege specific details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was subsequently cured by Board meetings and/or Board workshops, including,

but not limited to, the Board meetings on March 3, 2008, March 17, 2008, April 7, 2008, June 2, 2008, June 16, 2008, July 7, 2008, July 21, 2008, August 18, 2008, September 2, 2008, October 8, 2008, October 20, 2008 and the Board workshops on March 24, 2008 and June 9, 2008.

nn. Regarding the allegations contained in paragraph 37(nn), the alleged Sunshine violation was cured at the Board meeting on May 28, 2009.

oo. Regarding the allegations contained in paragraph 37(oo), the Plaintiffs have failed to allege specific details regarding the alleged discussion which allegedly constitutes Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on January 21, 2008, February 4, 2008, February 18, 2008, April 7, 2008, April 21, 2008, June 2, 2008, August 6, 2008, September 15, 2008, October 6, 2008, October 24, 2008, November 7, 2008, November 17, 2008 and the Board workshop on November 10, 2008.

pp. Regarding the allegations contained in paragraph 37(pp), the Plaintiffs have failed to allege specific details regarding the alleged discussion which allegedly constitutes Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on December 17, 2007, January 7, 2008, January 21, 2008, February 4, 2008, February 18, 2008, April 7, 2008, April 21, 2008, June 2, 2008, August 6, 2008, September 15, 2008, October 6, 2008, October 24, 2008, November 7, 2008, November 17, 2008 and the Board workshop on November 10, 2008.

qq. Regarding the allegations contained in paragraph 37(qq), the Plaintiffs have failed to specific allege details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged

Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on November 19, 2007, December 3, 2007, December 17, 2007, January 7, 2008, January 21, 2008, February 4, 2008, February 18, 2008, April 7, 2008, April 21, 2008, June 2, 2008, August 6, 2008, September 15, 2008, October 6, 2008, October 24, 2008, November 7, 2008, November 17, 2008 and the Board workshop on November 10, 2008.

rr. Regarding the allegations contained in paragraph 37(rr), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops where the Manatee County Encroachment Agreement was discussed and/or voted on.

ss. Regarding the allegations contained in paragraph 37(ss), the alleged Sunshine violation was cured at the Board meetings on March 5, 2007 and March 19, 2007.

tt. Regarding the allegations contained in paragraph 37(tt), the alleged Sunshine violation was cured at the Board meetings on March 21, 2005 and March 28, 2005, the public hearing on March 28, 2005 and the Board workshop on May 23, 2005.

uu. Regarding the allegations contained in paragraph 37(uu), the Plaintiffs have failed to allege specific details regarding the alleged discussion which allegedly constitutes a sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at the subsequent Board meetings and/or Board workshops during the years 2006 and 2007.

vv. Regarding the allegations contained in paragraph 37(vv), the Plaintiffs have failed to allege specific details regarding the alleged discussion which allegedly constitutes a sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged

sunshine violation was cured at the subsequent Board meetings and Board workshops during the years 2007 and 2008.

ww. Regarding the allegations contained in paragraph 37(ww), the Plaintiffs have failed to allege specific details regarding the alleged discussion which allegedly constitutes a sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged sunshine violation was cured by the subsequent Board meetings and/or Board workshops during the years 2007 and 2008.

xx. Regarding the allegations contained in paragraph 37(xx), the Plaintiff has failed to specifically allege details sufficient enough regarding the alleged discussions which allegedly constitute a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on October 16, 2006 and November 6, 2006.

yy. Regarding the allegations contained in paragraph 37(yy), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitutes a sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by the special Board meetings on March 28, 2007 and March 2009, 2007.

zz. Regarding the allegations contained in paragraph 37(zz), the Plaintiffs have failed to specifically allege details regarding the alleged discussions which allegedly constitute sunshine violations sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops Trailer Estates' public records policies were discussed and/or voted on.

aaa. Regarding the allegations contained in paragraph 37(aaa), Defendant states that any alleged Sunshine violation was cured by subsequent Board meeting or Board workshop during the year 2007 or 2008.

bbb. Regarding the allegations contained in paragraph 37(bbb), the Defendant states that the alleged Sunshine violation was cured at the Board meetings on May 19, 2008 and June 16, 2008.

ccc. Regarding the allegations contained in paragraph 37(ccc), the Defendant states that the alleged Sunshine violation was cured at the subsequent Board meeting on April 21, 2008.

ddd. Regarding the allegations contained in paragraph 37(ddd), the Plaintiffs have failed to specifically allege details regarding the alleged determinations which allegedly constitute Sunshine violations sufficient enough for Trailer Estates to specifically state the cures; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on December 3, 2007 and December 17, 2007 and any of the Board meetings and/or Board workshops in 2008 where the Board determined use of Trailer Estates' property.

eee. Regarding the allegations contained in paragraph 37(eee), the Plaintiffs state that the alleged Sunshine violation was cured at the Board meetings on December 15, 2008 and February 2, 2009 and the Board workshops on December 8, 2008 and January 26, 2009.

fff. Regarding the allegations contained in paragraph 37(fff), the Plaintiffs have failed to specifically allege what alleged determinations regarding the operation and content of the website allegedly constitute Sunshine violations sufficient enough for Trailer Estates to specifically state the cures; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on January 5, 2009, January 19, 2009, February 2, 2009, February 16, 2009, March 16, 2009, April 6, 2009 and the Board workshops

on January 12, 2009, February 9, 2009 and March 9, 2009.

ggg. Regarding the allegations contained in paragraph 37(ggg), the Plaintiffs have failed to specifically allege details regarding the alleged discussions which allegedly constitute a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on January 19, 2009 and February 2, 2009.

hhh. Regarding the allegations contained in paragraph 37(hhh), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on February 2, 2009, February 16, 2009, March 16, 2009, April 6, 2009 and the Board workshops on January 26, 2009, February 9, 2009 and March 9, 2009.

iii. Regarding the allegations contained in paragraph 37(iii), the Plaintiffs have failed to specifically allege the details regarding the alleged discussion which allegedly constituted a Sunshine violation sufficient enough for Trailer Estates to state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on February 2, 2009, February 16, 2009, March 16, 2009 and the Board workshops on February 9, 2009 and March 9, 2009.

jjj. Regarding the allegations contained in paragraph 37(jjj), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for the Plaintiff to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meeting on February 2, 2009 and the Board workshop on March 23, 2009.

kkk. Regarding the allegations contained in paragraph 37(kkk), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings or Board workshops, including, but not limited to, the Board meetings on February 2, 2009, February 16, 2009 and March 16, 2009.

lll. Regarding the allegations contained in paragraph 37(lll), the Plaintiffs have failed to specifically allege the details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on March 2, 2009, March 9, 2009 and April 6, 2009 and the Board workshops on February 23, 2009, and April 13, 2009.

mmm. Regarding the allegations contained in paragraph 37(mmm), the Plaintiffs have failed to allege specific details regarding the alleged discussion which allegedly constitutes a sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops where loans and interest rates were discussed and/or voted on.

nnn. Regarding the allegations contained in paragraph 37(nnn), the Plaintiffs have failed to specifically allege the details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on July 2, 2007, July 16, 2007, August 6, 2007, August 20, 2007 and November 5, 2007 and the Board workshops on August 20, 2007, October 22, 2007 and November 19, 2007.

ooo. Regarding the allegations contained in paragraph 37(ooo), the Plaintiffs have failed to allege specific details regarding the alleged discussion which allegedly constitutes a sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops where copier and telephone service contracts were discussed and/or voted on.

ppp. Regarding the allegations contained in paragraph 37(ppp), Trailer Estates states that the alleged Sunshine violation was cured at the subsequent Board workshop on October 30, 2006.

qqq. Regarding the allegations contained in paragraph 37(qqq), Trailer Estates state that the alleged Sunshine violation was cured at the subsequent Board meetings on April 7, 2008 and September 15, 2008 and the Board workshop on November 10, 2008.

rrr. Regarding the allegations contained in paragraph 37(rrr), Trailer Estates states that the alleged Sunshine violation is not a Sunshine violation as the Board authorized John Vander Molen to be responsible for the content of the Tribune at the Board meeting on June 9, 2008. In addition, the Plaintiffs have failed to allege specific details regarding the alleged discussion which allegedly constitutes a sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops where articles to be published in the Tribune were discussed and/or voted on.

sss. Regarding the allegations contained in paragraph 37(sss), the Plaintiffs have failed to specifically allege the details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on May 7, 2007, July 16, 2007, August 6, 2007, October 1, 2007 and November 5, 2007 and the Board workshops on June 25, 2007 and July 9, 2007.

ttt. Regarding the allegations contained in paragraph 37(ttt), the Plaintiffs have failed to specifically allege the details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on May 7, 2007, July 16, 2007, August 6, 2007, October 1, 2007 and November 5, 2007 and the Board workshops on June 25, 2007 and July 9, 2007.

uuu. Regarding the allegations contained in paragraph 37(uuu), the Plaintiffs have failed to specifically allege the details regarding what alleged developments and edits allegedly constitute a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board workshops on April 14, 2008 and June 9, 2008.

vvv. Regarding the allegations contained in paragraph 37(vvv), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meeting on March 6, 2006.

www. Regarding the allegations contained in paragraph 37(www), the Plaintiffs have failed to specifically allege the details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on March 17, 2008 and April 7, 2008 and the Board workshop on March 24, 2008.

xxx. Regarding the allegations contained in paragraph 37(xxx), the Plaintiffs have failed to

specifically allege the details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on March 17, 2008 and April 7, 2008 and the Board workshop on March 24, 2008.

yyy. Regarding the allegations contained in paragraph 37(yyy), the Plaintiffs have failed to specifically allege the details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meeting on April 7, 2008 and the Board workshop on March 24, 2008.

zzz. Regarding the allegations contained in paragraph 37(zzz), the Plaintiffs have failed to specifically allege the details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent Board meeting or Board workshop, including, but not limited to, the Board meetings on March 9, 2009 and May 18, 2009 and the Board workshops on February 23, 2009, March 9, 2009 and May 11, 2009.

aaaa. Regarding the allegations contained in paragraph 37(aaaa), Trailer Estates states that the alleged sunshine violation was cured at the board meeting on April 3, 2006.

bbbb. Regarding the allegations contained in paragraph 37(bbbb), the Plaintiffs have failed to allege specific details regarding the alleged discussions which allegedly constitute a sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged sunshine violation was cured by subsequent board meetings or board workshops, including, but not limited to, the board meetings on December 15, 2008 and January 19, 2009 and the board workshops

on December 8, 2008 and January 12, 2009.

cccc. Regarding the allegations contained in paragraph 37(cccc), the Plaintiffs have failed to specifically allege details regarding alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the board meetings on January 3, 2006, January 16, 2006, February 6, 2006, March 20, 2006 and December 18, 2006.

dddd. Regarding the allegations contained in paragraph 37(dddd), the Plaintiffs have failed to specifically allege the details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops where lot calculations were discussed and/or voted on.

eeee. Regarding the allegations contained in paragraph 37(eeee), the Plaintiffs have failed to allege specific details regarding the alleged discussions which allegedly constitute a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent board meetings or board workshops, including, but not limited to, the board meetings on March 2, 2009, March 16, 2009, April 20, 2009 and May 4, 2009 and the public hearing for the budget on March 9, 2009.

ffff. Regarding the allegations contained in paragraph 37(ffff), the Plaintiffs have failed to allege specific details regarding the alleged discussion which allegedly constitute a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured by subsequent board meetings or board workshops, including, but not limited to, the board meetings on December 17, 2007, January 21, 2008 and February 18, 2008.

gggg. Regarding the allegations contained in paragraph 37(gggg), the Plaintiffs have failed to allege specific details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on March 17, 2008 and April 7, 2008 and the Board workshop on March 31, 2008.

hhhh. Regarding the allegations contained in paragraph 37(hhhh), the Plaintiffs have failed to allege specific details regarding the alleged discussion which allegedly constitutes a Sunshine violations sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings or Board workshops, including, but not limited to, the Board meetings on May 18, 2009 and June 15, 2009 and the Board workshop May 11, 2009.

iiii. Regarding the allegations contained in paragraph 37(iiii), the Plaintiffs have failed to allege specific details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on March 9, 2009, May 18, 2009 and June 15, 2009 and the Board workshops on March 23, 2009 and May 11, 2009.

jjjj. Regarding the allegations contained in paragraph 37(jjjj), Trailer Estates states that the alleged Sunshine violation was cured at the Board meeting on May 21, 2007.

kkkk. Regarding the allegations contained in paragraph 37(kkkk), the Plaintiffs have failed to allege specific details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged

Sunshine violation was cured at subsequent Board meeting and/or Board workshops, including, but not limited to, the Board meetings on October 15, 2007, November 5, 2007, November 19, 2007, December 3, 2007 and December 17, 2007.

llll. Regarding the allegations contained in paragraph 37(llll), the Plaintiffs have failed to allege specific details regarding the alleged discussions which allegedly constitute sunshine violations sufficient enough for Trailer Estates to specifically state the cure; however, any alleged sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, all Board meetings and Board workshops from 2007 to 2009 where matters of the Seasonal Recreation Committee or Entertainment Committee were discussed and/or voted on.

mmmm. Regarding the allegations contained in paragraph (mmmm), the Plaintiffs have failed to specifically allege the details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops where the timing and distribution of Trailer Estates' year-end financial report and proposed budget to Trailer Estates' residents were discussed or voted on.

nnnn. Regarding the allegations contained in paragraph 37(nnnn), Trailer Estates states that the alleged Sunshine violation was cured at the Board meeting on April 21, 2008.

oooo. Regarding the allegations contained in paragraph 37(oooo), the Plaintiffs have failed to specifically alleged details regarding the alleged determinations which allegedly constitute Sunshine violations sufficient enough for Trailer Estates to specifically state the cures; however, any alleged sunshine violations were cured at subsequent Board meetings and/or Board workshops, including, but not limited to, all Board meetings and Board workshops from November 2005 to present where the content of Trailer Estates' media sources were discussed and/or voted on.

pppp. Regarding the allegations contained in paragraph 37(pppp), the Plaintiffs have failed to specifically alleged details regarding the alleged discussions which allegedly constitute Sunshine violations sufficient enough for Trailer Estates to specifically state the cures; however, any alleged Sunshine violations were cured at subsequent Board meetings and/or Board workshops, including, but not limited to, all Board meetings and Board workshops from November 2005 to present where matters of the Video Computer Club were discussed and/or voted on. In addition, Trailer Estates states that matters of the Video Computer Club are not matters which are to be, or which foreseeably will be, discussed at Board meetings and/or Board workshops as the Video Computer Club is a club, and Trailer Estates' clubs are not directed nor controlled by the Board.

qqqq. Regarding the allegations contained in paragraph 37(qqqq), the Plaintiffs have failed to specifically allege details regarding the alleged determination which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on October 2, 2006, November 6, 2006 and November 20, 2006.

rrrr. Regarding the allegations contained in paragraph 37(rrrr), the following alleged sunshine violations were cured by subsequent board meetings or board workshops as follows:

i. Regarding the allegations contained in subparagraph (i), the Plaintiffs have failed to specifically allege details regarding the alleged discussions which allegedly constitute Sunshine violations sufficient enough for Trailer Estates to specifically state the cure; however any alleged Sunshine violations were cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on January 19, 2009 and March 16, 2009.

ii. Regarding the allegations contained in subparagraph (ii), the Plaintiffs have

failed to specifically allege details regarding the alleged discussions which allegedly constitute Sunshine violations sufficient enough for Trailer Estates to specifically state the cure; however any alleged Sunshine violations were cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on February 2, 2009, February 16, 2009, March 16, 2009, May 18, 2009, July 6, 2009, July 29, 2009, August 3, 2009, August 31, 2009 and the Board workshops on January 26, 2009, February 9, 2009 and February 23, 2009.

iii. Regarding the allegations contained in subparagraph (iii), Trailer Estates states that any alleged Sunshine violation was cured at the Board meeting on May 4, 2009.

iv. Regarding the allegations contained in subparagraph (iv), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitute Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however any alleged Sunshine violations were cured at subsequent Board meetings or Board workshops, including, but not limited to, the Board meetings on January 2, 2009, January 5, 2009, January 19, 2009, February 2, 2009, and February 16, 2009.

v. Regarding the allegations contained in subparagraph (v), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitute Sunshine violation sufficient enough for the Defendant to specifically state the cure; however any alleged Sunshine violations were cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on January 2, 2009, January 5, 2009, January 19, 2009, February 2, 2009, and February 16, 2009 and the Board workshops on January 12, 2009 and January 26, 2009.

vi. Regarding the allegations contained in subparagraph (vi), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitute a

Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meeting on March 16, 2009.

vii. Regarding the allegations contained in subparagraph (vii), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitute a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meeting on March 16, 2009.

viii. Regarding the allegations contained in subparagraph (viii), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitute a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meeting on May 28, 2009 and the Board workshop on May 28, 2009.

ix. Regarding the allegations contained in subparagraph (ix), the Plaintiffs have failed to specifically allege details regarding the alleged discussions which allegedly constitute Sunshine violations sufficient enough for Trailer Estates to specifically state the cure; however any alleged sunshine violations were cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings and board workshops in 2009 where the Board discussed District business.

x. Regarding the allegations contained in subparagraph (x), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitute a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however any

alleged Sunshine violations was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on March 2, 2009, March 9, 2009 and March 16, 2009 and the Board workshops on February 9, 2009 and February 23, 2009.

xi. Regarding the allegations contained in subparagraph (xi), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitute a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however any alleged sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the round table recreational discussion on January 13, 2009.

xii. Regarding the allegations contained in subparagraph (xii), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitute a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the round table recreational discussion on January 13, 2009.

xiii. Regarding the allegations contained in subparagraph (xiii), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitute a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meeting on April 6, 2009 and the Board workshop on February 23, 2009.

xiv. Regarding the allegations contained in subparagraph (xiv), Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitute a Sunshine violation sufficient enough for the Defendant to specifically state the cure; however any alleged Sunshine violations were cured by subsequent Board meetings and/or Board workshops

where Hoch's resignation from ARC was discussed and/or voted on.

xv. Regarding the allegations contained in subparagraph (xv), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitute a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board workshop on March 9, 2009.

xvi. Regarding the allegations contained in subparagraph (xvi), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitute a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however any alleged Sunshine violations were cured at subsequent Board meetings and/or Board workshops, including, but not limited to, any Board meeting and/or Board workshop in 2009 where the Board discussed the content of Trailer Estate's website.

xvii. Regarding the allegations contained in subparagraph (xvii), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitute a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings on July 6, 2009, August 3, 2009, August 17, 2009, August 31, 2009 and the Board workshops on May 11, 2009, May 28, 2009, June 22, 2009 and July 13, 2009.

xviii. Regarding the allegations contained in subparagraph (xviii), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitute a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops,

including, but not limited to, the board meetings on January 2, 2009, January 5, 2009, January 19, 2009, and February 2, 2009 and the Board workshops on January 12, 2009 and June 22, 2009. In addition, Trailer Estates states that Mr. Fitzpatrick was not a Trustee from February 16, 2009 through April 6, 2009; therefore, any discussions during this time cannot constitute Sunshine violations.

xix. Regarding the allegations contained in subparagraph (xix), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitute a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board workshop on August 10, 2009.

xx. Regarding the allegations contained in subparagraph (xx), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitute a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however any alleged Sunshine violation was cured by subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meetings and/or Board workshops in 2009 where the Board discussed compiling Board meeting recordings in accordance with Public Records.

ssss. Regarding the allegations contained in paragraph 37(ssss), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops where matters of Board workshops prior to October 30, 2006 were discussed and/or voted on.

tttt. Regarding the allegations contained in paragraph 37(tttt), the Plaintiffs have failed to specifically allege details regarding the alleged discussion which allegedly constitutes a Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged

Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board meeting on December 15, 2008 and the Board workshop on December 8, 2008.

uuuu. Regarding the allegations contained in paragraph 44(i), Trailer Estates states that the alleged sunshine violation was cured at the board meeting on May 21, 2007.

vvvv. Regarding the allegations contained in paragraph 44(ii), Trailer Estates states that the alleged Sunshine violation was cured at the Board meetings on December 15, 2008 and February 2, 2009 and the Board workshops on December 8, 2008 and January 26, 2009.

wwww. Regarding the allegations contained in paragraph 44(iii), the Plaintiffs have failed to specifically allege the details regarding what development and edits constitute the alleged Sunshine violation sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops, including, but not limited to, the Board workshops on April 14, 2008 and June 9, 2008.

xxxx. Regarding the allegations contained in paragraph 44(iv), the Plaintiffs have failed to specifically allege details regarding the alleged discussions which allegedly constitute Sunshine violations sufficient enough for Trailer Estates to specifically state the cure; however, any alleged Sunshine violation was cured at subsequent Board meetings and/or Board workshops Trailer Estates' public records policies were discussed and/or voted on.

27. As a nineteenth affirmative defense, Trailer Estates, at all times material to this suit, acted with a good faith belief that its actions were proper and in compliance with the law.

### **DEMAND FOR JURY TRIAL**

Defendant, Trailer Estates Park and Recreation District, demands a trial by jury of the issues herein so triable.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been sent by U.S. Mail and facsimile to Kevin S. Hennessy, Esquire, Lewis, Longman & Walker, P.A., 1001 Third Avenue West, Suite 670, Bradenton, Florida 34205, (941) 708-4024, Daniel E. Scott, Esquire, Daniel E. Scott, P.A., 2033 Main Street, Suite 408, Sarasota, Florida 34237, (941) 366-6303, Robert E. Turffs, P.A. 1444 First Street, Suite B, Sarasota, Florida 34236, (941) 953-5736, James D. Dye, Esquire, Dye Deitrich, Petruff & St. Paul, P.L., 1111 3rd Avenue W., Bradenton, Florida 34205-7834, (941) 748-1573 and Hunter W. Carroll, Esquire, Matthews, Eastmoore, Hardy, Crauwels & Garcia, P.A., 1777 Main Street, Suite 500, Sarasota, Florida 34236, (941) 954-7777, on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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