

# The POA BULLETIN

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Champion of Residents' Rights Since 1975

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# Residents Snubbed by VCCDD on Freedom Pointe Amenity Plan

The VCCDD Supervisors made a fundamental mistake in its February meeting when they voted at this time to extend Villages amenities to Freedom Pointe residents.

Most of us agree that this type of retirement facility is a welcome and needed addition to our community. Sooner or later, we may all need to consider something like this. So, it is worthwhile to have Freedom Pointe close-by as part of our community.

However, the VCCDD supervisors made a hasty decision that was a notable snub to the many Villagers who voiced concerns over the amenity plan in the February meeting.

The supervisors voted to extend all Villages amenities to the eventual residents of Freedom Pointe. Residents would pay the standard amenity fee. This would add about \$388,000 annually to VCCDD revenue. For this, the supervisors said there would be little if any incremental use of Villages facilities (pools, golf courses, etc).

Many residents expressed concern over this decision and asked that the matter be studied further to determine what the impact might be. However, the VCCDD supervisors voted unanimously to proceed with the plan which would honor what appears to be a promise by the developer when he sold the land to the Freedom Pointe organization.

What the VCCDD supervisors should have done in the meeting and should be doing now are as follows:

- Table the matter for more study and further discussions for at least one or two months,
- Survey Villagers to determine exactly what are the issues and concerns of Villagers regarding this facility,
- Work with Freedom Pointe people to study other facilities it operates to determine what percentage of its other residents might want to use facilities like those of The Villages if available,
- Study these other residents to determine what percentage of their visiting relatives and friends might want to use facilities like those in The Villages on a visit,
- Negotiate with Freedom Pointe officials to have Freedom Pointe build an outdoor swimming pool at its location for use by its residents and their visiting relatives and friends,
- Negotiate with Freedom Pointe officials to have it pay an "impact fee" of some as yet to be determined amount to the VCCDD for its use of the already developed facilities in The Villages. This fee would be comparable to the higher amount Villagers pay for their lot and home as built, priced, and sold by the developer of The Villages as compensation for previously-developed facilities,
- Negotiate with Freedom Pointe officials to allow Villagers to use the facilities of Freedom Pointe, including their indoor pool,
- Confirm with Freedom Points officials that it will accept limitations on the use of Villages facilities by visiting relatives and friends of its residents at the high-

use times during the year.

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## Freedom Pointe Deal May Breach Our Contract

I am shocked that I seem to be one of the few residents of the Villages, who believes that the Developer, and his VCCDD can not legally contract away the RESIDENTS' RIGHTS to the exclusive use of our facilities.

When I came home from the February meeting of the Board of the VCCDD and told my wife that the VCCDD had unanimously voted to allow future residents of the FREEDOM POINTE to use our facilities and enjoy all the benefits in return for their paying future amenity fees at the prevailing rate, she said, "How can they do that?" I did not have an answer. As an attorney, I decided to research the question.

I went back to the original contract for purchase of my home, wherein I and my wife agreed to pay a monthly amenity fee in return for the right to use the facilities. These fees would change with changes in the CPI, but there was no reservation of rights by the Developer to contract with any commercial entity outside of the Villages to allow their tenants, residents, or members to use our facilities.

The land where FREEDOM POINTE is going to be built is zoned as commercial property, it is not residential. That's why they can build a seven story adult senior living facility from Freedom Pointe on the property.

The land is not within the geographic confines of the Villages. The future buyers will not be residents of the Villages and will never be able to vote in our residential elections.

I believe that the VCCDD never researched any of these questions before they voted in favor of the Developer.

Accordingly, at the March meeting of the VCCDD I asked each member of the Board and their attorney: "What gave you the right to change my contract and all our contracts with this Community? Can you tell me where you got that power or that authority?"

They had no answer. They had never even considered the issue. All they knew was that the Morse Family wanted it and ##### the wishes of the residents.

Not only will all future buyers at FREEDOM POINTE have the right to use our jammed executive golf courses, but so will all their visitors and guests and families, especially during the busy seasons.

If the VCCDD can do this they can contract with Stonecrest and every other community in Florida to use our facilities, including our pools and recreational

centers and everything else in the Villages as long as the Developer makes more money and increases his profits.

The Board then authorized their attorney Mr. Lowery to research the question and have an answer at the next meeting of the VCCDD in April.

At the April meeting of the VCCDD I again questioned the Developer's Board and Mr. Lowrey, the attorney for the Board, as to the legality of the decision to give future residents of Freedom Pointe the right to use the facilities.

As expected his reply was that it was legal. He said, "that this land and all the Developer's commercial properties surrounding the residential area that we consider to be the Villages was within the Developer's Regional Impact Area and is part of the Villages and their vote was legal."

As an attorney, I never doubted that Mr. Lowrey would find a way to claim that this impairment of the resident's rights was legal and proper.

However, how does he explain away the fact that the residents rights and obligations are part of the "Covenants and Restrictions" that are part of every homeowners' deed and there are no homeowners' deeds in Freedom Pointe, as the tenants in Freedom Pointe will never be homeowners?

Mr. Lowery also claims that every commercial buyer of property from the Developer, i.e., in the Rolling Acres Shopping Center, and the new Walmart Shopping Area by 466 and 301 also have the right to use the facilities, as well as all the Developer's commercial property south to Wildwood and Route 466A.

I guess we are lucky that Harold Schwartz didn't buy property in Orlando or Miami as Mr. Lowery would insist that those future buyers could also use our par 3 golf courses and pools.

Mr. Lowery also never addressed the fact, that way back on May 9, 1996, in a recorded Agreement between the Developer and the VCCDD as part of an "AGREEMENT FOR SERVICES AND COLLATERAL ASSIGNMENT OF AMENITIES FROM FUTURE RESIDENTS" it was agreed as follows: 3. SERVICES TO BE PROVIDED BY THE VILLAGES ... E. Construction of Future Facilities ... 1. Minimum Capital Expenditure for Future Facilities. BECAUSE THE FACILITIES BEING ACQUIRED WILL NOT HAVE SUFFICIENT CAPACITY TO SERVE ALL CURRENT RESIDENTS AND ALL FUTURE RESIDENTS THROUGH BUILDOUT OF THE COMMUNITY, THE VILLAGES AGREES TO SPEND A MINIMUM OF 40% ... OF AMENITY FEES COLLECTED ... FOR THE CONSTRUCTION OF FUTURE FACILITIES<sup>1</sup>/<sub>4</sub>."

Query, does the VCCDD intend to build more pools or Par 3 golf courses? Do they care that we can't get tee times on the Par 3 courses?

As an attorney, I am convinced that it was implicit in our Amenity Agreement that in return for paying our amenity fees, we the residents would have exclusive rights to the use of the facilities. Nothing that Mr. Lowery says or writes and nothing that the VCCDD says or does will ever change the fact that they have breached the agreement with all of the residents.

Maybe I will stop paying my amenity fees since I can't get a tee time.

When will the resident's in this wonderful community wake up to the fact that the VCCDD only speaks for the Developer and votes on all issues on the basis of

what is best for the Developer and hardly even considers what the residents want or what is best for this community. I know that the Developer as the majority landowner in the commercial district of the Villages elects the supervisors and they work for the Developer, but it just ain't right.

That's my opinion.  
Irving Yedwab, Esq.

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## **May Meeting of the POA Is At The Laurel Manor Rec Center**

The POA will have its May 16 meeting at the Laurel Manor Recreation Center at 7:00 p.m. in the Madison and Monroe rooms.

The speaker for the evening will be Mr. Louis Bremer, CEO of Leesburg Regional Medical Center, the parent organization of the Villages Regional Hospital

Mr. Bremer will give an update on the expansion of the Villages Hospital.

We also plan to provide an update on the activities of the Vinyl Siding Committee.

If you haven't been to one of our meetings in the past, please join us on May 16.

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## **Freedom Pointe: February VCCDD Meeting Verbatim**

This is a continuation of the verbatim transcript of the discussion in the February 7, 2006, VCCDD meeting. The discussion here is about Freedom Pointe and the VCCDD decision to extend Villages Amenities to the future residents of the retirement facility.

This is long and somewhat dry reading, But, it will give you the flavor of the discussion in the meeting and the comments from residents and the developer-

appointed supervisors of the VCCDD.

The POA believes that the Freedom Pointe retirement facility is a welcome and needed addition to our community.

However, the manner in which the full range of amenities in our community was extended to the operation by the VCCDD is disturbing.

Residents were concerned and wanted to wait and study the issue. However, the VCCDD supervisors wanted to proceed to honor the developer's apparent offer to extend these benefits. The VCCDD's developer-appointed supervisors listened to the concerns of residents and then ignored those concerns to vote for extending amenities to Freedom Pointe. There is no chance of appeal.

There is a fundamental disconnect between residents and the VCCDD. This is what you get when the results of the Straw Vote are just thrown out by the VCCDD and then condoned by residents. If residents had the decision-making authority in the VCCDD for amenity issues, as was the point of the Straw Vote, we think this decision would have been delayed for further analysis and negotiations with Freedom Pointe. Perhaps then a good decision could have been made.

This meeting was an open meeting and all the comments of supervisors and members of the audience are a matter of public record.

Here is the Freedom Pointe request and discussion at the meeting:

**Janet Tutt, VCCDD District Administrator** - Board members, in your packet is both an overview from district staff along with a letter and proposal from the American Retirement Corporation (ARC) regarding the development of Freedom Pointe which will be taking place in the district. I would request that Mr. Todd Castner, (an ARC official) who is here, actually come forward and provide the information to the board.

**Castner** - Thank you. I am Todd Castner with ARC now part of Brookdale. Ten or eleven years ago we met with Gary Morse and senior management of the developer and at that time their greatest concern was to bring health care to The Villages. They had just opened a doctors clinic, they had plans for a hospital, they wanted assisted living with Alzheimer's care and ultimately skilled nursing with independent living. With their help we were able to open the existing assisted living and Alzheimer's care center known as Homewood in 1998. In July of 2005 we closed on the site where we would like to develop Freedom Pointe - both independent living and skilled nursing and we began our design process. Our objective has always been to serve the existing Villages residents and not to import new residents into The Villages. During 2005 we worked with the developer to confirm the availability of The Villages amenities to Freedom Pointe as we knew that existing Villages residents would want to continue their lifestyles with Villages amenities. We had conversations and understandings and we thought that matter was settled with regard to amenities. What we missed was the transfer of the amenities to the VCCDD. We were unaware of the VCCDD and they were unaware of us and that's the source of our confusion and it is my fault and I hope you will accept my apologies for that confusion. We are here today to further the due process and seek formal approval of our request for amenities. We merged with Brookdale in July of 2006. In late December of last year we initiated marketing for Freedom Pointe and we have over 200 deposits. All but two of those deposits are from residents in The Villages which confirms that The Villages residents want to stay near their friends and maintain their lifestyles thru The

Villages amenities and the amenities within Freedom Pointe. The golf and the approximately 700 social clubs are critical amenities for your neighbors who want to stay (Note from Elaine Dreidame -- It is hard to believe that this project would be as far along as it is if they had not been told that the amenity package would be available.) We have heard that the golf course crowding is an issue<sup>1/4</sup> We think that Freedom Pointe residents as a group should be relatively light users of The Villages amenities, particularly as the community ages. (He based this opinion on a similar community but admitted they were a much older population.) The amenities within Freedom Pointe will include... We request that the VCCDD approve our request for amenities as outlined in our letter...

**Elaine Dreidame, Resident** - Just a point of clarification. The speaker kind of indicated that this was an oversight and that they were not aware of the transfer of the amenities. However, it's my understanding from speaking with one of the representatives of ARC that in January of 2007, this past month, that when the question was originally raised at the VHA meeting that the developer was contacted and that they personally spoke with Mr. Wise who confirmed that yes, the amenities would be available to those residents. Was that correct Mr. Wise?

**John Wise, VCCDD Supervisor and an employee of the Developer** - I've had conversations with Mr. Castner for years, but we've said we would make the amenities available to them if we could.

**Dreidame** - You confirmed to them in January, according to the speaker that I spoke with that definitely the amenities would be available ...

**Wise** - NO.

**Dreidame** - ...and that he could go forward in his speaking engagements and confirm that the amenities were available.

**Wise** - That is not correct. What you miss here is that ARC never got back to The Villages, never got back to us formally and said, or to this board and said, that we want to have the amenity package at Freedom Pointe. So there was nothing done to get them the amenity package. (Note from Dreidame - It was BOLD of Freedom Point to state in its publications and brochures that residents would receive Villages amenities if nothing had been approved by the developer.)

**Dreidame** - Did you not in January, when they asked you the question, because the speaker called the home office, the home office called the developer, the developer passed along to you and had the speaker call you directly and asked that question.

**Killingsworth, Chairman of the VCCDD Board and an employee of the developer** - Miss Dreidame - We are not going to put this on trial - This is ...

**Dreidame** - But I would just like to confirm that he gave the go ahead without bringing it to the Board and he is well aware of the transfer of the facilities.

**Wise** - That is not correct and Mr. Castner will agree with that.

**Castner** - He is correct. He did not tell us that.

**Dreidame** - Ask the speaker over there.

**Wise** - I never spoke to him.

**Lowery, VCCDD Board Attorney** - I don't know if she can address them like that. I think that would be up to you.

**Killingsworth** - We are moving on.

(Note - Dreidame spoke with Lee McKnight, a Freedom Pointe official, after the meeting, and he confirmed that was what he told Dreidame. He said that it was true that they had spoken to Wise and asked him about the amenities. However, Wise simply answered we have already had that discussion and agreement. Lee stated that the basis for the conflicting stories was semantics, that Wise did not use the words "amenities would be available" and that was why he was denying the allegation. The developer and ARC had already agreed that all residents would have to pay the amenity fee - that it would not be optional to any individual condo owners but would be included in part of the ARC monthly amenity fee.)

**Ron Zaggy, Resident** - First, its size and scope. While I'm sure Brookdale will try to build a beautiful building it is simply too big of a building to directly border The Villages. It is out of character compared to the other residential buildings in The Villages. It is seven stories tall in its center and a parking garage and of all things it will bring up to 500 more healthy people to live in a dense already built-out area. Those of us affected by the visual impact of this building paid huge amounts of money for our lots. We didn't expect the buffalo to be there forever ¼ we were led to believe that there would be beautiful one story medical buildings there. We propose that nothing of this size and height and with a parking garage never be built anywhere in The Villages. It's just too big. Second point, that they are a private company using our Villages amenities as a selling point for their condo units. In their brochure they state that if people buy one of their condos then it will be included in their monthly fee. It also entitles those people to all of The Villages amenities, including golf and pools. Now, they probably have children, grand children, friends and everything else and now those people will be able to use those facilities also. The recreation pools are overcrowded and I don't know where all of these people are going to go. How do we handle all of this? What's to exclude other people from bringing in, let's say' Oakland Hills? If you are going to give it to one, you are opening up Pandora's Box. What other people will you allow to come in here to use our amenities if you are going to allow these people to do it?

**Tutt** - Board members, I would appreciate the opportunity to respond to the one issue that was raised. This property falls within the DRI (the original development plan). The other areas around this community do not. They are not part of The Villages and not part of the DRI.

**Bill Garner, Resident** - Whenever you guys were purchasing the amenities fees it was my understanding that we were all sold out and that there would be no one else brought into it. That was my understanding as a resident and here I am finding out that we can bring somebody else in and they offer absolutely nothing to us. There's no golf courses to be brought in, pools, etc. from this purchase. Difficult to get tee times, the card rooms are crowded and the dance floors are crowded. Bringing on more people, I don't think, is in the best interest to the residents here on this side of the road.

**Jim Stickel, Resident** - Will the residents be in the Center District?

**Tutt** - they will be residents within the VCCDD. The actual facility is not in a numbered district.



**Stickel** - Because they are condos would they be individually deeded residents. Then we would have 400 residents in the VCCDD... and they would have voting rights for this board.

**Tutt** - I would like to clarify that. It is within the geographical area within the DRI. It is not part of the VCCDD.

**Stickel** - What would you have for interlocal agreements - the kind of thing that we have to take care of the cart paths or any infrastructure?

**Tutt** - There would be no infrastructure for the district to maintain. They would have to maintain everything within the property they owned. There would be no burden on the district.

**Stickel** - I'm not sure the ADA wouldn't want to know about the cart paths in front of Freedom Pointe<sup>1/4</sup>

**Tutt** - There is no resident voting for the VCCDD.

**Ray Gotchess, Resident** - When I purchased my property here I was told that I would have a right to amenities if I paid a fee. I believe the property that Freedom Pointe purchased from The Villages is property within The Villages, so therefore, I should have a right to amenities. I am one of the people that did do a deposit there<sup>1/4</sup>

**Beverly Harriet, Resident** - I am so excited about having Freedom Pointe and having the opportunity to go there and live like I am living right now and when I read this Freedom Pointe brochure and it stated in there "Freedom Pointe residents will be free to engage in numerous activities, including taking advantage of all the amenities of The Villages." I was so excited we went right down and put our thousand dollars down.

**Dick Belles, Resident** - I'm here representing about 150 residents in District 3 who are opposed to what has been happening here. Having spoken to one board member within the last two weeks, if not less, I don't believe enough research has been done on what the impact will be here. I personally feel this item should be tabled until further research can be done. A number of things are happening here<sup>1/4</sup>at full build out the configuration of 475 units<sup>1/4</sup>about 950 people taking advantage of amenities. When the developer typically builds out, he builds out with the intent of - we need to add whatever, executive golf courses<sup>1/4</sup> I don't believe any research has been done on this. If I am wrong I apologize, but I think there are too many things to be looked at here<sup>1/4</sup> In the master build out plan it indicates another hospital to be built south of 466. I'm assuming that based on the success of this, and the FALSE ADVERTISEMENT of this from Freedom Pointe, that they will come back to the developer and want to buy land and build a second property.

My recommendation, representing the people I'm representing, to this Board would be to table this because I know you have not had time to study this issue. I KNOW THAT FOR A FACT. You've been given input from staff, which is fine<sup>1/4</sup> I think this needs much more research than has been done today.

**Tutt** - clarified the number of units - 349 units or 700 residents.

**Chico Mir, Resident, Chairman of CDD2, and past president of the VHA** - I feel very strongly that, if our amenities are going to be used, we should collect the amenity fee like any other resident in The Villages.

**Wise** - And that will happen.

**Charlotte Evans, Resident** - What concerns me are the other properties that the developer owns and some of them that we have already taken over like Morse Blvd. What's to keep him from building on those areas and how many more of these units do we want here?

**Killingsworth** - any discussion by the board?

**Wise** - I would like to say something. You know, the memo that was completed by Janet Tutt indicated that this was going to provide a minimum of \$388,000 annually of amenity fee income to this district without any additional costs. This is a large amount of money that this district can use. If you just look at it from a financial perspective this is a super deal for this Villages Center District.

**Brian Evans, Resident** - There is no provision for these new residents to contribute to infrastructure maintenance such as the golf cart paths which are paid for by the numbered districts. Secondly, it sounds like a really good idea except for the overloading of the executive golf courses and I think the correct thing to do will be to build this project further south in a new area where they can be allowed for in the users per golf course hole<sup>1/4</sup>

**Garner** - I would like to comment on what John said about the \$388,000 of income it would create. I certainly believe that the reason that you may have financial problems is because of the way that you have purchased all of these amenity fees and I think that, yes, this \$388,000 would help you pay off the debt and everything like that, but when I came here I was promised certain things that my amenity fees would pay for and I'd like to get the services that I am currently paying for and I just don't believe that should be an issue that it would bring in needed money to the VCCDD.

**Wise** - You know, if you aren't getting the services that you feel you deserve, then that's another issue.

**Garner** - Well, you know that they got rid of the pool monitors, you have no more security at the gates, things like that and you know that John. It's been discussed several times at the VCCDD meeting.

**Charles Kazlo, Resident and CDD4 Board Supervisor** - I have a concern about the impact on both the water permits and also the existing water and sewage treatment plant<sup>1/4</sup>

**Tutt** - Answer - it was included in the master plan for storm water and utilities<sup>1/4</sup>

**Joan Waller, Resident** - I just wanted to suggest that if we end up in Freedom Pointe and we keep aging that the option would be there to have amenities or not have amenities, so therefore it might not be everyone there who would want amenities - just those who are young enough.

**Tutt** - The requirement is that once the units are occupied, if this does go thru, once the unit is occupied, from that point forward the full amount of amenities would be paid monthly directly to the VCCDD and if a unit is no longer occupied the payment would continue to come in to the VCCDD<sup>1/4</sup>The proposal does include the CPI increases.

**Killingsworth** - Only 2 of the 200 who have signed up do not live in The Villages.

**Waller** - We need the facility. It would be a win-win situation. They are going to pay the amenities for us so you will not be out... You're just making a big mountain out of a mole hill... There is no trouble. This is a well thought out project by both the developer and the ARC.

**Jim Murphy** - Questioned if they had the right to vote in any CDD and asked if they would be exempt from supporting the budgets of the CDDs.

**Wise** - Of the numbered CDDs.

**Murphy** - So all they would pay would be an amenity fee<sup>1</sup>/<sub>4</sub> so they won't be paying for the upkeep of any of the area that they are going to be utilizing, cart paths, etc.

**Tutt** - There is no assessment.

**Murphy** - Yet their property is going to be deeded just like my property is. I don't have a problem with these people being eligible for amenities, but I think there are still a lot of unanswered questions about how you put that vote process together.

**Tutt** - Similar to the Lady Lake area - They are not in a numbered district.

**Henry Cole** - I'm terribly confused. There is nothing wrong with bringing in the facility we have been talking about. However, it's going to cause one thing. They are going to produce sewerage... It was my understanding from Pete earlier on that our sewer plant is at capacity and you can tell that it's at capacity because it stinks over in Santo Domingo...

**Tutt** - Had utility engineer explain that we do have the capacity - built into the planning.

**Cole** - It may be planned for - but why does it smell so much?

**Arnett, Resident** - We always want to hear about that - blamed in on the Spruce Creek plant because they do not have updated equipment.

**Irving Yebwab, Resident** - The people who are going to get these deeds when they buy their condos - will those deed have in it the requirement that they have to pay the amenity fee on a monthly basis<sup>1</sup>/<sub>4</sub> Who is going to control the preparation of those deeds and agreements? Secondly, are there any impact fees involved in this because it is my understanding that anybody who buys a home in The Villages gets hit with an impact fee or bond that can be as much as \$15-20,000. Are the purchasers of these condo units going to have to pay an impact fee?

**Freedom Pointe Rep** - There have been a number of questions about the form of deeds and first of all, I am not an attorney but the project is developed as a condo regime and the residents will take title to a condo unit. They are actually taking contract to a life estate interest in a condo unit and then those units, upon their leaving the campus, they get sold back to us and so we are the single entity that you can look to for fees and for impact fees and for management purposes<sup>1</sup>/<sub>4</sub>We are also, I believe, paying impact fees in accordance with the development.

**Gary Moyer, VCCDD Supervisor and employee of the developer** - I understand the life estate issue, but the ownership of the property - who receives the tax bill for an individual unit? Does ARC. They will come to us. We

will pay them and then we allocate the deductions back to the residents so the residents get the benefit of the tax deductions, but we handle that for them¼

**Yedwab** - So ARC will be paying the amenity fees for every resident in the development.

**Tutt** - Yes sir.

**Joe Bakel, Resident** - I am considering the Freedom Pointe situation... I haven't played golf for two years... but the profile of the people who will use this facility are people who are at the point where they need support... Be a little more compassionate for people such as myself.

**Boots Thompson, Resident** - I was probably older when I moved here than a lot of you were... Hoped that there would be this kind of facility... I am 80. Please consider that this is an extremely important issue.

**Belles** - ... I would hope that everybody that sits on this board is predisposed to make their own decision, and Mr. Wise, you are NOT. It is obvious by your facial expressions, it is obvious by your reactions that you have already decided how you are going to vote and that's too bad.

The other four gentlemen (VCCDD supervisors) may be predisposed as well, but they don't show the facial expression and the body language that you do which is unfortunate.

And the other thing I wanted to talk about is unfortunately, you know, this 5 member board, there is only one person on this board that is a resident of The Villages and I know that individual very well and he works full time. So, there is nobody that sits on this board that understands the impact of amenities.

Mr. Wise, I WOULD LOVE to have the opportunity to talk to somebody because I have talked to both district managers about the golf course overcrowding, etc. You are saying if we have a concern with that we should do that. I've gone to Creely (head of golf) and he has no interest in hearing that at all which I think is a shame because he has the same reaction, Mr. Wise, as I've seen from you today.

Therefore, I would like everybody to consider what we are doing because it's two years out. Tabling this for a month or two to do a little more research and feed back to The Villages residents - why, what, etc. I don't think is asking too much, because I agree with a number of people who have come and said they have put money down... But the impact is more than the residents themselves if you are going to give them a non-Villages resident ID every time somebody comes to visit them... all the people that come to visit them will be utilizing the golf courses. SO I REALLY, REALLY IMPLORE YOU TO TABLE THIS UNTIL MORE RESEARCH IS DONE.

**Bob Blakely, Resident** - This facility is going to be open to the general public? It's not just Villagers? Is that true?

**Wise** - That's correct.

**Blakely** - So all these people who think they will have some place to go down the road, with it being open to the general public and anybody can come in, what guarantee will they have that it will be there when they want it?

**Garner** - I may have sounded like I'm against Freedom Pointe - That is not

true. I am very much for it. However, I do believe it is the responsibility of this board to size the amenity facilities large enough to accept it. In other words, we probably need an additional 9 hole golf course or whatever else it takes to size it.

**Alfred Kline, Resident** - I like to play golf, but I can't because it is so overcrowded now that every week we seem to get knocked out of the box, so I think you should take that into consideration with doing the right thing.

**Killingsworth** - This is going to be the last comment.

**Don Dekin, Resident** - I would just like to clarify some things. I have been listening to everyone and I have some confusion about where we are at... Raised questions on voting, property values, etc. ..We need a few more answers and a little more study before this agreement is approved so I would urge you to give another month or two of research.

**Killingsworth** - I am closing the comments on that - Is there any discussion at the Board Level? Do we have a motion?

**Moyer** - Let me just address one or two things that I think Mr. Belles and I share the same opinion of government. I have been involved in government for 35 years in one form or another and I can tell you that delaying action of a government by tabling something is not productive.

I as one supervisor am comfortable with the discussion that we had today and the information that was brought forth that this is a self-contained community. It will have it's own recreational facilities within Freedom Pointe.

The gentleman has provided info on other projects that he has which would indicate to me that the golf course issue that you are concerned about will be minimal from these people living in this type of community and taking in the economic benefit that will accrue to the district, a minimum of \$388,000 that the district can utilize for its amenities programs and plus the fact that this adds another lifestyle that I frankly believe is important to The Villages overall.

Mr. Chairman, I am happy to make the motion that we proceed and enter into the agreement as outlined. Seconded by Wise. Passed unanimously.

**Killingsworth** - Moving on...

**Paul Kearney, Resident** - I've lived in The Villages eight year and this is the very first VCCDD meeting that I have ever attended. I am totally impressed by the very many articulate well spoken residents who must be representative of The Villages who have come before you today to express their concerns, but I can't help but notice as I look across to you folks at the table - you resemble to me an iceberg. You haven't melted one little bit - not even a drop - from the impassioned concerns presented by these folks. And, in particular, Mr. Wise, I see you as the chief cohort in that respect. Cold, insensitive, uncaring - that's how you come across to me and I just think it is a shame that you have made up your minds on these sensitive issues and regardless of what all these people have said - you are proceeding down the tracks full speed and I think that's a shame.

**Meeting adjourned.**

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## The Vinyl Siding Problem: More of the Details

Further to the issue of persistent vinyl siding problems, we have heard from a few homeowners in Duval that some siding contractors have flat out refused to use the manufacturer's finish trim/undersill or the double finish trim when doing repair work on their homes. While we have now seen use of the manufacturer recommended parts on many of the new homes just being built south of Odell Circle, some existing homeowners that are still within the Home Warranty period are being denied the proper fix.

Makeshift techniques that have been shown to be unreliable are supposed to be good enough for some of us.

We have observed unquestionably incorrect fixes to keep some top panels from falling, such as face nailing and sneaking nails into the weep holes to secure the panels that should have been properly inserted into finish trim.

We guess they assume we just don't know, or won't notice. We suppose it's even possible that they don't know any better or don't have the proper training.

We homeowners must insist on the proper fix, not a jerrybuilt alternative which obviously doesn't work, as proven by the numerous falling and drooping top panels that are easily seen once you know what to look for.

Remember that the Dutch Lap style siding has a beveled contour, and depending where it is cut horizontally to size, the integrity of the contour cannot be maintained if the panel's edge is being forced out against the J-channel by placing scrap material behind it.

Vinyl siding should never be forced or have its natural expansion and contraction restricted.

No one wants to have to deal with siding and construction issues. We retired here to relax, play golf and enjoy life. But to protect ourselves and our investment, homeowners should examine their homes carefully, insist upon repairs and watch when repairs are being done. Sometimes the repairs are as bad as the original work, or even create other problems.

Homeowners need to speak up that shoddy workmanship is not acceptable for siding, or any other construction issue, and not be discouraged by workers or supervisors who want to do as little as possible. And yes, all these seemingly insignificant things do affect the way siding hangs, how it functions and how it looks on our homes.

Look at removed panels to see if nails were in the center of the slots, or if they were positioned at the end of the slot, or if they went through the material itself. If they were not in the slot properly there is a likelihood there may be other areas that also need attention.

Make sure the new panels are being installed correctly. Loose nails or staples, or fasteners placed too far apart, are often the cause of rattling siding. Nails that are too tight restrict expansion and contraction and can cause ripples and waves. Staples that are too tight or placed through the vinyl itself can likewise cause ripples and waves, and can also tear through the vinyl when it expands, resulting in no fastening, or spacing that is too far between the remaining staples.

Remember, there should be 1/32", the thickness of a dime, behind the panel when it is fastened in place, regardless of the type of fastener.

We have seen the repairs on numerous homes and haven't yet found one panel that didn't have incorrectly placed nails (not in center of slot) or fasteners outside the slot, or placed right through the vinyl itself.

Correct nail or staple placement is important for the aluminum starter strip at the bottom of each wall, too, as well as corners, J-channel and finish trim: nails need to be in the center of the slot, not through the material.

Also regarding starter, the excess concrete from the foundation pour should be cleaned off prior to siding installation. We have seen instances where the starter has been nailed over bumps and waves of the concrete, subsequently making the bottom siding panel wavy.

Another thing to check is the vinyl J-channel. This is the 1" piece that you can see all along the edge of the top panel, along the angled sides of gables, along the bottom of gables over a roofed area, around windows and doors, etc. This piece forms a "J" shape in cross-section, but only the outer face is visible once installed. This is what cut ends and edges of panels seat into. (Sometimes other finish pieces, such as corners, have a built-in J-channel.) The J-channel should be installed on a straight line, without curves or bows and the overlaps should be neat and lapped the correct way so that water runs off, not into, the joint. It should not rest directly on roof shingles, but should be positioned at least 1/2" away. More than that, and the visible gap becomes very noticeable and unattractive. In fact, the Georgia Pacific siding installation manual states, "Vinyl J-channel should not be in direct contact with roofing shingles since the shingles may transfer enough heat to the vinyl J-channel and the siding fitted inside to cause distortion."

Georgia Pacific is a major siding manufacturer. The Villages may argue that Alcoa makes the product used here, but doesn't common sense tell you that it is best to avoid the possibility of distortion by avoiding direct contact? Alcoa's manual says J-channel should be at least 1/2" off the shingles along a chalk line, without explaining why they recommend this. (A chalk line is a tool used to mark a straight line between two points.)

In Duval, just looking at the front gables of many houses you can see a range of spacing from direct placement of the J-channel on the shingles to gaps of 2 inches and more with the flashing, and sometimes the house wrap exposed. There is no standard, there is no consideration for the consequences of a particular method. The attitude is, just throw it up as fast as you can.

We see little evidence that the siders use a chalk line, a square or a level, all simple, basic tools commonly relied upon to make vinyl installations straight, square, and level.

In Liberty Park we noticed some homes with bellied siding on the gable end of the house. One homeowner was outside and we stopped to speak with him.

On one side of the home there appeared to be two pieces of sheathing (the board that forms the outside wall under the siding) badly warped, and warped sheathing on the other side as well as at the back of the house. That house needed a lot of work, as did others in the area, but their warranty is over. The repairs needed can cost thousands of dollars.

We can't let this happen to us in Duval. Most of us still have time before the year is up. We need to check more closely and have these things repaired under the warranty.

One of the Villages contractors responded to our question about why there is so much shoddy workmanship in the Villages by saying that the workers are only human and make mistakes. We all make mistakes. That's very true and we can respect that. But why so many mistakes? And why the same mistakes again and again? Isn't it the contractors' job to find and correct mistakes, or better yet, find ways to prevent them? Why not slow down and take the time to drive the nails or staples straight, to the right depth and in the right position, and to check for straight lines, square corners, level panels, neat joints, etc.

Why is each phase of construction continuing without pause to meet the next deadline regardless of mistakes that are just being covered over, instead of being corrected prior to the next phase?

And why are these homes being released and sold with so many flaws?

Why are many flaws being disguised instead of properly corrected both prior to the sale and subsequently when repairs are requested?

Each contractor should have a knowledgeable and conscientious foreman or straw boss oversee the subcontractors and workers and make sure all phases are correct before work progresses, checking every home, every day. Having the contractor stop by each work site 2 or 3 times during the entire construction of each home is obviously not sufficient, particularly if a complete examination is not done, and especially if the person inspecting doesn't recognize existing or potential problems either.

The sidings here have been allowed to do whatever they want, without much oversight. Many assumptions have been made about the quality of their work, with little, if any, on-site examination or review during or after installation.

The point is that although mistakes are sometimes made, the majority should be caught and corrected before the product reaches the end user, in this case, the homeowner. That is what quality control is all about. That's what consumers must insist upon. We must educate ourselves and know what is and what is not acceptable.

It is certainly unfortunate that we have to give so much attention to vinyl siding. We are sure no one wants to be concerned with the details of siding installation at this point in our lives.

But in order to protect ourselves we must become knowledgeable, otherwise these problems will just be overlooked or ignored and we homeowners will be the losers in the end, because these issues ultimately affect the value of our homes.

In the past few months we have been asked to look over many neighbor's homes in Duval, to point out and give an opinion, based on experience, as to the problems observed. This has earned us the name, "Troublemaker," from



Home Warranty, because problems have been detected that need repair.

However, one contractor, Dean Carter, has been convinced that the observations we have made about the siding installation are true. We have a lot of respect for someone who sees a problem and tries to correct it as Carter is doing, instead of continuing denial or evasion.

Even though Carter is not getting sufficient cooperation from the subcontractors, he is doing his part. Recently he sent two of his representatives out with us for some pointers on what to look for on some of the new home construction work sites.

On the first home we showed them how to pull gently at the bottom of each panel to check for loose siding. On the very first panel we checked we could feel that there were missing nails. We looked underneath and found that the nails in that area were spaced 49" apart, not 16" as per the installation manual. Other nails on that side were spaced at 21, 28, 30, and 32 inches apart. Clearly unacceptable

Is this just a mistake? If so, why are these mistakes happening so consistently?

We also saw some nails out 1/2" - 5/8" and at least one nail positioned at the end of the slot, not in the center. And this was from just a few panels. What more can we say?

This is brand new construction. The reps could now see some of the problems we are dealing with. We were glad to have the opportunity to prove what we have been saying.

On a brighter note, we were pleased to see that the manufacturer's double finish trim had been installed on several homes. We looked at it with the reps, instead of using the unreliable, makeshift alternative method. The needed change is slowly being made.

Months ago some of the developer's personnel claimed that they don't get complaints about siding. Perhaps its time to wake up: you're getting them now.

People need to know what to look for and have enough concern about this to do something about it. As a community we need to work together to solve these problems.

Surely, now that it has been brought to his attention, Mr. Morse will do the right thing and enforce some quality control for the senior citizens of The Villages, but we must press for a prompt resolution and proper repairs on all of our homes or an extension of the warranty to allow enough time to address each homeowner's siding issues.

It was suggested to us that home inspectors be hired to check the siding installation. It's a good idea, but why should we homeowners have to go to the expense of hiring an inspector for a brand new home? Don't we have a right to expect good-quality workmanship? Perhaps there should be a way to back charge the sider for our expenses to check his work, since he was not concerned enough to check it himself.

The siding problems were not created by a "troublemaker," they were created by poor workmanship practices.

What if we hire outside contractors to make the repairs? Should we send

Home Warranty the bill? And if Home Warranty wants to charge homeowners for service calls if they don't find any problems, as they have told several homeowners here in Duval, shouldn't we charge them for wasting our time dealing with things that should have been done right in the first place?

They should stop dragging their feet, 'fess up to the facts, do it right, and let us get on with our lives here in our beautiful Villages community.

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## **The Vinyl Siding Committee**

At the POA Meeting on April 18th, we formed a committee to address these Vinyl Siding Problems. The committee plans to meet soon to determine how best to approach the developer about fixing these problem homes. As we learn more, we plan to update the membership at our monthly meeting and through the POA Bulletin. Interested residents should consider coming to our next POA meeting on May 16th at the Laurel Manor Recreation Center at 7:00 p.m.

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## **Letter to the Editor: Vinyl Siding**

After reading the article in The POA Bulletin regarding problems with vinyl siding, we wonder where the building inspectors were. I would think with all the impact fees and inspections required, some inspector from the county should be involved with making sure the siding application is correct.

Lawrence Rauls

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# The Village Greens

The May Meeting of the Village Greens will be held on Wednesday May 23, 6:30 p.m., in the Laurel Manor Recreational Center. The speaker for the evening will be: Wendel Martinkovic speaking on Xeriscape (Florida-Friendly Landscaping).

The Village Greens program in May will be on how to conserve and grow a beautiful garden in Florida in what looks to be a rain-poor season.

Xeriscape is a complicated sounding word for a very wise and simple concept. In a nut nutshell, xeriscaping is water-efficient landscaping that's appropriate to the natural environment.

The goal of xeriscaping is to create a visually attractive landscape that uses plants selected for their water efficiency. Xeriscapes can save a tremendous amount of water. An established, properly-maintained xeriscape needs about one-third the water of a traditional turf-based landscape. Some plants require almost no supplemental watering once they are established.

Contrary to popular misconception, xeriscape does not mean rock and a cactus. And, the properly planned xeriscape can offer brilliant color all year long.

Mr. Martinkovic is well qualified to speak on the topic. He is past director of the Master Gardener program in Sumter County.

We will also have a guest from Lowe's who will discuss drip-irrigation and other products related to xeriscaping.

Come and join us. We are also addressing the subject of recycling .

There will be discussions of energy saving practices and new and energy-conserving products on the market.

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## Letter to the Editor: We're Not a Resort

In the last issue of the POA Bulletin, you printed an article "We're Not A Resort." I and my friends cannot thank you enough for that. As full time residents, we think that something must be done to protect our rights first. We are here all year around to support the local businesses and the golfing.

I also think that before one can rent or buy they should be given driving lessons for the turn-about. We could avoid many of the accidents if there were signs

posted that require everyone to stay to the right and not make right turns from the left lane. The signs must be like pictures as the yield signs must be in a foreign language because cars seem to dart out just as we come around into the circle and miss us by inches. Of course they don't seem to think that they have done anything wrong so I must think they cannot comprehend the sign as it is.

I have maintained that people pack a suitcase for vacation and leave their manners and good sense at home. I would bet that not one of them would behave like they do where they have to see their peers on a more regular basis. It is such a shame that the year rounders absolutely dread the winter and that is why we moved here in the first place.

Pam Russell

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## Letter to the Editor: Snowbird Letter

I read the article on Snowbirds in the April issue and feel that while a positive article, it completely missed the most important benefits full time Village residents receive from the Snowbirds.

1) Snowbirds own, pay their Amenities Fees for twelve months, and only use those amenities for three to four months each year. This results in a windfall for full-time residents who use the amenities the entire year.

2) If all the Snowbirds would suddenly decide to move full-time to The Villages, then the lines in the restaurants, the difficulty in getting Tee times and the crowded roads would be a fact of life twelve months a year instead of only three to four months.

3) The portion of the property taxes that is used to maintain the public services and the infrastructure is being paid equally by the Snowbirds while they are only using those services during the winter months. They don't even get the benefit of the full time resident property tax exemption. How much higher would property taxes be if not for subsidies contributed by the Snowbirds?

Whenever a full-time Villager sees an empty house he should be aware that the Snowbird owner of that house is subsidizing them. Then they should just smile at their good fortune.

Tony Ferrullo

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## Letter to the Editor: Golf Cart Drivers

I was among people leaving the Saddlebrook Softball Complex recently after a playoff game.

As we were coming across the parking lot a group of 6-8 golf carts came barreling down the lot from behind the fields. They were riding nose to tail at full tilt without any concern for the cars that might be backing out, or, heaven forbid, people that were crossing or anything. They came to a screeching halt at the intersection of the golf path and the parking lot entrance by the pickleball courts, almost running into each other. It was like they were on a fast parade to get somewhere with no regard for others. It was very fortunate no one was injured for they were not slowing down for anything except whatever made them abruptly stop.

Please, people, be careful. Think if you were the ones walking or biking across the lots.

P. Benson

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## Letter to the Editor: Dogs

Following is an exchange on the POA Website Forum of several residents on the subject of dogs and their clean-up. This appears to be a serious problem here. For all the dog owners and dog walkers in The Villages, please read these comments and recognize that it is your responsibility to clean up, and your neighbors may not want you to walk your dog on their property.

The POA is not aware of any formal effort to restrict dog walking at this time. It is doubtful that dogs would ever be banned. However, if complaints continue, especially about hostile responses from dog walkers, we may see an effort to restrict, for example, dog walking to just the owner's property. We would not like to see restrictions like that - but, that might have to be one of the considerations for solving the problems.

Here is the POA Website Forum exchange on this topic:

Mar 25: There are conspicuously few dog walkers who follow the rules to "curb"

their pets. They are mostly allowed to walk up into lawns and do...whatever. Late night walkers too often are the worst; too often not cleaning up after themselves. Such small lawns that are mostly so well taken care of, this carelessness is such a shame.

Mar 25: I too have noticed the same disregard for common property. Too many times have seen owners allow their pets to urinate on mail facility plants. Most plants near the mail boxes are dead from the highly acidic urine. How about walking them in your own backyards and not killing off the public areas.

Mar 28: This is a big problem on my block. I recently sent an Email to all my neighbors on the loop politely asking them to stop. It's amazing how arrogant & hostile a couple of the replies were.

Apr 3: Pets and dogs, etc., are a hot topic these days. There are rumors all over that pets may be prohibited from The Villages in the near future for the reasons stated above. It is not the pets so much as the owners of the pets.

Apr 7: I doubt if there will ever be a rule against dog ownership in The Villages. There are too many dog owners. I must admit dog owners get endless enjoyment from their dogs. However, they fail to realize we are not all dog lovers and we do not appreciate them using our property for their dogs to mess on. In my experience once a person acquires a dog they also acquire an attitude. I have seen rational, thoughtful people go completely dog crazy. They become oblivious to the problems their dogs create. They become indignant when we ask them to not let their dog defecate and/or urinate on our lawns. They think it is cute when their dogs barks at us when we walk by their house. They feed their dogs at outside tables at restaurants. Having said that I must add that there is nothing we can do to change their attitude.

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## Letter to the Editor: Garbage

Why aren't the rules about putting out the garbage on collection day enforced?

We put our garbage out the night before pick-up -- generally about 11 pm or so.

If you drive around our Village the day before pick-up it looks like the ghetto -- with bags of garbage in front of homes sometimes as early as 9 am the day before pick-up -- and it destroys the beauty of the neighborhood.

It is hard for me to understand why an owner would want bags of garbage in front of their home to begin with.

We have one of our pick-ups on Monday and Sunday should be a beautiful and peaceful day and not filled with garbage on the streets.

In all of my years of living in various homes, etc., I have never seen garbage in front of home like it is in our Village -- in fact where I lived previous to living here you could not even leave your garage door opened for any length of time, etc. In fact the home owners association would issue warnings and fines to home owners.

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## **Letter to the Editor: Villages Pools**

Suggestion: Each pool has a telephone. Post the phone number to be called when there is a problem with unauthorized persons using the pool or authorized persons misusing the pool.

Many of us are reluctant to be confrontational but do not want to condone unsafe usage (pushing, shoving, unattended children, etc.).

Sharon Tupa

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## **Letter to the Editor: Electrical Switches**

I was reading the current issue of the POA Bulletin and was surprised by the Vinyl Siding article. I am pleased that some one had the knowledge to bring light to this problem.

I have another similar concern and don't know how wide spread the problem is but would like to hear about others with similar concerns.

My concern is the rocker-type switches now being used. Several had to be replaced within six months because they "flicker." I was told by the contractor that they received a "bad batch" of these switches. When one year passed they are no longer warranted.

Now I find they "leak" voltage per the contractor who says this is a common problem and is to be expected, but not corrected.

I feel if the contractor knew of "bad batches" he should replace them no matter how long it takes.

I have light switches in my last home for over 40 years with no problems. One-and-a-half years is a defect and should be replaced at no cost to the homeowner.

Can the POA be of any assistance in this matter?

Charles B. Schroeder

P.S. I was also told by the warranty department that a fee would be charged for coming out to inspect the switches. One-and-a-half years is not an acceptable life for electrical switches and if the contractor won't repair (them) the manufacturer should replace them.

Editor's note: The POA takes this Letter-to-the-Editor opportunity to publicize the problem. If enough residents come forward to report similar problems, perhaps something can be done. If you have comments, please go to the POA Forum on the POA website and comment on your experience. Thanks.

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## Letter to the Editor: ID Cards

When I closed on my new home, my wife and I were both given a Village ID with our picture and a bar code. No information with these IDs prohibited "duplicating."

When we go to our local Lynnhaven pool, neither of us takes a wallet. So, I made a copy of the Village ID and put it in a clear plastic picture sleeve. This duplicate ID is only used for our visits to our pool and has been checked many times by Village recreation personnel.

Last week the Village person was checking IDs at our pool and used the bar code gun, which gave an "okay." My picture also identified me as authorized person.

However, this ID checker took my duplicate ID and stated they are not to be duplicated, which is first I was aware of this.

I talked to Pat Henry, who confirmed that Village IDs are not to be duplicated. But no where on any of my closing paperwork is this statement made. It is my understanding that this is just an "ID," not a credit card, etc.



Long story, short bad communications and embarrassment.

James (Jim) Smith

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## Letter to the Editor: Sumter County Property Taxes

Your views on behalf of the property owners is commendable. However, perhaps you can't see the forest for the trees.

I'm talking Sumter County property tax  $\frac{1}{4}$  one that is considerably inflated in my opinion.

I own one of the smallest of the designer homes, 1407 square feet, to be exact. Its assessed value is \$161,262.

Compare that with rental residential property, zoned as a business, I own in Baltimore County, Maryland, assessed at \$183,576.

Yet my Baltimore County property tax is \$2,262.45, or \$864.93 less than the \$3,127.38 of Sumter County. Okay, so Sumter includes maintenance, bond, and fire charges.

What really frosts me is the amount allocated toward education. Do the math! I'm told there are 21,000 homes in the Villages portion of Sumter County. Although the value of my home is below the average, lets use the figure I'm charged for education - \$1,263.97 - multiplied by 21,000 you get \$26,543,370. That's a \$26,543.370 gift every year to Sumter County.

My personal gift in 5 years of residency has been over \$5,000. And I've never even received a "thank you."

How many children in those 21,000 Villages homes go to school? Am I missing something here?

And The Villages isn't the only retirement community in Sumter County kicking in likewise.

Maybe what the POA is missing is directing its attention to correcting this inequity.

Thomas N. Shaw

## April Fools: Villages Survey Questions Missed

Oh My Gosh -- The Villages just recently completed its Annual Survey and it forgot these questions. And, they want to be thorough. Thus, if you would like to answer these questions and forward your responses to Monica Andersen at the SLCDD offices, we are sure she would be happy to hear your comments.

Here are the forgotten Survey questions for your consideration:

- When you drive your golf cart to the grocery store, how fast do you drive? A. 0-5 miles per hour; B. 5-10 mph; C. 10-20 mph; D. 20-40 mph; E. 40-80 mph; F. Over 80 mph.
- What color would you prefer the golf greens to be? A. Kelly Green; B. Pastel Green; C. Aquamarine; D. Military Fatigue Green; E. Light Green; F. Dark Green; G. Medium Green; H. Lime Green; I. Yucky Green; J. Blue.
- You wouldn't mind, would you, giving the developer \$500 for just general stuff?
- Wouldn't you like to participate in the developer's Adopt-A-Buffalo program in which you would give the developer \$300 a year for Buffalo feed? (You would be required to re-claim the processed feed residue afterwards; but, you could name the buffalo.)
- If excessive Villages water withdrawals from the underground aquifer causes it to go dry, you wouldn't mind, would you, paying a \$1,000 per year surcharge on your water bill to build The Villages Water Desalination Plant near Crystal River and a pipeline to The Villages?

April Fools!!

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