

**IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT  
IN AND FOR MONROE COUNTY FLORIDA**

**MARTHA BETANCOURT,  
MARIA BETANCOURT,  
LUIS BETANCOURT,  
ANIBAL AYALA,  
JEAN JONAS DIERNO,  
GERARD VALENT,  
RAFAEL VERA, MANIE ANILUS  
FLORENCIA GAMORA,  
CARLOS SANTOGO,  
ALEX ODENA,  
IVIAN CREER,  
JOSE GUEVARA,  
JEAN G. DESIRE, JOE DELVA  
HILARIO CARCANO,  
HENRY GUERRIOS,**

Plaintiffs,

v.

**WRECKERS CAY APARTMENTS AT STOCK ISLAND, LLC.,**

**D/B/A**

**WATER'S EDGE COLONY MOBILE HOME PARK**

Defendants,

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**COMPLAINT**

**COMES NOW, the Plaintiffs, MARTHA BETANCOURT, MARIA BETANCOURT,  
LUIS, BETANCOURT, ANIBAL AYALA, JEAN JONAS DIERNO, GERARD VALENT,  
RAFAEL VERA, MANIE ANILUS, FLORENCIA GAMORA, CARLOS SANTOGO,  
JOSE GUEVARA, JEAN G. DESIRE, JOE DELVA, HILARIO CARCANO, HENRY  
GUERRIOS, by and through the undersigned counsel and hereby files this suit for damages**

against the Defendant, **WRECKERS CAY APARTMENTS AT STOCK ISLAND, LLC D/B/A WATER'S EDGE COLONY MOBILE HOME PARK**, and states as follows:

**JURISDICITONAL ALLEGATIONS**

1. This is an action for damages in excess of fifteen-thousand (\$15,000.00) dollars, exclusive of attorney's fees and costs.
2. The acts complained of occurred in Monroe County, Florida.
3. At all times material hereto, the Plaintiffs were adult residents of Monroe County, Florida and are otherwise sui juris.
4. At all times material hereto, the Defendant, was a foreign corporation doing business in the state of Florida with its principal place of business in Florida. Defendant owns a mobile home park in Monroe County, Florida

**GENERAL ALLEGATIONS**

5. On or around June 25, 2018, Wreckers Cay Apartments at Stock Island, LLC D/B/A Water's Edge Colony Mobile Home Parks sent a Notice of Eviction for Change of Use of Land Pursuant to Section 723.061(1)(d), Florida Statutes to the Plaintiffs, otherwise known as homeowners within the Water's Edge Colony Mobile Home Park.
6. The Notice of Eviction for Change of Use of Land advised "Mobile Home Owners(s), Mobile Home Tenant(s), and/or Mobile Home Occupants(s)" of the Wreckers Cay Apartments at Stock Island, LLC's, as owner of Water's Edge Mobile Home Park ("Park), intention to change the use of the land and any tenants were required to vacate the Park by January 31, 2019.

7. The notice was defective where it failed to advise the homeowners of their right to object to the eviction, due to the change in use, within 90 days of receiving the notice, pursuant to 723.061(d).
8. Defendant's intentional misrepresentation was designed to mislead the homeowners from asserting their rights to contest the change in use.
9. Moreover, on or around June 25, 2018, Water's Edge Colony Mobile Home Park to Plaintiff(s) homeowners, advising them of their status as holdover tenants, and of Water's Edge intention to file suit against the homeowners for eviction if they should fail to vacate the premises by September 30, 2018.
10. Neither of the notices of eviction included a Planned Urban Development (P.U.D.) plan.
11. Neither of the notices of eviction included any architectural renderings.
12. The notices were not designed to advise the Plaintiffs of their rights, but to defraud the plaintiffs into being evicted from their properties.
13. In furtherance of its deception, Defendant has taken steps to induce homeowners from asserting their right to object to the change in use by offering monies to impoverished homeowners and tenants to contrive governmental approval of the change in use under Fla. Stat. § 723.083.
14. Defendant has failed to meet the conditions precedent for obtaining a change in use in the mobile home park.
15. Defendant has contrived the purpose of the statute for its own underhanded purposes in order to wrongfully evict the Plaintiffs.

**COUNT I - VIOLATION OF THE FLORIDA DECEPTIVE AND UNFAIR  
TRADE PRACTICES ACT**

16. Plaintiff realleges paragraphs 1-15 as fully stated herein.
17. At all times material hereto, Chapter 501, Fla. Stat., Florida's Deceptive and Unfair Trade Practices Act (FDUTPA) was in full force and effect.
18. At all times material hereto, **WRECKERS CAY APARTMENTS AT STOCK ISLAND, LLC D/B/A WATER'S EDGE COLONY MOBILE HOME PARK**'s practices, acts, conduct, and concealment as set forth herein constitute unfair or deceptive acts or practices within the meaning of Fla. Stat. §501.204(1).
19. Defendant has used issued defective notices of eviction to mislead homeowners and tenants of their rights in order to wrongfully evict them from their homes.

**WHEREFORE**, the Plaintiffs object to the change in use and demand judgment against the Defendant, **WRECKERS CAY APARTMENTS AT STOCK ISLAND, LLC D/B/A WATER'S EDGE COLONY MOBILE HOME PARK**, for actual damages, plus attorney's fees and costs and any other relief the Court deems just and proper.

**COUNT II - FRAUDULENT MISREPRESENTATION**

20. Plaintiff re-alleges paragraphs 1-15 as fully stated herein.
21. In efforts to induce Plaintiff's from taking any action to contest the change in use, **WRECKERS CAY APARTMENTS AT STOCK ISLAND, LLC D/B/A WATER'S EDGE COLONY MOBILE HOME PARK**'s knowingly and intentionally misrepresented their rights and ability to object to the proposed change.
22. **WRECKERS CAY APARTMENTS AT STOCK ISLAND, LLC D/B/A WATER'S EDGE COLONY MOBILE HOME PARK**, its agents and employees, intended to induce Plaintiffs into inaction by failing to advise them of their right to object to the proposed change in use.

23. **Plaintiffs** acted justifiably in reliance upon **WRECKERS CAY APARTMENTS AT STOCK ISLAND, LLC D/B/A WATER'S EDGE COLONY MOBILE HOME PARK's** misrepresentations and but for the misrepresentations and concealments made by **WRECKERS CAY APARTMENTS AT STOCK ISLAND, LLC D/B/A WATER'S EDGE COLONY MOBILE HOME PARK** Plaintiffs would not have been damaged.

24. As a direct and proximate cause of **Plaintiff's** reliance upon **WRECKERS CAY APARTMENTS AT STOCK ISLAND, LLC D/B/A WATER'S EDGE COLONY MOBILE HOME PARK** misrepresentation Plaintiffs have been misled and have sustained damages.

**WHEREFORE**, the Plaintiffs object to the change in use and demand judgment against the Defendant, **WRECKERS CAY APARTMENTS AT STOCK ISLAND, LLC D/B/A WATER'S EDGE COLONY MOBILE HOME PARK**, for actual damages, plus attorney's fees and costs and any other relief the Court deems just and proper.

### **COUNT III - NEGLIGENT MISREPRESENTATION**

25. Plaintiff re-alleges paragraphs 1-15 as fully stated herein.

26. In efforts to induce Plaintiff's from taking any action to contest the change in use, **WRECKERS CAY APARTMENTS AT STOCK ISLAND, LLC D/B/A WATER'S EDGE COLONY MOBILE HOME PARK's** knowingly and intentionally misrepresented their rights and ability to object to the proposed change.

27. **WRECKERS CAY APARTMENTS AT STOCK ISLAND, LLC D/B/A WATER'S EDGE COLONY MOBILE HOME PARK**, its agents, and employees knew or should have known such misrepresentations were false.

28. **Plaintiffs** acted justifiably in reliance upon **WRECKERS CAY APARTMENTS AT STOCK ISLAND, LLC D/B/A WATER'S EDGE COLONY MOBILE HOME PARK's** misrepresentations and but for the misrepresentations and concealments made by **WRECKERS CAY APARTMENTS AT STOCK ISLAND, LLC D/B/A WATER'S EDGE COLONY MOBILE HOME PARK** Plaintiffs would not have been damaged.

29. As a direct and proximate cause of **Plaintiff's** reliance upon **WRECKERS CAY APARTMENTS AT STOCK ISLAND, LLC D/B/A WATER'S EDGE COLONY MOBILE HOME PARK** misrepresentation Plaintiffs have been misled and have sustained damages.

**WHEREFORE**, the Plaintiffs object to the change in use and demand judgment against the Defendant, **WRECKERS CAY APARTMENTS AT STOCK ISLAND, LLC D/B/A WATER'S EDGE COLONY MOBILE HOME PARK**, for actual damages, plus attorney's fees and costs and any other relief the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff demands a jury trial for all issues triable by jury.

Dated: September 24, 2018

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