

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

SILVER COURT MOBILE HOME PARK  
HOMEOWNERS ASSOCIATION INC.,  
a Florida not-for-profit organization;

GENERAL JURISDICTION DIVISION  
Case No.:

Plaintiff,

-vs-

1989 SUNNY COURT LLC, a Florida  
limited liability company, d/b/a  
Silver Court Trailer Park

Defendant.

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**VERIFIED COMPLAINT FOR  
DECLARATORY AND INJUNCTIVE RELIEF**

Plaintiff, SILVER COURT MOBILE HOME PARK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit organization, (the "HOA"), brings this action against Defendant, 1989 SUNNY COURT LLC, a Florida limited liability company, d/b/a Silver Court Trailer Park ("1989 SUNNY COURT LLC"), and in support states as follows:

**INTRODUCTION**

1. This lawsuit relates to Silver Court Trailer Park, a mobile home park in Little Havana, where approximately 200 homeowners resided. Many of the residents have lived there for decades and most are families and low-wage workers, or elderly and disabled individuals on a fixed income. In March 2026, the mobile home park owner sent notice to the homeowners that it was changing the use of the park and that the residents needed to leave by the end of September.

2. Pursuant to Fla. Stat. § 723.061(2), Plaintiff objects to the eviction notices based on a change in use of land (the "Change of Use Notice") issued by 1989 SUNNY COURT LLC to

residents of Silver Court Trailer Park (“the Park”) on March 11, 2026. The Change of Use Notice requires the homeowners to leave the mobile home park by September 30, 2026. See a copy of the Change of Use Notice attached as Exhibit A.

3. In objecting to the change in use of the land, the HOA petitions for declaratory and injunctive relief through this Court’s enforcement of § 723.021 and § 723.083.

4. Chapter 723, also known as the Florida Mobile Home Act, recognizes that “inequalities exist between mobile home owners and mobile home park owners,” and § 723.021 requires a mobile home park owner to act in good faith and engage in fair dealings with mobile home owners regarding all matters under the Act.

5. Fla. Stat. § 723.083 requires the government to “determin[e] that adequate mobile home parks or other suitable facilities exist for the relocation of the mobile home owners” before “approv[ing] any application for rezoning or tak[ing] any official action, which would result in the removal or relocation of mobile home owners.”

6. The HOA seeks a declaratory judgment against 1989 SUNNY COURT LLC finding that it violated its obligation of good faith and fair dealing when it refrained from seeking government approval in the way of re-zoning or other applications for its change of use while residents remain at the Park in order to side-step the protections of mobile homeowners facing displacement under § 723.083.

7. The HOA seeks to enjoin 1989 SUNNY COURT LLC from proceeding with the Park closure without first seeking approvals from the government to trigger the homeowner protections under § 723.083.

#### **PARTIES, JURISDICTION AND VENUE**

8. This is an action for injunctive relief and declaratory relief, and seeks enforcement

of Chapter 723, Florida Statutes, also known as the Florida Mobile Home Act (“Chapter 723”), which governs mobile home park lot tenancies in Florida, and which causes of action are within the jurisdiction of the Circuit Court.

9. 1989 SUNNY COURT LLC is a Florida limited liability company that owns the Park located at 3170 SW 8th Street, Miami, Florida 33135, in Miami-Dade County, Florida (Folio No. 01-4109-013-0131). 1989 SUNNY COURT LLC conducts business in Miami-Dade County, Florida, and is otherwise subject to the jurisdiction of this Court.

10. The HOA is a Florida not-for-profit organization, licensed to do business in Florida, and is the duly constituted Homeowners Association for residents of the Park.

11. Miami-Dade County is the proper venue as it is the county in which the Park is located and the location where all causes of action accrued.

12. The HOA brings this action pursuant to Fla. R. Civ. P. § 1.222 which empowers a mobile homeowners’ association to bring an action on behalf of all mobile homeowners at a park concerning matters of common interest, and pursuant to Chapter 723. This is not a class action subject to the requirements of Fla. R. Civ. P. § 1.220.

13. Under the Florida Rules of Civil Procedure, “a mobile homeowners’ association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all homeowners concerning matters of common interest,” but which “shall not be subject to the requirements of rule 1.220.” Fla. R. Civ. P. 1.222.

14. All conditions precedent under Chapter 723 to exercising the HOA’s rights have been satisfied: (a) at least two-thirds of the Park’s mobile homeowners provided written consent to be members of the HOA bound by its articles of incorporation, bylaws and policies, and to be represented by the HOA in all matters under Chapter 723; and (b) the HOA has notified 1989

SUNNY COURT LLC, in writing, of the HOA's officers' names and addresses pursuant to Fla. Stat. 723.076. *See* Fla. Stat. § 723.075(1); § 723.076(1).

15. The HOA was properly formed and the homeowners at the Park have a common interest in their pending evictions as a result of the Park's notice of a change of use of the land under § 723.061(1)(d) and the outcome of this action.

16. The HOA has complied with all conditions precedent to bringing this action and is timely exercising its objection to the change of use of the land under § 723.061(2).

17. The prevailing party is entitled to a reasonable attorney's fee in enforcing the provisions of Chapter 723. Fla. Stat. § 723.068.

#### **THE FLORIDA MOBILE HOME ACT**

18. Chapter 723 of Florida Statutes, also known as the Florida Mobile Home Act, applies "to any residential tenancy in which a mobile home is placed upon a rented or leased lot in a mobile home park in which 10 or more lots are offered for rent or lease." Fla. Stat. § 723.002(1). A mobile home owner under Chapter 723 is "a person who owns a mobile home and rents or leases a lot within a mobile home park for residential use." Fla. Stat. § 723.003(5).

19. The Florida Mobile Home Act acknowledges that both mobile home park owners and mobile homeowners have "basic property and other rights which must be protected." Fla. Stat. § 723.004(1). The statute was created to regulate the "unique" landlord-tenant relationship that exists in mobile home parks, recognizing that "inequalities exist between mobile home owners and mobile home park owners as a result of such unique factors." *Id.*

20. Every rental agreement subject to the Florida Mobile Home Act "imposes an obligation of good faith and fair dealings in its performance or enforcement." Fla. Stat. § 723.021. Upon a finding that "the other party has not complied with the obligations of good faith and fair

dealings,” the Court “shall award reasonable costs and attorney's fees to the prevailing party for proving the noncompliance.” *Id.*

21. In recognition of the hybrid type of property relationship that exists between the mobile homeowner and the park owner (*Harris v. Martin Regency, Ltd.*, 576 So.2d 1294, 1297 (Fla.1991)), the Florida Mobile Home Act allows eviction of mobile homeowners in only five instances, one of which is a change of use of the land. Fla. Stat. § 723.061(1)(d).

22. When a park owner decides to change the use of the land, the park owner must give residents six months’ notice to relocate pursuant to § 723.061(1)(d).

23. The Florida Mobile Home Act also has a requirement that when the government approves an application for rezoning or takes any other official action which would result in the removal or relocation of mobile home owners, it must first determine that adequate mobile home parks or suitable facilities exists for the relocation of the mobile home owners. Fla. Stat. § 723.083.

24. Prior to 2011, § 723.061 included a provision which said 723.083 was inapplicable when a park owner sought to change the park’s use.

25. The Fourth District Court of Appeal in *Gallo v. Celebration Pointe Townhomes, Inc.*, 972 So. 2d 992 (Fla. 4th DCA. 2008), in direct reliance on the statutory language, held that since a park closure under 723.061 was untethered from the requirements of 723.083, the park owner did not have to await the outcome of its rezoning application to proceed with a change of use notice. *Id.* at 996. (“Because the legislature expressly rendered section 723.083 inapplicable to change of use evictions, we conclude that the trial court correctly determined that the statutory obligation Gallo asserted the park owner violated did not exist. The park owner had no obligation to await the results of the rezoning decision before sending its notice of eviction, which is essentially what Gallo maintains should occur. We therefore affirm.”)

26. In 2011, the Florida Legislature removed the provision making § 723.083 inapplicable to § 723.061 with the purpose to “require[] the state or local government to consider the adequacy of parks for relocation when a mobile home park owner gives notice of a change of land use.” Fla. H. R., CS for SB 650 (2011), Final Bill Analysis (June 27, 2011)<sup>1</sup>; *see also* Fla. S. Comm. on. Rules, CS for SB 650, Post Meeting Staff Analysis (March 25, 2011).<sup>2</sup>

27. This statutory amendment meant that *Gallo* was no longer good law and that § 723.083 would apply when a park owner sought to change the use of a mobile home park.

28. Since government determination is ultimately required to change the use of land when the park owner sends a change of use notice under § 723.061(1)(d), allowing the displacement of park residents before the government can make such determination causes irreparable harm and renders the Florida Mobile Home Act’s protections for mobile homeowners meaningless.

29. The Florida Mobile Home Act’s statutory compensation amounts for abandonment of a mobile home through the Florida Mobile Home Relocation Trust Fund are \$1,375 for a single unit mobile home and \$2,750 for a multi-unit mobile home. Fla. Stat. 723.0612(7).

30. Chapter 723 statutory compensation reimbursement amounts for relocation through the Florida Mobile Home Relocation Trust Fund are capped at \$3,000 for a single unit mobile home and \$6,000 for a multi-unit mobile home. Fla. Stat. 723.0612(1)(b).

31. Fla. Stat. § 723.061(2) provides that “[i]n the event of eviction for change in use, homeowners must object to the change in use by petitioning for administrative or judicial remedies

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<https://flhouse.gov/Sections/Documents/loaddoc.aspx?FileName=h0423z.JDC.DOCX&DocumentType=Analysis&BillNumber=423&Session=2011;>

<sup>2</sup> <https://www.flsenate.gov/Session/Bill/2011/650/Analyses/2011s0650.rc.PDF>

within 90 days after the date of the notice or they will be barred from taking any subsequent action to contest the change in use.”

### STATEMENT OF FACTS

32. Defendant 1989 SUNNY COURT LLC through its current property manager, The Urban Group, advised the residents of Silver Court Trailer Park through a March 11, 2026 notice to homeowners, that they would have to leave the Park by the end of September 2026 due to a change in use of the land pursuant to § 723.061(1)(d).

33. The Park provides affordable housing for low-income individuals and families. Mobile homeowners own their mobile homes and rent the land underneath from the Park owner for a monthly lot rental rate. The average lot rent at the Park is approximately \$850 per month.

34. Most of the residents at the Park consist of families on fixed incomes and elderly or disabled individuals. Some residents have lived in the Park for over 20 years.

35. The HOA represents some mobile homeowners at the Park whose investments in their homes, between purchase price and improvements, exceed \$100,000.

36. HOA members would be left financially destitute if forced to abandon such investment in their homes in exchange for the statutory abandonment compensation amounts, referenced *supra*.

37. There are approximately 40 remaining occupied lots at the Park represented by the HOA.

38. Given the age of the mobile homes, it is unlikely that any homes can be moved without extensive damage. Moreover, there are few, if any, mobile home parks that will accept older mobile homes. The Florida Supreme Court recognized these difficulties in *Stewart v. Green*, 300 So. 2d 889, 891 (Fla. 1974).

39. Even if any of the homes, which are mobile in name only, could be moved, the statutory amounts for reimbursement of relocation costs, referenced *supra*, fall far short of the actual costs to relocate a mobile home.

40. To date, Defendant has not requested rezoning or applied for a special permit related to the Park's change of use.

41. To date, there has been no government determination as to whether adequate mobile home parks or other suitable facilities exist for the relocation of the mobile homeowners.

42. The HOA was forced to retain the services of undersigned counsel as a result of this matter.

43. The HOA seeks its reasonable attorneys' fees related to enforcing the provisions of the Florida Mobile Home Act pursuant to Fla. Stat. § 723.068 and seeks its costs pursuant to Fla. Stat. § 86.081.

**COUNT I: VIOLATION OF FLA. STAT. § 723.021**  
***Declaratory Relief Against 1989 SUNNY COURT LLC***

44. Plaintiff realleges paragraphs 18-43.

45. Fla. Stat. § 723.021 imposes an obligation of good faith and fair dealings in its performance or enforcement on every rental agreement or duty under Chapter 723 and allows a party to a dispute to seek an order finding the other party has not complied with the obligations of good faith and fair dealings.

46. 1989 SUNNY COURT LLC issued a notice to Park residents in attempts to evict them based on a change of use of the land to something other than a mobile home park. A copy of the Change of Use Notice is attached as Exhibit A.

47. Fla. Stat. § 723.083 requires the government to "determin[e] that adequate mobile home parks or other suitable facilities exist for the relocation of the mobile home owners" before

taking any official action, such as approving a zoning application that “would result in the removal or relocation of mobile home owners.”

48. The government determination under § 723.083 is intended to prevent resident displacement when adequate mobile home parks or other suitable facilities do not exist.

49. Despite its intended change of use of the land, SUNNY COURT LLC has not submitted any zoning or other applications in avoidance of such government determination and in violation of its obligation of good faith and fair dealing under § 723.021.

50. Since government determination is ultimately required to change the use of land and is now clearly applicable in the instance of a change of use notice under § 723.061(1)(d), allowing the Park to displace residents before the government can make the determination, will cause irreparable harm and render the Act’s protections of mobile homeowners meaningless.

51. Because of 1989 SUNNY COURT LLC’s failure to comply with its obligation of good faith and fair dealing, a bona fide dispute has arisen between it and Plaintiff regarding their respective rights and duties under the Florida Mobile Home Act; for which the disagreement subjects Plaintiff to the risk of irreparable injury; and, for which Plaintiff has no adequate legal remedy.

52. If 1989 SUNNY COURT LLC moves forward on the Change of Use Notice to evict all remaining residents without exercising its obligation of good faith and fair dealing, the Plaintiff, an organized group consisting of mobile homeowners living in the Park, will suffer irreparable injury in that: (1) the homeowners have nowhere to relocate their homes; (2) the homeowners will lose the ability to continue to reside at the Park and pay affordable rent; (3) the homeowners will lose their homes; (4) the homeowners will be deprived of their rights under § 723.083; and (5) the homeowners will be at risk of homelessness.

53. Plaintiff has a justiciable question as to its rights as a group of mobile homeowners affected by 1989 SUNNY COURT LLC's projected change of use and Park closure.

54. Plaintiff is in doubt as to its rights under Florida Statute § 723.021, § 723.061, and § 723.083.

55. There is a bona fide, actual, present need for the declaration.

56. All conditions precedent to the maintenance of this action, if any, have been satisfied by the Plaintiff or have been waived by the conduct of the Defendants.

**COUNT II: VIOLATION OF FLA. STAT. § 723.021**  
***Injunctive Relief Against 1989 SUNNY COURT LLC***

57. Plaintiff realleges paragraphs 18-43.

58. 1989 SUNNY COURT LLC's actions demonstrate a breach in its obligation of good faith and fair dealings.

59. 1989 SUNNY COURT LLC through its Change of Use Notice is requiring residents to vacate the Park by September 30, 2026.

60. 1989 SUNNY COURT LLC has refrained from applying for any government approvals while residents remain at the Park in an attempt to evade the government determination required by § 723.083 as to whether adequate mobile home parks or other suitable facilities exist for the relocation of the mobile homeowners.

61. The government determination under § 723.083 is intended to prevent resident displacement when adequate mobile home parks or other suitable facilities do not exist.

62. The 2011 amendment to Chapter 723 requires 1989 SUNNY COURT LLC to pursue rezoning and other applications related to its projected change of use, and await the outcome of such applications, before proceeding with its Change of Use Notice.

63. Plaintiff seeks injunctive relief that would enjoin 1989 SUNNY COURT LLC from proceeding with the Park closure without it first seeking the government approvals that affect the closure of the Park or the government fulfilling its obligation under § 723.083, as allowing the Park closure to proceed without the government's determination would render the protections provided to mobile homeowners under § 723.083 meaningless.

64. Unless restrained from proceeding with the Park closure without the government's consideration of adequacy of mobile home parks or other suitable facilities, 1989 SUNNY COURT LLC will force homeowners out of their homes based on a change of use that is being carried out in bad faith in order to deprive the homeowners of statutory protections.

65. The Plaintiff and its members will suffer irreparable injury should 1989 SUNNY COURT LLC proceed with the Park's closure without the government's determination since mobile homeowners will: (1) lose their homes and the ability to continue to reside at the Park and pay affordable rent; and (2) be rendered without relocation options and without available affordable housing.

66. Plaintiff has no plain, adequate and complete remedy at law. Plaintiff may suffer irreparable injury if no injunction is issued.

67. All conditions precedent to the maintenance of this action, if any, have been satisfied by the Plaintiff or has been waived by Defendant's conduct.

#### **RELIEF REQUESTED**

WHEREFORE, Plaintiff SILVER COURT MOBILE HOME PARK HOMEOWNERS ASSOCIATION, INC. respectfully asks that the Court:

A. Issue a declaratory judgment against 1989 SUNNY COURT LLC declaring that proceeding with the Change of Use Notice without first seeking the necessary government

approvals, which requires the City of Miami to determine if there are adequate available relocation options pursuant to § 723.083, violates Fla. Stat. § 723.021.

B. Issue an injunction against 1989 SUNNY COURT LLC enjoining it from proceeding with the Change of Use Notice until such government approvals, such as re-zoning and other applications, are sought, and the government complies with § 723.083.

C. Award Plaintiff's counsel its reasonable attorneys' fees pursuant to Fla. Stat. § 723.068.

D. Award Plaintiff its costs pursuant to Fla. Stat. § 86.081.

E. Grant Plaintiff such other and further relief as it may deem just, proper, and necessary.

*Respectfully submitted,*

BY: /s/ Carrie Feit  
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*Attorneys for Plaintiff*

**VERIFICATION**

Pursuant to Fla. Stat. § 92.525(1)(c) and Fla. Stat. § 92.525(2), under penalties of perjury, I declare that I have read the foregoing “Verified Complaint for Declaratory and Injunctive Relief,” and that all of the facts in it are true to the best of my knowledge and belief.

BY: /s/ Joseph Madera  
Joseph Madera, President  
Silver Court Mobile Home Park  
Homeowners Association, Inc.

# EXHIBIT

## A

MARCH 11, 2026

**VIA POSTING & CERTIFIED MAIL/RETURN RECEIPT**

**Elvin Ismael Arevalo**  
**3170 SW 8th Street**  
**Miami, FL 33135**

**LOT: D422**

**RE: NOTICE OF EVICTION DUE TO CHANGE OF LAND USE PURSUANT TO SECTION 723.061(1)(D), FLORIDA STATUTES**

Dear Elvin Ismael Arevalo:

YOU ARE HEREBY NOTIFIED pursuant to Section 723.061(1)(d), Florida Statutes, that we will be changing the use of the land comprising the mobile home park from mobile home lot rentals to some other use and you are further notified that you will need to secure other accommodations on or before **September 30, 2026** or six months from the date of your receipt, as defined in Section 723.061(4), of this notice, or an eviction action will be filed against you.

This notice does not relieve your responsibility to pay the lot rental amount that is due each month during the time your home is in the park, and any failure to pay lot rental amount will be immediately resolved through eviction under Chapter 723 or, if applicable, Chapter 513 or 83, Florida Statutes.

You have now received notice of the planned change in land use for the mobile home park. Before completing any planned sale of your home, you must advise any prospective purchaser(s) of this planned change and closure of the park. You must also give any such purchaser(s) a copy of this notice, or advise them to obtain a copy from the park owner if your notice is misplaced. If you fail to notify such purchaser(s) of the impending park closing, you may become liable to the purchaser for money damages.

YOU MAY BE ENTITLED TO COMPENSATION FROM THE FLORIDA MOBILE HOME RELOCATION TRUST FUND, ADMINISTERED BY THE FLORIDA MOBILE HOME RELOCATION CORPORATION (FMHRC). FMHRC CONTACT INFORMATION IS AVAILABLE FROM THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION.

Its Tallahassee phone number is: (727) 754-4994; (727) 754-4995; (888) 862-7010. Its website address contains all the pertinent information regarding forms and procedures to obtain reimbursement. Its website is: [www.fmhrc.org](http://www.fmhrc.org).

Along with this notice, you will receive an incentive plan letter. The letter provides that you, alternatively, can contact The Urban Group, which is acting on behalf of the Park Owner, if you wish to seek expedited payment of the statutory amounts you may be entitled to in lieu of seeking that compensation from the FMHRC.

If you have any questions regarding this notice, The Urban Group, which is acting on behalf of the Park Owner, will have staff at the property to answer any questions you may have. If you have any additional questions, please feel free to contact The Urban Group at 954.522.6226 or by email at [info@theurbangroup.com](mailto:info@theurbangroup.com).