

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
IN AND FOR PASCO COUNTY, FLORIDA  
CIVIL DIVISION**

ADAM T. BLACK and  
BRITTANY N. BLACK,

Petitioners,

v.

Case No.: 2024CA001411CAAXWS

STARKEY RANCH MASTER  
PROPERTY OWNER'S  
ASSOCIATION, INC., a Florida  
corporation,

Respondent,

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**PETITIONERS' MOTION FOR SUMMARY JUDGMENT**

Petitioners, Adam T. Black and Brittany N. Black (collectively "**Petitioners**"), by and through undersigned legal counsel, hereby move this Honorable Court for entry of summary judgment in favor of Petitioner and against Respondent, Starkey Ranch Master Property Owner's Association, Inc. ("**Respondent**"), and state:

**CASE STATEMENT**

1. On May 22, 2024, Petitioner commenced these proceedings by the filing of a Petition for Declaratory Relief.
2. On September 11, 2024, Petitioner filed an Amended Petition (the "**Petition**"), whereby Petitioner seeks a determination and declaration by the Court that the One Thousand Dollar (\$1,000.00) fine imposed upon Petitioner by Respondent (the "**Fine**") was an act of selective enforcement of the provisions of the Declaration of Easements, Covenants and Restrictions for Starkey Ranch (the "**Declaration**"). A copy of the Declaration was attached to the Petition as Exhibit "A"
3. On October 2, 2024, Respondent filed a Motion to Dismiss with Prejudice.
4. On November 16, 2024, this Honorable Court entered an Order Denying Respondent's Motion to Dismiss.

**CASE FACTS**

The undisputed facts which are material to the issues presented to the Court in this Motion are summarized below and are evidenced by the pleadings filed in these proceedings and the Affidavits of Petitioners (the "**Affidavits**"), copies of which have been duly filed with the Court.

5. In October of 2023, Petitioner caused an awning to be installed within the preexisting screen enclosure on Petitioner's Property (the "**Modification**").

6. The Modification was constructed using insulated aluminum roof panels (the "**Roof Panels**") and, given that the Modification cannot be seen from the street, the installation was made with the good faith belief that the same did not require approval by the Architectural Review Board (the "**ARB**").

7. On November 9, 2023, approximately two weeks after the Modification was complete, Petitioner received a "1st NOTICE" from Respondent which alleged that, during a recent inspection, Respondent found that Petitioner needed to correct an "Exterior Modification installed with a denied application for insulated roof that extends beyond 6 ft." (the "**First Notice**"). A copy of the First Notice was attached to the Petition as Exhibit "B".

8. On November 15, 2023, Petitioner objected to the First Notice, noting that: (i) as no application was submitted, there could not be a denial; and (ii) because the Modification was limited to the interior of Owners' Residential Dwelling Unit and could not be seen from the street, no application was required.

a. Article 9, Section 9.3 of the Declaration provides that "[n]othing herein shall limit the right of an Owner to finish or alter the interior of that Owners Residential Dwelling Unit as that Owner desires ... provided that no such finishing or alteration ... is visible from the exterior of that Owner's Residential Dwelling Unit."

b. Article 2, Section 2.33 of the Declaration defines a Residential Dwelling Unit as any "improved portion of ... a Lot ... intended for use as a single family residence".

c. Based upon the definition of Residential Dwelling Unit, Petitioner considered the preexisting screen enclosure attached to Petitioner's home an improvement to the Lot and, therefore, a part of the Residential Dwelling Unit.

d. Again, the installation was made with the good faith belief that the same did not require approval by the ARB.

9. Replying to Petitioner's objection, Respondent directed Petitioner to attend the December 8, 2023, ARB meeting, where the First Notice could be discussed with the ARB.

10. Petitioners attended the ARB meeting as directed and had a very cordial conversation with the ARB.

11. Petitioners and the ARB discussed the First Notice and the Modification at length.

12. At the conclusion of the discussion, the ARB requested that Petitioners submit an ARC Application for Modification, leading Petitioners to believe that the same was a formality and the ARC Application would be approved.

13. As requested, Petitioners submitted an ARC Application for Modification (the "**Application**").

14. On December 18, 2023, Petitioners received notice that the ARB had denied the Application, noting that "[c]omposite roofs are restricted to the width of the lanai opening and can only extend six foot from the structure" (the "**Composite Roof Restriction**").

15. On December 22, 2023, Petitioners, confused by the ARB's denial, attended the ARB meeting so as to discuss the denial with the ARB.

16. At that meeting, the ARB confirmed to Petitioners that their ability to approve or deny applications is limited by the Declaration and Design Guidelines of Starkey Ranch (the "**Design Guidelines**") and, as Petitioner's Roof Panels exceeded the Design Guidelines, the ARB could not approve Owners' Application. A copy of the Design Guidelines was attached to the Petition as Exhibit "C".

17. On February 14, 2024, Petitioners served a response to the First Notice, whereby Petitioners questioned the sincerity of ARB's basis for denial, noting that there exist other roof panel modifications within the Starkey Ranch community that exceed the allowances imposed by the Design Guidelines, yet there exist no records of violations pertaining to the same.

18. Petitioner's response to the First Notice also noted that: (i) the design and final build of the Modification are compatible in scale, massing, character, materials and color with Owners' house; (ii) the Modification does not impair the view of neighbors, nor can it be seen from the street; (iii) the Modification has minimal, if any, adverse impact on the community; (iv) those that would be most affected by the Modification, Petitioner's immediate neighbors, have all confirmed they have no issue with the Modification; and (v) in all material respects, the Modification and Petitioner's actions comport with the purpose and intent of the Declaration and Design Guidelines.

19. On that same day, Respondent served Petitioner with a "2<sup>nd</sup> & FINAL NOTICE", whereby Respondent provided notice that, if "the deed restriction deficiency not be remedied", a fine may be levied against you" (the "**Second Notice**"). A copy of the Second Notice was attached to the Petition as Exhibit "D".

20. On April 1, 2024, the Starkey Ranch Fining Committee (the "**Fining Committee**") served Petitioner notice that the Fining Committee imposed a \$1,000.00 fine (the "**Fine**") against Petitioner (the "**Notice of Fine**"). A copy of the Notice of Fine was attached to the Petition as Exhibit "E".

21. On April 12, 2024, Petitioner served a response to the Notice of Fine confirming that: (i) when Petitioner was first made aware of the alleged violation, Petitioner took all reasonable steps to address the matter with the Respondent by and through Respondent's Board of Directors (the "**Board**"), Architectural Review Board (the "**ARB**"), and Fining Committee; (ii) Petitioner has repeatedly requested that the Board and/or ARB provide guidance on addressing the issue via compromise, so as to avoid the economic waste associated with the complete removal of the structure; and (iii) given that the Board and ARB have failed to provide the requested guidance, Petitioner requested, pursuant to Article 12, Section 12.6(nn) of the Declaration, that Respondent grant to Petitioner a variance from the restrictions on lots and residential dwelling units and from the Association's Rules and Regulations, thereby mooted the alleged violation.

22. Respondent has failed to respond to the request for variance.

23. On August 7, 2024, Respondent sent Petitioner a "Notice of Late Assessment" threatening to proceed with "collection action against your property ... unless you pay" the Fine. A copy of the Notice of Late Assessment was attached to the Petition as Exhibit "F".

24. The Fine is an encumbrance upon Petitioner's Property as Petitioner has a duty to disclose the same to potential buyers and the Association, by and through its governing documents, has a right to proceed with collection efforts, including but not limited to a lien against the Property.

25. On November 26, 2024, Petitioner served upon Respondent a Request for Production (the "**RFP**"), which sought copies of any and all documents between Respondent and any Starkey Ranch owner(s), other than Plaintiff, which: (i) pertain or relate to a request for architectural review of a proposed or existing exterior modification relating to composite roofs and/or insulated aluminum roof panels; and (ii) allege an exterior modification violation pertaining or relating to composite roofs and/or insulated aluminum roof panels.

26. On December 26, 2024, Respondent served its Response to the RFP, however, Respondent failed to produce copies of any documents between Respondent and any Starkey Ranch owner(s), other than Petitioners, which: (i) pertain or relate to a request for architectural review of a proposed or existing exterior modification relating to composite roofs and/or insulated aluminum roof panels; or (ii) allege an exterior modification violation pertaining or relating to composite roofs and/or insulated aluminum roof panels.

27. On April 4, 2025, Petitioners served a Request for Admissions upon Respondent (the "**RFA**").

28. On May 2, 2025, Respondent served its response to the RFA, admitting that:

a. All documents between Respondent and any Starkey Ranch homeowner(s) from January 1, 2020 to present, which pertain or relate to a request for architectural review of a proposed or existing exterior modification relating to composite roofs and/or insulated aluminum roof panels have been produced under bates range ASSOCIATION\_001-061 (Respondent's Response to RFA 1);

i. Note: all documents produced by Respondent relate to the modification at issue in these proceedings and no other Starkey Ranch owners or properties.

b. Respondent is without knowledge as to whether Respondent, between January 6, 2015, and December 31, 2019, sought to enforce Article 9, Section 9.3, of the Declaration, in relation to an exterior modification involving insulated roof panels (Respondent's Response to RFA 3);

c. Respondent did not, between January 6, 2015, and December 31, 2019, issue to any member of Respondent a Deed Restriction/Out of Compliance Notification based upon an alleged violation of Article 9, Section 9.3, of the Declaration, in relation to an exterior modification involving insulated roof panels (Respondent's Response to RFA 5);

d. Between January 1, 2020, and the commencement of these proceedings on May 22, 2024, Respondent issued a Deed Restriction/Out-of-Compliance Notification to Petitioners (Respondent's Response to RFA 4).

i. Note: Respondent has failed to produce documents pertaining to any other Starkey Ranch owner being subject of a Restriction/Out-of-Compliance Notification.

e. The Association has not, under and pursuant to Article 12, Section 12.6(n) of the Declaration, granted to any member of the Association a variance from: (i) the restrictions on lots and residential dwelling units; and/or (ii) the Association's Rules and Regulations, whereby the member was allowed an otherwise impermissible exterior modification involving insulated roof panels similar to that subject of these proceedings (Respondent's Response to RFA 6);

29. Respondent has failed to produce any evidence that Respondent has:

a. Documents between Respondent and any Starkey Ranch owner(s), other than Plaintiff, which pertain or relate to a request for architectural review of a proposed or existing exterior modification relating to composite roofs and/or insulated aluminum roof panels; or

b. Issued to any member of Respondent, other than Petitioner, a Deed Restriction/Out of Compliance Notification based upon an alleged violation of Article 9, Section 9.3, of the Declaration, in relation to an exterior modification involving insulated roof panels.

### APPLICABLE LAW

**Summary Judgment Standard:** Summary judgment is appropriate if “the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a). Thus, if the party moved against is without evidence to support the facts that he or she must establish to succeed, or is without evidence to rebut the showing of his or her opponent, thus precluding a judgment in his or her favor, summary judgment may be granted to the opponent. *See, Connolly v. Sebeco, Inc.*, 89 So. 2d 482 (Fla. 1956); *Nichols v. Henry*, 236 So. 2d 468 (Fla. 1<sup>st</sup> DCA 1970); *Sullivan v. Swift & Co.*, 153 So. 2d 30 (Fla. 3d DCA 1963).

### ARGUMENT

There are no genuine issues of material fact that require trial before the Court. The evidence before this Court indisputably leads to the singular conclusion that Petitioners are entitled to the relief they seek, as a matter of law, as: (i) Petitioners have established a prima facie case of selective enforcement; and (ii) Respondent is without evidence to rebut the showing of Petitioner, thus precluding judgment in Respondent’s favor.

**I: There exist other nonconforming structures in the Community.**

As detailed above, on February 14, 2024, Petitioners served a response to Respondent’s First Notice, whereby Petitioners questioned the sincerity of ARB’s basis for denial, noting that there exist other roof panel modifications within the Starkey Ranch Community that exceed the allowances imposed by the Design Guidelines (the “**Other Properties**”).

Respondent has failed to deny the same.

The address for those Other Properties are as follows: (i) 2481 Murray Pass, Odessa, Florida 33556; (ii) 2588 Murray Pass, Odessa, Florida 33556; (iii) 2684 Murray Pass, Odessa, Florida 33556; (iv) 2585 Rail Spur, Odessa, Florida 33556; (v) 2669 Rail Spur, Odessa, Florida 33556; and (vi) 3267 Monroe Meadows, Odessa, Florida 33556. Pictures of the nonconforming structures for those properties are attached hereto as Exhibit “A”.

**II: Respondent has failed to produce evidence that those Other Properties made application for their respective modifications, the applications were approved, or the applicants were granted a variance from the subject restriction.**

Despite Petitioners’ RFP that sought copies of any and all documents between Respondent and any Starkey Ranch owner(s), other than Plaintiff, which: (i) pertain or relate to a request for architectural review of a proposed or existing exterior modification relating to composite roofs and/or insulated aluminum roof panels; or (ii) allege an exterior modification violation pertaining or relating to composite

roofs and/or insulated aluminum roof panels, Respondent has failed to produce any documents responsive to the RFP.

Further, in response to Petitioners RFA, Respondent admitted that: (i) Respondent is without knowledge as to whether Respondent, between January 6, 2015, and December 31, 2019, sought to enforce Article 9, Section 9.3, of the Declaration, in relation to an exterior modification involving insulated roof panels; (ii) Respondent did not, between January 6, 2015, and December 31, 2019, issue to any member of Respondent a Deed Restriction/Out of Compliance Notification based upon an alleged violation of Article 9, Section 9.3, of the Declaration, in relation to an exterior modification involving insulated roof panels; (iii) Respondent has not, under and pursuant to Article 12, Section 12.6(n) of the Declaration, granted to any member of the Association a variance from: (a) the restrictions on lots and residential dwelling units; and/or (b) the Association's Rules and Regulations, whereby the member was allowed an otherwise impermissible exterior modification involving insulated roof panels similar to that subject of these proceedings.

### **III. Respondent has arbitrarily, unreasonably and selectively enforced the Composite Roof Restriction.**

Though an association may enact reasonable restrictions related to a lawful objective, an association cannot arbitrarily, unreasonably, or selectively enforce those restrictions. *See White Egret Condominium, Inc. v. Franklin*, 379 So. 2d 346 (Fla. 1979); *see also, McAllister v. Breakers Seville Ass'n, Inc.*, 981 So. 2d 566 (Fla. 4th DCA 2008). "When selective enforcement is demonstrated, the association is 'estopped' from applying a given regulation." *Shields v. Andros Isle Property Owners Association, Inc.*, 872 So. 2d 1003 (Fla. 4th DCA 2004); *see also White Egret*.

Petitioner has placed before the Court evidence that Respondent has arbitrarily, unreasonably, and selectively enforced Article 9, Section 9.3, of the Declaration, in relation to Petitioners' exterior modification involving insulated roof panels. That is, Petitioners, by their pleadings and Affidavits in Support of this Motion for Summary Judgment, have provided to this Court evidence that:

- a. the Other Properties have violated the Composite Roof Restriction;
- b. Respondent has no evidence of the existence of any documents between Respondent and any Starkey Ranch owner(s), other than Petitioners', which pertain or relate to a request for architectural review of a proposed or existing exterior modification relating to composite roofs and/or insulated aluminum roof panels;
- c. Respondent has no evidence of the existence of any documents between Respondent and any Starkey Ranch owner(s), other than Petitioners', which allege an exterior modification violation pertaining or relating to composite roofs and/or insulated aluminum roof panels;

- d. Respondent has not, under and pursuant to Article 12, Section 12.6(nn) of the Declaration, granted to any member of the Association a variance from: (i) the restrictions on lots and residential dwelling units; and/or (ii) the Association's Rules and Regulations, whereby the member was allowed an otherwise impermissible exterior modification involving insulated roof panels similar to that subject of these proceedings; and
- e. Plaintiff is the only owner within the Starkey Ranch Community that Respondent has sought to enforce the Composite Roof Restriction.

Respondent has not and cannot produce evidence that Respondent has sought to enforce the Composite Roof Restriction as to any owner within the Starkey Ranch Community, other than Petitioners, as no such evidence exists. Respondent has only sought to enforce the Composite Roof Restriction against Petitioners. Respondent's enforcement of the Composite Roof Restriction against Petitioner is arbitrary, unreasonable, and selective.

#### CONCLUSION


There are no material issues of fact requiring trial. It is undisputed that: (i) Petitioners have established a prima facie case of selective enforcement; and (ii) Respondent is without evidence to rebut the showing of Petitioner, thus precluding judgment in Respondent's favor.

Accordingly, and for all the reasons stated above, Petitioners are entitled to summary judgment as a matter of law.

#### CERTIFICATE OF SERVICE

**I HEREBY CERTIFY** that a true and correct copy of the foregoing was electronically filed with the Clerk of Court via the Florida Courts E-Filing Portal on this 4th day of September 2025, which sends a copy via email to all counsel of record in the above captioned matter, including Steven H. Mezer, Esq., Becker & Poliakoff, P.A., attorney for Respondent, 1511 N. Westshore Blvd., Suite 1000, Tampa, FL 33607 (smezer@beckerlawyers.com).

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