



June 20, 2026

To: ALL RESIDENTS OF TANGLEWOOD

RE: Open Letter to the residents of Tanglewood regarding the recent and past appearances of “sheds” within the park.

We see within social media posts that the topic of sheds being allowed within the park’s limits has again become a subject of concern and conversation.

As you will see in the following document and a separate copy of a letter sent to The Department of Business & Professional Regulation Division of Condominiums, Timeshare & Mobile Homes in Jacksonville, over a year ago, the HOA has been attempting to deal with this situation for some time now.

Again, over a year ago, the Florida Senate had created/instructed that Department to be in charge of dealing with Mobile Home Park Issues but as we later found out the Senate never gave the department any enforcement powers to review violations of prospectuses. The department claims it is outside their current jurisdiction.

They responded to our letter saying they couldn’t help us at this time. That situation, lack of enforcement powers, remains today.

If we look at the portion of the prospectus that deals with “storage buildings” , which we believe encompasses all “sheds” regardless of the word “shed” appearing separately within the prospectus elsewhere, (see section 7 A) section 7 C “ below” addresses storage building permissions and requirements.

Since the prospectus is a legal document and the **essential** one that the HOA is charged with reviewing, interpreting and monitoring park ownership compliance, we believe that the wording of each section is critical in that process.

7. STRUCTURES

C. STORAGE BUILDINGS

“Each manufactured home may have a storage building not exceeding (300) square Feet in area. Any such storage building must be **firmly attached** to the manufactured Home or installed as an **integral part** of the carport or garage and shall not be constructed or erected without the prior written approval of the design by Management and a county building permit.”

Black's Law Dictionary and other legal references define all sheds to be storage buildings but not all storage buildings are sheds.

More Legal Definitions

"Firmly attached"

In the context of real estate and property law concerning fixtures, Black's Law Dictionary defines a fixture as personal property attached to land or a building that is considered an irremovable part of the real property. An item is considered affixed if attached by roots, imbedded, permanently resting, or permanently attached by materials such as cement, plaster, nails, bolts, or screws.

"Firmly attached" essentially means that removal would likely damage the real property, or the attachment indicates an intent for the item to be a permanent part of the real estate rather than movable property.

"Integral Part"

A component that is so fundamentally linked to the whole that its removal would cause harm or loss to the overall entity.

It is additionally asserted by the HOA, that most homes within Tanglewood already have a storage building/shed and the definition was included within the prospectus to describe such structures not to imply that additional ones might also be permitted. **Afterall, "Storage Buildings" are defined within the prospectus document and "sheds" are not.** They are merely using the words sheds and storage buildings interchangeably and courts and enforcement authorities historically will look at the whole document and what items are defined vs what items are not.

Additionally, Section 7 C. Storage Buildings says that **"a"** (singular) storage building is permitted. Any additional buildings/sheds would constitute a plural permission, which is not defined anywhere within the prospectus.

We submit that the proper way to create more storage would be to expand those existing storage buildings/sheds, not to exceed 300 square feet assuming code enforcement requirements can be met. Should a home not have a storage building then one could be added if the additional requirements of Section 7C could be met.

We have met with local management over this issue but were told that Hometown America's Legal Department had reviewed the prospectus and due to the word "shed"

being additionally included in the prospectus that they felt they were not in violation of the prospectus and intended to permit additional sheds that could comply with the setbacks and other required code enforcement rules.

We disagree and believe that this is a violation of the tenets of the prospectus.

Therefore, short of a lawsuit, which no one really wants, The Tanglewood HOA is left waiting for Florida Legislators to prescribe some enforcement powers relative to prospectus enforcement to the Department of Professional Management, Division of Timeshares, Condominiums, and Mobile Home Parks.

PLEASE NOTE: When that agency is empowered, The Tanglewood HOA will ask for retroactive prospectus enforcement, including all pre-existing building/sheds that are not within compliance with the prospectus. Owners will run the risk of having to remove non-compliant structures in the future. Hometown America has been notified of this issue but yet they continue to issue permissions. We continually monitor this situation and have been in touch with our state representatives.