

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF FLORIDA LAND SALES, CONDOMINIUMS, AND MOBILE HOMES**

IN RE: PETITION FOR RECALL ARBITRATION

**The Forest at Ridgewood Homeowners
Association, Inc.,**

Petitioner,

v.

Case No.2026-02-9833

**Owners Voting for Recall,
Larry Bassett, Designated
Homeowners' Representative
318 Boxwood Dr., Davenport,
Florida 33837,**

Respondent.

_____ /

**RESPONSE TO AMENDED ANSWER FILED ON JUNE 25, 2026, AND
INCORPORATED MOTION TO STRIKE AFFIRMATIVE DEFENSES AND
REQUESTS FOR RELIEF**

COMES NOW, Petitioner, The Forest at Ridgewood Homeowners Association, Inc.,
(hereinafter as the “Association”) by and through the undersigned counsel and files this
Response to Amended Answer filed on June 25, 2026, and Incorporated Motion to Strike
Affirmative Defenses and Requests for Relief, and in support thereof, states as such:

1. On or about April 27, 2026, the Association filed its Petition for Mandatory
Binding Arbitration – Recall Dispute.
2. After several pro se filings, on or about June 10, 2026, the Arbitrator Ordered
Respondent to file an Amended Answer no later than June 25, 2026, (15 days from the June 10,
2026 Order).

3. Petitioner submits this timely Response as authorized by the Arbitrator's June 10, 2026 Order.

4. Pursuant to Rule 61B-80.111, FAC, in pertinent part, the answer shall include all defenses, objections, and shall be filed on DBPR Form HOA 6000.9, Answer to Petition, incorporated into Rule 61B-80.101., FAC. **The Answer shall not include a request for relief against the petitioner.**

5. Nonetheless, Respondent continues to seek affirmative relief in the Answer as reflected in **Addendum C**.

6. Petitioner requests the Arbitrator strike **Addendum C** to Respondent's Amended Answer filed on June 25, 2026.

Substitute Service pursuant to Fla. Stat. 48.031(1)(a) Was Improper

7. The target for a Recall Agreement/Ballots is the association as a corporate entity **(the Board)**, not a director in his/her individual capacity.

8. Pursuant to Rule 61B-81.003(g), FAC, the written agreement or a copy shall be served *on the board* **by certified mail or by personal service**. Service **on the board** after 5:00 p.m. on a business day or on a Saturday, Sunday or legal holiday, as prescribed by Section 110.117, F.S., shall be deemed effective as of the next business day that is not a Saturday, Sunday, or legal holiday. Service of the written agreement **on an officer, association manager, board director or the association's registered agent** will be deemed effective service **on the association**. Service upon **an attorney** who has represented the association in other legal matters will not be effective on the association unless that attorney is a director, the association's registered agent, or has otherwise been retained by the association to represent it in the recall proceeding. **Personal service shall be affected in accordance with the procedures set out in**

Chapter 48, F.S., and the procedures for service of subpoenas as set out in rule 1.410(c), Florida Rules of Civil Procedure, effective 2-3-05.

9. Notably, because a corporation (the association) is a fictional entity, there can be no personal service on a corporation. Service must be made on some agent or representative of the corporation as directed by law, in this instance Fla. Stat. 48.081. *Dade Erection Service, Inc. v. Sims Crane Service, Inc.*, 379 So.2d 423 (Fla. App. 1980) (A process server went to the home of a corporate officer and served a family member under the guise of substitute service to initiate a lawsuit against the business and the Court quashed service of process as substitute service under Fla. Stat. 48.031 is for individual defendants, not corporate defendants.)

10. Respondent has failed to perfect service of process of the Recall Ballots ***upon the Board*** because Director Mack's son is not an officer, director, association manager, registered agent or an attorney for the Petitioner.

11. For purposes of what may arguably be characterized as personal service; FAC 61B-81.003(g) directs that personal service ***on the board*** must be done in compliance with Fla. Stat. 48.

12. Petitioner is a Florida (domestic) non-profit corporation. Service of process upon a domestic corporation is controlled by Fla. Stat. 48.081, which requires service of process first be attempted upon the registered agent of the corporation (2); then upon officers of the corporation (3)(a); thereafter upon any person publicly listed on the corporation's annual report (3)(b); and then if unsuccessful, upon the Secretary of State, (4)(b).

13. As Respondent has failed to perfect service of process of the Recall Ballots ***upon the Board***, in compliance with FAC 61B-81.003(g) and Fla. Stat. 48; such service must be

quashed; the Petition for Recall must be granted in Petitioner's favor and the Recall dismissed/denied.

14. Petitioner presented this argument in the original Petition via incorporated Motion to Dismiss/Quash Service of Process as Respondent has failed to perfect service of the Recall Ballots, the Arbitrator lacks jurisdiction to approve/certify the Recall. *Ludlum Enterprises, Inc. v. Outdoor Media, Inc.*, 250 So.2d 649 (Fla. App. 1971) (Reversing denial of Motion to Quash when desk clerk at defendant's hotel was served with amended complaint who then delivered it to the president of the defendant corporation.)

15. Notably, because a corporation (the association) is a fictional entity, there can be no personal service on a corporation. Service must be made on some agent or representative of the corporation as directed by law, in this instance Fla. Stat. 48.081. *Dade Erection Service, Inc. v. Sims Crane Service, Inc.*, 379 So.2d 423 (Fla. App. 1980) (A process server went to the home of a corporate officer and served a family member under the guise of substitute service to initiate a lawsuit against the business and the Court quashed service of process as substitute service under Fla. Stat. 48.031 is for individual defendants, not corporate defendants.)

16. The Arbitrator denied Petitioner's Motion to Quash via June 10, 2026 Order Denying All Motions.

17. The other problematic matter with substitute individual service as Respondent attempted to affect here is that Director Mack was out of town on April 13, 2026 and did not receive notice of the recall ballots until April 16, 2026. This goes to paragraph 12 of Respondent's Amended Answer.

18. Hence, had Respondent properly served ***the board*** pursuant to Fla. Stat. 48.081, which requires service of process first be attempted upon the registered agent of the corporation

(2); then upon officers of the corporation (3)(a); thereafter upon any person publicly listed on the corporation's annual report (3)(b); and then if unsuccessful, upon the Secretary of State, (4)(b), there would not have been such delay prejudicing the Board's ability to respond.

19. Petitioner renews this argument hereinabove and preserves same for appeal to the extent this renewal may also be considered an incorporated motion for rehearing and has not waived any such argument as such matters of defective service raise jurisdictional, constitutional and procedural errors in this arbitration that violate Petitioner's due process rights.

20. Additionally, the Return of Service attached to Respondent's Answer as Exhibit A is facially defective.

21. The first facial defect on Exhibit A is the Petitioner is the Forest at Ridgewood Homeowners' Association, Inc., **not Kevin Mack**. This is likely why the process server thought substitute service **on an individual** (as opposed to service **on a corporation**) was proper. As the facial defect on the Return of Service is materially defective, it cannot stand to reflect service on the Association, Board, or Director of same.

22. The second facial defect on Exhibit A is the Substitute Service line is checked on the face of Exhibit A rather than the Corporate Service line. Had the identity of the Petitioner on the Return of Service been accurate, this likely would have cured this defect. Nonetheless, the face of the Return of Service stands to clearly and unambiguously reflect service on an individual person, and not an officer, director, attorney or registered agent of the Association.

23. See the Affidavit of Allen Mack, the individual that received the service of process on Sunday, April 12, 2026 as **Exhibit "A"** attached hereto. Exhibit A is not just defective, it is false on its face.

24. The above also responds to and addresses Respondent's Affirmative Defenses #1-6.

25. Affirmative Defenses #7 and 8, are not affirmative defenses to a Recall Petition.

26. Affirmative Defense #9 is invalid as the April 21, 2026 Meeting Minutes clearly reflect a quorum of directors was verified (those being Kevin Mack and Rob Tobey) and Respondent's claim is nothing more than a mere denial.

27. Respondent mischaracterizes Affirmative Defense #10, in that what Rule 61B-81.003(5)(b) actually states is: "Where the board determines not to certify the recall of a director and that director resigns, any appointment to fill the resulting vacancy shall be temporary pending the arbitration decision."

28. Director Ed Burdon resigned **prior to** the Recall being initiated, Mr. Burdon could not be recalled because he was not a Director at that time. Even accepting Respondent's Return of Service, the earliest the Recall could have been effective was April 13, 2026.

29. Director Ed Burdon resigned on March 05, 2025, BEFORE the ballots were served (improperly) on April 12, 2026 but in any event, it is undisputed regardless of which date the Arbitrator agrees with, such resignation was before any active recall.

30. Petitioner objects to Respondent's Exhibit D as hearsay, lacking foundational support, and is not a complete document and was not timely provided pursuant to the Arbitrator's May 04, 2026, Order Requiring Answer to Petition wherein such Affidavit was to be filed non later than May 26, 2026.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on July 1, 2026, a true and correct copy of the foregoing has been filed with the Department of Business & Professional Regulation, Condominium Arbitration and Mediation Program via Facsimile Transmission 850-487-0870 and furnished to the following as indicated:

Keith E. Hope, Arbitrator
Office of the General Counsel
Condominium Arbitration and
Mediation Program
Dept. of Business & Regulation
2601 Blair Stone Road
Tallahassee, FL 32399-1030
Telephone: 850-414-6867
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Attorney for Petitioner

4. The person identified as Kevin Mack in Respondent's Exhibit A is my father-in-law.
5. Kevin Mack was out of town from April 12, 2026 until April 16, 2026.
6. On **Sunday, April 12, 2026**, a person knocked at the door at 1011 Golf Course Parkway, Davenport, Florida 33837, who was a woman that appeared to be in her mid- 30s.
7. The woman did not present any identification and there were no markings on what appeared to be her privately owned vehicle.
8. The woman handed me some papers and left without identifying herself or indicating what the papers were or for.
9. I remember this clearly because I was on the phone with my brother who lives in California, at the time this person knocked on the door.
10. I then left the papers on a table for when my father-in-law returned from being out of town on April 16, 2026.
11. The statement on Exhibit A, Return of Service that indicates it was served on Monday, April 13, 2026, is false.
12. I am not a member, owner, officer, director, or registered agent of the Petitioner in this action.
13. I state that all of these facts are true and accurate to the best of my knowledge.

FURTHER AFFIANT SAYETH NAUGHT

I understand that I am swearing or affirming under oath to the truthfulness the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated: 7/1/2026

Signature: 

Allen Dwayne Husted
1011 Golf Course Parkway
Davenport, Florida 33837
cjaiw118@gmail.com