

BRIGHT HOUSE NETWORKS – INVALID CONTRACT?

Bright House is administering a Bulk Cable Contract within our retiree community without a valid contract of assignability and is using the terms of an invalid agreement to fit one of their current plans, and in the process is overcharging a community of 1,800 retirees who are on fixed income.

In reviewing and analyzing monthly financials for 2008, Bright House Networks' payments were running way over budget by nearly \$70,000. Over the past four years, payments to Bright House were consistent and based on a monthly fee of \$25.00 per home. So, based on 1,214 homes, our Master HOA should be paying \$364,200 and not the Bright House billed amounts of \$433,755, which is a difference of \$69,555.

The Owner's Council upon further investigation and after talks with Bright House's Director of Property Solutions, uncovered what appears to be an invalid contract. Apparently, there is not an existing agreement specifically naming our Master HOA with Bright House Networks.

Bright House notes that it is working off an agreement, dated January 18, 1999, between Bayswater Tampa Bay, LLC of Mt. Kisco, New York and FSN Cable, Inc. of Zephyrhills, Florida.

Cable Television and Communications Service and Easement Agreement

This agreement ("Agreement") is entered into as of the 18th day of January, 1999 by and between Bayswater Tampa Bay, LLC, ("BAYSWATER"), a Delaware Limited Liability Co., 100 South Bedford Road, Mt. Kisco, New York 10549 and FSN Cable, Inc., ("FSN Cable"), a Florida corporation, 8949 Gall Boulevard, Zephyrhills, Florida, 33541-7410.

Bright House states that it had acquired rights to provide services in East Pasco County, FL; but hasn't provided any documentation to support this claim. In the FSN Cable agreement of 1999, it specifically states in Section 14 on Assignability that "This agreement shall be freely assignable upon ninety days prior written notice. These assignment documents have never been provided by Brighthouse.

Cable Television and Communications Service and Easement Agreement

Section 1. Warranty of Authority. BAYSWATER represents and warrants that it is the legally constituted entity which owns fee simple title to the Property, which is described in Exhibit 1, attached hereto and incorporated herein, and has the right and authority to make and bind itself to this Agreement and to convey and enforce easement to be granted to FSN Cable hereunder. BAYSWATER hereby indemnifies and holds FSN Cable

harmless against all claims, losses and damages arising from or related to the inaccuracy or falsity of any of BAYSWATER'S representations herin.

Before Bright House arrived in our community, residents of TBGCC remembered FSN Cable and other companies, Shaw Communications, Inc. and Moffat Communications, Inc. as their Cable TV provider. Bright House appears to be the fourth Cable provider.

Because Bright House has not provided assignability documentation, payments have been frozen by our HOA Board of Directors.

Now, the Owner's Council is investigating the validity of Bright House invoices in previous years. If Bright House claims that the FSN Cable agreement of 1999 was their guide for their invoicing, then Bright House should have been providing and invoicing our community for Basic Service at half the retail cost and not the more expensive Standard Service. Section 6 – Program Services and Charges shows that half the retail cost of Basic Service should be our charge. Review of these past annual published costs divided by two should result in tremendous savings and previous year's credits to our community.

**Cable Television and Communications Service and Easement Agreement
Section 6 – Program Services and Charges**

6.2 BAYSWATER shall be billed for the above-stated services and shall pay FSN Cable TV monthly a service fee in an amount equal to the number of residential units located on the Property which have been connected to the System, multiplied by a per unit rate for the then current Premium Basic Service or it's designated successor, discounted to 50% of its retail published price list value, plus applicable sales tax and franchise fees. A copy of the current published Retail Price List is provided at Exhibit 4, attached hereto. No monthly billing rate shall be charged for any unit or unsold model that has not been connected to the System. Once a residential unit is placed on the bulk rate billing account it shall not be removed for billing purposes.

Furthermore, the Community Channel 95 is presently being run and controlled by a private entity within our community. It derives (non-HOA) income from advertisements and controls its content. This private entity is TBG & CC Recreation, LLC and owns the Clubhouse for which we are charged an Amenity Fee. TBG&CC is not the developer and does not appoint directors to the HOA Board and should have no say, whatsoever, about our Community Channel 95.

**Cable Television and Communications Service and Easement Agreement
Section 4 – Installation and Maintenance of System**

Section 4.6 – At no cost to BAYSWATER, subject to the limitations set forth in Section 4.6 below, FSN Cable will provide one cable television channel (“community channel”) for the exclusive use of BAYSWATER, or a community association designated by BAYSWATER, on the Property, such use to be at BAYSWATER’s sole discretion. At no cost to BAYSWATER, FSN Cable will provide one character generator for BAYSWATER’s use in connection with the community channel. FSN Cable shall be responsible for all maintenance, repair or replacement of the equipment for its first twelve months of operation.

In summarizing, Bright House is administering a Bulk Cable Contract within our community without a valid contract of assignability and is using the terms of an invalid agreement to fit one of their current plans, and in the process is overcharging a community of retirees who are on fixed income.

Our Clubhouse owner, TBG&CC Recreation is in control of the content of our Community Channel 95 and is benefiting from income from advertisements, which are not shared with the Master HOA.

This predicament is actually an opportunity for Bright House to step up to the plate and negotiate with our community. Resolution suggestions:

1. That our Master Association put in escrow the Bright House budgeted amount for November 1, 2008 thru December 31, 2008 until a mutually beneficial agreement is executed.
2. That our Master HOA establish a committee of Unit owners from both the President's Council and the Owner's Council to deliver an analysis of the benefits and risks of:

A sole Bulk Rate Cable Agreement with the Master HOA

Individually negotiated Bulk Rate Cable Agreements with each neighborhood HOA

Individual Agreements with each Residential Owner

The disadvantage of a Bulk Rate Cable agreement is that each unit owner may be specially assessed when home foreclosure get out of hand. There are numerous well-documented cases where this is happening within Hillsborough and Pasco Counties. With a Bulk Rate cable contract, Bright House will want its money for occupied and unoccupied homes regardless of the circumstances.

As foreclosures continue to increase within HOA's individual agreements may be preferred. Who wants to pay the neighbor's cable bill whether or not the neighbor lives there or not?

Owner's Council and How to Join

This Google Group is established to benefit the owners within the community of Tampa Bay Golf & Country Club in San Antonio.

It seems that efforts by our neighborhood HOA's and/or the President's Council and/or master HOA aren't always communicated to the member owners. Eventually, by word of mouth, information is communicated, and sometimes it gets misinterpreted. The written word can minimize this problem and also keep us abreast of our community interests and concerns.

This forum may be used to help improve communications and to publicly broadcast and to vent your concerns. It may also be used for announcements, for sale items, post interesting stories and photos. Approvals from our Management Company or the Clubhouse or the Community Center are not needed. You are a free spirit with the ability to reach out to the entire community.

As a resident of Sand Hill Dunes, I had set this google group up a couple of years ago. It may have been too soon. But, I think the time is RIGHT NOW to establish and activate this google group to foster unity among the TBGCC owners. With another new HOA Management company and a relatively new Board of Directors, we need to air our concerns and differences and take a proactive and unified position to halt increased fees from our Master HOA and to implement accountability measures of our service providers including owners of the Clubhouse and Community Center.

There is no fee for this membership and when you join, you may choose not to receive emails at all. You may simply visit it periodically anywhere you have internet access.

You may join by emailing domgualtieri@tampabay.rr.com and writing **JOIN** in the subject line.

Please spread the word.

LEGAL FUND CONTRIBUTIONS

To help support our efforts:

Make out check to:

Owner's Council Account

Mail to:

Owner's Council
10323 Chatuge Drive
San Antonio, FL 33576