

**HAMMOCK TRAILS
HOMEOWNERS ASSOCIATION, INC.**

[DATE]

[OWNER(S) NAME(S)]
[MAILING ADDRESS]
[MAILING ADDRESS]

RE: Hammock Trails Homeowners Association, Inc. vs. [OWNER(S) NAME(S)]
Covenant Violation(s) – [PROPERTY ADDRESS]

Dear [OWNER(S) NAME(S)]:

Please be advised that your failure to timely and properly maintain your Lot and/or Residence is in violation of the Association's Governing Documents. More specifically, your violations include:

[INSERT VIOLATION(S)]

Given the above, it is self-evident, and manifestly apparent that the condition of your property is inconsistent with the balance of the community. To avoid any debate regarding your obligation to maintain your Lot and/or Residence, as well as cure the above violations, we have reprinted below, in pertinent part, Article V, section 5.6 of the Declaration of Conditions, Covenants, Easements and Restrictions for Hammock Trails, recorded in O.R. Book 3233, pg. 2097 of the Public Records of Osceola County, Florida (hereinafter referred to as the "Declaration"):

**DECLARATION
ARTICLE V**

5.6 Exterior Maintenance. The Owner of each Lot shall be obligated to (i) install, maintain in good working condition and, if necessary, replace an irrigation system on such Owner's Lot and (ii) install and at all times maintain any appropriate variety of Floritam sod on all portions of said Lot to be covered by grass on such Owner's Lot. The Owner of each Lot shall maintain the exterior of the Residence and the Lot (including, but not limited to, all Floritam sod, all landscaping and an irrigation system) at all times in a neat and attractive manner and as provided elsewhere herein. Upon the Owner's failure to do so, or to comply with other provisions of this Declaration, the Association may at its option, after giving the Owner fifteen (15) days' prior written notice

sent to his last known address, or to the address of the subject premises, perform such reasonable maintenance and make such repairs as may be required to restore the neat and attractive appearance of the Lot and the exterior of the Residence located thereon or to comply with other provisions of this Declaration. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an individual Assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided. No bids need to be obtained by the Association for any such work and the Association shall designate the contractor in its sole absolute discretion. Declarant, the Association and any and all officers, directors, employees and agents and the Members shall have no liability to the Owner, whether for trespass or otherwise, as a result of such entry upon the Lot, or for any actions taken pursuant to this Section.
(Emphasis added)

Given the above, demand is hereby made for you to maintain your Lot and/or Residence, including correcting the above violations.

In addition to violating the maintenance requirements in the Declaration, the condition of your Lot and/or Residence, likewise, constitutes a nuisance in express violation of Article 6, section 6.4 of the Declaration, reprinted below:

DECLARATION
ARTICLE VI

6.4 Nuisances. No noxious, offensive or unlawful activity shall be carried on upon or about the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners. (Emphasis added)

Please be advised that unless you correct all of the issues and problem conditions recited herein on or before fifteen (15) days of the date hereof, the Association reserves the right and intends to:

1. correct such violations
2. charge you for the associated costs and expenses; and
3. levy an Individual Assessment against your Lot for all such sums.

Please be further advised that the Association has the right, power and authority to implement each of the items set forth in 1-3 above pursuant to and in accordance with Article V, Section 5.6 of the Declaration, reprinted above.

[RECIPIENT'S NAMES]

Covenant Violation/Notice of Self-Help

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Given the above, please be advised that this letter constitutes the Association's requisite notice of the violation(s) and the condition(s) to be corrected, as well as specifically apprise you of the Association's intent to correct same if you fail to do so within the time specified above [i.e., fifteen (15) days) of the date hereof]. Additionally, this letter shall, likewise, serve to apprise you that, in the event the conditions are not corrected within such time frame, the Association intends to and/or shall assess you for the cost it incurs in implementing such maintenance, all in accordance with the terms of provisions of the Declaration referenced above.

It is hoped that escalation of this matter, specifically including, the Association unilaterally correcting the violations, assessing you for the associated costs, and foreclosing on your Lot shall not be necessary. Nevertheless, unless the conditions are rectified within said fifteen (15) day time period, the Association believes that it has little choice but to proceed with this matter. Please further appreciate that in the event that the individual assessment is not timely paid, then in that event, the Association reserves the right to proceed with liening and foreclosing on your property to recover such amounts.

In conjunction with, or as an additional remedy, the Association reserves the right to engage its law firm:

1. to compel your compliance with the terms hereof;
2. to pursue you for damages; and/or
3. to recover the Association's costs and attorney fees associated with all of same.

Of course, the Association prefers amicable relations with all its owners and residents and hopes that escalation of the issue(s) raised herein shall not be necessary.

Sincerely,
Hammock Trails Homeowners Association, Inc.

Board of Directors