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August 21, 2007

**Reply To:  
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Direct dial: (954) 364-6020  
LClouse@becker-poliakoff.com**

**BY CERTIFIED MAIL 71035850023000170877  
RETURN RECEIPT REQUESTED**

Steven and Yvonne Soloff  
5715 NW 47 Lane  
Tamarac, FL 33319

Re: Mainlands of Tamarac Lakes Section Seven; Unauthorized Alterations to Front Yard

Dear Mr. and Mrs. Soloff:

Please be advised that this Firm represents Mainlands Seven Maintenance Corp., Inc. ("Association"), the not-for-profit corporation responsible for enforcing the governing documents of Mainlands of Tamarac Lakes Seventh Section, the community in which you live. It has been brought to our attention that you have altered the landscaping in your front yard by, among other things, removing all or a portion of the St. Augustine grass and replacing it (or intending to replace it) with Zoysia grass without the approval of the Association. Furthermore, I understand that you do not want the Association to maintain your front lawn, despite the Association's obligations to do so under the governing documents.

Section 5, subparagraph (B) of the Declaration of Restrictions for the community ("Declaration"), states that maintenance and care of the lawns within the community, such as "mowing, trimming, pruning, edging, fertilizing and spraying of lawns," is the responsibility of the Association, as successor to the Developer. Furthermore, this provision also provides that the homeowner will be liable for the full reasonable cost of all required replacement of sod as the same shall be determined from time to time by the Association, in its sole discretion. Thus, the Association, and not the homeowner, is to decide when portions of a lawn need replaced, and any such modification by an owner requires the approval by the Association. Therefore, your unauthorized modifications to your lawn without Association approval are in violation of the Declaration and will not be tolerated.

In addition, the Association will not approve your substitution of Zoysia grass, since such a radical change could detract from the aesthetic uniform appearance of the community and impact the cost of lawn services provided by the Association for current homeowners and future homeowners. For example, I am advised that the community lawn service sets its mowers so that a uniform cutting takes place throughout the community, for a uniform

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aesthetic appearance, and establishes its contracted fees accordingly. Furthermore, if the Association permitted you to modify your lot as intended, it could create a precedent preventing the Association from prohibiting others from making such alterations, which could radically affect the contractual costs that the community lawn service charges this Association, and disturb the uniformity in appearance that many homeowners demand.

Based on the foregoing, we hereby demand that you cease and desist from performing any further alterations on your lawn without Association approval, and to remove the Zoysia sod and replace it with St. Augustine sod within thirty (30) days from the date of this letter. Furthermore, the Association will continue to maintain your lawn as provided by the Declaration.

Failure to comply with the Association's demands will force the Association to pursue all available administrative and legal remedies, including a demand for mandatory mediation, as required under Section 720.301, Florida Statutes, and/or instituting a civil action against you for injunctive relief. In the event such action becomes necessary, the Association will also seek reimbursement of costs and attorney's fees as provided by the governing documents and/or as provided by law. In addition, the Association may also re-sod your lawn and bill you for the costs, in accordance with the Declaration, which shall be a lien against your property in accordance with Article II, Section 5, F. of the Bylaws.

You may contact the Association's property manager, West Broward Community Management, Inc., for a copy of the Association's Rules and Regulations governing, among other things, the utilization of lawn services, and may direct any complaints concerning these services directly to the management company so that they may be promptly addressed. The management company's current telephone number is 954-472-3820, and its hours of operation are from 9:00 a.m. to 5:00 p.m., Monday through Friday.

We are hopeful that you will govern yourself accordingly in order to avoid any further cost or inconvenience to all parties involved.

Very truly yours,



Lance D. Clouse  
For the Firm

LDC/ldc

cc: Steven and Yvonne Soloff (Via Regular Mail)  
Board of Directors

FTL\_DB: 1066765\_1