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November 6, 2006

ORIGINAL SENT VIA CERTIFIED MAIL RRR#70060810000167294344
and copy sent via regular U.S. Mail

Javier Arrieta
8181 Ambach Way
Unit# 34B
Hypoluxo, Florida 33462

RE: Violations of Quadrille Homeowner Association, Inc.'s Governing Documents at your Unit
located at: 8181 Ambach Way, Unit#34B Hypoluxo, Florida 33462

Dear Mr. Arrieta:

Please be advised that this firm represents the Quadrille Homeowners Association, Inc. ("Association"). It is our understanding that you are in violation of the Association's Governing Documents, due to your failure to properly maintain your patio fence and due to your decision to allow nails to be placed or left on top of your fence rail. The Association has sent demands to your address to correct these issues, but to date you have failed and refused to comply with said demands to bring your property in compliance with the Association's governing documents. This letter serves as a **final demand** that you bring your property into compliance within 10 days from the receipt of this letter, by submitting an application to the Association to repair or replace your fence, and by removing the nails from the top of your fence rail. Additionally, you owe to the Association a fee of \$195.00 for the legal expenses associated with enforcing the Governing Documents, and must pay this fee to the Association within ten days from the receipt of this letter, regardless of whether you come into compliance with the Governing Documents.

Pursuant to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Quadrille Homeowners Association, Inc., recorded at Official Records Book 13409, Page 1456, Public Records of Palm Beach County, Florida ("Declaration"):

The Association, through its Board of Directors, shall regulate the use of the Association property by its members and may from time to time promulgate such Rules and Regulations governing the use thereof as it may deem to be in the best interests of its members. See Section IV(E)4.

Section V(K) addresses the obligation of all Unit Owners to properly maintain the exterior portion of their Unit, which includes the fence area:

Exterior walls, roof and fencing around the courtyards are to be maintained and painted by each Unit owner in quality condition at all times. Section V(K) of Declaration: see also Rules & Regulations, Section X(F).

Additionally, "Courtyards shall be maintained in a manner that will not be offensive to either neighbors or the community as may be determined by the Board of Directors." Section V(L) of Declaration: Rules & Regulations Section X(H). Furthermore, pursuant to Section V(A) of the Declaration, "No owner or lessee shall make or permit any disturbance that will interfere with the rights, comforts, or convenience of others."

You have failed to maintain your patio fence in accordance with these standards. Additionally, the presence of nails on top of your fence, in addition to being offensive to the Association, presents a safety and health risk to all members of the Association, that therefore interferes with the rights, comforts, and convenience of other members of the Association.

Please be aware that prior to repairing or replacing your fence, as you are obligated to do, you must first submit an application to the Association, pursuant to Section V(K) of the Declaration:

No Unit Owner shall make any additions, alterations or improvements to the exterior of his or her Unit with[out] obtaining prior written approval from the Association

Thus, within ten days of receipt of this letter, you must submit your plans for the repair or replacement of your patio fence, and you must remove all nails from the top portion of your fence. Please note that the Town of Hypoluxo's approval may be needed for any such work, and the Association has the right to refuse consideration of your plans without the Town's approval first being received. Also, please be aware that even if you receive the Town's approval, the Association has the right to refuse your application if it does not comply with the above provisions of the Governing Documents, or any other provisions of the Governing Documents.

In the event that you do not submit these plans within ten days of receipt of this letter, the Association has the right to enter your residence, replace, repair, or remove these offending structures, and charge as an individual assessment against your residence, all costs and expenses associated with this action. See Section V(L) of Declaration. All such costs and expenses, if not paid, shall be a lien on your Unit, and shall subject you to the possibility of foreclosure if you do not pay for the fees and expenses associated with this action.

Additionally, Section IX(B) of the Declaration authorizes the Association to take legal action against you for these violations:

Violation or breach of any condition, covenant or restriction contained in the Amended and Restated Declaration, the Amended and Restated Articles of

Incorporation, the Amended and Restated By-Laws, or the Rules and Regulations, shall give the Association such right of action before any court of competent jurisdiction, whether in law or equity, to compel compliance with the terms of such documents, and to stop and prevent the violation or breach of any of them.” See also Rules and Regulations, Section II(B)2.

Further, pursuant to Section IX(B) of the Declaration:

If the Association engages an attorney to take any action or expend any effort to enforce the terms of the Amended and Restated Declaration, the Amended and Restated Articles of Incorporation, the Amended and Restated By-Laws, or the Rules and Regulations, or law, because of an alleged failure of an owner (for the Unit Owner or for the Unit Owner’s family members, agents, lessees, invitees, servants, etc., or any occupants of the Unit), to comply with said documents, as the same may be amended from time to time, or Law, regardless of whether litigation is commenced, the Unit Owner shall be responsible to pay the Association’s attorney fees and costs, which may be imposed and collected as an assessment against the Unit Owner and Unit Owner’s lot. See also Rules and Regulations, Section II(C).

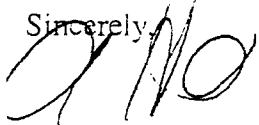
Finally, Section IX(C) of the Declaration notes that “in addition to all other remedies available to the Association, fines may be imposed on an owner or rights to use common areas and facilities may be suspended for failure of the owner, the owner’s lessee, family, guests, invitees or employees to comply with the terms and conditions of the Amended and Restated Declaration, the Amended and Restated Articles of Incorporation, the Amended and Restated By-Laws, or with any Rules or Regulation of the Association.” See also Section IX(C)(1)-(6); Rules & Regulations, Section XII(D).

Accordingly, in addition to submitting an application to the Association within ten days of receipt of this letter for the repair/replacement of your fence [which may not necessarily be granted], and removing all nails from your fence within this time frame, you owe to the Association a fee of \$195.00 within ten days of receipt of this letter, to reimburse the Association for its costs in retaining this law firm to enforce the Governing Documents you have violated. This fee of \$195.00 is not a fine, but may be assessed as an individual assessment on your residence that will be charged as a lien, in the event you do not pay it within this time frame, and the Association may proceed in seeking a foreclosure for this assessment. See Declaration, Section IV(G)(3); (H)(1). Upon following the proper procedures under Chapter 720 and as outlined in Section IX(C) of the Declaration, you may also be subject to a fine of up to \$1,000.00 by the Association, for each separate violation of the Governing Documents, if you fail to comply with these requirements. Additionally, if you do not submit this application within ten days and likewise remove the nails within ten days, the Association will proceed and take legal action against you, with the Association entitled to all reasonable attorneys’ fees and costs associated with the enforcement of its governing documents. Finally, please be aware that due to your failure to respond to any prior communications from the Association, should you or a representative contact this office to discuss this matter at any point in the future, all such time incurred by this office will be charged to you at a reasonable attorneys’ fee rate.

TIME IS OF THE ESSENCE. I look forward to your prompt compliance.

This communication, from a debt collector, is an attempt to collect a debt and any information obtained will be used for that purpose. This debt will be assumed valid, unless you notify this office within a thirty (30) day period after receipt of this notice, in writing, that all or a portion of this debt is disputed. If you request verification of the debt, we will obtain documents of verification and forward them to you.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Harris", written over the word "Sincerely,".

Andrew A. Harris

cc: Banyan Property Management