

Chickasaw Trails Homeowners Association, Inc.,
a Florida not-for-profit corporation,

Plaintiff,

vs.

[REDACTED] Pham and All Unknown
Tenants/Owners,

Defendant(s).

In the County Court in and for Orange County,
Florida.

Case No.:

COMPLAINT

Plaintiff CHICKASAW TRAILS HOMEOWNERS ASSOCIATION, INC. ("Association"), by and through its undersigned attorneys, files this Complaint against Defendants [REDACTED] PHAM, ("Defendant Owners"); and ALL UNKNOWN TENANTS/OWNERS ("Tenant") (sometimes hereinafter collectively referred to as the "Defendants") and alleges as follows:

General Allegations

1. The Association is a mandatory membership Florida not-for-profit corporation responsible for the operation and administration of the subdivision of Chickasaw Trails (the "Subdivision").

2. The Association and the Subdivision are subject to the provisions of Chapter 720, Florida Statutes, and to the Declaration of Covenants, Conditions and Restrictions for Chickasaw Trails Phase I (the "Declaration") recorded in the Public Records of Orange County, Florida in Official Records Book 4131, at Page 689, *et seq.* A true and correct copy of the relevant portions of Declaration are attached hereto as **Exhibit A**.

3. Defendant Owners are natural persons and the record owners of real property located in the Subdivision at (the "Property"), with the following legal description:

Lot [REDACTED], CHICKASAW TRAILS PHASE [REDACTED], according to the Plat thereof as recording in Plat Book [REDACTED], Pages [REDACTED] and [REDACTED], of the Public Records of ORANGE County, Florida.

4. Venue is appropriate in Orange County, Florida, because this is where the Property lies and

where the causes of action accrued.

5. At all times material hereto, Defendant Owners are and have been members of the Association subject to the Declaration and all applicable Florida Statutes.

6. Defendant Tenant resides in and occupies the Property.

7. The (i) administration and management of the Association and Association's property; and (ii) the affairs of the Association are governed by the Declaration, which regulates the operation, use, maintenance and enjoyment of the lots within the Association, including the Property.

8. The Declaration and Chapter 720, Fla. Stat. require homeowners within the Subdivision to comply with any rules, regulations or other provisions established by the Association regarding the use of the owners' lots.

9. Article VII, Section 16 of the Declaration states "All lots shall have entire solid sodded front, side and rear lawns of Floratam sod or such substitute sod as approved by Declarant and the ARC except in approved landscape areas as submitted on the landscape plan".

10. Article IX of the Declaration states "Each Lot Owner shall be responsible for the maintenance of his Lot and right-of-way areas, including, but not limited to, the responsibility to replace and care for trees, shrubs, grass, walks and other exterior improvement located within a Lot".

11. Despite Defendant Owner's obligations to comply with the Declaration, Defendant Owners failed to comply therewith by failing to maintain their lawn and landscaping.

12. On March 31, 2010, Plaintiff Association provided Defendant Owners with a Statutory Offer to Participate in Presuit Mediation ("March 31, 2010 Offer") A true and correct copy of the March 31, 2010 Offer is attached hereto as **Exhibit B.**

13. Due to Defendant Owners' failure or refusal to timely respond to the March 31, 2010 Offer, Defendant Owners are deemed to have failed or refused to participate in the mediation process, which operates as an impasse by Defendant Owners.

14. As a result of Defendant Owners' impasse in the mediation process, pursuant to Section 720.311, Plaintiff Association has standing to file this action against Defendant Owners and to seek

recovery of the fees and costs incurred.

15. On September 30, 2013, November 11, 2013, February 3, 2014, Plaintiff Association provided Defendant Owners with a violation notice letter to notify Defendant Owners to clean up their front lawn and sod all bare areas. A true and correct copy of these Notices are attached hereto as **Exhibit C.**

16. On April 4, 2014, June 2, 2014, July 25, 2014, Plaintiff Association provided Defendant Owners with a violation notice letter to notify Defendant Owners to submit architectural application for their landscaping beds that were installed without approval. A true and correct copy of these Notices are attached hereto as **Exhibit D.**

17. On August 15, 2014 and April 10, 2015 Plaintiff Association provided Owners with a violation notice letter to notify Defendant Owners to sod all bare areas and clean up their front lawn. A true and correct copy of the August 15, 2014 Notice is attached hereto as **Exhibit E.**

18. On July 7, 2015, Plaintiff Association provided Defendant Owners with a final demand letter for reimbursement of fees ("July 7, 2015 Notice"). A true and correct copy of the July 7, 2015 Notice is attached hereto as **Exhibit F.**

19. On September 1, 2015, Plaintiff Association provided Defendant Owners with a violation notice letter to notify Defendant Owners to submit an Architectural Review Board application for their landscape beds that they did not apply for prior approval for ("September 1, 2015 Notice"). A true and correct copy of the September 1, 2015 Notice is attached hereto as **Exhibit G.**

20. On February 11, 2016, Plaintiff Association provided Defendant Owners with a payment plan ("February 11, 2016 Payment Plan"). A true and correct copy of February 11, 2016 Payment Plan is attached hereto as **Exhibit H.**

21. On March 29, 2016, and March 15, 2017 Plaintiff Association provided Defendant Owners with a violation notice to notify Defendant Owners of their violation of failure to pay attorney's fees and costs A true and correct copy of these Notices are attached hereto as **Exhibit I.**

22. On October 17, 2018, Plaintiff Association provided Defendant Owners with a notice of delinquency and demand for payment of fees ("October 17, 2018 Demand"). A true and correct copy of the

October 17, 2018 Demand is attached hereto as Exhibit J.

23. However, on or before November 16, 2017, Defendant Owners cured the violation by maintaining their lawn and landscaping, however, they failed to pay attorneys' fees and costs pursuant to the Declaration.

24. At all times material hereto, Defendant Owners have failed to comply with the provisions of the Declaration, Rules and Regulations, and/or Florida law.

25. All conditions precedent to bringing this action have been waived, excused, or performed.

COUNT I
(Money Damages)

26. This is an action for monetary damages against Defendant Owners to recover unpaid attorneys' fees and costs incurred by Plaintiff Association in enforcing the Declaration against Defendant Owners' violations thereof.

27. Plaintiff Association readopts and re-alleges the allegation contained in Paragraphs 1 through 14 above, as if more fully set forth herein.

28. Pursuant to Section 720.305, Fla. Stat., and the Declaration, Plaintiff Association are entitled to its attorneys' fees and costs incurred herein.

29. Moreover, pursuant to Section 720.311(2)(a), Fla. Stat., Plaintiff Association are authorized to bring this action against Defendant Owners to recover a financial obligation owed by Defendant Owners to Plaintiff Association, which consists of unpaid attorneys' fees and costs incurred by Plaintiff Association in enforcing the Declaration against Defendant Owners' violations thereof.

30. Plaintiff Association has retained the undersigned law firm and has agreed to pay said law Firm its reasonable attorneys' fees and costs.

WHEREFORE, Plaintiff CHICKASAW TRAILS HOMEOWNERS ASSOCIATION, INC. respectfully requests this Court to enter judgment in its favor and against Defendants, [REDACTED] PHAM and ALL UNKNOWN TENANTS/OWNERS for damages, including but not limited to all attorneys' fees and costs incurred by Plaintiff in enforcing the Declaration against Defendant Owners' violations thereof,

and for such other and further relief as this Court deems just and proper.

Dated on April 12, 2019.

DHN ATTORNEYS, P.A.
3203 Lawton Road, Suite 125
Orlando, Florida 32803
Office: (407) 269-5346
Fax: (407) 650-2765
Attorney for Association

By: /s/ Ryan C. Fong
Ryan C. Fong, Esquire
Florida Bar No. 0113279
Ryan@dhnattorneys.com

Exhibit A

Rec Fee \$ 109.00 MARTHA O. HAYNE
 Add Fee \$ 14.00 Orange County
 Doc Tax \$ _____ Comptroller
 Int Tax \$ _____ By 22/
 Total \$ 123.00 Deputy Clerk

3381202 ORANGE CO. FL.
 11:31:00AM 11/09/89

CR4131PG0689

**DECLARATION OF COVENANTS, CONDITIONS
 AND RESTRICTIONS FOR
 CHICKASAW TRAILS PHASE I
 P.B. 24, PGS 121-130**

THIS DECLARATION is made on this 6th day of September, 1989, by UNITED ASSOCIATES PROPERTIES, INC., a Florida corporation (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property in Orange County, State of Florida, which is more particularly described on Exhibit "A" attached hereto (the "Declaration Property");

WHEREAS, Declarant desires to submit the Declaration Property to this Declaration; and

WHEREAS, Declarant has incorporated or will incorporate under the laws of the State of Florida a non-profit corporation for the purposes of enforcing the covenants, conditions, and restrictions set forth herein and of advancing the goals set forth in this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Declaration Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges, as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Declaration Property. Said easements, covenants, conditions, restrictions, reservations, liens and charges shall run with the real property, shall be binding upon all parties having and/or acquiring any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in said real property.

ARTICLE I

Definitions

(a) "Architectural Review Committee" or "ARC" shall refer to the committee established by the Board of Directors of the Association and described in Article VI hereof.

12310

(b) "Association" shall mean and refer to Chickasaw Trails Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns.

(c) "Board" shall mean the Board of Directors of the Association.

(d) "Common Area" or "Common Property" shall mean those tracts of real property, including, but not limited to, tracts I, J and K as shown on the Plat for Chickasaw Trails Phase I, together with any improvements thereon owned or to be owned by the Association for the common use and enjoyment of members of the Association.

(e) "Declarant" shall mean and refer to United Associates Properties, Inc., its successors and assigns.

(f) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of Chickasaw Trails, together with any supplements or amendments hereto.

(g) "Declaration Property" shall mean and refer to that certain real property lying and situated in Orange County, Florida, more particularly described on Exhibit "A" attached hereto, and such additions thereto as may hereafter be submitted to this Declaration.

(h) "Developer of a Residential Lot" shall mean that entity which constructs a residential dwelling on a lot with the intent of reselling said dwelling and lot.

(i) "Development" shall mean Chickasaw Trails residential community, located in Orange County, Florida, on the real property described on Exhibit "A," and such additions thereto as may hereafter be submitted to this Declaration.

(j) "Lot" shall mean and refer to any numbered plot of land shown upon the recorded subdivision map for Chickasaw Trails excluding the Common Area.

(k) "Member" shall mean and refer to those Owners entitled to membership in the Association as set forth in Article III.

(l) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Declaration Property, but

excluding those having such interest merely as security for the performance of an obligation.

(m) "Plat" shall mean and refer to any recorded or unrecorded subdivision map or maps of all or a portion of the Declaration Property.

(n) "Structure" shall have the same meaning as used in the Orange County Building Code.

(o) "Turnover" shall mean the transfer of operation of the Association by the Declarant as described in Article XII hereof.

ARTICLE II

Property Rights

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights of the Declarant reserved herein and subject to the following provisions:

(a) The right of the Association to levy annual special and individual assessments and to charge reasonable admission and other fees and to establish reasonable rules for the use of the Common Area and any recreation facilities (if any) contained thereon.

(b) The right of the Association to suspend the voting rights and right to use of the Common Area by a Member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Notwithstanding anything contained herein to the contrary, assessments shall continue during any suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded.

(d) The right of the Association, in accordance with its Articles and its Bylaws, to borrow money for the purpose of improving or increasing the Common Area and in aid thereof with the assent of two-thirds (2/3) of each class of Members to

attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the Owner. The ARC, the Declarant, and the Board, or its agents or employees, shall not be liable to the Owner for any damages or injury to the property or person of the Owner, unless caused by reckless or willful action of the ARC, the Declarant, or the Board.

Section 6. Exculpation of Declarant and ARC. Declarant, the Association and the ARC cannot and shall not be held responsible for any loss or damage to any person arising out of the approval or disapproval of plans, designs or constructions errors. Nor shall Declarant or the ARC be held responsible for loss or damage to any person arising out of non-compliance with any zoning law or ordinance or land use or building regulation.

ARTICLE VII

Restrictions

Section 1. Residential Use. The Lots shall be used for residential purposes only. No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation.

Section 2. Vehicular Parking. No vehicle shall be parked on any part of the Declaration Property, except on paved streets and paved driveways. No inoperative automobiles, trucks, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours, unless parked inside garages and concealed from public view.

Section 3. Signs.

(a) Except as otherwise permitted herein, no sign or any character shall be displayed or placed upon any Lot, except "For Sale" or "For Rent" signs, which may refer only to the particular Lot on which displayed, and shall not exceed thirty-six inches (36") by twenty-four inches (24").

(b) Nothing contained in this Declaration shall prevent Declarant, or any person designated by Declarant, from erecting or maintaining such commercial and display signs as

direction of flow or obstruct or retard the flow of water through drainage channels on any easement or which may reduce the size of any ponds, creeks, lakes or other water retention areas which are shown on the Plat or which may be constructed on such easement.

ARTICLE IX

Maintenance of Common Area and Lots

Section 1. The responsibility for the maintenance of the Common Area and Lots within the Development shall be as follows:

(a) Common Area. The Association subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Area and any improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

(b) Lots. Each Lot Owner shall be responsible for the maintenance of his Lot and right-of-way areas, including, but not limited to, the responsibility to replace and care for trees, shrubs, grass, walks and other exterior improvements located within a Lot. In the event an Owner fails to maintain his Lot in a good, clean, attractive and sanitary condition, or in the event the Board deems it in the best interest of the Development, then the Association may provide said maintenance after delivery of ten (10) days written notice to the Owner and the cost of said maintenance shall be assessed by the Association to the Owner of said Lot as an individual assessment. The Association shall have a right and easement in and to the land comprising each Lot in order to maintain same in accordance with this Article and said right and easement shall be a covenant running with the land as to each Lot.

(c) Taxes. The Association shall pay all real and personal property taxes and assessments for any property owned by the Association.

(d) Insurance. The Association shall maintain adequate casualty and liability insurance on the Common Area, and fidelity bond coverage as specified in the FNMA Lending Guide, Insurance Requirements.

(e) Drainage and Utility Easements. The Association shall not be responsible for maintaining any easement areas located on individual Lots. Such drainage and utility easements

Exhibit B



LAW OFFICES OF JOHN L. DI MASI, P.A.

801 N. ORANGE AVENUE, SUITE 500
ORLANDO, FLORIDA 32801-1014
PH: 407-839-3383 • Fx: 407-839-3384

JOHN L. DI MASI
jdikasi@orlando-law.com

MARY DOTY SOLIK
PARTNER
msolik@orlando-law.com

March 31, 2010

FRANK J. LACQUANITI
flacquaniti@orlando-law.com

TIFFANY MOORE RUSSELL
ORANGE COUNTY COMMISSIONER
tmrussell@orlando-law.com

WENDY SHAY TEMPLE
wtemple@orlando-law.com

Via Certified Mail / Return Receipt Requested

#91 7108 2133 3936 4152 3490

Via U.S. Mail

[REDACTED] Pham
[REDACTED] Drive
Orlando, Florida 32829

RE: STATUTORY OFFER TO PARTICIPATE IN PRESUIT MEDIATION
Chickasaw Trails [REDACTED] Drive / Pham / File #874-048

Dear [REDACTED] Pham:

As you are aware, this Firm serves as legal counsel to Chickasaw Trails Homeowners Association, Inc. (the "Aggrieved Party"). Despite our prior correspondence to you, as of the date hereof, you have failed, refused or neglected to bring your lot into compliance in accordance with your obligations under the Declaration. Consequently, please be advised of the following.

The Aggrieved Party, hereby demands that [REDACTED] Pham, as the Responding Party, engage in mandatory presuit mediation in connection with the following disputes, which by statute are of a type that are subject to presuit mediation:

- 1) Pursuant to Article VII, Section 10 of the Declaration, you, as member owners, are required to maintain your Lot and all improvements thereon in a neat and attractive condition. You have failed maintain the rear screen on your Lot and have violated the Declaration.
- 2) Pursuant to Article VII, Section 10 of the Declaration, you, as member owners, are required to maintain your Lot and all improvements thereon in a neat and attractive condition. You have failed maintain the chimney on your Lot and have violated the Declaration.
- 3) Pursuant to Article VII, Section 10 of the Declaration, you, as member owners, are required to maintain your Lot and all improvements thereon in a neat and attractive condition. You have failed to repaint the house on your Lot and have violated the Declaration.
- 4) Pursuant to Article XI, Section 7 of the Declaration, you, as member owners, are obligated to reimburse the Association for its attorneys' fees and costs associated with enforcing the Declaration against your violations thereof.

Pursuant to section 720.311, Florida Statutes, this demand to resolve the dispute through presuit mediation is required before a lawsuit can be filed concerning the dispute. Pursuant to the statute, the parties are required to engage in presuit mediation with a neutral third-party mediator in order to attempt to resolve this dispute without court action, and the Aggrieved Party demands that you likewise agree to

Contact us at
www.orlando-law.com

this process. If you fail to participate in the mediation process, suit may be brought against you without further warning.

The process of mediation involves a supervised negotiation process in which a trained, neutral third-party mediator meets with both parties and assists them in exploring possible opportunities for resolving part or all of the dispute. By agreeing to participate in presuit mediation, you are not bound in any way to change your position. Furthermore, the mediator has no authority to make any decisions in this matter or to determine who is right or wrong and merely acts as a facilitator to ensure that each party understands the position of the other party and that all options for reasonable settlement are fully explored.

If an agreement is reached, it shall be reduced to writing and becomes a binding and enforceable commitment of the parties. A resolution of one or more disputes in this fashion avoids the need to litigate these issues in court. The failure to reach an agreement, or the failure of a party to participate in the process, results in the mediator declaring an impasse in the mediation, after which the Aggrieved Party may proceed to court on all outstanding, unsettled disputes. If you have failed or refused to participate in the entire mediation process, you will not be entitled to recover attorney's fees, even if you prevail.

The Aggrieved Party has selected and hereby lists five certified mediators who we believe to be neutral and qualified to mediate the dispute. You have the right to select any one of these mediators. The fact that one party may be familiar with one or more of the listed mediators does not mean that the mediator cannot act as a neutral and impartial facilitator. Any mediator who cannot act in this capacity is required ethically to decline to accept engagement. The mediators that we suggest, and their current hourly rates, are as follows:

- 1) Amy E. Goodblatt
831 Irma Avenue
Orlando, Florida 32803
(407) 228-7007
\$275.00 / hr.
- 2) A. Michelle Jernigan
1060 Maitland Center Commons Blvd., Suite 440
Maitland, Florida 32751
(407) 661-1123
\$325.00 / hr
- 3) Celia M. Mendez
202 Lookout Place
Maitland, Florida 32751
(407) 539-2121
\$250.00 / hr
- 4) Eric D. Dunlap
105 Spring Valley Loop
Altamonte Springs, Florida 32714
(321) 230-3088
\$225.00 / hr (w/ \$25.00 / party administrative set up fee)
- 5) Jessica K. Hew
PO Drawer 1690

Winter Park, Florida 32790
(407) 647-4455 x. 337
\$250.00 / hr

- 6) Helena Malchow
646 East Colonial Drive
Orlando, Florida 32803
(407) 999-7780
\$200.00 / hr

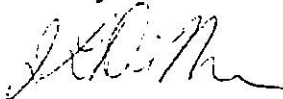
You may contact the offices of these mediators to confirm that the listed mediators will be neutral and will not show any favoritism toward either party. The Florida Supreme Court can provide you a list of certified mediators.

Unless otherwise agreed by the parties, section 720.311(2)(b), Florida Statutes, requires that the parties share the costs of presuit mediation equally, including the fee charged by the mediator. An average mediation may require three to four hours of the mediator's time, including some preparation time, and the parties would need to share equally the mediator's fees as well as their own attorney's fees if they choose to employ an attorney in connection with the mediation. However, use of an attorney is not required and is at the option of each party. The mediators may require the advance payment of some or all of the anticipated fees. The Aggrieved Party hereby agrees to pay or prepay one-half of the mediator's estimated fees and to forward this amount or such other reasonable advance deposits as the mediator requires for this purpose. Any funds deposited will be returned to you if these are in excess of your share of the fees incurred.

To begin your participation in presuit mediation to try to resolve the dispute and avoid further legal action, please sign below and clearly indicate which mediator is acceptable to you. We will then ask the mediator to schedule a mutually convenient time and place for the mediation conference to be held. The mediation conference must be held within ninety (90) days of this date, unless extended by mutual written agreement. In the event that you fail to respond within 20 days from the date of this letter, or if you fail to agree to at least one of the mediators that we have suggested or to pay or prepay to the mediator one-half of the costs involved, the Aggrieved Party will be authorized to proceed with the filing of a lawsuit against you without further notice and may seek an award of attorney's fees or costs incurred in attempting to obtain mediation.

Therefore, please give this matter your immediate attention. By law, your response must be mailed by certified mail, return receipt requested, and by first-class mail to the address shown on this demand.

Sincerely,



John L. Di Masi

JLD/ldm
cc: Client

RESPONDING PARTY: YOUR SIGNATURE INDICATES YOUR AGREEMENT TO THAT CHOICE.

AGREEMENT TO MEDIATE

The undersigned hereby agrees to participate in presuit mediation and agrees to attend a mediation conducted by the following mediator or mediators who are listed above as someone who would be acceptable to mediate this dispute:

(List acceptable mediator or mediators.):

I/we further agree to pay or prepay one-half of the mediator's fees and to forward such advance deposits as the mediator may require for this purpose.

Signature of responding party #1

Signature of responding party #2

Telephone contact information:

Exhibit C

Chickasaw Trails Homeowners Association, Inc.

c/o Vista Community Association Mgmt. Inc.

P.O. Box 162147

Altamonte Springs, FL 32716-2147

(407) 682-3443 *222 (407) 682-0181 fax

VIOLATIONS NOTICE

09/30/13

Pham
Drive
Orlando FL 32829

RE: Drive

Dear Homeowner:

The Board of Directors and the Architectural Review Committee of Chickasaw Trails HOA Association have the responsibility to assure that the community continues to be a fine place to live and that the highest property values are maintained.

During a recent inspection of the community the following violation(s) were noted which require your immediate attention:

Please clean up front lawn and sod all bare areas.

This letter is to inform you that the violation(s) must be corrected within 30 days from the date of this letter. A verbal response that the violation(s) have been corrected will be acceptable; or if you disagree with the finding, please call and advise the Management Company accordingly. If you agree with the finding but unable to comply within the 30 days, please submit your response in writing and provide any necessary document(s) to back your case. However, should the violation(s) remain after the 30 days a Per Diem (Daily) Charge of \$10.00 will be added to any legal expenses/costs and which will be due and payable through the Association attorneys assisting with enforcement of our bylaws.

You can seek relief by presenting your case to the Board of Directors, which meets every second Thursday of each month, as long as it is within the 30 days for your response.

Have you seen our WEBSITE?? If not, please visit it... Chickasawtrailshoa.com

Very truly yours,

THE BOARD OF DIRECTORS

Chickasaw Trails Homeowners Association, Inc.
c/o Vista Community Association Mgmt. Inc.
P.O. Box 162147
Altamonte Springs, FL 32716-2147
(407) 682-3443 *222 (407) 682-0181 fax

11/11/13

Pham
Drive
Orlando FL 32829

RE: Drive

Dear Owner:

A previous notice was sent to you regarding the following covenant violation(s) on your property:

Please clean up front lawn and sod all bare areas.

Upon a recent inspection of Chickasaw Trails Homeowners Association, Inc., no significant improvement has been noted after our initial 30-day period for correction. Your cooperation is, once again requested in remedy of this violation. This letter serves as second notice concerning conditions on your property that are either not in compliance with our governing documents and/or not in keeping with the standards set throughout the community.

If there is a reason you are unable to comply with the request within 15 days, please respond, in writing. Please include a time frame for the matter to be corrected, so that the Board may evaluate your individual circumstance. Please note that all responses must be in writing and sent to the above listed address!

Have you seen our WEBSITE?? If not, please visit it... Chickasawtrailshoa.com.

Very truly yours,

The Board of Directors

Chickasaw Trails Homeowners Association, Inc.
c/o Vista Community Association Mgmt, Inc.
P. O. Box 162147
Altamonte Springs, FL 32716-2147
(407) 682-3443 *222 (407) 682-0181 fax
****FINAL NOTICE****

02/03/14

VIA CERTIFIED MAIL & Regular US Mail

Pham
Drive
Orlando FL 32829

91 7199 9991 7032 8367 7098

Re: Drive

Dear Owner:

It is part of the job of the Board of Directors and the Architectural Review Board of Chickasaw Trails Homeowners Association, Inc. Association to assure that the community continues to be a fine place to live and that the highest property values are maintained.

Two letters have been sent to you previously concerning conditions on your property that are either not in compliance with our governing documents and/or not in keeping with the standards set throughout the community. Each notice requested prompt corrective action.

Please clean up front lawn and sod all bare areas.

This letter is to inform you that if the Association has not had a response from you regarding this item within seven (7) days of the date of this letter, the matter will be turned over to the Association attorneys for enforcement.

Should you have any questions regarding this notice, please note them, in writing and send them to the above listed address for the Board's review.

Have you seen our WEBSITE?? If not, please visit it... Chickasawtrailshoa.com.

Very truly yours,

THE BOARD OF DIRECTORS

Exhibit D

Chickasaw Trails Homeowners Association, Inc.

c/o Vista Community Association Mgmt. Inc.

P.O. Box 162147

Altamonte Springs, FL 32716-2147

(407) 682-3443 *222 (407) 682-0181 fax

VIOLATIONS NOTICE

04/04/14

Ev Pham
Drive
Orlando FL 32829

RE: CT Drive

Dear Homeowner:

The Board of Directors and the Architectural Review Board of Chickasaw Trails HOA Association have the responsibility to assure that the community continues to be a fine place to live and that the highest property values are maintained.

During a recent inspection of the community the following violation(s) were noted which require your immediate attention:

You have installed landscaping beds without prior approval. Please submit enclosed form with all required information including survey plot plan with areas highlighted and plant details IMMEDIATELY.

This letter is to inform you that the violation(s) must be corrected within 30 days from the date of this letter. A verbal response that the violation(s) have been corrected will be acceptable; or if you disagree with the finding, please call and advise the Management Company accordingly. If you agree with the finding but unable to comply within the 30 days, **please submit your response in writing** and provide any necessary document(s) to back your case. However, should the violation(s) remain after the 30 days a Per Diem (Daily) Charge of \$10.00 will be added to any legal expenses/costs and which will be due and payable through the Association attorneys assisting with enforcement of our bylaws.

You can seek relief by presenting your case to the Board of Directors, which meets every second Thursday of each month, as long as it is within the 30 days for your response.

Have you seen our WEBSITE?? If not, please visit it... Chickasawtrailshoa.com.

Very truly yours,

THE BOARD OF DIRECTORS

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06/02/14

Pham
Drive
Orlando FL 32829

RE: CT Drive

Dear Owner:

A previous notice was sent to you regarding the following covenant violation(s) on your property:

You have installed landscaping beds without prior approval. Please submit previously enclosed form with all required information including survey plot plan with areas highlighted and plant details IMMEDIATELY.

Upon a recent inspection of Chickasaw Trails Homeowners Association, Inc., no significant improvement has been noted after our initial 30-day period for correction. Your cooperation is, once again requested in remedy of this violation. This letter serves as second notice concerning conditions on your property that are either not in compliance with our governing documents and/or not in keeping with the standards set throughout the community.

If there is a reason you are unable to comply with the request within 15 days, please respond, in writing. Please include a time frame for the matter to be corrected, so that the Board may evaluate your individual circumstance. Please note that all responses must be in writing and sent to the above listed address!

Have you seen our WEBSITE?? If not, please visit it... Chickasawtrailshon.com.

Very truly yours,

The Board of Directors

Chickasaw Trails Homeowners Association, Inc.
c/o Vista Community Association Mgmt., Inc.
P. O. Box 162147
Altamonte Springs, FL 32716-2147
(407) 682-3443 *1222 (407) 682-0181 fax
****FINAL NOTICE****

07/25/14

VIA CERTIFIED MAIL & Regular US Mail

av [REDACTED] Pham

[REDACTED] Drive
Orlando FL 32829

91 7199 9991 7032 8366 9857

Re: CT [REDACTED] Drive

Dear Owner:

It is part of the job of the Board of Directors and the Architectural Review Board of Chickasaw Trails Homeowners Association, Inc. Association to assure that the community continues to be a fine place to live and that the highest property values are maintained.

Two letters have been sent to you previously concerning conditions on your property that are either not in compliance with our governing documents and/or not in keeping with the standards set throughout the community. Each notice requested prompt corrective action.

You have installed landscaping beds without prior approval. Please submit previously enclosed form with all required information including survey plot plan with areas highlighted and plant details IMMEDIATELY.

This letter is to inform you that if the Association has not had a response from you regarding this item within seven (7) days of the date of this letter, the matter will be turned over to the Association attorneys for enforcement.

Should you have any questions regarding this notice, please note them, in writing and send them to the above listed address for the Board's review.

Have you seen our WEBSITE?? If not, please visit it... Chickasawtrailshoa.com.

Very truly yours,

THE BOARD OF DIRECTORS

Exhibit E



**THE ASSOCIATION
LAW FIRM**

135 W. Central Blvd., Suite 1150
Orlando, Florida 32801
☎ 407-992-8812 ☎ 407-903-1470
🌐 www.associationfirm.com

August 15, 2014

Via Certified Mail / Return Receipt

#7014 1200 0001 9372 1543

Via First Class Mail

Pham

Drive
Orlando, FL 32829

Re: Chickasaw Trails Homeowners Association, Inc. – Drive
Violation – Failure to Maintain Lot

Dear Pham:

This Firm represents Chickasaw Trails Homeowners Association, Inc. (the "Association"), within which your property at Drive (the "Lot") is located. The Association has advised us that you have failed, refused, or neglected to comply with the provisions of the Association's Declaration. Your violation, the authority supporting the violation, and the actions that must be taken to cure the violation, are set forth in detail below.

Violation: You have failed to properly maintain your Lot by failing to sod all bare areas and failing to clean up the front lawn.

Authority: Article VII, Section 16 of the Declaration requires that all Lots must have entire, solid sodded front, side and rear lawns of Floratam sod or any substitute sod as approved by the Association and the ARC. Further, Article IX, Section 1, Sub-section (b) requires you and/or you tenants to maintain the Lot in a clean and attractive condition.

Action Demanded: You must within 15 days of your receipt hereof bring your Lot into compliance by replacing sod in all bare areas and cleaning up the front lawn.

The Association has sent repeated notices to you regarding this obligation under the Declaration in an attempt to informally resolve this matter prior to legal action. Notwithstanding, as of the date hereof, you have failed, refused or neglected to cure the violation.

Please understand that the Declaration was created to help protect and maintain the values of the properties within the Association, and that the failure of you and/or your tenants to comply therewith detracts from the aesthetic values of the properties with the Association. When you purchased your Lot, you covenanted and agreed to comply with the provisions of the Declaration and to ensure your tenants' compliance therewith. Moreover, the Association has been delegated the task of enforcing the covenants and restrictions in accordance with the Declaration. It is not only the Association's obligation, but also its

Chickasaw Trails Homeowners Association, Inc.

v Pham

Drive

p. 2

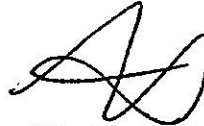
affirmative duty to insure that your community is operated and maintained in accordance with the high standards that were envisioned when the Declaration was drafted and adopted.

You are hereby given notice that you and/or your tenants shall bring your Lot into compliance by completing the above action items within the stated time frame. Subsequent to the date hereof, you and your tenants shall comply with all provisions of the Declaration. Further, pursuant to the Declaration and Florida Statutes, you are obligated to reimburse the Association for all its attorneys' fees and costs incurred in obtaining your compliance with the Declaration. As such, you must, within **thirty (30) days** of the date hereof, forward to the undersigned at the above-referenced address payment by certified check or money order, made payable to **"The Association Law Firm, PLLC,"** in an amount equal to **\$186.94** for the attorneys fees and costs incurred herein. Neither the Association nor this Firm is responsible for lost, stolen, delayed or otherwise undeliverable checks or mail. It is your sole obligation to ensure that your payment has been successfully received.

Should you fail to comply as herein demanded, the Association reserves the right to pursue any and all remedies available to it at law or in equity, at which time you may become responsible for additional attorneys fees and costs.

Please govern yourself accordingly.

Sincerely,

A handwritten signature in black ink, appearing to be 'Nicolette A. Kramer', with a stylized, cursive script.

Nicolette A. Kramer

NAK / mtm

Encl. (FDCPA Notice)

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. SECTION 1601 AS AMENDED, THIS IS YOUR NOTICE THAT:

- 1. THIS FIRM IS DEEMED A DEBT COLLECTOR PURSUANT TO FEDERAL LAW AND THIS CORRESPONDENCE IS AN ATTEMPT TO COLLECT A DEBT; ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE;**
- 2. THE AMOUNT OF DEBT YOU OWE IS REFERENCED IN THIS LETTER;**
- 3. THE NAME OF THE ASSOCIATION/CREDITOR TO WHOM THE DEBT IS OWED IS REFERENCED IN THIS LETTER;**
- 4. UNLESS YOU, WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THIS NOTICE, DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF, THE DEBT WILL BE ASSUMED TO BE VALID;**
- 5. IF YOU NOTIFY US IN WRITING WITHIN THE THIRTY-DAY PERIOD THAT THE DEBT, OR ANY PORTION THEREOF, IS DISPUTED, WE WILL OBTAIN VERIFICATION OF THE DEBT OR A COPY OF A JUDGMENT AGAINST YOU, AND A COPY OF SUCH VERIFICATION OR JUDGMENT WILL BE MAILED TO YOU BY US;**
- 6. UPON YOUR WRITTEN REQUEST WITHIN THE THIRTY-DAY PERIOD, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.**



135 W. Central Blvd., Suite 1150
Orlando, Florida 32801
☎ 407-992-8812 ☎ 407-903-1470
🌐 www.associationfirm.com

April 10, 2015

Via Certified Mail / Return Receipt

7014 3490 0000 5390 3541

Via First Class Mail

Pham
Drive
Orlando, Florida 32829

Re: Chickasaw Trails Homeowners Association, Inc. – Drive
Violation – Failure to Pay Attorney's Fees and Costs

Dear Pham:

AS YOU ARE AWARE, THIS FIRM REPRESENTS CHICKASAW TRAILS HOMEOWNERS ASSOCIATION, INC. (THE "ASSOCIATION") IN CONNECTION WITH ITS EFFORTS TO COLLECT MONIES DUE BY YOU TO THE ASSOCIATION. AS SUCH, THE FIRM IS DEEMED A DEBT COLLECTOR PURSUANT TO FEDERAL LAW, AND ANY INFORMATION OBTAINED WILL BE USED IN FURTHERANCE OF ITS COLLECTION EFFORTS ON BEHALF OF THE ASSOCIATION.

On August 15, 2015, the Firm forwarded to you written demand regarding your violation of the Declaration due to your failure to properly maintain your Lot by failing to sod all bare areas and failing to clean up the front lawn. The Association has advised that, pursuant to such demand, you have cured the violation. However, as of the date hereof, you have failed, refused, or neglected to reimburse the Association its attorney's fees and costs incurred in obtaining your compliance.

Pursuant to the Declaration and to §720.305, Florida Statutes, you are liable for the Association's attorneys fees and costs incurred in enforcing the Declaration against your continuing violation thereof. However, despite prior demand for payment of attorneys fees and costs and your liability under the Declaration and Florida law, as of the date hereof you have failed, refused, or neglected to make such payment. Your failure, refusal, or neglect to pay the Association's attorney's fees and costs incurred constitutes a continuing violation of the Declaration and, as such, further attorney's fees and costs have accrued for which you are liable.

Accordingly, this correspondence serves as your final notice that you shall, within ten (10) days of your receipt hereof (or, not later than 4/25/15), forward to the undersigned at the above-stated address, payment in the amount of **\$375.38**, made payable to "The Association Law Firm, PLLC." Should you fail, refuse, or neglect to timely forward the full payment demanded herein, be advised that the Association reserves the right to pursue all remedies available to it at law and in equity, and that additional attorney's fees and costs may accrue.

Sincerely,

Nicolette A. Krattler

NAK/bee

Exhibit F



THE ASSOCIATION LAW FIRM

135 W. Central Blvd. Suite 1150
Orlando, Florida 32801
☎ 407-992-8812 ☎ 407-903-1470
🌐 www.associationfirm.com

July 7, 2015

Via Certified Mail / Return Receipt

#7014 0640 0006 6896 7687

Via First Class Mail

Pham

Drive

Orlando, Florida 33829

RE: Chickasaw Trails Homeowners Association, Inc.

Pham Drive

AS YOU ARE AWARE, THIS FIRM REPRESENTS CHICKASAW TRAILS HOMEOWNERS ASSOCIATION, INC. (THE "ASSOCIATION") IN CONNECTION WITH ITS EFFORTS TO COLLECT MONIES DUE BY YOU TO THE ASSOCIATION. AS SUCH, THE FIRM IS DEEMED A DEBT COLLECTOR PURSUANT TO FEDERAL LAW, AND ANY INFORMATION OBTAINED WILL BE USED IN FURTHERANCE OF ITS COLLECTION EFFORTS ON BEHALF OF THE ASSOCIATION.

FINAL DEMAND

Dear Pham:

On August 15, 2014 the Association sent you a correspondence of your violation of the provisions of the Association's Declaration. You were given notice that in addition to bringing your Lot into compliance, you were obligated to reimburse the Association for all its attorneys' fees and costs incurred in obtaining said compliance with the Declaration. The Association has advised that, pursuant to such demand, you have cured the violation.

However, as of April 10, 2015 your account remained delinquent for failure to reimburse the Association its attorneys' fees and costs and as a result, a Demand for Payment was sent. Such correspondence gave notice that you shall, within ten (10) days of your receipt, forward payment. However, as of the date hereof, you have failed, refused, or neglected to reimburse the Association its attorney's fees and costs incurred in obtaining your compliance.

Pursuant to the Declaration and to Florida Statutes 720.305 and 720.311, you are liable for the Association's attorney fees and costs incurred in enforcing the Declaration against your violation. As stated despite prior demand for payment of attorneys' fees and costs and your liability under the Declaration and Florida law, as of the date hereof you have failed, refused, or neglected to make such payment. Your failure, refusal, or neglect to pay the Association's attorneys' fees and costs have accrued for which you are liable.

The current amount due and owing is as follows:

Attorneys' Fees and Costs:\$561.57

Total Due and Owing:.....\$561.57

In order to avoid further legal action, such as a lien being recorded in the public records against your lot, and/or additional attorneys' fees, costs, interest, and late fees, you are hereby demanded to make full payment in the amount of

Chickasaw Trails Homeowners Association, Inc.

v Pham

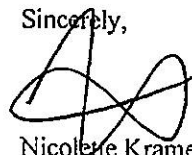
July 7, 2015

Page 2

\$561.57 as broken down above, within fifteen (15) days of your receipt of this letter (to wit: on or before 7/22/15). Payment shall be made by submitting a **cashier's check or money order** made payable to "**The Association Law Firm, PLLC**". If the full amount demanded above is not *received* by this office by the date demanded herein, the Association will consider all legal means available to collect these funds from you, including a lien being recorded in the public records against your Lot.

If you are unable to make full payment at this time, you may request a payment plan; note that additional attorneys fees and costs will be charged for such payment plan. All payment plans must be reasonable (as determined in the sole discretion of the Association), confirmed in writing, and approved by the Association. Payment plans should also generally result in full payment within three (3) months. To request a payment plan, you must provide a written request offering the specific terms of your proposed payment plan. Neither the Association nor this Firm is responsible for lost, stolen, delayed or otherwise undeliverable checks or mail. It is your sole obligation to ensure that your payment has been successfully received.

Sincerely,

A handwritten signature in black ink, appearing to be "Nicolette Kramer", written over a horizontal line.

Nicolette Kramer

NAK/rle

Exhibit G



135 W. Central Blvd., Suite 1150
Orlando, Florida 32801
☎ 407-992-8812 ☎ 407-903-1470
🌐 www.associationfirm.com

September 1, 2015

Via Certified Mail / Return Receipt

#7015 0640 0006 6896 5652

Via First Class Mail

Pham

Drive

Orlando, Florida 33829

Re: Chickasaw Trails Homeowners Association, Inc. – Drive
Violation – Failure to Maintain Lot

Dear Pham:

AS YOU ARE AWARE, THIS FIRM REPRESENTS CHICKASAW TRAILS HOMEOWNERS ASSOCIATION, INC. (THE "ASSOCIATION") IN CONNECTION WITH ITS EFFORTS TO COLLECT MONIES DUE BY YOU TO THE ASSOCIATION. AS SUCH, THE FIRM IS DEEMED A DEBT COLLECTOR PURSUANT TO FEDERAL LAW, AND ANY INFORMATION OBTAINED WILL BE USED IN FURTHERANCE OF ITS COLLECTION EFFORTS ON BEHALF OF THE ASSOCIATION.

This Firm represents Chickasaw Trails Homeowners Association, Inc. (the "Association"); within which your property at 3720 Running Deer Drive (the "Lot") is located. The Association has advised us that you have failed, refused, or neglected to comply with the provisions of the Association's Declaration. Your violation, the authority supporting the violation, and the actions that must be taken to cure the violation, are set forth in detail below.

Violation: You have failed to properly maintain your Lot by failing to request approval from the Architectural Review Board (the "ARB") prior to installing additional landscaping beds.

Authority: Article V of the Declaration requires you and/or your tenants to obtain written approval from the ARB before any improvement or alteration to the exterior appearance of the Lot is constructed. An ARB application must be submitted, in writing, with regard to the size, material, color and location of the improvement and/or alteration. Further, Article IX, Section 1, Subsection (b) holds you and/or your tenants responsible for the replacement, care and maintenance of your grass and other exterior improvements, such that the Lot is kept in a clean, attractive, and sanitary condition. Once, ten (10) days from the date hereof have elapsed, the Association may enter your Lot to correct any such violations with regard to the foregoing that still may exist. The expense of such improvements or corrections shall constitute an individual assessment against the Lot.

Action Demanded: You must immediately upon your receipt hereof, bring your Lot into compliance by (i) submitting an ARB application with regard to the size, material, color and location of the additional plant beds¹; (ii) obtain approval of such structure; and (iii) constructing the structure that has been approved within thirty (30) days.

¹ Mere submission of the ARB application does not render the violation cured. The ARB must approve the application and any attorney's fees and costs must be tendered.

The Association has sent repeated notices to you regarding this obligation under the Declaration in an attempt to informally resolve this matter prior to legal action. Notwithstanding, as of the date hereof, you have failed, refused or neglected to cure the violation.

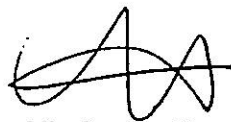
Please understand that the Declaration was created to help protect and maintain the values of the properties within the Association, and that the failure of you and/or your tenants to comply therewith detracts from the aesthetic values of the properties with the Association. When you purchased your Lot, covenanted and agreed to comply with the provisions of the Declaration and to ensure your tenants' compliance therewith. Moreover, the Association has been delegated the task of enforcing the covenants and restrictions in accordance with the Declaration. It is not only the Association's obligation, but also affirmative duty to insure that your community is operated and maintained in accordance with the high standards that were envisioned when the Declaration was drafted and adopted.

You are hereby given notice that you and/or your tenants shall bring your Lot into compliance by completing the above action items within the stated time frame. Subsequent to the date hereof, you and your tenants shall comply with all provisions of the Declaration. Further, pursuant to the Declaration and Florida Statutes, you are obligated to reimburse the Association for all its attorneys' fees and costs incurred in obtaining your compliance with the Declaration. As such, you must, within **thirty (30) days** of the date hereof, forward to the undersigned at the above-referenced address payment by certified check or money order, **made payable to "The Association Law Firm, PLLC,"** in an amount equal to **\$774.51** for the attorneys fees and costs incurred herein. Neither the Association nor this Firm is responsible for lost, stolen, delayed or otherwise undeliverable checks or mail. It is your sole obligation to ensure that your payment has been successfully received.

Should you fail to comply as herein demanded, the Association reserves the right to pursue any and all remedies available to it at law or in equity, at which time you may become responsible for additional attorneys fees and costs.

Please govern yourself accordingly.

Sincerely,



Nicolette A. Kramer

NAK / aah

¹ Mere submission of the ARB application does not render the violation cured. The ARB must approve the application and any attorney's fees and costs must be tendered.

Exhibit H



135 W. Central Blvd., Suite 1150
Orlando, Florida 32801
☎ 407-992-8812 ☎ 407-903-1470
🌐 www.associationfirm.com

February 11, 2016

Via Certified Mail / Return Receipt

7015 0640 0006 6896 7168

Via U.S. Mail

Pham

Drive
Orlando, Florida 32829

RE: Chickasaw Trails Homeowners Association, Inc. -- Payment Plan
Pham -- Drive ("Lot")

Dear Ms. Pham:

AS YOU ARE AWARE, THIS FIRM REPRESENTS CHICKASAW TRAILS HOMEOWNERS ASSOCIATION, INC. (THE "ASSOCIATION") IN CONNECTION WITH ITS EFFORTS TO COLLECT MONIES DUE BY YOU TO THE ASSOCIATION. AS SUCH, THE FIRM IS DEEMED A DEBT COLLECTOR PURSUANT TO FEDERAL LAW, AND ANY INFORMATION OBTAINED WILL BE USED IN FURTHERANCE OF ITS COLLECTION EFFORTS ON BEHALF OF THE ASSOCIATION.

The Association has reviewed and denied your request for a waiver/reduction of attorneys' fees and costs incurred in its continued efforts to obtain your compliance with the Declaration. However, in one final attempt to reach an informal resolution to this matter without the necessity of judicial intervention, the Association has agreed to allow you to enter into a payment plan ("Plan") pursuant to the terms set forth below consisting of monthly payments until the remaining balance of attorneys' fees and costs is paid in full. Please be advised that this Plan does not contemplate or include any regular and/or special assessments that have been or may subsequently be levied against the Lot.*

That being said, the following provides the total amount of attorneys' fees and costs for which you are liable under the Declaration and applicable Florida law:

Attorneys' fees and costs (through 2/11/16):.....	\$984.45
Monitoring fee (7 payments @ \$20.00 per payment).....	\$140.00
TOTAL	\$1,124.45

Payment Due Dates	Payment Due
February 29, 2016	\$165.00
March 31, 2016	\$165.00
April 30, 2016	\$165.00
May 31, 2016	\$165.00
June 30, 2016	\$165.00
July 31, 2016	\$165.00
August 31, 2016	\$134.45

*You are responsible for tendering timely and proper payment of all regular assessments, special assessments, fines, and/or any other amounts not otherwise expressly included in this Plan that may have been levied against your Lot prior/subsequent to the date hereof.

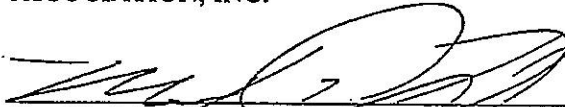
Follow these instructions carefully; failure to do so may lead to delays in processing your check resulting in additional late fees and charges. **You must pay these amounts by submitting a certified check or money order payable on or before each due date to "The Association Law Firm" to my attention at The Association Law Firm, 135 W. Central Blvd., Suite 1150, Orlando, Florida 32801.** Any checks made out to any other entity will not be accepted and will be returned to you immediately. Neither the Association nor this Firm is responsible for lost, stolen, or otherwise undeliverable mail; it is your obligation alone to ensure that payments are received as required herein.

This offer remains available for acceptance until **5:00 p.m. (EST) on February 29, 2016**, and shall automatically be withdrawn and of no further force or effect if not timely accepted. In order to timely accept this offer, you must sign this letter in the space provided below and forward it to the undersigned, along with your first payment of \$165.00, to the above-stated address, such that each are *received* on or before the deadline set forth herein.

Please note that the Association's acceptance of the foregoing payments does not in any way (i) absolve you of your continuing obligations owed under the governing documents/applicable Florida law, or (ii) constitute, expressly or impliedly, a waiver of, or amendment to, any portion of the governing documents or the Association's rights contained thereunder/under Florida law – inclusive of those provisions related to enforcement of the covenants and restrictions as set forth in the Declaration. Further, be advised that each time you change this payment plan or are late on a payment, additional fees will be charged. Should you fail to timely accept this offer, or if any amount is not paid as specified herein, the Association will pursue any and all remedies available to it at law and/or in equity to compel your compliance.

Sincerely,

CHICKASAW TRAILS HOMEOWNERS
ASSOCIATION, INC.



By: Mark T. Dlugokienski, Esq.

As Its: Agent

Accepted and agreed:

Date: _____

 Pham

Exhibit I



THE ASSOCIATION LAW FIRM

135 W. Central Blvd., Suite 1150
Orlando, Florida 32801
☎ 407-992-8812 ☎ 407-903-1470
🌐 www.associationfirm.com

March 29, 2016

Via Certified Mail / Return Receipt

7015 3010 0000 8674 3012

Via First Class Mail

☎ v [redacted] Pham
[redacted] Drive
Orlando, Florida 32829

Re: Chickasaw Trails Homeowners Association, Inc. - [redacted] Drive ("Lot")
Violation – Failure to Pay Attorney's Fees and Costs

Dear ☎ v [redacted] Pham:

AS YOU ARE AWARE, THIS FIRM REPRESENTS CHICKASAW TRAILS HOMEOWNERS ASSOCIATION, INC., (THE "ASSOCIATION") IN CONNECTION WITH ITS EFFORTS TO COLLECT MONIES DUE BY YOU TO THE ASSOCIATION. AS SUCH, THE FIRM IS DEEMED A DEBT COLLECTOR PURSUANT TO FEDERAL LAW, AND ANY INFORMATION OBTAINED WILL BE USED IN FURTHERANCE OF ITS COLLECTION EFFORTS ON BEHALF OF THE ASSOCIATION.

The Association previously forwarded written demands regarding your violation(s) of the Declaration due to your failure to maintain the lawn on your Lot. While you may have since maintained the Lot in an acceptable condition subsequent to such demands, as of the date hereof, you have failed, refused, or neglected to reimburse the Association its attorneys' fees and costs incurred in obtaining your compliance.

Pursuant to the Declaration and to §720.305, Florida Statutes, you are liable for the Association's attorneys' fees and costs incurred in enforcing the Declaration against your continuing violation(s) thereof. You previously requested a payment plan to resolve the outstanding attorneys' fees and costs, and on February 11, 2016, the Association forwarded you a payment plan wherein you were given an opportunity to remit specified monthly payments until all outstanding amounts were paid in full. However, you failed to tender a single payment pursuant to the payment plan, which constituted a breach thereof. Your failure, refusal, or neglect to pay the Association's attorneys' fees and costs incurred constitutes a continuing violation of the Declaration and, as such, further attorneys' fees and costs have accrued for which you are liable.

Please be advised that this letter serves as your *final notice* of the balance remaining for outstanding attorneys' fees and costs incurred by the Association in compelling your compliance under the Declaration. In order to avoid further legal action and/or additional attorneys' fees and costs, you are hereby demanded to make full payment in the amount of \$1,195.39, which shall be made by submitting a cashier's check or money order made payable to "The Association Law Firm, PLLC," and must be received by this office on or before April 11, 2016. Should you fail, refuse, or neglect to timely forward the full payment as required, the Association will pursue all remedies available to it at law and in equity (inclusive of filing suit) in an effort to compel your compliance, and additional attorneys' fees and costs may accrue as a result thereof.

Sincerely,



Mark T. Dlugokiński

MTD / rbs



135 W. Central Blvd., Suite 1150
Orlando, Florida 32801
☎ 407-992-8812 ☎ 407-903-1470
🌐 www.associationfirm.com

March 15, 2017

Via Certified Mail / Return Receipt

7015 1660 0000 5498 4602

Via First Class Mail

Pham
Drive
Orlando, Florida 32829

Re: Chickasaw Trails Homeowners Association, Inc. – Drive
Violation – Failure to Pay Attorney's Fees and Costs

Dear Sir or Madam:

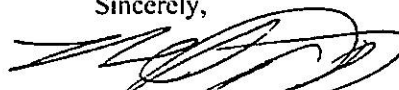
AS YOU ARE AWARE, THIS FIRM REPRESENTS CHICKASAW TRAILS HOMEOWNERS ASSOCIATION, INC., (THE "ASSOCIATION"), IN CONNECTION WITH ITS EFFORTS TO COLLECT MONIES DUE BY YOU TO THE ASSOCIATION. AS SUCH, THE FIRM IS DEEMED A DEBT COLLECTOR PURSUANT TO FEDERAL LAW, AND ANY INFORMATION OBTAINED WILL BE USED IN FURTHERANCE OF ITS COLLECTION EFFORTS ON BEHALF OF THE ASSOCIATION.

The Association previously forwarded written demands regarding your violation(s) of the Declaration due to your failure to maintain your Lot located at Drive ("Lot"). Specifically, you failed to maintain the lawn and landscaping (inclusive of the sod thereon) in a good, clean, attractive and sanitary condition. The Association has advised that, pursuant to such demands, you have cured the violations; however, as of the date hereof, you continue to fail and refuse to reimburse the Association for its attorneys' fees and costs incurred in obtaining your compliance.

Pursuant to the Declaration and to §720.305, Florida Statutes, you are liable for the Association's attorneys' fees and costs incurred in enforcing the Declaration against your continuing violation(s) thereof. However, despite prior demand for payment of attorneys' fees and costs, and your liability under the Declaration and Florida law for the same, as of the date hereof, you have failed and refused to make such payment. Your failure and refusal to pay the Association's attorneys' fees and costs incurred constitutes a continuing violation of the Declaration and, as such, further attorneys' fees and costs have accrued for which you are liable.

Accordingly, this correspondence serves as your final notice that you shall, within fifteen (15) days of the date hereof, forward to the undersigned at the above-stated address, payment in the amount of **\$1,525.33**, made payable to "The Association Law Firm, PLLC." Should you fail, refuse, or neglect to timely forward the full payment demanded herein, be advised that the Association will pursue all remedies available to it at law and in equity, inclusive of filing suit, in an effort to compel your compliance, and that additional attorneys' fees and costs may accrue as a result thereof.

Sincerely,



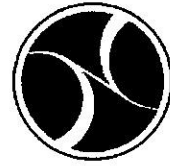
Mark T. Blugokienski

MTD / rle

Exhibit J

DHN | Attorneys

3203 Lawton Road, Ste. 125
Orlando, FL 32803
Phone: (407) 269-5346
Fax: (407) 650-2765
www.HOALawOrlando.com



October 17, 2018

VIA U.S. CERTIFIED MAIL
& VIA U.S. REGULAR MAIL

av [REDACTED] Pham
[REDACTED] Dr
Orlando, FL 32829

RE: Chickasaw Trails Homeowners Association, Inc. ("Association")
av [REDACTED] Pham - [REDACTED] Dr Orlando, FL 32829
E-PAYMENT ID: A1-E206D4

NOTICE OF DELINQUENCY & DEMAND FOR PAYMENT OF FEES

This letter is an attempt to collect a debt and any information obtained will be used for that purpose. If you dispute this debt in any way, please contact me in writing, within thirty (30) days of the date of this letter, otherwise the debt will be presumed to be valid. If you dispute the validity of the debt, or any portion thereof, verification will be provided upon your written request. Also upon your written request, i will provide you with the name and address of the original creditor if it is different from the current creditor

Dear Sir and/or Madam:

This Firm serves as legal counsel to Association within which your property at [REDACTED] Dr ("Property") is located. As you are aware, your Property was in violation of the Association's governing documents. As of the date of this letter, our records indicate that the violation(s) has/have been cured and your Property is currently compliant. However, an outstanding balance remains on your records and your file will remain open until such balance has been paid in full.

Pursuant to the Declaration and Chapter 720, Fla. Stat., due to the necessity of our involvement, you are obligated to reimburse the Association for all attorneys' fees and costs incurred in enforcing the provisions thereof. As such, in addition to bringing your Property into compliance, you must to make payment of **\$1,761.27** within **thirty (30) days** from the date of this letter. You must pay this amount by submitting a check payable to "DHN Attorneys" to 3203 Lawton Road, Suite 125, Orlando, Florida 32803 or by visiting our E-Payment Portal at www.HOALawOrlando.com and entering your E-Payment ID above. Should you fail to comply as herein demanded, the Association may pursue any and all remedies available to it at law or in equity, at which time you may be responsible for additional attorneys' fees and costs.

Sincerely,

/s/ Ryan Fong

Ryan Fong, Esquire