

South Fork of Hillsborough County Homeowners Association, Inc.
c/o DLG Management Services
406 N Hubert Avenue, Suite 102
Tampa, Florida 33609
813-254-1600

NOTICE OF VIOLATION AND NOTICE OF INTENT
TO TAKE ABATEMENT ACTION

July 26 2026

FIRST CLASS MAIL AND
CERTIFIED MAIL RETURN RECEIPT REQUESTED

Hon JV III Titleholder, LLC
1900 Preston Road, Ste. 267-217
Plano, TX 75093

Re: Notice of Violation and Notice of Intent to take Abatement Action
Property Address: 10533 Opus Drive, Riverview, FL

Dear Homeowner:

South Fork of Hillsborough County Homeowners Association, Inc. (the “Association”) is charged with the responsibility of administration, operation, and maintenance, and compliance of the Declaration of Covenants, Conditions and Restrictions for South Fork of Hillsborough County Homeowners Association, the Articles of Incorporation for South Fork of Hillsborough County Homeowners Association, Inc., the By-Laws of South Fork of Hillsborough County Homeowners Association, Inc., (collectively the “Governing Documents”) and the Association’s rules and regulations, as each may be amended from time to time (collectively, along with the Governing Documents, referred to as the Association’s “Restrictions”); to preserve and protect the property values and residents’ enjoyment of the community. In keeping with this responsibility, the Association and management routinely review the use and condition of the community to ensure compliance with the Restrictions. In keeping with this responsibility, the Association and management routinely review the use and condition of the community to ensure compliance with the Association’s Restrictions.

It has been observed that the Property is not being maintained in compliance with the Association’s Restrictions. Specifically, you (or the occupant, tenant, guest, invitee, or licensee, if applicable) need to perform the following:

1. Lack of mow, edge, bush trimming

The current condition of the Property is in violation of Article IX of the Declaration, as well as Section 2.2 of the Association's Architectural Standards and Community Criteria, which provides in pertinent part as follows:

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 1. Owner's Responsibility. Each Owner shall keep and maintain the building improvements, including Dwelling, and landscaping located on that Owner's Lot in good and presentable condition and repair consistent with the approved plans therefor, and shall otherwise keep such Lot and all improvements located thereon in neat and attractive condition. To the extent not included in the areas required to be maintained by the Association pursuant to Section 4 of this Article, each Owner shall, at that Owner's expense, grass over, mow and keep free of trash and debris, on a routine basis, those portions of the Master Surface Water Management System located on that Owner's Lot (whether or not included in a platted drainage easement). When required, major repairs to, and major maintenance and reconstruction of, components of the Master Surface Water Management System will be performed by the Association, at Common Expense. Each Owner shall grass over, mow and keep free of trash and debris, on a routine basis, the unpaved portion of any platted street(s) abutting the Owner's Lot. Each Owner shall be responsible for the maintenance, operation and repair of the swales on the Owner's Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited.

Landscape maintenance shall include without limitation irrigation, fertilization, weeding, mowing, trimming, spraying for insects and disease, and periodic replacement of damaged or diseased plantings.

2.2 General maintenance:

1. All landscaped areas, front, sides, and rear, shall be properly maintained on a regular and ongoing basis, including the care of trees, shrubs, annuals, sod and irrigation systems.
2. Lawns must be mowed regularly to maintain a uniform height and look and shall not exceed 10" in height.
3. During the months of April through October, mowing/edging shall be completed weekly. For the months of November-March, mowing/edging shall be completed bi-monthly.
4. Edging of curbs, sidewalks, driveways and landscaping beds shall be regularly performed at each time of cutting. Edging and cutting along the sidewalk abutting a Lot and between the sidewalk along a Lot and the roadway is Owner responsibly.
5. Clean edging is required for all lawn areas abutting or meeting the curbing, sidewalks, driveways, the Dwelling, garage, plant beds, pool equipment, porch/lanai foundations, utility boxes fences, etc.

6. Shrubs must be routinely trimmed to an even height and shall not extend onto the sidewalk or road.
7. Leaves, plant trimmings and grass clippings must be swept/blown away from sidewalks, streets, and driveways after each cutting. No leaves, plant trimmings or grass clippings may be blown into the street, sidewalks, or drainage area.
8. Weeds must be removed from lawns, plant beds, curbs, sidewalks and driveway cracks and regularly treated to prevent and minimize re-growth.
9. Landscaping beds should be mulched and maintained. Mulching must be periodically replenished.
10. Lawns should be on a regular fertilization program to promote health and color.
11. Diseased grass and weeds must be immediately treated and/or replaced within sixty (60) days and may not affect neighboring lawns.
12. Portions of the backyard of a Lot which are not visible from the street, perhaps being behind a fence, should be kept in good condition and shall not create an eyesore or nuisance to adjacent homeowners or become a habitat for pests or rodents.

This correspondence serves as a reminder to correct the violation noted above and bring the above referenced property in compliance with the Restrictions. The Association requests your compliance by correcting the above item(s) within fifteen (15) days of the date of this letter.

You may submit written documentation of your correction of this matter; however, your failure to respond in writing will be deemed a waiver by you of any and all rights to additional hearings on this matter. We sincerely hope your prompt attention to this matter will eliminate the necessity for further action. The enforcement of the Association's Restrictions is to ensure our community standards are maintained and therefore your cooperation and support is appreciated.

Please note, failure to correct the outstanding violation may result in subsequent action by the Association as provided in Article XIV, of the Declaration.

Additionally, the Association has an easement and right to access the Property to perform the necessary maintenance, in accordance with Article VIII of the Declaration, which continues to provide in pertinent part as follows:

The Association shall have the right but not the obligation to provide exterior repair and maintenance on any Lot or any improvement thereon in the event of default by any Owner in the duties hereby imposed. Prior to performing repair or maintenance on any Lot, the Board shall determine that there is need of repair or maintenance and such need detracts from the overall appearance of the Property. Except in emergency situations, prior to commencement of any work, the Board must furnish written notice to the Owner to the effect that, unless specified repairs or maintenance are commenced within fifteen (15) days after the mailing of the notice, and thereafter diligently pursued to completion, the Association may procure said repairs. Upon the Owner's failure to commence timely and to diligently pursue the repairs or maintenance, the Association and its agents or employees shall have the right to enter in or upon the Lot and the exterior of any improvement thereon

to perform the repairs or maintenance specified in the notice. In this regard, the Association shall have the right to do such things as, but limited to, paint, repair, replace and care for pools, pool enclosures, roofs, gutters, down spouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, shoreline maintenance, and removal of debris which in the opinion of the Board detracts from the overall beauty and setting of the Property. Declarant, the Association, and their respective agents and employees, shall have no liability to the Owner or any occupant or guest for trespass, or damage or injury to property or person as the result of actions taken hereunder unless caused by gross negligence or intentional wrongdoing.

Section 2. Assessment of Cost. The cost of any work performed by or at the request of the Association pursuant to Section 1 shall be assessed as an individual assessment against the Owner of the Lot upon which such work is done

Section 3. Access. In order to perform the repairs or maintenance authorized by this Article, the agents or employees of the Association may enter upon any Lot and the exterior of any improvement located thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time.

Therefore, in the event compliance is not completed as required above, the Association will, in accordance with Article VIII of the Declaration, exercise its right to take abatement action to remedy and correct the outstanding violation. Any and all costs associated with this action, including attorney fees and court costs (if any), shall be your responsibility and shall be assessed against the Property.

Therefore, this correspondence shall further serve as the Association's **DEMAND and NOTICE** that, in the event you fail to perform the necessary maintenance, repair, or replacement at the subject Property, as requested above, the Association will enter your Lot during reasonable hours for the purpose of addressing the outstanding violations. As such, the Association will be entering the Property on or after August 11, 2026 between 8:00 am and 5:00 pm, to perform necessary inspections and maintenance from this notification on.

We appreciate your cooperation and support in our efforts to enforce the Association's Restrictions and ensure that our community standards are maintained. If you have questions, comments or wish to respond to this letter, please do so in writing to the Board of Directors c/o: Diane Lee, Community Association Manager at 406 N Hubert Avenue, Suite 102, Tampa, Florida 33609 or via email at: dlee@dlgmt.com.

On behalf of the Association, we wish to thank you in advance for your prompt attention to this matter. As always, your anticipated cooperation is appreciated.

Sincerely,

Board of Directors for South Fork of Hillsborough County Homeowners Association, Inc.

***This correspondence was also posted on the Property on _____.**