

THE
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October 5, 2020

Valued Homeowner

Re: Yacht Cove Property Owner's Association, Inc. Encroachment

Dear Homeowner,

Our office represents Yacht Cove Property Owner's Association Inc. ("Association") regarding encroachments on land within the Association that is consider Common Property. If you are aware of an encroachment onto the common property of the Association, please notify the board of directors in writing. Upon receipt of the complaint, the Board of Directors will determine whether the complaint has merit and action needs to be taken.

The association has the authority to address any encroachments directly. Please see *Section 8-3, titled "Power and functions of the Association,"* of the Declaration of Covenants Conditions and Restrictions for Wyndemere Owners Association, now known as, Yacht Cove Property Owner's Association, Inc. ("CCRS") the *"Association shall have and may exercise any right or privilege given to it expressly in these Covenants."* As well as, *Section 6-7, titled "Enforcement" states, "The Association also retains an easement and license to enter upon any part of the Property, after reasonable notice, to engage in such repair, maintenance, upkeep or reconstruction as may be necessary to enforce compliance with this Declaration, and the full cost of such maintenance, repair, upkeep or reconstruction shall constitute a lien up the site and shall be a personal obligation of the Property Owner in accordance with Sections 13-1 and 13-4."*

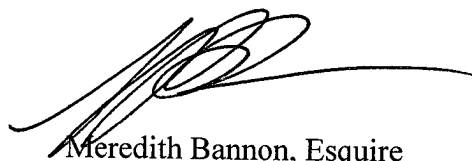
The Board of Directors, backed by the powers provided to them in the CCRS sections above and in *Section 13-4, titled "Enforcements Remedies"*, will take the necessary action

required to remedy a violation of the Covenants, to “(a) to prevent such unlawful erection, constructions, reconstructions, alteration, repair, conversion, maintenance or use; (b) to retrain, correct or abate such violation, or breach of the Covenants; (c) to prevent the occupancy of said building, structure or land; (d) to prevent any act, conduct, business or uses which is in breach of the Covenants; or (e) to compel any affirmative act which pursuant to the Covenants “shall” be performed.”

Homeowner’s found to be in violation of any encroachments will be notified and asked to remedy the violation at their own cost. Failure to do so, will result in the Association correcting the violation. Any expense incurred by the Association will be charged to the offending homeowner’s account.

If you have any questions regarding this matter, please contact our office at (843) 815-4505.

Sincerely,

A handwritten signature in black ink, appearing to read 'MB', with a long horizontal flourish extending to the right.

Meredith Bannon, Esquire

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