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March 22, 2016

**VIA U.S. MAIL AND CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**  
**# 7015 1730 0002 4148 8508**

Karen Durrett  
2401 Bayshore Blvd., Unit 702  
Tampa, FL 33629-7378

Re: Harbour House of Tampa Condominium Association, Inc./Alterations to Unit 702

Dear Ms. Durrett:

Please be advised that this firm represents Harbour House of Tampa Condominium Association, Inc. (the "Association").

Article XIX of the Association's Declaration of Condominium states as follows, "No owner of a Unit shall permit there to be any structural modifications or alterations in such Unit without first obtaining the written consent of the Association which consent may be withheld in the event that a majority of the Board of Directors of the Association determine in their sole discretion that such structural modifications or alterations would adversely affect or in any manner be detrimental to the Condominium in part or in its entirety."

You are in violation of the above referenced provision of the Declaration because you have undertaken structural modifications and alterations of your Unit without first obtaining the written consent of the Association. You have undertaken a project in the Unit whereby you have removed the prior floor covering in your Unit and have grinded down into the concrete floor of your Unit in order to add chemicals to the concrete to create a faux marble finish on the floor. The concrete floor is a common element of the Association and is a load bearing structural member of the condominium building. Grinding down into the floor creates an imminent risk of structural failure of the floor, placing the Association's members at unreasonable and unacceptable risk of injury. As evidence of the damage done, cracks and fissures have already begun to appear in the concrete floor. These cracks and fissures were not present before the work began on your Unit.

Section 718.113(2)(a), Florida Statutes, provides that "there shall be no material alteration or substantial additions to the common elements or to real property which is association property, except in a manner provided in the declaration as originally recorded or as amended under the procedures provided therein. If the declaration as originally recorded or as amended under the procedures provided

therein does not specify the procedure for approval of material alterations or substantial additions, 75 percent of the total voting interests of the association must approve the alterations or additions.”

You are in violation of the above referenced provision of Chapter 718 of the Florida Statutes because you have carried out a material alteration to the common element without first obtaining the approval of 75 percent of the total voting interests of the Association.

Section 718.111(5)(a), Florida Statutes, provides that “the association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to the common elements or to a unit.”

You are in violation of the above-referenced provision of Chapter 718 of the Florida Statutes because you have refused to allow the Association to access you Unit.

**This letter shall serve as the Association’s final demand that within THIRTY (30) DAYS of the date of this letter, you must cease all alterations of your Unit and commence to restore the floor of your Unit to its condition prior to when you began alternations on your Unit. After the floor of your Unit is restored to its prior to condition, you must obtain Association approval prior to undertaking any further alterations or modifications.**

**Be advised that if you do not comply with the Association’s demand within THIRTY (30) DAYS of the date of this letter, the Association will file a Petition for Arbitration with the Florida Department of Business & Professional Regulation, Division of Florida Condominiums, Timeshares and Mobile Homes. You will be required to fully participate in the arbitration. As the prevailing party in the arbitration proceeding or any other legal action, the Association will be entitled to an award of attorney’s fees and costs against you.**

Without your full compliance, this process will continue to move forward and the attorney fees for which you will be obligated to reimburse the Association will accelerate significantly. If you fail to comply with the demands contained in this letter, the Association will continue to pursue all legal and equitable remedies against you that the law allows.

The Association’s Board of Directors is required to enforce all provisions of the Declaration, and the Board will not hesitate to do so in this matter. Your prompt attention is required.

Yours very truly,

A handwritten signature in blue ink, appearing to read "D. Lopez", is written over the typed name.

David J. Lopez, Esq.

James R. De Furio, P.A.

For the Firm

Enclosures