

MILAM HOWARD
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January 26, 2024

VIA EMAIL

Christopher C. Cathcart, Esq.
Cathcart Law Group, P.A.
225 South Westmonte Drive, Suite 1160
Altamonte Springs, Florida 32714

Re: *Live Oak Estates Homeowners Association, Inc.*

Dear Mr. Cathcart:

This firm represents Intervest Construction of Orlando, Inc. (“Intervest”). Please direct any future correspondence to my attention. I am in receipt of your letter dated November 10, 2023 outlining eleven requests made on behalf of your client, the Live Oak Estates Homeowner Association, Inc. (the “Association”). I write to address each in turn.

First, the Association asks that Intervest “pay the contractors selected by the Association to perform” several specified scopes of work. Please be advised that Intervest has, since the issuance of the March 2023 UES Report, performed much of the work referenced in your letter, including making repairs to sidewalks, curbs, gutters, and storm structures. With regard to the request for a geo-technical evaluation of the swale, Intervest respectfully declines to undertake such an evaluation given that the notes included on the Live Oak Estates plat recorded on October 21, 2005 in Orange County, Florida Plat Book 63 at Page 55 *et seq.*, recite that the responsibility for the “environmental swale within the easement is that of the lot owners.” Concerning the request for road repaving, the funds to accomplish that work have already been collected and reside in the Association’s reserve accounts.

The Association’s second and eleventh requests both seek information related to those reserve accounts maintained for the benefit of the Association. In response to these requests, I refer you to J.R. Krisanda with Specialty Management Company. Mr. Krisanda serves as the Community Association Manager for the Association and is in possession of the Reserve Studies commissioned by Intervest on behalf of the

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Association as well as the records reflecting the existence and amounts contained in the Association's reserve accounts.

The Association next asks that Intervest bear the cost to amend the Covenants and Restrictions owing to perceived "legal and financial liabilities" attendant to the creation of a "gated community within a non-gated community." I am not aware, and you do not provide, any justification for this third request and, Intervest respectfully declines to assume responsibility for any decision by the Association to modify its governing documents.

Concerning the Association's fourth request that Intervest provide evidence of the Association's consent to Intervest's expenditures of maintenance account funds, I again refer you to Mr. Krisanda to obtain the Association's meeting minutes. Specifically, as will be reflected in the minutes of the Association's annual meetings, you will find that the Board of Directors annually passed and approved Association budgets that reflect the referenced expenditures.

Likewise, with respect to the Association's fifth request for certain keys to various common elements, I direct you to Mr. Krisada who maintains possession and control of the requested keys.

The Association next asks that Intervest bear the cost to install additional streetlights. As with the third request, this request comes without even an ostensible justification for its inclusion in your letter. Intervest declines to undertake the performance of this work.

As to the Association's seventh request regarding annual audits, Intervest was meticulous in its accounting of Association funds during the time when it controlled Live Oak Estates. Intervest is confident that any audit performed now at the Association's expense will bear out the confidence Intervest has in its management of Association funds.

In response to the Associations' eighth request, Intervest disagrees with the implication that it had any obligation to provide a detailed inventory of the records it provided to the Association. That disagreement notwithstanding, Intervest does

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maintain a list of the records delivered to the Association and will provide a copy of that list to you under separate cover.

In the Association's ninth request, it asks that Intervest bear the cost the Association incurs to hire "an accountant to consult with the IRS prior to submitting" the 2016-2021 tax returns that were delivered to Georges Haddad on August 10, 2023. Because you offer no theory to support any concern that the Association would not be permitted to file the Form 1120 tax returns provided to Mr. Haddad, Intervest declines this request.

Regarding the Association's tenth request, *i.e.*, for information related to claims the Association may have against [redacted] for unpaid assessments, please be advised that Intervest, on behalf of the Association, filed multiple liens against [redacted] real property. Copies of the liens are enclosed herewith. To the extent the Association wishes to pursue a foreclosure of those liens, I trust you will be able to provide it with counsel on how to proceed with such an action.

Finally, the threat of litigation in the concluding paragraph of your letter is gratuitous and unappreciated. Intervest, consistent with its stellar reputation as a developer and homebuilder in Northeast Florida, has been diligent in the performance of its obligations as both. Intervest expended tremendous resources to provide the residents of Live Oak with a community that it hopes they will enjoy for decades to come. In that spirit, after you have had the opportunity to review this correspondence, I am happy to coordinate a phone call to address any remaining questions.

Very truly yours,



W. Braxton Gillam, IV

WBG:sp

Attachments