

July 26, 2022

VIA E-MAIL & FEDEX

Attn: Robert Baum
Indian Hammock Hunt and Riding Club
32801 US HWY 441 N.,
#400
Okeechobee, FL 34972

With a copy to:

Attn: Joann Nesta N. Burnett
Becker & Poliakoff
1 East Board Blvd.
Suite 1800
Ft. Lauderdale, FL 33301

Re: *Email Received July 19, 2022, from Robert Baum of Indian Hammock Hunt & Riding Club Inc.*

Dear Mr. Baum:

Please let this letter serve as my response to your email, and included attachments, which I received on July 19, 2022 at approximately 2PM ET (“the Email”).

As you are no doubt aware, the Indian Hammock Hunt & Riding Club, hereinafter referred to as (“IH”) has an extensive history of selective enforcement of the Book of Rules, Bylaws, and Declaration of Restrictions, hereinafter collectively referred to as the (“Association Documents”) and regularly abuses its authority. It’s well documented that IH has made baseless accusations and void rulings against me over the past nine (9) years, which were ultimately disputed. To date, neither I, nor my attorneys have waived any claims, assertions, allegations, damages, or otherwise that we have against IH for any action or allegations made by IH, its board members, officers, managers, or agents, whether in their representative capacity or individually.

I must restate certain egregious behavior by IH over the past nine (9) years, which includes, but is in no way limited to the following, which have all been documented through years of correspondence; (1) disseminating false information about me, to the public, through the “Hammock Herald”; (2) assessing fines exceeding those amounts allowed under the Association Documents, solely to “teach me a lesson” as stated by a certain board member; (3) failing to maintain or repair Common Areas, existing immediately surrounding my property, despite repeated notices, requests, and being supplied a plat and survey illustrating the outline of my property, to frustrate the use of my property (which remains unmaintained to this day, despite years that have passed); (4) trespassing on my property to remove personal property, without my consent, to be utilized by an IH employee; (5) IH representatives trespassing on my property to improperly discharge a firearm, which is a violation of the Association Document, to kill hogs, which were on my property, then leaving the carcasses to bleed and rot in the sun, despite the fact it is common knowledge that I run an animal sanctuary¹, (6) fining me under the association documents, without notice, for the unproven, and alleged conduct of an

¹ Monday, March 1, 2021, a member of Indian Hammock was alleged to have discharged a firearm in “the Common area west of the horse stables...just before sunset.” Ms. Steinruck continued,

“This type of behavior is very dangerous and will not be tolerated. We feel that it needs to be handled ASAP. We are a community of pilots, shooters, hunters and horseback riders. All of which can be considered dangerous. Everyone must follow the rules so we can continue to live together safely.”

entity, which does not own Property within IH, nor bound by the Association Documents; (7) constant deactivation of gate access cards, without notice or cause, and refusal to provide access cards, which I am entitled to under the Association Documents, solely because “you have enough cards” per the IH Manager; (8) the failure to follow through or respond to any complaints filed by myself to IH; (9) creating and instituting rules, IE: banning Class II and other animals as defined by the FWC shortly after, and **only after** I stated I considered rescuing Class II animals; as direct retribution, which specifically targets me; (10) threatening and accusing me of violating the Association Documents related to my bees and apiaries, despite the fact other owners also maintained bees in an illegal manner, then rushing to institute new rules in the Association Documents specifically targeting my property and activities, and ignoring other owners’ violations; (11) assessing fines without notice or cause, in violation of Association Documents; and (12) misapplying and selectively enforcing those Association Documents to specifically target me, with actual malice, or at the very least, gross negligence, in order to frustrate and prevent the enjoyment of my property.

As stated in my numerous letters over the past nine (9) years, and specifically in that correspondence dated March 17, 2021, “all I want is for the association to treat me the same as everyone else and to apply all rules equitably to every member in [IH]. Instead, Indian Hammock actively impairs the use of individual’s rights and intentionally berates those it chooses to harass...Unfortunately, the entire dispute arises from a number of individuals who appointed themselves as acting judge and jury, only prosecuting those that share differing views and opinions, rather than equitably applying the rules against those who violate the rules. Instead of being neighborly and doing what is best for Indian Hammock, the association and board of directors repeatedly intimidates and torments individuals who don’t fall in line with their demands. The board of directors and association is only supposed to govern and maintain the community and if there are disputes it is not qualified to address, to take it to outside professionals or refer the issue to a Court of competent jurisdiction to properly address disputes between members rather than making an improper or illegal ruling without cause or evidence.”

As is evident by the above and by the Email, years have passed and IH still suffers from the same issues as before. This is obviously a culture issue within the board and its management, and substantial changes to the management and organizational structure of IH are required. It is patently clear, by its own conduct, that IH and its representatives have no understanding of property law, or the law in general, which are necessary to serve on the board or enforce the Association Documents. Either the board and management are ignorant of the rules, or they are intentionally ignoring and misapplying the rules to fit their own agenda to torment those owners it disagrees with or dislikes on a personal level. The email from the IH manager dated July 19, 2022, is further evidence that the current board members and the manager either haven’t read or don’t understand how to read the Association Documents. This intentional disregard of the Association Documents, despite repeated notice of their inability to read and understand the Association Documents illustrates the board and manager’s intentional and blatant discrimination against me.

Per the Email, Mr. Baum states that “At the Board meeting held this past Sunday the 17th of July, on the agenda was the issue with you and another member of Indian Hammock involving a speeding incident that occurred on the 21st of May of this Year.” “The Board took this matter up and fined you \$100.00 for the speeding incident.” “As in our Declarations of Restrictions, see below, you have the right to contest the board’s action. Below are the steps for

During the Special Meeting on March 6, 2021, a discussion was conducted regarding the above referenced incident. During the meeting it was disclosed that there was a witness, a Mr. Mike Dinnen, who “witnessed the event and created a video recording of the incident. On the video the member stated that he was shooting at a hog.”

The above referenced situation is nearly identical to another situation that has been brought to the attention of Indian Hammock on a number of occasions. As is well documented, Mr. Robert Baum discharged a firearm, with several witnesses present, several times, both within the Common areas and on Private Property owned by myself, without my consent. Mr. Baum was also shooting at hogs, and actually shot and killed several hogs and left the bleeding carcasses to rot on my property, in plain view, at the start of my driveway. There were several witnesses to this incident as well. Mr. Baum had no actual knowledge as to who may or may not have been present or in danger of the unauthorized discharge of a firearm since the shooting occurred less than one hundred (100) feet from my house, in the direction of my property and house, with no knowledge or care as to who was on the property or within the residence at risk of the shooting. When we confronted Mr. Baum regarding the unauthorized discharge of his firearm and unnecessary killing of animals on my property, Mr. Baum responded, knowing that I operate and manage an animal sanctuary, which rescues abused and unwanted animals, including swine, by saying, “What did you want me to do.” Then Mr. Baum proceeded to leave the bleeding carcasses outside the main entrance to my property and home.

contesting the Boards actions.” Following this statement are irrelevant or misapplied sections of the Association Documents.

As a preliminary matter, not only did IH violate the Association Documents by not providing the required notice, it also failed to follow the procedural rules and failed to apply the correct substantive rules.

First, IH quotes Article X, Section 2 which states, in pertinent part, “No owner shall cause, or permit the existence of a hazard on the Property. A hazard is any action or condition which has created a danger or risk of personal injury or property damage, including, without limitation, ...reckless operation of a vehicle.

IH underlined the clause, “reckless operation of a vehicle” in Article X, Section 2, implying that the Board of Directors and/or Manager of IH saw me driving in a manner that was so reckless that it created a danger or risk of personal injury or property damage. To date, no photographs, video, written and signed statements, or any other evidence has been provided showing I was driving a vehicle, on any given date, at a certain speed, or in a reckless manner. On its own, the fact the board and manager have no substantive evidence of any wrongdoing makes the decision void. Notwithstanding, the above, the decision is void for several additional reasons discussed below.

Second, IH quotes Article XI, Section 2, which states, in part, “in the event of any such violation, the club ... may levy reasonable fines, ... with a single notice and opportunity for hearing, except that no such fines shall exceed \$1,000.00 in the aggregate for any single violation. **A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for hearing before a committee of at least three owners appointed by the Board who are not officers, directors, or employees of the club, or the spouse, parent, child, brother or, or sister of an officer, director, or employee. If the committee, by majority vote does not approve a proposed fine or suspension, it may not be imposed.** Further, Section 3 emphasizes and clarifies IH’s requirements to provide notice to an owner of any violation of the restrictions, by stating that the notice shall be in writing and shall be delivered or mailed to the owner at the address shown on the tax rolls of Okeechobee County, Florida.

Interestingly, the manager and board were aware of the fact that, if IH wanted to try and assess a fine or penalty against me for conduct the board and/or manager determined to be a violation of the Association Documents, it was to provide me with notice, as outlined in Section 3 of Article XI. However, IH failed to provide said notice or any notice whatsoever.

Consider the following;

- 1) The Email on July 19, 2022, is the first I received any form of communication directly from IH or its representatives regarding the speeding issue,
- 2) After years of issues and disputes created by IH, IH is clearly capable and aware of the different methods of contacting me. IE: IH could have:
 - a) contacted my attorneys, either via email, fax, or phone
 - b) sent me an email telling me about the original allegation, as it did by informing me of the conclusion of the “hearing”
 - c) called my office,
 - d) sent a letter to my office, which is where invoices are provided on a regular basis.

However, 3) instead of doing any of the above, which would indicate that IH was interested in resolving a dispute based on the merits of the allegation, (which is supposed to be the purpose of a hearing and is the fundamental principal of Law) by alerting me, albeit with improper service, IH decided to try and slip-through, what would equate to a judgement against me. The worst part of the Email and issue regarding notice is the fact that Mr. Baum had the audacity to email me the “resolution” found by the board but IH couldn’t be bothered to email me or my attorneys during any other part of the process. If this hypocritical and coercive conduct wasn’t so egregious and outrageous, the blatant disregard of the rules would almost be comical.

Emphasizing the above, I never received any letters required under Section 3, and the attachment from the Email, which allegedly informs me of the board’s finding as well as my appeal rights, (which it fails to do) also contains the improper address for Notice purposes. This fact needs to be reiterated. Per Section 3 of Article XI, ... IH must provide me with “Notice ... of any violation of any one of these restrictions... **in writing ... delivered or mailed to the owner at the address shown on the tax rolls of Okeechobee County, Florida,** which IH did not do. As such, let this letter serve as a demand for Mr. Baum to testify under oath that he provided notice, via USPS certified mail as was represented to

the board of directors and the Hammock Herald, to me regarding the violation notice and my rights to be heard in front of a committee of impartial owners.

Worse still, per Mr. Baum's email, and per Section 2, there must be "an opportunity for hearing before a committee of at least three owners appointed by the Board who are not officers, directors, or employees of the club, or the spouse, parent, child, brother or, or sister of an officer, director, or employee. If the committee, by majority vote does not approve a proposed fine or suspension, it may not be imposed." Per the Email, **"the board took this matter up and fined [me] \$100.00 for the speeding incident."** Demand is hereby made to provide the names and information of the persons who comprised this committee of owners, which specifically excludes "officers, directors, or employees of the club, or the spouse, parent, child, brother or, or sister of an officer, director, or employee." However, I am already aware, based on the Email, and that August issue of the Hammock Herald, that the committee was comprised of only Directors, in clear contradiction of this Article. In fact, Corey Miller, as Treasurer/Director, and Dave Bass, as First Vice President/Director, both voted in favor of the fine. Despite the Association Documents. Thus, the fine may not be imposed and the claim is void.

Also, if the manager and those directors and individuals who "took this matter up" are incapable of understanding the implication of exclusive language in a sentence, or simply cannot read the English language, or worse, read the above and disregarded the language anyway, then they should resign from their position, as it is patently clear they are unfit to perform their duties, due to an abuse of power.

Another reason the Email and the findings made by the board therein are void is due to the fact that the board should not and could not have made this determination under Article X. Ironically quoted in the Email by the manager, Article XIII states, **Any dispute involving two or more parties** and **not** primarily involving (1) title to a residential lot; (2) the levy or collection of any assessment; or (3) actions by the club under Article XI herein (a "Dispute") shall be settled in accordance with the terms of this article etc.

First, in the Email, Mr. Baum mentions that there "was the issue with you and another member of Indian Hammock involving a speeding incident," as such, this is a **"Dispute, controversy or claim arising out of or relating to this declaration of restrictions** or the rules or the breach or validity thereof **involving two or more parties."**

Second, the underlying "issue" as outlined in the Email regarding the accusation of speeding, does **not** primarily involve (1) title to a residential lot; (2) the levy or collection of any assessment; or (3) actions by the club under Article XI. The primary issue, as clearly stated in the Email specifically states, **"the issue with you and another member of Indian Hammock involving a speeding incident."** Thus, as the original speeding dispute was between two private member/Owners within IH, and is not primarily involving title to a residential lot, collections of assessments, nor IH's remedies against me, then the erroneous speeding allegation should have been brought by the other member mentioned in Mr. Baum's email and resolved per Article XIII. However, in direct contradiction to the Association Documents, Mr. Baum and IH, instituted improper hearings against me alleging that I violated Article X.

Thus, I am formally demanding proof, from the board as well as the manager, including any and all records that the requirements under Article XIII, were followed. It is patently clear that IH, its board and manager, did not follow the required procedure per the Declaration of Restrictions. Instead, the members of the board, including Mr. Miller, who moved to fine me, which compliments his history of selective enforcement of the rules and procedural and legal ignorance, decided, without any standing, that it was the board's duty to act as the judge and jury, to settle disputes between two unrelated members, on the board's own terms, despite the Association Documents. The conduct of the board and its manager is a textbook example of an abuse of power due to their unwillingness to follow the rules, and/or intent to selectively enforce the rules in any manner they see fit, despite the plain language of the Association Documents.

In sum, the Email, and the contents thereof, including the findings contained within the attachments are void as a matter of fact and law. IH, its board and manager violated procedural rules and misapplied substantive rules contained within the Association Documents and continue to abuse their positions. A dispute between two property owners, primarily arising out of a "speeding incident" should have been addressed per Article XIII or by the Sheriff's office, but it wasn't. Notice should have been given, but it wasn't. IH and its manager are aware of numerous ways to contact me but decided to stay silent until **after** their void ruling was made, which is when, conveniently, Mr. Baum and IH remembered they could email me. The board decided to improperly accuse me, without notice, of violating Article X, subjecting me to the remedies afforded to the Club in Article XI, which it is not entitled to in this instance. IH, the board, and manager, did not provide me with written notice of a hearing per the Association Documents, instead claiming notice was given via improper and ineffective means IE: allegedly asking the gate to hand me mail, after the hearing, mirroring

the Email, which is not permitted under the law or Association Documents. Again, IH couldn't even get the correct Notice address for the attachment in the Email despite the fact it sends me invoices every month. Notwithstanding the fact I was not provided with proper notice, the board of directors met, despite the fact the Association Documents explicitly prohibit directors etc., from being a part of the voting committee, where the directors fined me. Thereafter, I received the Email, which was drafted and signed by Mr. Baum, illustrating the manager's willful disregard and selective enforcement of the rules, informing me I was fined by "the board [who] took this matter up and fined [me] \$100.00 for the speeding incident" despite the fact Mr. Baum included language² supposedly quoted from the Association Documents, which directly and patently prohibits the board members from that very conduct.

The coercion and intimidation by the board and manager is so flagrant and undeniable, that the manager and board don't even try to hide the fact that the very documents they claim to rely on, and cite as authority, directly contradict their own decisions and statements. It is another example of blatant harassment and selective enforcement where IH continues to intimidate and fine me, when they know they have no authority or legal basis to do so.

As is clear from the above, and prior nine (9) years of egregious conduct, the board, manager, and other relevant agents of IH are incapable of serving or fulfilling the duties required by their positions. Those involved in this issue, whether the failure to provide notice, the directors moving/voting in favor of fining, or the manager's involvement should all resign. Their conduct creates increased liability for IH as a whole. Again, the board of directors, and its manager, have made me into a monster that has to fight and defend myself on a constant basis against baseless attacks created by a bunch of people who enjoy intimidating others. In the end, this cannot continue as there are numerous owners within Indian Hammock who have been singled out and targeted by the board of directors, its manager, and the association by way of its ignorance and willful disregard of the rules. The owners are pooling resources and evidence to either get a Court to find a resolution to the underlying problems or to dissolve the association. It is obvious the selective enforcement, targeted harassment, and abuse of power will not stop since it has been an ongoing issue for at least the past nine (9) years.

The idea that voluminous complaints and ongoing litigation, for different issues, exists due to improper conduct by the board and its manager is indicative that the current organizational structure and management has failed. It is incredulous that IH is managed and directed by persons that live within IH, who do not comprehend the rules, ignore the rules, and actively choose to deny their own ignorance. It is clear those persons involved in management of IH are incapable of effectuating the rules and procedures in the Association Documents. This failure to manage and direct IH per stated rules has caused an increase in assessments for all Owners, myself included (as I need to pay my own legal fees fighting IH for its improper conduct, in addition to paying assessments which have increased due to the additional costs incurred protecting the very board and manager who caused the problem in the first place.) It is astonishing that the board and its manager continue to selectively enforce, and blatantly disregard those Association Documents, which causes our costs of living to increase, yet no action has been taken to fix the issue.

To emphasize the point regarding selective enforcement, vis-a-vis singling out and issuing violation notices to individuals the board and manager do not like, while allowing others to violate rules without recourse, it is important to remember that the underlying issue in this case is an alleged speeding incident involving two private owners. Although no physical evidence of speeding, nor my involvement thereof, was produced, I was still deemed in violation of certain rules. Therefore, I hereby demand all members of the board as well as the manager to swear under oath that they have never driven over the stated speed limits on IH Property. If any owner, whether a board member, manager, or otherwise, has ever driven over the speed limit, or driven in any other reckless manner, or violated any other rule or covenant contained within the Association Documents, then per the board's current procedures, the manager and board members, must report these violations (including reporting their own violations) where the board must find these individuals (including themselves) guilty of violating the Association Documents, even if the accusation is only supported by hearsay. Unsurprisingly, the board and manager do not fine themselves despite the fact the manager (and members of the board) violate the Association Documents on a regular basis, which have been reported, where no further action was taken.

I recommend the board of directors, manager, and most of all, IH's legal counsel, review the matter in detail as it has provided me with yet another cause of action against IH, the board of directors, and manager. I would encourage one of two courses of action, 1) IH should hire no less than two (2) full time staff attorneys, specializing in association and property law, to handle all procedural and substantive matters, and to supervise all board and managerial conduct and

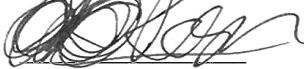
² "A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for hearing before a committee of at least three owners appointed by the Board who are not officers, directors"... and that "if the committee, by majority vote does not approve a proposed fine or suspension, it may not be imposed."

decisions, or 2) make the necessary accommodations to allow a neutral third party to manage the association and grounds of IH. It is commonplace for subdivisions and associations to be managed by a professional, independent third party who specializes in association and property management, rather than relying on individuals, with little to no prior experience, who live within the community they seek to manage, who will enforce and create rules to suit their own needs and bias.

Hopefully, either outsourcing the management of the association or hiring professionals to deal with these issues will prevent possible insurance cancelation and reduce the inevitable litigation costs stemming from the association's intentional discriminatory targeting of individuals. Further, the conduct of the board and manager are so egregious and beyond the scope of their responsibilities, that they may be subjecting themselves to liability in their personal capacity, rather than relying on IH to pay for those costs incurred to shield them from intentional wrongdoing.

Mr. Robert Baum, Mr. Corey Miller, Mr. David Bass, and all others involved should resign immediately, where IH should engage counsel to reevaluate IH's management and operations. Further, I expect a letter to follow shortly after this correspondence, formally rescinding the contents of the Email, including an apology, addressed to the correct address. If not, I would be more than happy to have a neutral third party review the facts regarding this latest act of selective enforcement and harassment.

Sincerely,



Ron Shoffet

CC Via Email

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