

AGREEMENT AMONG ASSOCIATIONS

(04/22/13)

THIS AGREEMENT AMONG ASSOCIATIONS (the "Agreement") made and entered into this 23rd day of April 2013, by and between East Lake Woodlands Community Association, Inc., a Florida not-for-profit corporation (the "Community Association") on the one hand; and East Lake Woodlands Condominium Association, Inc., a Florida not-for-profit corporation; East Lake Woodlands Condominium Unit Seven Association, Inc., a Florida not-for-profit corporation; and East Lake Woodlands Cypress Estates Condominium Unit Two Association, Inc., a Florida not-for-profit corporation (collectively the "Condominium Associations") on the other hand;

WITNESSED:

WHEREAS, the Community Association is, and has been for many years, the association solely responsible for the operation and maintenance of the various community facilities located within the East Lake Woodlands and The Woodlands On East Lake Road developments, which are two large country club developments located in the Northern unincorporated area of Pinellas County, Florida (collectively the "Community"); and

WHEREAS, the Condominium Associations are the individual associations charged with the statutory duty of governing and managing their respective condominium projects all of which projects are located within the Community; but for which membership in the Community Association is not mandatory; and

WHEREAS, access to the Community from adjacent public right-of-ways consisting of Tampa Road a/k/a State Road 584 and East Lake Road is provided for by seven separate manned or unmanned entrances (the "Entrances"); and

WHEREAS, included among the duties of the Community Association are to provide controlled access to the Community through the Entrances, two of which are manned by security personnel provided by and paid for by the Community Association and the remaining five of which are unmanned but which are equipped with rolling or raising barriers, which in turn are opened and closed by various electrical, optical, digital or electronic means such as cards or bar codes ("Devices") thus providing entry to the Community through these entrances to those having the use of Devices; and

WHEREAS, as a result of a dispute between inter alia the parties hereto, the Condominium Associations along with others, sued the Community Association in the Circuit Court of the Sixth Judicial Circuit, in and for Pinellas County, Florida, under Civil Case Number 96-5145-CI-15 (the "Gate Litigation"); and

WHEREAS, the Gate Litigation ultimately culminated in a Final Judgment entered therein on October 29, 1998, a copy of which is attached hereto as Exhibit "A" (the "Gate

Judgment") which in relevant part, required the Community Association to remove the existing barriers at two of the Entrances to the Community (the "Two Gates") and to allow the Condominium Associations free access through the Two Gates; and

WHEREAS, the Community Association has properly complied with all provisions of the Gate Judgment since its entry to date; and

WHEREAS, included among the stated purposes of the Community Association is to provide controlled access to the Community through the Entrances which the Community Association wishes to continue to provide; and

WHEREAS, in the over 14 year period since the entry of the Gate Judgment factual and legal circumstances have changed and the parties thereto and hereto have come to recognize the benefits to the individual members of the Condominium Associations (the "Condominium Members") of having Devices provided to them by the Community Association and as a result having access through all seven of the Entrances as such is presently available to all members of the Community Association but not to the Condominium Members none of whom are members of the Community Association and who are restricted to usage of the Two Gates only by virtue of not having usage of the requisite Devices; and

WHEREAS, the Community Association is willing to reinstall barriers at the Two Gates, at its sole cost, thereby enhancing the controlled access for the Community as a whole and to provide Devices to all Condominium Members at no cost or obligation to the Condominium Associations or the Condominium Members, provided that the Community Association has assurances, satisfactory to it, that such action will not violate the Gate Judgment; and

WHEREAS, the parties hereto wish to accomplish the foregoing by virtue of and pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, as well as the sum of Ten Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged by all parties, the parties hereto hereby mutually covenant and agree as follows:

1. INCORPORATION OF RECITALS.

All of the foregoing recitals are hereby incorporated herein by this reference thereto.

2. TERM.

The term of this Agreement shall commence on April 23, 2013, and shall cease and terminate on April 23, 2038; after which time, the term of this Agreement shall be automatically renewed and extended thereafter for successive periods of ten (10) years each unless a notice of termination is given by any party herein at least sixty (60) days prior to April 23, 2038, or at least sixty (60) days prior to the end of any such successive ten (10) year renewal period, thereafter as the case may be, after which, within thirty (30) days of the applicable term, the barriers at the Two Gates shall be removed so as to again allow free ingress, egress, and access through the Two Gates to the Condominium Associations and the Condominium Members and their guests and invitees in accordance with the Gate Judgment. The term of this Agreement shall be subject to the following:

(a) Termination For Cause. If any party fails, neglects, refuses or is unable at any time to observe, perform and fulfill any of the terms or conditions of this Agreement, during the effective term of this Agreement, then any other party may give written notice to the non-performing party requiring the non-performing party to remedy such breach; and, if at the expiration of thirty (30) days from such notice, the non-performing party fails, neglects, refuses or is unable to remedy such breach, then the party which gives the written notice may, by further written notice to the non-performing party, terminate this Agreement, except for those provisions which expressly survive; and the barriers at the Two Gates shall be removed so as to again allow free ingress, egress, and access through the Two Gates to the Condominium Associations and the Condominium Members and their guests and invitees in accordance with the Gate Judgment.

(b) Early Termination. Anything herein to the contrary notwithstanding if, at any time, the Community Association elects to terminate all controlled access to the Community and allow free access to the public to the Community through all Entrances, then this Agreement shall automatically cease and terminate, except for those provisions which expressly survive; and the barriers at the Two Gates shall be removed so as to again allow free ingress, egress, and access through the Two Gates to the Condominium Associations and the Condominium Members and their guests and invitees in accordance with the Gate Judgment.

3. DUTIES OF COMMUNITY ASSOCIATION.

The Community Association's duties hereunder generally shall be to provide access to the Community for the Condominium Members through all Entrances

identical in all respects to that access being provided by it to its own members at all times and all at no cost to the Condominium Members; provided nothing contained herein shall be construed so as to negate or revoke any existing access easements including, but not limited to, those access easements recognized in the Gate Litigation, all of which shall continue on in full force and effect except recognizing the permissible installment of the barriers at the Two Gates. Such duties shall include the following specifically:

(a) Subject to the provisions of Paragraph 3(c) infra, provide Devices to Condominium Members, at no cost, and with no unreasonable limit as to the number of Devices including, specifically one Device for each vehicle of each resident and the owner of any unit within each of the Condominium Associations, subject to the Community Association's customary requirements for Devices for all other Community residents which currently are proof of residency, driver's license and vehicle registration for each vehicle. In addition, currently all tenants are charged a nominal administrative fee for a Device intended to reflect the time required to monitor the ongoing entitlement of a tenant to a Device. A copy of a supporting lease must be provided in order to entitle any tenant to a Device. The Community Association shall provide a Device for each vehicle for any party designated by the record title holder of the Unit as a resident, it being acknowledged by the parties that some residents of Condominium Members' units are not tenants under a formal lease, for example, significant others, snow bird long-term guests, or other non-owner, non-tenant periodic residents. Devices shall be available no later than five (5) days from receipt of the written request for same to the Community Association.

(b) Provide, at no cost, Devices to the management agents and any on-site maintenance employees of the Condominium Associations.

(c) Distribute all Devices at an appropriate location to be determined by the Community Association within the Community for the initial distribution of such hereunder; and thereafter, Devices will be available on request either at the office of the Community Association's management company, by mail, and as are otherwise provided for its own members. The Community Association shall be entitled to charge Condominium Members requesting Replacement Devices its actual cost for the Replacement Device itself without any markup or fee associated with the distribution of the Replacement Devices. For purposes of this Paragraph only "Replacement Device" shall be defined as a Device that is sought for the same resident and same vehicle for which the previous Device was issued. The intent of this provision is that a resident or owner who purchases a new vehicle or whose original Device is defective or inoperable shall not be required to pay for the Replacement Device; however, a resident or owner who loses his or her Device or damages his or her Device through his or her own negligence shall be responsible for the cost of the Replacement Device.

(d) Insure that all Condominium Members, as well as all tenants, guests, and invitees of Condominium Members will continue to have ingress, egress, and access to the Community at all Entrances.

(e) Not require membership in the Community Association by the Condominium Associations or the Condominium Members or Condominium residents and not charge for the cost, repair, replacement or maintenance of any Community Facilities including, but not limited to, street lights, roads, gates, barriers (including, but not limited to, those installed pursuant to this Agreement) and drainage systems as are provided by or maintained by the Community Association, as all such matters are separate and distinct from and not a part of this Agreement and neither the Condominium Association nor the Condominium Members shall be responsible for such costs. The language of this Paragraph is not intended to absolve Condominium Members from any responsibility for any damages to the Community Facilities due to their own actions or inactions under the applicable law.

(f) The Community Association shall maintain the Two Gates in a closed position at all times ready to be opened, except in the event that either of the Two Gates is not functional due to mechanical or electrical failure in which event such shall remain open until they are repaired. In the event that either of the Two Gates is not functional due to such mechanical or electrical failure, the Community Association shall diligently act to restore the Gates to working order within forty-eight hours; and until such time as the Gates are functional the Gates shall remain open so as not to bar access to the Community as provided supra.

(g) The Community Association shall at all times maintain insurance coverage covering all claims arising out of or related to bodily injury and property damage in connection with the use, operation, maintenance and ownership of the Two Gates with limits of not less than \$1,000,000.00. The Community Association shall each year on such insurance coverage's renewal date provide the Condominium Associations with a certificate of insurance confirming the continuation of such requisite coverage;

(h) The Community Association shall indemnify, defend and hold harmless the Condominium Associations, the Condominium Members, together with their managers, officers, directors, attorneys, agents and employees from and against all claims, actions, losses, suits, expenses, and damages incurred by, resulting from, or in any way arising out of or related to the Two Gates, this Agreement or the Community Association's performance of its obligations under this Agreement to the extent solely of the Community Association's insurance coverage limits. This provision shall survive any cessation or termination of this Agreement and shall remain enforceable thereafter.

(i) The provisions of this Paragraph 3(i) are solely and exclusively limited to the two divided roadways running from Tampa Road and East Lake Road, which utilize the Two Gates; which roadways were the primary subject matter of the Gate Litigation; and which roadways intersect in the vicinity of the East Lake Woodlands Clubhouse (the "Parkways"); and which Parkways are the subject of the Parkways Lease. The Community Association agrees not to enforce any existing or adopt any new vehicular use restrictions

or limitations as to the Parkways, as well as any roadways required for direct access by the Condominium Members from their units to the Parkways, which are unreasonable and which are not directly related to traffic safety, including, but not limited to prohibiting lawfully equipped, maintained and operated motorcycles or other street licensed and road ready vehicles. The intent of this Paragraph is to ensure that any vehicle currently permitted or made permissible in the future for ingress and egress access and use within the property of the Condominium Association(s) shall be and continue to be permissible for use and operation on the Parkways, as well as any roadways required for direct access by the Condominium Members, as well as their tenants, guests, and invitees, from their units to the Parkways to the extent said vehicle is street licensed and road ready and otherwise permissible for use on the Parkways if same were public ways. This Paragraph shall survive any cessation or termination of this Agreement and shall remain enforceable thereafter.

(j) Upon the Parkways being conveyed, quit-claimed or otherwise transferred to the Community Association and/or the Community Association's nominee or such otherwise being vested with title to such, the Community Association hereby grants to all present and future Condominium Members, during any period in which he or she owns a unit in the properties maintained and operated by the Condominium Associations, as well as such Condominium Members' tenants, guests, invitees, or domestic help, and to delivery, pick-up and fire protection services, police and other authorities of the law, United States Mail Carriers, representatives of utilities specifically and expressly authorized by the Condominium Associations to serve the Condominiums, construction vehicles expressly authorized by the Condominium Associations to serve the Condominiums, holders of mortgage liens, and such other persons as the Condominium Associations, from time to time, may designate, the non-exclusive and perpetual right of ingress, egress and access over, under, through and across the Parkways. The Condominium Associations, and Condominium Members, together with the tenants, guests, and invitees of such Condominium Members shall bear no expense in relation to maintenance of the Parkways even after any cessation or termination of the Parkways Lease and all existing leasehold access easement rights shall be perpetual and permanent for the benefit of the Condominium Association and Condominium Members as stated herein.

4. DUTIES OF CONDOMINIUM ASSOCIATIONS.

The Condominium Associations' duties hereunder generally shall be to cooperate and assist the Community Association in performing its duties hereunder, but at no cost or liability to themselves. Such duties shall include the following specifically:

(a) Cooperate to the best of their ability with the Community Association in order to insure that its action in restricting access through the Two Gates generally to users having Devices by reinstalling Device operated barriers at the Two Gates is not deemed to be a violation of the Gate Judgment, specifically including the

The Condominium Associations' duties hereunder generally shall be to cooperate and assist the Community Association in performing its duties hereunder, but at no cost or liability to themselves. Such duties shall include the following specifically:

(a) Cooperate to the best of their ability with the Community Association in order to insure that its action in restricting access through the Two Gates generally to users having Devices by reinstalling Device operated barriers at the Two Gates is not deemed to be a violation of the Gate Judgment, specifically including the execution of a Stipulation (which may or may not be filed with the court in the Gate Litigation, and as to which a confirmatory Order may or may not be sought from the court in the Gate Litigation), confirming such; and

(b) At the Community Association's request confirm to Pinellas County, Florida (the "County") that the Condominium Associations themselves have no objection to the proposed conveyance by the County of its presently existing fee simple title to the Parkways to a nominee (the "Nominee") of the Community Association (the "Parkways Conveyance") so that the Parkways will no longer be public roads provided, however, that the long existing Parkways Lease from the County, as Lessor, in favor of the Community Association as Lessee (the "Parkways Lease"), will remain in full force and effect subsequent to the Parkways Conveyance as also will the Condominium Members' presently existing leasehold access easement rights as to the Parkways under the Parkways Lease which shall be confirmed by the Nominee all at absolutely no cost or expense to the Condominium Associations or the Condominium Members. This Agreement may be relied upon by the County as conclusive evidence not only of the agreement by the Condominium Associations to the Parkways Conveyance but their request for such a conveyance as well.

5. NOTICE.

All notices and other communications referred to and required herein must either be acknowledged in writing by the receiving party (if verbal) or be given by registered or certified mail or by a nationally recognized overnight delivery service (if written). Such notices shall be deemed given for purposes of this Agreement when acknowledged (if verbal), when postmarked (if mailed), or when actually delivered (if a delivery service is used) and written notices shall be deemed validly given for purposes of this Agreement when addressed as follows, which addresses may be subsequently changed by proper notice hereunder.

East Lake Woodlands
Community Association, Inc.

Bernadette Massaro, PCAM
c/o Management and Associates
720 Brooker Creek Blvd., #206
Oldsmar, Florida 34677

with a copy to:

William J. Deas, Esq.
2215 River Boulevard
Jacksonville, Florida 32204

East Lake Woodlands
Condominium Association, Inc.

c/o Caliber Management, Inc.
32708 US Highway #19 N.
Palm Harbor, FL 34685

with a copy to:

Joseph R. Cianfrone, P.A.
1964 Bayshore Blvd, Ste. A
Dunedin, FL 34698

East Lake Woodlands
Condominium Unit Seven
Association, Inc.

Ameri-Tech Community Management, Inc.
24701 U.S. Highway, 19 N., Suite 102
Clearwater, FL 33763

with a copy to:

Joseph R. Cianfrone, P.A.
1964 Bayshore Blvd, Ste. A
Dunedin, FL 34698
St. Petersburg, FL 33701

East Lake Woodlands Cypress
Estates Condominium
Unit Two Association, Inc.

c/o Progressive Management
4151 Woodlands Parkway
Palm Harbor, FL 34685

with a copy to:

Joseph R. Cianfrone, P.A.
1964 Bayshore Blvd, Ste. A
Dunedin, FL 34698

6. MISCELLANEOUS.

(a) Effective date. This Agreement shall not become effective and binding until it has been executed by all parties hereto and shall be dated for purposes hereof as of the date of its execution by the last party executing it.

(b) Applicable Law. This Agreement shall be construed and enforced under the laws of the State of Florida, regardless of where it is executed or delivered.

(c) Construction. This Agreement shall not be construed more strongly against any party hereto, regardless of who was more responsible for its preparation.

(d) Entire Agreement. This Agreement supersedes and replaces any and all previous oral agreements between the parties pertaining to the subject matter hereof, if any; and any and all such agreements, if any, are hereby declared to be null and void and of no further force and effect.

(e) Third Party Beneficiary. It is specifically understood and agreed that no person or other entity shall be a third party beneficiary hereunder; that none of the provisions of this Agreement shall be for the benefit of or be enforceable by anyone other than the parties hereto; and that only the parties hereto shall have any rights hereunder provided however, that the County may rely upon such for the limited purposes of Paragraph 4(b), supra, only; and provided further that any of the benefitted parties as set forth in Paragraph 3(h) supra, may rely upon such for the limited purposes of Paragraph 3(h), supra, only.

(f) Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their legal representatives, successors and permissible assigns.

(g) Further Assurances. The parties hereto agree to execute any and all other and further documents as might be reasonably necessary in order to ratify, confirm, and effectuate the intent and purposes of this Agreement.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original instrument; but such counterparts shall together constitute one and the same instrument.

(i) Partnership. Nothing herein shall be construed as to constitute or establish any type of joint venture, partnership, or any other type of legal relationship between the parties other than the contractual relationship established hereby.

(j) Amendment. This Agreement shall not be amended or modified except by an amendment in writing executed by all parties hereto in the same form as this Agreement.

(k) Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby.

(l) Non-Impairment. It is specifically understood and agreed that this Agreement is not intended to, and shall not modify, affect, impair, or diminish any rights, duties, or liabilities of any party hereto, other than those as are expressly and specifically set forth herein.

(m) Non-Recordation. This Agreement, which is intentionally prepared in non-recordable form, shall not be recorded, and any attempt to do so shall be deemed to be a nullity, except that in the event that the Condominium Associations reasonably and in good faith fear that the provisions of Paragraph 3(j) supra are not being complied with, then a memorandum hereof may be recorded after 30 days' notice to all other parties.

(n) Paragraph Headings. The paragraph headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning, content, or interpretation hereof.

(o) Assignment. This Agreement may not be assigned by any party hereto without the consent of all other parties hereto.

(p) Attorney's Fees. In the event that it becomes necessary for any party hereto to engage the services of an attorney to construe or enforce this Agreement, such party shall be entitled to recover from the other, in the event such party shall be successful in the purpose for which such attorney was engaged, all costs incident to such construction or enforcement action, including in any arbitration, mediation, trial, or appellate proceeding, including reasonable attorney's fees and appellate attorney's fees, if any.

(q) Waiver Of Jury Trial. The parties hereto hereby knowingly, voluntarily, and intentionally waive any right that any of them might have to a trial by jury with respect to any litigation based hereon, or arising out of, or under, or in connection with this Agreement, or any document contemplated to be executed in conjunction herewith.

(r) Time of Essence. Time is of the essence of this Agreement.

(s) Gender, Etc. Wherever used herein, all terms shall include masculine, feminine, neuter, singular, and/or plural, as the context admits or requires.

(t) Evidence of Authority. Every party will provide to the other parties reasonably satisfactory evidence that the execution and performance of this Agreement by the respective party has been properly authorized by the party, is within the lawful authority of the party, and shall be binding upon and enforceable against the respective party.

(u) Conditions Precedent. The parties hereto acknowledge and agree that the execution of the Stipulation and confirmation of such if applicable; the completion

of the Parkways Conveyance; and the execution of this Agreement are all interdependent and constitute a single integrated transaction. If any of such events fails to occur as are contemplated hereby then the Agreement shall automatically be deemed null and void and of no force and effect without the necessity for any further action by the parties hereto.

(v) Gate Judgment. In the event that the Community Association does not erect barriers at the Two Gates, or in the event of the cessation or termination of this Agreement, then the Two Gates shall continue open and the Gate Judgment shall remain in full force and effect unless otherwise modified or released by the Court.

Signed and Sealed:
In the presence of:

Bernadette Massaro
Signature of Witness

BERNADETTE MASSARO
Typed or Printed Name of Witness

Diane Falgione
Signature of Witness

Dianne Falgione
Typed or Printed Name of Witness

EAST LAKE WOODLANDS ✓
COMMUNITY ASSOCIATION, INC., a
Florida not-for-profit corporation

By: [Signature]
As its President
As of: April 23 2013

(Corporate Seal)

COMMUNITY ASSOCIATION

EAST LAKE WOODLANDS
CONDOMINIUM ASSOCIATION, INC., a
Florida not-for-profit corporation

Diane Falgione
Signature of Witness

Dianne Falgione
Typed or Printed Name of Witness

Bernadette Massaro
Signature of Witness

BERNADETTE MASSARO
Typed or Printed Name of Witness

By: [Signature]
As its President
As of: 4/23 2013

(Corporate Seal)

Bernadette Massaro
Signature of Witness

BERNADETTE MASSARO
Typed or Printed Name of Witness

Diane Falgout
Signature of Witness

Diane Falgout
Typed or Printed Name of Witness

EAST LAKE WOODLANDS
CONDOMINIUM UNIT SEVEN
ASSOCIATION, INC., a Florida
not-for-profit corporation

By: Cyril Capps
As its President
As of: April 23 2013

(Corporate Seal)

Diane Falgout
Signature of Witness

Diane Falgout
Typed or Printed Name of Witness

Bernadette Massaro
Signature of Witness

BERNADETTE MASSARO
Typed or Printed Name of Witness

EAST LAKE WOODLANDS CYPRESS
ESTATES CONDOMINIUM UNIT
TWO ASSOCIATION, INC., a
Florida not-for-profit corporation

By: Kathleen
As its **PRESIDENT-CE2**
As of: 4/23 2013

(Corporate Seal)

CONDOMINIUM ASSOCIATIONS

IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIRCUIT CIVIL CASE NO. 96-5145-CI-15

EAST LAKE WOODLANDS CONDOMINIUM
ASSOCIATION INC.; EAST LAKE WOODLANDS
CONDOMINIUM UNIT TWO ASSOCIATION, INC.;
EAST LAKE WOODLANDS CONDOMINIUM
UNIT FOUR ASSOCIATION, INC.; EAST LAKE
WOODLANDS CONDOMINIUM UNIT SEVEN
ASSOCIATION, INC.,
Plaintiffs,

vs.

EAST LAKE WOODLANDS COMMUNITY
ASSOCIATION, INC.,
Defendant.

FINAL JUDGMENT

This action was tried before the Court. On the evidence presented the Court finds as follows:

1. On June 24, 1998, the Court entered its Order Granting in Part and denying in Part Plaintiffs' Motion for Partial Summary Judgment, Granting in Part and Denying in Part Defendant's Motion for Partial Summary Judgment, and Granting Motions to Intervene that were filed by East Lake Woodlands Condominium Unit Seven Association, Inc. and East Lake Woodlands Cypress Estates Unit Two Association, Inc.
2. On August 21, 1998, the Court entered an Order Approving a Settlement Agreement. Plaintiffs, East Lake Woodlands Condominium Unit Two Association, Inc. and East Lake Woodlands Condominium Unit Four Association, Inc. have settled with the Defendant.
3. The remaining Plaintiffs at trial were East Lake Woodlands Condominium Association, Inc. (Condominium One); East Lake Woodlands Condominium Unit Seven Association, Inc. (Condominium Seven); and East Lake Woodlands Cypress Estates Unit Two Association, Inc. (Cypress Two).

Condominium One has been a Plaintiff since the inception of this case. Condominium Seven was one of the original Plaintiffs, but it voluntarily dismissed its action before the Court entered either of its orders on motions for summary judgment. All of the issues raised by the pleadings remained pending as to Cypress Two and Condominium Seven at trial. The Declaration of Condominium of Plaintiff, Condominium One, was recorded on May 6, 1977. The Declaration of Condominium of Plaintiff, Condominium Seven, was recorded on May 18, 1981. The Declaration of Condominium of Plaintiff, Cypress Two was recorded on April 21, 1980.

4. East Lake Woodlands, Ltd. (the Developer) began the development of East Lake Woodlands Community in the early 1970's. In October 1975, the Developer recorded a Deed of Dedication to Pinellas County to the two roads within East Lake Woodlands Development known as East Lake Woodlands Parkway and Woodlands Parkway (the two roads). The two roads converge at a point within the development near the country club so that it is possible for one to enter the development from East Lake Road at Woodlands Parkway and continue around and exit the development via East Lake Woodlands Parkway at Tampa Road. One may also traverse the two roads by entering the development from Tampa Road at East Lake Woodlands Parkway and continuing around and exiting the development via Woodlands Parkway at East Lake Road. The Developer leased the two roads back from Pinellas County by a Lease dated December 1, 1981.

The Defendant Community Association was created and its Articles of Incorporation were filed on August 5, 1983. Defendant is the successor in interest to the Developer by assignment.

5. When the Plaintiffs' Declarations of Condominium were recorded, the Developer was required by Chapter 718, Florida Statutes, to either create in the Plaintiffs nonexclusive easements to provide reasonable access to the public ways or to dedicate the streets, walks and other rights-of-way to the public. The evidence at trial showed that the Developer complied with the statute by creating express easements to the Condominium Properties and along Woodlands Drive to one of two roads. The Developer had dedicated the two roads to the public in October 1975. The wording of Section 718.104(4)(m), Florida Statutes (1977) is the same as the current versions of

the statute. It states as follows:

Creation of condominiums; contents of declaration.-- (4) The declaration must contain or provide for the following matters:

(m) The creation of a nonexclusive easement for ingress and egress over streets, walks, and other rights-of-way serving the units of a condominium, as part of the common elements necessary to provide reasonable access to the public ways, or a dedication of the streets, walks, and other rights-of-way to the public. All easements for ingress and egress shall not be encumbered by any leasehold or lien other than those on the condominium parcels, unless:

1. Any such lien is subordinate to the rights of unit owners, or

2. The holder of any encumbrance or leasehold of any easement has executed and recorded an agreement that the use-rights of each unit owner will not be terminated as long as the unit owner has not been evicted because of a default under the encumbrance or lease, and the use-rights of any mortgagee of a unit who has acquired title to a unit may not be terminated.

6. Exhibits 3, 7, 8, and 9 were accepted into evidence without objection. Exhibit 3 is a map of the East Lake Woodlands Country Club Community on which counsel have marked the gate numbers. The locations of Condominium One, Condominium Seven and Cypress Two are circled in red on the exhibit.

7. Condominium One unit owners have an express easement along Woodlands Drive to East Lake Woodlands Parkway. Exhibits 3 and 7 show that the express easement for Condominium One terminates at the intersection of Caryl Way and Woodlands Drive. The express easement runs in an easterly direction along Woodlands Drive to East Lake Woodlands Parkway.

Condominium One owners also have a right to use the two roads that are described in the Lease dated December 1, 1981, which are East Lake Woodlands Parkway from its intersection with Tampa Road to its intersection with Woodlands Parkway and Woodlands Parkway from its intersection with East Lake Road to its intersection with East Lake Woodlands Parkway.

8. Condominium Seven unit owners have an express easement on Woodlands Drive to East Lake Woodlands Parkway. Exhibit 3 and 9 show that Condominium Seven owners can enter the express easement from Mary Drive which is south of the Florida

Power Right-of-Way. The express easement runs from just west of the intersection of Woodlands Drive and Camille Court in an easterly direction along Woodlands Drive. Exhibit 9 does not show where the express easement terminates on the east. However, the developer was required by law to grant the Condominium Seven owners an easement to a public road. At the time that Condominium Seven owners were given the express easement along Woodlands Drive, Woodlands Drive intersected East Lake Woodlands Parkway, a public road. The express easement does not run in a northerly or westerly direction on Woodlands Drive from just west of Camille Court. Dominick Scannavino testified and the Court finds that the easement does not extend beyond the Florida Power Right-of-Way.

Condominium Seven owners have a right to use the two roads that are described in the Lease dated December 1, 1981, which are East Lake Woodlands Parkway from its intersection with Tampa Road to its intersection with Woodlands Parkway and Woodlands Parkway from its intersection with East Lake Road to its intersection with East Lake Woodlands Parkway.

9. Cypress Two unit owners also have an express easement. Exhibits 3 and 8 show that Cypress Two fronts on West Cypress Court which enters Cypress Lane at two locations near the condominium. Cypress Lane runs in a northwesterly direction where it intersects Woodlands Drive which continues in a northerly direction to Woodlands Parkway. The express easement for Cypress Two is from the intersection of Cypress Lane and Woodlands Drive northerly to Woodlands Parkway. The express easement does not run south or southwest of the intersection of Cypress Lane and Woodlands Drive. Dominick Scannavino testified that when Cypress Two was created Woodlands Drive did not go past the Florida Power Right-of-Way.

Cypress Two owners have a right to use the two roads that are described in the Lease dated December 1, 1981, which are East Lake Woodlands Parkway from its

intersection with Tampa Road to its intersection with Woodlands Parkway and Woodlands Parkway from its intersection with East Lake Road to its intersection with East Lake Woodlands Parkway.

10. The affidavits of Earl Michaels, dated May 1, 1998 and May 13, 1998, were received in evidence, and they support the above findings as to Condominium One and Condominium Seven. Mr. Michaels is a Florida licensed professional engineer who has been involved with the design and surveying of many of the roadways within the property commonly known as the East Lake Woodlands Planned Unit Development, which is located off Tampa Road and East Lake Road in Pinellas County, Florida. Gate houses at Tampa Road and East Lake Woodlands Parkway and at Woodlands Parkway and East Lake Road were built before 1977. When Mr. Michaels began working with the development, in October 1979, the gates were not manned full time. When the gates were manned, the guards controlled access to East Lake Woodlands through the gates.

Mr. Michaels reviewed the Declarations of Condominium of the Plaintiffs inclusive of their respective exhibits as recorded and the respective condominium plats. The exhibits describe the access easements along portions of Woodlands Drive. The express easements of Condominium One and Condominium Seven are south of the Florida Power Right-of-Way. The card-activated gates commonly known as the Publix and Metro gates are both located north of the Florida Power right-of-way. The gate card system is a programmable system and a gate card can be programmed so that it activates only one gate.

11. Dominick Scannavino testified as follows: In 1979 there were two entrances to East Lake Woodlands at Tampa Road and East Lake Woodlands Parkway and at Woodlands Parkway and East Lake Road. There was a manned gate house at the entrance from Tampa Road; however, in 1979 and 1980 the gate was not manned full time. It was manned eight to ten days per year in connection with tennis matches and golf to regulate traffic and give directions. The costs of this service were borne by the Developer.

Woodlands Parkway and East Lake Woodlands Parkway started as publicly dedicated roads and the other roads in East Lake Woodlands were private roads. In 1982 Woodlands Drive did not extend beyond the Florida Power Right of Way.

Mr. Scannavino also testified that the Publix gate (Gate 2) and the Metro gate (Gate 3) were installed in late 1982, which was after these Plaintiffs were established. However, those gates do not interfere with the Plaintiffs' ingress and egress from their property.

12. The Developer granted Plaintiffs easements to one of the two roads, and the Developer had recorded a dedication of the two roads for use as public roads. In addition, the two roads were in existence at the time the Developer granted the easements. Pinellas County leased the same two roads back to the Developer in 1981, and Defendant is the assignee of the Developer's interest in those two roads. The Lease, which is recorded in the Public Records of Pinellas County, provides that the Lessee (Developer) can grant non-exclusive leasehold easements or other access rights in favor of unit or lot owners in various condominiums or other developments which the Lessee has developed or will develop on property in the vicinity of the Property, which is described as the two roads at issue in this cause. On April 23, 1982, the Developer recorded in the Public Records of Pinellas County a Leasehold Easement Deed which granted to the Plaintiffs' unit owners and others a non-exclusive easement over the two roads within the development known as East Lake Woodlands Parkway and Woodlands Parkway. The Developer assigned its interests in the Lease and the Leasehold Easement Deed of the two roads to Defendant.

13. The Defendant, as the successor to the Developer, must grant the Plaintiffs' unit owners ingress and egress to and over the two roads as described in the Lease dated December 1, 1981. The Declarations of Condominium of the Plaintiffs are required by law to contain or provide for the creation of a nonexclusive easement for ingress and egress over streets, walks, and other rights-of-way serving the units of the condominium, as part of the common elements necessary to provide reasonable access to the public ways, or a

dedication of the streets, walks, and other rights-of-way to the public. The Developer of East Lake Woodlands complied with the statute by granting express easements of access along Woodlands Drive and by dedicating the two roads to the public.

A copy of the meets and bounds description for the Access Easement for Cypress II is Exhibit "A-1" to the Declaration of Condominium, a copy of which was attached as Exhibit "L" to the Complaint of Intervenor Plaintiffs. The Access Easement is for a portion of Woodlands Drive, and a copy of the Access Easement was also Plaintiffs' Exhibit "8" at trial.

A copy of the meets and bounds description for the Access Easement for Condominium One is Exhibit "A-1" to the Declaration of Condominium, a copy of which is Exhibit "A" to the Amended Complaint. The Access Easement is for a portion of Woodlands Drive, and a copy of the Access Easement was also Plaintiffs' Exhibit "7" at trial.

A copy of the meets and bounds description for the Access Easement for Condominium Seven is Exhibit "A-1" to the Declaration of Condominium, a copy of which is contained in Exhibits "D" and "F" to the Amended Complaint. The Access Easement is for a portion of Woodlands Drive, and a copy was also Plaintiffs' Exhibit "9" at trial.

The Developer did not condition its conveyance on any duty or obligation relating to repairs and maintenance, and the Plaintiffs have no obligations for maintenance, improvements or repairs of the Access Easements or of the two roads. Southeast Seminole Civic Association, Inc. v. Adkins, 604 So.2d 523 (Fla. 5th DCA 1992). The Defendant cannot diminish the rights that the Plaintiffs have by virtue of Section 718.104(4)(m), Florida Statutes, and their Declarations of Condominium.

14. Plaintiffs do not have any easement either express or implied as to the other streets and roads in East Lake Woodlands. Easements are essentially created by express grant, by prescription, or by implication. Easements may come about by way of necessity

for ingress and egress. Dinkins v. Julian, 122 So.2d 620 (Fla. 2d DCA 1960). A use, to be an implied easement, must have been continuous, apparent, permanent, and necessary when unified title was severed. Kirma v. Norton, 102 So.2d 653 (Fla. 2d DCA 1958). The Plaintiffs were submitted to condominium form of ownership with reference to a metes and bounds description and not with reference to a plat. Plaintiffs did not acquire a private right of easement in the other streets and roads of East Lake Woodlands, even if they did appear on a plat. Florida has adopted the rule that to the extent of a grantee's private right of user in streets and alleys shown on a map or plat by reference to which his conveyance was made, the grantee's private right of user extends only to those streets and alleys shown on the plat as are reasonably or materially beneficial to the grantee and of which the deprivation would reduce the value of his lot. Brooks-Garrison Hotel Corp. v. Sara Investment Co., 61 So.2d 913 (Fla. 1952). There was no evidence presented at trial that the other roads and streets of East Lake Woodlands are either necessary or useful for ingress and egress to and from the Plaintiffs' property or that the denial of unobstructed access would reduce the value of Plaintiffs' property. In addition, the Plaintiffs do not have a license as to the other streets and roads in East Lake Woodlands.

15. As to the Plaintiffs' easements along Woodlands Drive and the two roads, East Lake Woodlands Parkway and Woodlands Parkway, Defendant must not interfere with the Plaintiffs' owners' rights of ingress and egress. Defendant's Sun Bank Gate (Gate 4) and Defendant's Main Gate (Gate 1) unreasonably interfere with Plaintiffs' owners' ingress and egress to East Lake Woodlands.

Dominick Scannavino testified as follows: Members of the East Lake Woodlands Community Association, Inc. have stickers for their automobiles. Non-members cannot purchase stickers for their automobiles and they cannot purchase gate access cards or remote electronic devices. The fastest way through the gates is by using the remote electronic devices. Non-members must use manned gates to enter the development, where

they must stop and identify themselves to the guards. Everyone can leave the development through any gate until ten o'clock in the evening. All of the gates except the manned gates are closed to egress after ten o'clock in the evening. The speed bumps are gone except for five golf cart crossings, all of which are beyond the intersection of East Lake Woodlands Parkway and Woodlands Parkway.

Testimony from other witnesses also shows that the gates unreasonably interfere with the Plaintiffs' access to their homes and the public ways near East Lake Woodlands.

16. The Plaintiffs' express easements on Woodlands Drive to the two roads do not state that the right-of-way shall be an open one; however, the two roads were public roads when the Plaintiffs acquired their rights to use them. It is the nature of public roads to be open, and private parties cannot put gates or barriers across them. Chapter 718, Florida Statutes, required the Developer to provide access to a public way, and at the time the Plaintiffs were created the two roads were public roads. The Defendant's gates unreasonably interfere with the Plaintiffs' rights of access to their homes and to the public ways near East Lake Woodlands, and the Defendant must remove them. BHE Development, Inc. v. Bone Fish Yacht Club, 691 So.2d 1174 (Fla. 3rd DCA 1997). The invasion of Plaintiffs' rights can be enjoined. McConquodale v. Keweenaw, 63 So.2d 906 (Fla. 1953).

17. Defendant has plead Section 95.11(2)(b), Florida Statutes, and laches as affirmative defenses to Plaintiffs' claims, and argues that this is a suit for the enforcement of a covenant and that the gates have been there since 1982. Plaintiffs' statutory rights pursuant to Chapter 718, Florida Statutes, vested when Plaintiffs were created and continue to the present. They are not covenants. Defendant violates the Plaintiffs' rights each time the Defendant impedes the Plaintiffs' ingress and egress along the two roads. The Defendant has not shown the degree of adversity that is necessary to extinguish Plaintiffs' rights. Kitzinger v. Gulf Power Co., 432 So.2d 188 (Fla. 1st DCA 1983). In addition,

Defendant has not proved its defense of waiver.

18. Defendant is not liable to any of the Plaintiffs for damages for money allegedly paid involuntarily. Section 718.111(3), Florida Statutes, states as follows:

POWER TO MANAGE CONDOMINIUM PROPERTY AND TO CONTRACT, SUE, AND BE SUED.--The association may contract, sue, or be sued with respect to the exercise or nonexercise of its powers. For these purposes, the powers of the association include, but are not limited to, the maintenance, management, and operation of the condominium property. After control of the association is obtained by unit owners other than the developer, the association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all unit owners concerning matters of common interest to most or all unit owners, including, but not limited to, the common elements; the roof and structural components of a building or other improvements; mechanical, electrical, and plumbing elements serving an improvement or a building; representations of the developer pertaining to any existing or proposed commonly used facilities; and protesting ad valorem taxes on commonly used facilities and on units; and may defend actions in eminent domain or bring inverse condemnation actions. If the association has the authority to maintain a class action, the association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the association could bring a class action. Nothing herein limits any statutory or common-law right of any individual unit owner or class of unit owners to bring any action without participation by the association which may otherwise be available.

Rule 1.221, Florida Rules of Civil Procedure states as follows:

After control of the association is obtained by unit owners other than the developer, the association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all unit owners concerning matters of common interest, including, but not limited to, the common elements; the roof and structural components of a building or other improvements; mechanical, electrical, and plumbing elements serving an improvement or a building; representations of the developer pertaining to any existing or proposed commonly used facilities; and protesting ad valorem taxes on commonly used facilities. If the association has the authority to maintain a class action, the association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the association could bring a class action. Nothing herein limits any statutory or common-law right of any individual unit owner or class of unit owners to bring any action without participation by the association which may otherwise be available. An action under this rule shall not be subject to the requirements of rule 1.220.

Plaintiffs do not have standing to sue for the amounts that their unit owners may have paid to the Defendant either voluntarily or involuntarily. The amounts that unit owners paid to the Defendant may be recoverable by the individuals, but they are not "common" interests that may be addressed

in a suit brought by the Plaintiff Associations.

19. Plaintiffs' unit owners' rights of ingress and egress discussed above are not affected by the Defendant's interests pursuant to the Leasehold Easement Deed.

IT IS ADJUDGED as follows:

1. The Defendant, East Lake Woodlands Community Association, Inc., shall immediately remove any and all gates which exist across the portion of the two roads known as Woodlands Parkway and East Lake Woodlands Parkway, that is described in the Lease dated December 1, 1981; specifically, Gate One (the Main Gate) and Gate Four (the Sun Bank Gate). The Defendant shall not erect or install any additional fences, gates or locks which cross over the two roads in any way. Defendant's security guards shall not limit the Plaintiffs' or the Plaintiffs' guests and invitees ingress or egress to the two roads.

2. Defendant shall not limit the Plaintiffs' or the Plaintiffs' guests and invitees ingress or egress over Plaintiffs' express easements in those portions of Woodlands Drive described as follows:

Condominium One unit owners have an express easement along Woodlands Drive to East Lake Woodlands Parkway that terminates at the intersection of Caryl Way and Woodlands Drive. The express easement runs in an easterly direction along Woodlands Drive to East Lake Woodlands Parkway.

Condominium Seven unit owners have an express easement on Woodlands Drive from Mary Drive to East Lake Woodlands Parkway.

Cypress Two unit owners have an express easement from the intersection of Cypress Lane and Woodlands Drive northerly to Woodlands Parkway.

3. Plaintiffs' unit owners are not entitled to egress or ingress through Gate 2 (the Publix Gate), Gate 3 (the Metro Gate), or any other gate along Woodlands Drive north of the Florida Power easement. Plaintiffs are not entitled to egress or ingress through the other gates in the East Lake Woodlands community, except as provided in paragraph one of this judgment.

4. Plaintiffs do not have easements or licenses to the other streets and roads of East Lake Woodlands.

ORDERED at Clearwater, Pinellas County, Florida on this _____ day of October 1998.

Copies Furnished To:

Michael J. Brudny, Esquire
4830 W. Kennedy Blvd., Ste. 985
Tampa, FL 33609

James R. DeFurio, Esquire
33 N. Garden Av., Ste. 960
Clearwater, FL 34615-4116

Steven H. Mezer, Esquire
1212 Court Street, Suite B
Clearwater, FL 34616

CROCKETT FARNELL
Circuit Court Judge

Original Signed

OCT 29 1998

CROCKETT FARNELL
Circuit Court Judge

IN THE CIRCUIT COURT OF THE 6TH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION

EAST LAKE WOODLANDS CONDOMINIUM
ASSOCIATION, INC., et al.,

Case No. 96-5145-CI-015

Plaintiffs,

EAST LAKE WOODLANDS COMMUNITY
ASSOCIATION, INC.,


Defendant.

**NOTICE OF FILING
ORIGINAL SETTLEMENT AGREEMENT**

Plaintiffs, East Lake Woodlands Condominium Unit Two Association, Inc. and East Lake Woodlands Condominium Unit Four Association, Inc., hereby give notice of filing the attached Original Settlement Agreement in connection with the Motion to Approve Settlement Agreement scheduled for hearing on August 26, 1998.

I HEREBY CERTIFY that a true and correct copy of this Notice and the attached Affidavit have been furnished by Hand Delivery to James R. DeFurio, Esq., 33 North Garden Avenue, Suite 960, Clearwater, Florida 34615-4116 and by Regular U.S. Mail to Steven H. Mezer, Esq., 1212 Court Street, Suite B, Clearwater, Florida 34616 on this 26th day of August, 1998.

BRUDNY & RABIN, P.A.
One Urban Centre, Suite 985
4830 West Kennedy Boulevard
Tampa, Florida 33609
Phone: (813) 282-3355
Counsel for Plaintiffs East Lake
Woodlands Two & Four


Michael J. Brudny
Florida Bar No. 260118
SPN #00393868

FILED
CIVIL COURT REC. DEPT.
98 NOV -2 PM 3:37
KARLEEN E. DE ALARCA
CLERK OF CIRCUIT COURT IN AND FOR PINELLAS COUNTY, FLORIDA

IN THE CIRCUIT COURT OF THE 6TH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION

EAST LAKE WOODLANDS CONDOMINIUM
ASSOCIATION, INC.; et al,

Plaintiffs,

vs.

Case No.: 96-5145-CI-015

EAST LAKE WOODLANDS COMMUNITY
ASSOCIATION, INC.,

Defendant.

SETTLEMENT AGREEMENT

Plaintiffs, East Lake Woodlands Condominium Unit Two Association, Inc., and East Lake Woodlands Condominium Unit Four Association, Inc., individually and as class representatives of their respective members, and Defendant, East Lake Woodlands Community Association, Inc., hereby agree to settle this matter as follows:

1. East Lake Woodlands Community Association, Inc. ("the Community Association") agrees to provide access cards to all units in East Lake Woodlands Condominium Unit Two ("East Lake Two") and East Lake Woodlands Condominium Unit Four ("East Lake Four") (collectively referred to hereinafter as "the unit owners"), in order to permit entry through the access card gates near the intersections of: (1) Tampa Road and East Lake Woodlands Parkway ("the main gate"), and (2) East Lake Road and Woodlands Parkway ("the Sun Bank gate"), provided that the unit owner satisfies the conditions as hereinafter set forth. In the event the Community Association changes the means of access at the gates, which would make the gate cards unworkable, (for example, due to changes in technology), the technological equivalent of the gate card will be provided to the unit owners under the same terms and conditions for issuance of the new devices to which members of the Community Association are subject at that time.

2. Each unit owner shall be required to satisfy the

following conditions before a gate card is issued to them:

a. The payment by the unit owner of a one time administrative fee for each card. The one time fee will be the same fee charged to all other members of the Defendant Community Association as may be determined by the Community Association's Board of Directors from time to time. Currently the one time fee is as follows:

i) For persons who are owners, the first two cards are \$5 apiece; \$25.00 for each additional card. No more than one card may be issued per vehicle.

ii) All renters pay a non-refundable \$30.00 fee for a gate card.

iii) This gate card will not provide ingress and egress through any other gates at East Lake Woodlands.

b. Filling out completely the standard registration form used by the Community Association to record the issuance of each gate card.

c. Abide by all other rules now in effect or later promulgated by the Community Association pertaining to the issuance of gate cards. Plaintiffs have been provided with a copy of the existing rules. These rules are to be uniformly applied to Community Association members and Plaintiffs' unit owners. It is the intent of the parties that there shall be no further charges in connection with the access rights described herein unless this settlement agreement is amended by further written agreement of the parties or the rules change as to the administrative fees that are charged to Community Association members.

3. The parties agree to exchange the general releases attached hereto.

4. This Agreement replaces any prior agreements between the parties, and represents the entire agreement between the parties. Any amendments must be in writing and must be signed by all affected parties.

5. In connection with any enforcement proceedings related to this Agreement, the prevailing party will be entitled to recover

reasonable attorney's fees and costs, including attorney fees and costs on appeal.

6. This Agreement is to be submitted to the Court for the entry of an Order, after hearing and notice to the unit owners as hereinafter described, approving and adopting this Agreement as an Order of the Court, and dismissing the claims of East Lake Two and East Lake Four with prejudice, except to the extent that this Agreement is to be enforceable in the future. The unit owners of Plaintiffs shall be given notice of the hearing, by United States Mail, postage prepaid, at which the Court will consider the approval and adoption of this Settlement Agreement. The Plaintiffs shall bear the costs of giving said notice to their respecting unit owners. The Notice shall state, inter alia, the date, time and place of the hearing, and the purpose of the hearing, and shall bear a certificate of service in conformity with FRCP 1.080(f) or affidavits signed by the Plaintiff Associations certifying that each unit owner has been provided notice in the manner as hereinabove set forth. The Court's adoption and approval of this Settlement Agreement shall bar all members of the Plaintiff Condominium Associations, their successors and assigns from asserting claims against the Community Association which arise from the same transactions or occurrences alleged by Plaintiffs.

7. Prior to the submission of this Settlement Agreement to the Court for its approval, each of the respective Boards of Directors are to approve and ratify this Agreement, and a corporate resolution confirming this action is to be provided to each of the other parties to this Agreement.

8. The parties shall assume their own costs and attorney's fees.

EAST LAKE WOODLANDS
CONDOMINIUM UNIT TWO
ASSOCIATION, INC.

By: [Signature] 9/1/98
Signature Date
[Signature] President
Printed Name and Title

EAST LAKE WOODLANDS
CONDOMINIUM UNIT FOUR
ASSOCIATION, INC.

By: (attached)
Signature Date
Printed Name and Title

EAST LAKE WOODLANDS
COMMUNITY ASSOCIATION, INC.

By H.T. Schaefer
Signature Date
H.T. Schaefer, Pres
Printed Name and Title

BECKER & POLINSKY, P.A.
Attorneys for EAST LAKE WOODLANDS
COMMUNITY ASSOCIATION, INC.
33 North Garden Avenue
Suite 360
Clearwater, FL 33755-4116
(727) 441-3781

By James R. De Furio
Signature
James R. De Furio
Florida Bar #8364061

BRUDY & FABIK, P.A.
Attorneys for EAST LAKE WOODLANDS
CONDOMINIUM UNIT TWO ASSOCIATION,
INC. and EAST LAKE WOODLANDS
CONDOMINIUM UNIT FOUR ASSOCIATION, INC.
One Indian Center, Suite 345
4610 N. Armenia Boulevard
Tampa, FL 33609
(813) 282-1351

By Michael J. Brudy
Signature
Michael J. Brudy
Florida Bar #240118

IN THE CIRCUIT COURT OF THE 5TH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION

EAST LAKE WOODLANDS CONDOMINIUM
ASSOCIATION, INC.; EAST LAKE WOODLANDS
CONDOMINIUM UNIT TWO ASSOCIATION, INC.;
EAST LAKE WOODLANDS CONDOMINIUM
UNIT FOUR ASSOCIATION, INC.; EAST LAKE
WOODLANDS CONDOMINIUM UNIT SEVEN
ASSOCIATION, INC.

Case No. 96-5145-CI-015

INST # 98-350458
NOV 2, 1998 8:08PM

EAST LAKE WOODLANDS COMMUNITY
ASSOCIATION, INC.

FILED
CIVIL COURT REC. SEPT.
98 NOV -2 PM 3:37
K. M. J. De la Hoya
MARSHALL F. DE BLASER
CLERK OF COURT
CLERK OF COURT

ORDER APPROVING SETTLEMENT AGREEMENT

THIS MATTER having come on for hearing on August 26, 1998 on the Motion to Approve
Settlement Agreement entered between East Lake Woodlands Condominium Unit Two
Association, Inc. ("East Lake Two") and East Lake Woodlands Condominium Unit Four
Association, Inc. ("East Lake Four") and East Lake Woodlands Community Association, Inc. ("the
Community Association"), and the Court having reviewed the affidavit relating to the making of
this Settlement Agreement of East Lake Two and East Lake Four, and otherwise being advised that all
necessary steps have occurred by the Associations that are parties to this Agreement, and
that all members of the class made up of members of East Lake Two and East Lake Four
were present at the hearing, it is hereby ORDERED that:

1. The Settlement Agreement filed with this Court on August 26, 1998 is approved and adopted as an Order of this Court.

2. Pursuant to the Settlement Agreement, the action brought herein by East Lake Two and East Lake Four, individually and as class representative against the Community Association, is dismissed with prejudice, provided that the Settlement Agreement is to be enforceable in the future. Any action to enforce the Settlement Agreement may be brought before this Court by motion, or may be filed in a separate proceeding at a later date.

ORDERED at Pinellas County, Florida, this 26 day of August, 1998.


Circuit Judge

Copies to:

Michael J. Bradley, Esq.
James R. DeFuria, Esq.
Steven H. Morris, Esq.

11/11/98

FILED IN CASE NO. 98-10000
CLERK OF DISTRICT COURT
JAN 10 1999