

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. Schacter
Signature Date
H.T. Schacter, 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) 282-3351

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.

Defendant.

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
JUL 27 1998
CLERK OF DISTRICT COURT