

IN THE TENTH JUDICIAL CIRCUIT
COURT IN AND FOR POLK COUNTY,
FLORIDA

ROGER WOOD; CANDELARIA WOOD;
et. al.,

Case No.: 2012-CA-1141-0000-WH

Plaintiffs,

v.

TUSCAN RIDGE MASTER HOMEOWNERS
ASSOCIATION, INC.; THE VILLAGE AT
TUSCAN RIDGE HOMEOWNERS
ASSOCIATION, INC;
COUNTRYSIDE AT TUSCAN RIDGE
HOMEOWNERS ASSOCIATION, INC.;

Defendants.

The parties, CHARLES GEU, ANNE GEU, RONALD YUNKER, JANIS YUNKER, KAREN YUNKER, DEBRA YUNKER, CARMEN DIAZ, WILFREDO DIAZ (hereinafter jointly and severally referred to as "Plaintiffs," and TUSCAN RIDGE MASTER HOMEOWNERS ASSOCIATION, INC., THE VILLAGE AT TUSCAN RIDGE HOMEOWNERS ASSOCIATION, INC., COUNTRYSIDE AT TUSCAN RIDGE HOMEOWNERS ASSOCIATION, INC. ((hereinafter jointly and severally referred to as "Associations")), participated in a mediation conference whereby the parties hereby stipulate that the matter is deemed forever settled pursuant to the following terms and conditions:

1. The Associations agree to operate as separate entities for all purposes, until such time as they are lawfully merged pursuant to a duly adopted plan of merger, if, as and when same shall occur, if at all.
2. The Associations shall maintain separate books, records and accounts, including operating and reserve accounts and shall not commingle same for any purpose, nor shall they loan money to each other.
3. The Associations shall not pay compensation to their officers, directors and committee members. The Associations will not hire family members of officers, directors and committee members without full disclosure pursuant to Florida Statute.

4. The Associations shall abide by the provisions of their governing documents and of all applicable laws and toward that end they agree to:

a. Properly notice all meetings of members, of the Board and of committees, provided that the parties agree that the governing documents of the Associations do not require that a membership meeting be called when the Board is acting to adopt a budget that does not exceed the cap on annual assessments that is within the power granted to the Board; that such a budget can be adopted at a properly noticed and duly called Board meeting, and that a membership meeting is only required when the proposed assessment will exceed the authority granted to the Board or when a special assessment is to be considered.

b. That a membership roster will be compiled and made available as an official record no later than three (3) days prior to a membership meeting.

c. That no limited proxy will be used in connection with the election of directors, and that only general proxies will be used in connection with the election.

d. That when a limited proxy is used on non-election matters, the limited proxy shall not give the proxyholder the right to disregard the proxygiver's instructions, including the absence of a vote, which shall be construed as authority to appear for purposes of achieving a quorum only.

e. That when a member votes by limited proxy it shall constitute a waiver of the member's right to vote by secret ballot, and the limited proxy shall be accepted as the vote of the proxy giver provided that the proxyholder is present at the meeting.

f. That the Boards of each of the Associations shall appoint nominating committees from their own Association to serve from the conclusion of one annual meeting to the commencement of the next annual meeting. The names of person nominated by nominating committee and of any other person giving timely written notice of a desire to be candidate shall be listed either on the election ballot or on a white board listing of candidates available for viewing at the annual meeting, without any designation, notation or endorsement of any kind. The ballot shall contain additional spaces for write-in names for persons nominated from the floor at the annual meeting.

g. That votes will be taken only at duly noticed meetings and not taken outside of the meeting arena and then ratified after-the-fact as a matter of normal operating procedure.

h. That the Associations at all times will maintain adequate insurance, including but not limited to separate property, liability, fidelity and D & O coverage on each Association.

i. That the Associations will follow applicable law as it relates to the certifying of Directors and the qualification and suspension of delinquent Directors.

j. That only Directors and not non-Director officers shall be permitted to vote on matters coming before the Board.

k. No member must agree to receive electronic notice as a condition of receiving any other information, access to the community website or access to the clubhouse.

l. That late fees shall be charged not to exceed the lesser of what is provided by statute or what is provided by the governing documents of the Associations.

m. That the Associations shall give the members at least fifteen (15) days advance written notice of the annual assessment prior to the due date of the initial installment of the annual assessment.

n. That the only closed Board meetings shall be when meeting with counsel or when discussing personnel matters, as provided by law, and those shall be duly noticed.

o. That the Associations shall update the annual report filed with the Secretary of State within sixty (60) days after a change in the composition of the Board.

5. The Associations shall make the official records available for inspection and copying in accordance with applicable law and subject only to reasonable rules adopted by the Associations, which shall be uniformly applied. Such records shall include but not be limited to the following:

a. Email address given by the members to the Associations for notice purposes, if any.

6. Associations shall, within ninety (90) days of this date, call for at least three (3) competitive bids for community association management services. The current manager shall be permitted to bid. It is not necessary for all Associations to have the same manager.

7. The Associations shall not threaten to, attempt to or actually terminate cable television or internet service for late payment of assessments or any other charge.

8. The Associations shall see to it that interest is properly calculated, and calculated in a consistent manner on all delinquent payments.

9. The Associations shall put to a vote of the members a special assessment for capital improvement to fund a children's play area (tot lot), with play equipment, and a sand volleyball area, to be constructed in the recreational area adjacent to the existing cluster mailboxes. The parties agree to be bound by the result of the membership vote.

10. The Associations shall notify the U.S. Postal Service to commence mail delivery to the cluster mailboxes immediately, and the Plaintiffs agree not to dispute, contest, reject, or otherwise interfere with the transition from individual home to cluster mailbox delivery service. A signed copy of this Agreement shall be provided to the Post Master General.

11. The Associations agree to pay to the Plaintiffs in care of their attorney the cumulative sum of \$45,000.00, payable as follows: \$30,000.00 within thirty (30) days of the date of this Agreement, and \$15,000.00 payable no later than six (6) months from the date of this Agreement. In the event the Associations fail to pay the Settlement Amount as stated herein Plaintiffs shall be entitled to file an Affidavit of Non-Payment and shall be entitled to obtain a Judgment for the unpaid amount, together with interest thereon at the legal rate. Plaintiffs shall also be entitled to recover their reasonable attorneys fees incurred in obtaining said Judgment.

12. Except as expressly reserved herein, this Settlement shall operate as a full and final general release by Plaintiffs against Associations of all claims, with respect to and from any and all claims, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of actions, obligations, debts, costs, expenses, attorney's fees, claims for personal injury, all injuries, pain and suffering and mental anguish and loss of income, damages, judgments, orders and liability of whatever kind or nature in law, equity or otherwise whether contractual, quasi-contractual, extra-contractual, in tort or otherwise whether known or unknown, suspected or unsuspected and whether or not concealed or hidden which Plaintiffs now owns or holds or has at anytime owned or held against Associations arising out of or in anyway directly or indirectly related to from any cause whatsoever, including but not limited to the matters addressed in this lawsuit.

13. This matter shall be dismissed with prejudice subject to the right of Plaintiffs to seek a Judgment as set forth in paragraph 11, and subject to Associations' rights to attorneys fees as to other Plaintiffs not a party to this Settlement Agreement.

14. In the event Plaintiffs become aware of future violations by Associations of applicable law or the governing documents of the Associations they will provide fifteen (15) days written notice to the general counsel of the Associations prior to taking any legal action on said violations in order to give the Associations the opportunity to cure same or to address and respond to Plaintiffs.

15. Associations do not admit liability as to any claims asserted by Plaintiffs herein.

16. Except as provided herein the parties shall bear their own attorneys fees and costs and the parties shall split the cost of the mediation.

Plaintiffs:

Defendants:

Tuscan Ridge Master Homeowners Association, Inc.; Village at Tuscan Ridge Homeowners Association, Inc; Countryside at Tuscan Ridge Homeowners Association, Inc.

By: Charles Geu
Charles Geu

By: W. M. [Signature]
President, TR Master

By: Anne Geu
Anne Geu

By: W. M. [Signature]
President, TR Village

By: Ronald E. Yunker
Ronald Yunker

By: W. M. [Signature]
President, TR Countryside

By: Janis Yunker
Janis Yunker

By: _____

By: Karen Yunker
Karen Yunker

By: _____

By: Debra Yunker
Debra Yunker

By: _____

By: Carmen Diaz
Carmen Diaz

By: _____

By: Wilfredo Diaz
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By: _____

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Date

10/5/2015

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Date

10/5/15