

Russell Case and Dawna Case ("Claimants")

v.

Oak Hollow Homeowners Association, Inc.

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### PRE-SUIT MEDIATED SETTLEMENT AGREEMENT

This agreement has been entered into this 8<sup>th</sup> day of September 2015 between Russell Case and Dawna Case ("Claimants/Plaintiffs") and Oak Hollow Homeowners Association, Inc. ("Association") collectively referred to herein as the "Parties"; and

WHEREAS, the Parties desire to enter into this Settlement Agreement ("Agreement") to resolve all claims; and

WHEREAS, the parties have reduced the terms of their resolution to this Agreement;

NOW, THEREFORE, in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The recitals set forth above are true and correct and are incorporated herein by reference.

Claimants shall be given access to all non-privileged association official records pursuant to Florida statute 720.

Releases of association claims of liens correcting erroneous facts shall be prepared and recorded by the association within 10 days of the date of this agreement.

Oak Hollow Homeowners Association, Inc. shall not special assess or otherwise specifically charge any attorney's fees or costs related to this matter to any parcel owned by Russell Case and Dawna Case.

Association shall pay claimants as follows:

\$2,137.50 due on or before October 8, 2015

\$2,137.50 due on or before November 8, 2015

Payment shall be made by delivering a check to Russell Case and Dawna Case at: P.O. Box 621237, Oveido, FL 32762.

Release. Claimants, for themselves, their agents, successors, assigns, and all others claiming through Claimants, agree to release Oak Hollow Homeowners Association, Inc., its agents, successors, assigns, officers, directors, and members, of and from all claims, liabilities, suits, demands, debts, liens, damages, costs, grievances, injuries, actions or rights of action of any nature whatsoever, known or unknown, liquidated or unliquidated, absolute or contingent, in

law or in equity, which were or could have been filed with any federal, state, local or private court, agency, arbitrator or any other entity, which arose from any facts or events occurring prior to the date of this release.

Release. Oak Hollow Homeowners Association, Inc., its agents, successors, assigns, officers, directors, agree to release Claimants, its agents, successors, assigns, officers, directors, injuries, actions or rights of action of any nature whatsoever, known or unknown, liquidated or unliquidated, absolute or contingent, in law or in equity, which were or could have been filed with any federal, state, local or private court, agency, arbitrator or any other entity, which arose from any facts or events occurring prior to the date of this release.

#### **Default**

In the event of a default by either party, venue shall be in Seminole County, Florida and the prevailing party shall be entitled to attorney's fees and costs through trial and appeal.

#### **Attorney's Fees**

Each party hereto shall bear its own attorney's fees and costs incurred in connection with the above-referenced matter.

#### **Representation of Comprehension of Document**

In entering into this Settlement Agreement, both parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their own choice, concerning the legal consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely read and explained to the parties by their attorneys; and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by them.

#### **Warranty of Capacity to Execute Agreement**

Each party represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that each party has the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that each party has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

#### **Governing Law**

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

#### **Additional Documents**

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

#### **Entire Agreement and Successors in Interest**

This Settlement Agreement contains the entire agreement between the parties with regard to the matters set forth herein. This Settlement Agreement shall be binding upon and enure to the



benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. This Agreement may only be amended by a written document executed by both parties.

**Effectiveness**


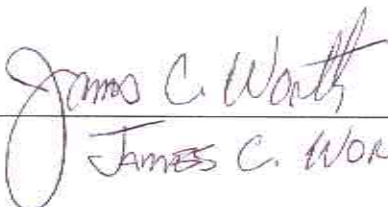
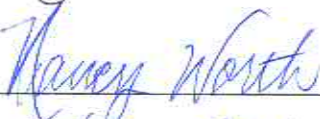
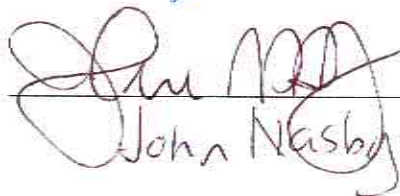
This Settlement Agreement shall become effective immediately following execution by each of the parties. This Agreement may be executed in counterparts. Each person or entity on the signature block must execute this Agreement for it to be valid and enforceable.

Effective Date. The Effective Date of this Agreement is September 8, 2015.

Done this 8th day of September, 2015.



Russell L. Case Jr.

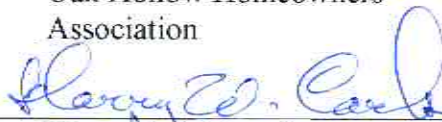
  
Dawna L. Case  
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Nancy Worth  
John Nasby

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