

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR SARASOTA COUNTY, FLORIDA

JOHN BARNER, ET AL.,

Plaintiffs,

CASE NO. 2010 CA 5791 NC

vs.

THE LANDINGS MANAGEMENT  
ASSOCIATION, INC., a Florida  
corporation,

Defendant.

STIPULATED FINAL JUDGMENT

THIS CAUSE came before the Court on the Mediated Settlement Agreement of the parties, and the Court, being duly advised in the premises, it is:

**ORDERED AND ADJUDGED** that the Mediated Settlement Agreement of the parties is ratified and approved by the Court. The terms and provisions of Exhibit "A" to the Mediated Settlement Agreement which are attached to this Stipulated Final Judgment as Exhibit "A" are fully incorporated herein as the ruling of the Court and the parties, their heirs, successors and assigns are ordered and directed to abide by the terms of same.

**ORDERED AND ADJUDGED** that the parties shall each bear their own attorneys' fees and costs incurred in this matter.

**DONE AND ORDERED** at Sarasota, Florida, this 23 day of January, 2012.

  
CIRCUIT COURT JUDGE

cc: Charles J. Bartlett, Esq.;  
David D. Davis, Esq.  
Joseph G. Riopelle, Esq.

Case: 2010 CA 005791 NC  
00033875661  
Dkt: FNCJDR

FILED FOR RECORD  
2012 JAN 23 PM 2:38  
KAREN E. HUSKINS  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL

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MEDIATED SETTLEMENT AGREEMENT

Following the mediation conference held on October 26, 2011 and further confidential settlement negotiations between the parties, the parties have agreed to a full and final settlement of this matter in accordance with the terms and provisions of Exhibit "A" attached hereto.

This Agreement may be signed in counterparts and facsimile signatures shall be suitable as originals.

IN WITNESS WHEREOF, the parties and their counsel have executed this Mediated Settlement Agreement effective this \_\_\_\_\_ day of January, 2012.

  
\_\_\_\_\_  
DAVID BEWLEY

  
\_\_\_\_\_  
DONNA BEWLEY

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ROBERT BROWN

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LOIS BROWN

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GEORGE COLLIARD

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DONNA BEWLEY

*Lois Brown*  
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By: [Signature]  
Its: President

Attest: [Signature]  
Secretary

[Signature]  
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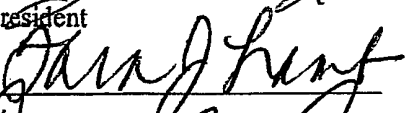
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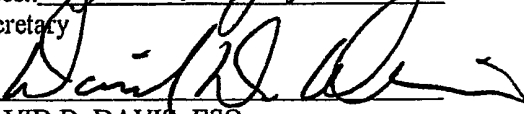
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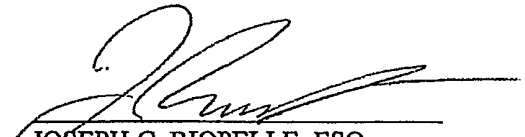
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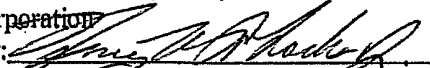
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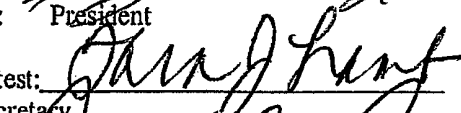
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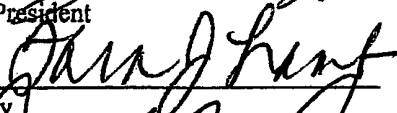
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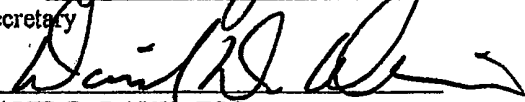
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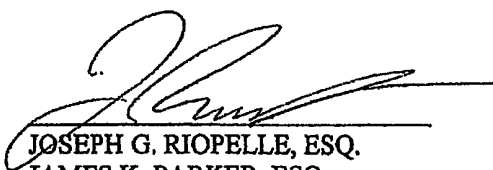
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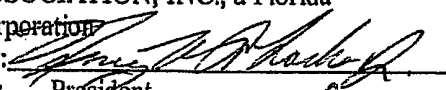
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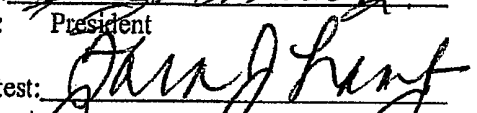
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**EXHIBIT "A" TO SETTLEMENT AGREEMENT**

1. No man-made structures shall be built or erected anywhere within the ENA except as specifically permitted hereunder.
2. A single access point to the ENA shall be located at or near the midpoint between lots 187 and 188. From that point, a pedestrian pathway not more than 5 feet in width may be constructed in a substantially direct line to a roughly circular path no wider than 5 ft. in width which shall be located no nearer than 100 ft. from any point on the rear lot lines of any of the properties surrounding the ENA. Benches shall not be placed along the pathway or anywhere else within the ENA (except for the permitted benches on the observation platform as provided below). No trash receptacles shall be placed within the ENA other than one just outside the entry gate between lots 187 and 188.
3. LMA may construct a covered observation platform within the ENA, subject to the following:
  - A) the observation platform shall not exceed a total of 225 square feet of floor area
  - B) the floor of the observation platform shall be no more than 1 foot above ground
  - C) the roof shall not overhang the floor area and shall not have any roof access provided.
  - D) The walls of the observation platform shall remain open except for necessary roof supports
  - E) no more than two seating benches may be located on the platform
  - F) the observation platform shall not be used for storage
4. Bicycles and motorized vehicles, except for maintenance and security vehicles, shall be prohibited within the ENA.
5. Dogs may be allowed in the ENA, but shall be required to be leashed at all times and owners shall be required to clean up dog droppings.
6. LMA shall provide a fence on its entrance property and a gate adequate to permit maintenance and security vehicles to enter the ENA. The gate shall be kept locked by LMA Security between dusk and 7am, and access to the ENA shall be prohibited between those hours. LMA shall be responsible for the enforcement of the restrictions set forth in this agreement in the same manner and to the same extent that LMA is required to do so for other common areas within The Landings pursuant to the Declaration of Covenants and Restrictions.
7. LMA agrees to take reasonable measures to protect the ENA in the manner recommended by the National Bald Eagle Management Guidelines, as well as any federal, state or county regulations that may be applicable from time to time.
8. No recreational facilities, playground equipment, or athletic fields shall be constructed in the ENA.

9. The horticultural plan approved in the Master Plan dated July 31, 2008 may be implemented and maintained as necessary at the discretion of the LMA Board. All grounds maintenance shall be the responsibility of LMA. There shall be no material changes to the horticultural plan approved in the Master Plan.
10. All trees and other vegetation determined to be invasive by the State of Florida may be removed.
11. Appropriate signage shall be placed at the entrance to the ENA to specify the opening and closing times, that no bicycles or motorized vehicles are permitted and that pets must be on a leash.
12. The parties agree that the ENA is a common area subject to the Amended and Restated Declaration of Covenants and Restrictions on the Commons for the Landings "(Covenants)", as amended from time to time. To the extent, however, that the Covenants conflict with any of the terms set forth in this Agreement, the provisions of this Agreement shall control during its prescribed period.
13. It is understood and agreed that all provisions of this Agreement are subject to change provided the effective date of any change must be no earlier than eight years from the Effective Date of the Agreement . For this purpose, the Effective Date shall be the date when the last party signs a counterpart to the Agreement. Any changes to the Agreement must be made in the same manner following the same procedure as required for amendments to the Declaration of Covenants and Restrictions subject to applicable law.
14. The terms and conditions set forth in this Agreement shall be incorporated into a stipulated final judgment to be entered by the court in the pending litigation and shall be binding on all parties and their heirs, successors and assigns for the agreed upon eight year term of this Agreement and thereafter until changed in the manner provided in paragraph 13 above. Each party shall bear their own attorney fees and costs. All parties irrevocably waive any right to seek rehearing or appeal the final judgment.