

PLEASE COME!!!!!!!!!!

June 27, 2000, 7:00 p.m.

Lake Mary Public Library

It won't take long. Please come we need you there.

Manderley

HOMEOWNERS ASSOCIATION

June 5, 2000

Dear Neighbors:

As you all know we have been in negotiations for over a year with Lennar Homes and the City Of Lake Mary concerning a financial package that would pay the community \$52,000.00, most of which would be used to finance the building of a brick wall on our northern boundary between Manderley and Woodbridge.

Enclosed is the agreement for your review. The City Of Lake Mary has approved the agreement and now we have to decide on it as well.


At our January meeting the board gave its first approval to the agreement so that it could go to the city.

On June 27, 2000 we will have a community meeting to discuss final approval of the agreement at which time it will be explained and all your questions will be answered. Please note that only the people listed on "Exhibit B" need consider the release for their individual homes, **NO ONE ELSE NEED REVIEW OR BE CONCERNED ABOUT THE INDIVIDUAL RELEASES**, only the people on "Exhibit B".

This is the only meeting we will be able to have for the community to explain the agreement. We will have other meetings when and if we get the money so that we get your input on planning how we will use the money. This meeting will not be for planning only explaining.

Also, we on the board want to make sure you have **EVERY** opportunity to give your input on this matter and we are excited about it. **PLEASE REMEMBER**, the community adopted a new by-law in January and now when we call a meeting it probably won't be scheduled several times (like we did in the past) because of our new by-law. Recall, that the quorum requirements reduce each time we don't have a quorum. We start at 50% if we don't have 50% then the meeting is adjourned and **CAN BE** started again immediately with a lower percentage required for a quorum. Ultimately, as few as 10% of our community being present could constitute a quorum on June 27, 2000. That would be 22 people. Please don't let that happen. Our community is too important to let so few of us decide matters that the board believes should be presented to **EVERYBODY**.

Sincerely,



JEFFREY D. DEEN

President Manderley Homeowners Association

AGREEMENT TO RESOLVE DISPUTED CLAIMS

On this ____ day of March, 2000, LENNAR HOMES, INC. ("LENNAR"), MANDERLEY HOMEOWNERS ASSOCIATION, INC. ("HOA") and the CITY OF LAKE MARY, FLORIDA ("LAKE MARY") hereby enter into the following Agreement:

RECITALS

- A. Lennar was the developer of the Manderley residential community in the City of Lake Mary, Florida;
- B. The Manderley community is governed by the HOA of which Lennar is no longer a member;
- C. The HOA and a few residents of the Manderley community have alleged that Lennar promised it would construct a brick wall on the north property line of the Manderley community;
- D. The HOA and a few residents have also alleged that Lennar has failed to comply with certain of its obligations as the developer of the Manderley community, including but not limited to, the construction of a park/playground and certain landscaping;
- E. Lennar specifically denies any of the allegations by the HOA and affirmatively states that the development orders that governed the development of the Manderley community specifically deleted the requirement of constructing a brick wall along the northern boundary of the Manderley community and also did not require the construction of a playground or a park;
- F. Lennar previously agreed to make certain improvements to the landscaping of the Manderley community;
- G. Lake Mary desires to assist its citizens residing in the Manderley community and Lennar (a developer and home builder in the central Florida community and Lake Mary) resolve this dispute by releasing Lennar from certain remaining development obligations at the Manderley community;
- H. All the parties are desirous of reaching a mutually agreeable resolution of this matter.

For and in consideration of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Each of the above recitals is true and correct.
2. The effective date of this Agreement is the date upon which the last person to execute this Agreement has done so.
3. Lennar shall pay the sum of \$52,000.00 to the HOA.

4. HOA releases Lennar and its employees, agents, representatives, offices and directors from any and all claims and causes of action it may have against Lennar and from any obligations Lennar may have at the Manderley community regarding the following:

- (a) Erection of any wall(s), fence(s) or other buffers;
- (b) Landscaping;
- (c) Parks or playgrounds

The Release shall be in the form attached hereto as Exhibit "A".

5. The individual homeowners in the Manderley community, and listed on Exhibit "B" attached hereto, shall release Lennar and its employees, agents, representatives, officers and directors from any and all claims and causes of action they may have against Lennar arising from, under or through the following:

- (a) Erection of any wall(s), fence(s) or other buffers;
- (b) Landscaping;
- (c) Parks or playgrounds

This release shall be in the form attached hereto as Exhibit "C". Nothing contained herein shall cause a release of Lennar as to any warranty obligations it may have with respect to the construction of homes owned by the persons listed on Exhibit "B". This shall not act to reimpose any warranty obligations.

6. The HOA will indemnify, defend, and hold Lennar harmless from any and all claims brought against Lennar; its employees, agents, representatives, officers and directors by past, current or future property owners in the Manderley community resulting from any acts or omissions by Lennar or any of its employees, agents, representatives pertaining in any way to the following:

- (a) Erection of any wall(s), fence(s) or other buffers;
- (b) Landscaping;
- (c) Parks or playgrounds

7. Lake Mary shall release and deem satisfied the following development obligations of Lennar as to the Manderley community development:

- (a) Landscaping;
- (b) Roads;
- (c) Walls, fences or/and other buffers; and
- (d) Sewage collection system located in the right of ways and utility easements in Manderley.

8. The City Commission of Lake Mary shall consider this settlement agreement and vote on whether to approve it within thirty (30) days of its effective date.

