

SETTLEMENT AGREEMENT

1. PARTIES

This Settlement Agreement (the "Agreement") concerning:

- A. SHELLY S. ARMSTRONG PAYER ("Mrs. Armstrong Payer") and JAMES W. PAYER ("Mr. Payer"), individually (Mrs. Armstrong Payer and Mr. Payer shall be collectively referred to herein as "the Payers");
- B. DAVID K. CHEW and BARBARA S. CHEW ("the Chews"), individually; and
- C. STIRRUP KEY HOMEOWNERS ASSOCIATION, INC. ("Stirrup Key"), a Florida not-for-profit corporation (the Payers, the Chews, and Stirrup Key shall be collectively referred to herein as "the Parties"),

is an Agreement which includes a release of claims, and is effective upon the last Party to sign this Agreement.

2. CONSIDERATION

- A. Mrs. Armstrong Payer's Agreement. In consideration for this Agreement and in exchange for the terms and conditions set forth below, and all other consideration described herein and without admission of liability by any of the Parties, and in full satisfaction of all claims, Mrs. Armstrong Payer agrees to:

1) dismiss each of her claims in the following action: *Shelly S. Armstrong*

v. David K. Chew and Barbara S. Chew, and Stirrup Key Homeowners Association, Inc., 16th Circuit Case No. 2011-CA-88-M, in and for Monroe County, Florida (hereinafter referred to as the "Trial Court Lawsuit") against Stirrup Key and the Chews with prejudice, with each party bearing their own attorneys' fees and costs, by executing a Joint Stipulation of Dismissal with Prejudice of Entire Case, with proposed Final Order of Dismissal with Prejudice of Entire Case, attached thereto, in the form attached and incorporated to this Agreement as Exhibit "A"; and

2) dismiss each of her claims in the appellate case: *Shelly S. Armstrong v. David K. Chew and Barbara S. Chew, and Stirrup Key Homeowners Association, Inc.*, 3d DCA Case No. 3D12-2277 (hereinafter "the Appeal") against Stirrup Key and the Chews with prejudice, with each party bearing their own attorneys' fees and costs, by executing a Joint Stipulation of Dismissal with Prejudice of Appeal, in the form attached and incorporated to this agreement as Exhibit "B."

Shelly S. Armstrong y. David K. Chew and Barbara S. Chew, and Stirrup Key Homeowners Association, Inc., Case No. 2011-CA-88-M and Shelly S. Armstrong v. David K. Chew and Barbara S. Chew, and Stirrup Key Homeowners Association, Inc., Case No. 3D12-2277

- B. The Chew's Agreement. In consideration for this Agreement and in exchange for the terms and conditions set forth above, and all other consideration described herein and without admission of liability by any of the Parties, and in full satisfaction of all claims, the Chews agree to:
- 1) waive any and all rights they may have to seek entitlement to attorneys' fees and costs incurred in the Trial Court Lawsuit and the Appeal;
 - 2) execute a Joint Stipulation of Dismissal with Prejudice of Entire Case, with proposed Final Order of Dismissal with Prejudice of Entire Case, attached thereto, in the form attached and incorporated to this Agreement as Exhibit "A"; and
 - 3) execute a Joint Stipulation of Dismissal with Prejudice of Appeal, in the form attached and incorporated to this Agreement as Exhibit "8."
- C. Stirrup Key's Agreement. In consideration for this Agreement and in exchange for the terms and conditions set forth above, and all other consideration described herein and without admission of liability by any of the Parties, and in full satisfaction of all claims, Stirrup Key agrees to:
- 1) dismiss its claims of declaratory relief filed in the Trial Court Lawsuit with prejudice, with each party bearing their own attorneys' fees and costs, by executing a Joint Stipulation of Dismissal of Entire Case with Prejudice, with proposed Final Order of Dismissal with Prejudice of Entire Case, attached thereto, if the form attached and incorporated to this Agreement as Exhibit "A";
 - 2) waive any and all rights it may have to seek entitlement to its attorneys' fees and costs incurred in the Trial Court Lawsuit and the Appeal; and
 - 3) Execute a Joint Stipulation of Dismissal with Prejudice of Appeal, in the form attached and incorporated to this Agreement as Exhibit "8."

Shelly S. Armstrong y. David K. Chew and Barbara S. Chew, and Stirrup Key Homeowners Association, Inc., Case No. 2011-CA-88-M and Shelly S. Armstrong v. David K. Chew and Barbara S. Chew, and Stirrup Key Homeowners Association, Inc., Case No. 3D12-2277

3. RELEASES

A. GENERAL RELEASE AND DISCHARGE BY THE PAYERS

In consideration of the covenants undertaken, including, but not limited to, the Consideration above, the Payers further agree as follows:

The Payers, on behalf of their descendants, ancestors, dependents, heirs, personal representatives, attorneys, family members, spouse, directors, officers, owners, agents, employees, managers, partners, insurers, executors, administrators, assigns, successors, affiliates, subsidiaries, companies, professional associations, partnerships, and corporations, also covenant not to sue and fully release and forever discharge the Chews their descendants, ancestors, dependents, heirs, personal representatives, attorneys, family members, directors, officers, owners, agents, employees, managers, partners, insurers, executors, administrators, assigns, successors, affiliates, subsidiaries, companies, professional associations, partnerships, corporations and any corporate entities affiliated therewith, past and present, and Stirrup Key, its directors, officers, owners, residents, invitees, agents, employees, attorneys, members, managers, partners, insurers (including, but not limited to, CNA Global Specialty Lines), insureds, stockholders, representatives, assigns, predecessors, successors, subsidiaries, professional associations, partnerships, corporations, and any corporate entities affiliated therewith, past and present, together and collectively referred to herein as "the Released Parties," none of whom admit liability, but all expressly deny any liability with respect to and from any and all claims, wages, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys' fees, willful and wanton violation of law, damages, negligence, negligent misrepresentation, gross negligence, willful and wanton disregard, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, on account of all damages, including compensatory, economic, non-economic, including, but not limited to, loss of use of property, diminution of value of property, actual damages, costs, punitive damages, interest, and all other damages, known and unknown, both to person and property of and from any and all rights, claims, demands, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, claims and demands of whatsoever kind or nature, in law or in equity, actions or causes of action, suit or suits, controversies, sum or sums of money, on account of, or in any way growing out of, any and all known and unknown, foreseen and unforeseen, loss or damage, and the consequences thereof, alleged to have arisen out of, or which have resulted, or may in the future develop

arising out of all transactions, business dealings, contracts, services or professional services, account stated, open accounts, or equitable relief, which the Payers now own or hold or have at any time owned or held against the Released Parties, arising out of any

Shelly S. Armstrong y. David K. Chew and Barbara S. Chew, and Stirrup Key Homeowners Association, Inc., Case No. 2011-CA-88-M and

Shelly S. Armstrong v. David K. Chew and Barbara S. Chew, and Stirrup Key Homeowners Association, Inc., Case No. 3D12-2277

loss, damage or injury whatsoever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of said Released Parties, committed or omitted prior to the date of this Agreement including, but not limited to, alleged violations of Stirrup Key's governing documents, including, but not limited to, alleged violations of Stirrup Key's Amended and Restated Master Declaration of Restrictions for Stirrup Key, dated May 30, 1996, as recorded in Official Records Book 1419, Page 703 of the Public Records of Monroe County, Florida, and alleged violations of Stirrup Key's Amended and Restated Master Declaration of Restrictions for Stirrup Key, dated April 3, 2008, as recorded in Official Records Book 2354, Page 255 of the Public Records of Monroe County, Florida. This Agreement is to include, but not to be limited to, all claims and causes of action, general or specific, which could be or have been alleged against any and all persons and entities, including, but not limited to, those sounding in breach of contract, breach of deed restrictions, breach of fiduciary duty, breach of homeowner association governing documents, trespass, ejectment, slander of title, defamation, intentional interference with a business relationship, negligence, professional negligence, negligent misrepresentation, fraud, gross negligence, claims involving willful and wanton disregard, equitable relief, including, but not limited to, injunctive relief, declaratory relief, specific performance, promissory estoppel, any violations involving breach of statutory, common law, or duties under Florida's common law, and/or Florida's Homeowners' Association Act, Chapter 720, Florida Statutes, which were raised or could have been raised, in connection with the Trial Court Lawsuit and/or the Appeal.

The Payers fully understand and agree that this Agreement includes, but is not limited to, any and all claims, damages, compensatory, economic and noneconomic, including, but not limited to, promissory estoppel, declaratory relief, specific performance, actual, special, lost profits, costs, interest, punitive, loss of use of property, diminution in value of property, and all other damages, attorneys' fees and costs, actions and causes of actions alleged or which could have been alleged or brought under the laws, codes and statutes of any and all state, federal, foreign, local or territorial jurisdictions. This Agreement is also to apply to any and all claims for costs and attorneys' fees arising out of the Trial Court Lawsuit and the Appeal, which are the subject of this Agreement.

C. LIMITED RELEASE AND DISCHARGE BY THE CHEWS

In consideration of the covenants undertaken, including, but not limited to, the Consideration above, the Chews further agree as follows:

The Chews, on their own behalf, hereby remise, release, acquit, satisfy, and forever discharge the Payers and Stirrup Key from any and all claims and counterclaims, including, but not limited to, claims for injunctive relief, trespass, ejectment, breach of covenants, breach of contract, unjust enrichment, demands,

Shelly S. Armstrong v. David K. Chew and Barbara S. Chew, and Stirrup Key Homeowners Association, Inc., Case No. 2011-CA-88-M
and

Shelly S. Armstrong v. David K. Chew and Barbara S. Chew, and Stirrup Key Homeowners Association, Inc., Case No. 3012-2277

damages, attorneys' fees, costs, actions, causes of action, liabilities, suits, judgments, liens, losses, expenses, debts, obligations, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, promises, contracts, agreements, controversies, variances, trespasses, executions, and demands of any kind or nature whatsoever, in law or equity, on account of all damages, including actual, compensatory, economic, non-economic, punitive, and all other damages, both to person and property, whether known or unknown, suspected or unsuspected, fixed or contingent, whether or not asserted, threatened, alleged, or litigated, which the Chews ever had or now have against the Payers in any capacity, by reason of any matter, cause or thing whatsoever related only to the subject matters of, or which could have been raised in connection with the Trial Court Lawsuit and the Appeal only. Without limiting the foregoing, the Chews do not release any claims which the Chews ever had or now have against the Payers or Stirrup Key in any capacity, by reason of any matter, cause or thing whatsoever not related to the subject matters of, or which could have been raised in connection with the Trial Court Lawsuit and the Appeal.

D. LIMITED RELEASE AND DISCHARGE BY STIRRUP KEY

In consideration of the covenants undertaken, including, but not limited to, the Consideration above, Stirrup Key further agree as follows:

Stirrup Key, on its own behalf, hereby remise, release, acquit, satisfy, and forever discharge the Payers and the Chews from any and all claims and counterclaims, including, but not limited to, claims for injunctive relief, trespass, ejectment, breach of covenants, breach of contract, unjust enrichment, demands, damages, attorneys' fees, costs, actions, causes of action, liabilities, suits, judgments, liens, losses, expenses, debts, obligations, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, promises, contracts, agreements, controversies, variances, trespasses, executions, and demands of any kind or nature whatsoever, in law or equity, on account of all damages, including

actual, compensatory, economic, non-economic, punitive, and all other damages, both to person and property, whether known or unknown, suspected or unsuspected, fixed or contingent, whether or not asserted, threatened, alleged, or litigated, which Stirrup Key ever had or now has against the Payers in any capacity, by reason of any matter, cause or thing whatsoever related only to the subject matters of, or which could have been raised in connection with the Trial Court Lawsuit and the Appeal 9.Dlv,. Without limiting the foregoing, Stirrup Key does not release any claims which Stirrup Key ever had or now have against the Payers or the Chews in any capacity, by reason of any matter, cause or thing whatsoever not related to the subject matters of, or which could have been raised in connection with the Trial Court Lawsuit and the Appeal.

Shelly S. Armstrong y. David K. Chew and Barbara S. Chew, and Stirrup Key Homeowners Association, Inc., Case No. 2011-CA-88-M and Shelly S. Armstrong v. David K. Chew and Barbara S. Chew, and Stirrup Key Homeowners Association, Inc., Case No. 3D12-2277

4. NON-DISPARAGEMENT

The Payers agree not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of the Chews, their descendants, ancestors, dependents, heirs, personal representatives, attorneys, family members, directors, officers, owners, agents, employees, managers, partners, insurers, executors, administrators, assigns, successors, affiliates, subsidiaries, companies, professional associations, partnerships, corporations and any corporate entities affiliated therewith, past and present, or Stirrup Key, its directors, family members, officers, owners, residents, invitees, agents, employees, attorneys, members, managers, partners, insurers (including, but not limited to, CNA Global Specialty Lines), insureds, stockholders, representatives, assigns, predecessors, successors, subsidiaries, professional associations, partnerships, corporations, and any corporate entities affiliated therewith, past and present. The Payers acknowledge and agree that this prohibition extends to statements, written or verbal, made on websites, including, but not limited to, blogs and social media websites, such as, Facebook, MySpace, Twitter, and YouTube, to anyone, including but not limited to, the news media and Stirrup Key residents.

The Payers understand and agree that the foregoing non-disparagement provision is a material provision of this Agreement and that any breach of this provision shall be a material breach of this Agreement, and that the Chews *and/or* Stirrup Key would be irreparably harmed by violation of this provision.

5. DENIAL OF ANY VIOLATION-AGREEMENT NOT EVIDENCE

The Parties expressly deny any violation of any of state or federal laws or regulations. Accordingly, while this Agreement resolves all issues between the

Parties relating to any alleged violation by of any state or federal law or regulation, this Agreement does not constitute adjudication or finding on the merits and it is not, and shall not be construed as, an admission by any of the Parties for any violation of state or federal laws or regulations. Moreover, neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of or an admission by any of the Parties for any violation of state or federal laws or regulations. This Agreement may be introduced, however, in any proceeding to enforce the Agreement.

6. WARRANTY OF NONTRANSFER OF RELEASED MATTER

The Payers warrant and represent that they have not previously assigned or transferred to any person not a party to this Agreement any released matter or any part or portion of released matter and the Payers agree to defend, indemnify and hold."

Shelly S. Armstrong y. David K. Chew and Barbara S. Chew, and Stirrup Key Homeowners Association, Inc., Case No. 2011-CA-88-M and

Shelly S. Armstrong v. David K. Chew and Barbara S. Chew, and Stirrup Key Homeowners Association, Inc., Case No. 3D12-2277

harmless Stirrup Key and the Chews from any and all actions, claims, liens, or demands of any nature that are filed or will be filed against Stirrup Key or the Chews which arise out of the alleged damages to the Payers, the Payers' heirs, assigns, agents or insurers, resulting or claimed to have resulted from the Trial Court Lawsuit or the Appeal. In case any suit or other proceeding shall be brought on account of such claim, lien, or demand, the Payers agree to pay any costs, expenses, and attorneys' fees incurred in the defense of such action and to pay all judgments that may be incurred or claimed against Stirrup Key or the Chews.

7. COMPLETE AGREEMENT

This instrument constitutes and contains the entire Agreement and understanding concerning the subject matters addressed in this Agreement between the Parties, and this instrument supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matters of this Agreement. This is an integrated document.

8. SEVERABILITY OF INVALID PROVISIONS

If any provision of this Agreement or the application of any provision is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications, and to this end the provisions of this Agreement are declared to be severable.

9. CHOICE OF LAW

This Agreement shall be deemed to have been executed and delivered within the State of Florida, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida without regard to principles of conflict of laws. This Court shall retain full jurisdiction of the enforcement of this agreement.

10. JOINT PREPARATION OF AGREEMENT

Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis that the Party was the drafter.

11. WAIVER OF BREACH-EFFECT

No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

Shelly S. Armstrong y. David K. Chew and Barbara S. Chew, and Stirrup Key Homeowners Association, Inc., Case No. 2011-CA-88-M and Shelly S. Armstrong v. David K. Chew and Barbara S. Chew, and Stirrup Key Homeowners Association, Inc., Case No. 3D12-2277

12. FULL UNDERSTANDING AND VOLUNTARY ACCEPTANCE

In entering this Agreement, the undersigned signatories represent he/she has relied on the advice of his/her attorney, who is the attorney of his/her own choice, and that the terms of this Agreement have been completely read and explained by his/her attorney, and that those terms are fully understood and voluntarily accepted by him/her. The undersigned signatories declare, covenant and warrant that he/she is over the age of eighteen (18) years, and that he/she is not suffering from any legal, mental or physical disabilities which would impair or disable him/her from executing this Agreement and that there has been no representations and/or statements made by the Parties hereto or their agents, insurers, or representatives to influence him/her in making or executing this Agreement.

13. SIGNATURE

While it is the intention of the Parties to provide original executed settlement papers, a facsimile signature, a scanned and e-mailed signature, a signed copy of this Agreement, and/or the Joint Stipulation for Dismissal with Prejudice of Entire Case attached as Exhibit "A," and/or the Joint Stipulation of Dismissal with Prejudice of Appeal attached as Exhibit "8" shall be sufficient for all purposes, including enforcement.

14. FURTHER EXECUTIONS

The Parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force to the basic terms and intent of this Agreement and which are not inconsistent with its terms.

15. HEADINGS NOT BINDING

The use of headings in this Agreement is only for ease of reference, and the headings have no effect and are not to be considered part or a term of this Agreement.

16. LITIGATION-COSTS AND EXPENSES

In the event of litigation in connection with or concerning the subject matter of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by the prevailing party in connection with the litigation, including reasonable attorneys' fees and costs.

[SIGNATURE PAGES TO FOLLOW]

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR
MONROE COUNTY, FLORIDA

SHELLEY S. ARMSTRONG,

Plaintiff,

CASE NO.: 2011-CA-88-M

vs.

DAVID K. CHEW and BARBARA S.
CHEW, and STIRRUP KEY
HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation,

Defendants.

JOINT STIPULATION OF DISMISSAL WITH PREJUDICE OF ENTIRE CASE

COME NOW, by and through undersigned counsel, Plaintiff/Counter-Plaintiff, SHELLY S. ARMSTRONG, Defendants, DAVID K. CHEW and BARBARA S. CHEW, and Intervenor/Counter-Defendant, STIRRUP KEY HOMEOWNERS ASSOCIATION, INC., and this matter being amicably resolved, these Parties STIPULATE and AGREE that:

1. The Parties have amicably settled their differences.
2. The Parties herein stipulate to the dismissal with prejudice of all pleadings, claims, and counterclaims asserted in the above-referenced matter.
3. The Parties to the settlement are to bear their own costs and attorneys' fees incurred in this cause.

WHEREFORE, the Parties respectfully request the Court to enter their proposed Final Order of Dismissal with Prejudice of the Entire Case, attached hereto as Exhibit 1.

EXHIBIT "1"

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE
COUNTY, FLORIDA

CASE NO.: 2011-CA-88-M

SHELLEY S. ARMSTRONG,

Plaintiff,

vs.

DAVID K. CHEW and BARBARA S.
CHEW, and STIRRUP KEY
HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation,

Defendants.

FINAL ORDER OF DISMISSAL WITH PREJUDICE OF ENTIRE CASE

The Court, having received a Joint Stipulation of Dismissal with Prejudice of Entire Case, signed by counsel for Plaintiff/Counter-Plaintiff, SHELLY S. ARMSTRONG, counsel for Defendants, DAVID K. CHEW and BARBARA S. CHEW, and counsel for Intervenor/Counter-Defendant, STIRRUP KEY HOMEOWNERS ASSOCIATION, INC., and having been advised of the settlement between Plaintiff/Counter-Plaintiff, SHELLY S. ARMSTRONG, Defendants, DAVID K. CHEW and BARABRA S. CHEW, and Intervenor/Counter-Defendant, STIRRUP KEY HOMEOWNERS ASSOCIATION, INC., it is

ORDERED AND ADJUDGED as follows:

1. All pleadings, claims, and counter-claims in the above-styled cause between Plaintiff/Counter-Plaintiff, SHELLY S. ARMSTRONG, Defendants, DAVID K. CHEW and BARABRA S. CHEW, and Intervenor/Counter-Defendant, STIRRUP KEY HOMEOWNERS ASSOCIATION, INC., are hereby dismissed with prejudice, with the parties bearing their own attorneys' fees and costs incurred in this case.

EXHIBIT "1"

2. The resolution reached between Plaintiff/Counter-Plaintiff, SHELLY S. ARMSTRONG, Defendants, DAVID K. CHEW and BARABRA S. CHEW, and Intervenor/Counter-Defendant, STIRRUP KEY HOMEOWNERS ASSOCIATION, INC., is in full and final consideration of any and all outstanding claims, counter-claims, and damages which the Parties may have incurred in the case at hand.

3. Plaintiff/Counter-Plaintiff, SHELLY S. ARMSTRONG, Defendants, DAVID K. CHEW and BARBARA S. CHEW, and Intervenor/Counter-Defendant, STIRRUP KEY HOMEOWNERS ASSOCIATION, INC., are hereby discharged from any further responsibility with respect to any such claims, counterclaims and attorneys' fees and costs in connection therein or which may be claimed herein. The Parties shall go hence without day.

DONE and ORDERED in Chambers at Marathon, Monroe County, Florida, this
___ day of _____, 2012.

HONORABLE RUTH BECKER CIRCUIT
COURT JUDGE

Copies furnished to:
Scott A. Bassman, Esq.
Franklin D. Greenman, Esq.
Richard Malafy, Esq.
David Rogel, Esq.

SHELLYS. PAYER, CASE NO.: 3D12-2277

Appellant, LOWER TRIBUNAL NO.: 11-88
v. DAVID K. CHEW and BARBARA
S. CHEW and STIRRUP KEY HOMEOWNERS ASSOCIATION, INC., a Florida not for
profit corporation,

Appellees.

JOINT STIPULATION OF DISMISSAL WITH PREJUDICE

Appellant, SHELLY S. PAYER and Appellees, DAVID K. CHEW and BARBARA
S. CHEW and STIRRUP KEY HOMEOWNERS ASSOCIATION, INC., pursuant Rule
9.350 of the Florida Appellate Rules of Procedure, and as the Parties have reached
an amicable resolution, hereby file this Joint Stipulation of Dismissal with Prejudice
of the Appeal in the above-styled cause, with each party bearing its own attorneys'
fees and costs.

EXHIBIT "B"