



Attorneys at Law

120 Butler Street, Suite B
West Palm Beach, FL 33407
Telephone: 561-833-8773
Facsimile: 561-833-0543

www.Prestigelandlaw.com

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Lindsay Demmery, Esq.
LDemmery@PrestigeLandLaw.com

Board Certified Real Estate Attorney

***BY ELECTRONIC AND CERTIFIED
US MAIL, RETURN RECEIPT REQUESTED TO:***

Bobbin Brook Homeowners Association, Inc.,
Elizabeth B. Burgess, Esq.
Carr Allison
305 South Gadsden Street
Tallahassee, FL 32301
eburgess@carrallison.com
and
P. O. BOX 1713
TALLAHASSEE, FL 32302

STATUTORY OFFER TO PARTICIPATE IN PRE-SUIT MEDIATION

Re: Bobbin Brook Drainage Easement Issues

Dear Board of Directors,

The alleged aggrieved party, Daniel Bean and Vivien Szu-Tu ("Homeowners"), hereby demand that Bobbin Brook Homeowners Association, Inc. ("Association"), as the responding party, engage in mandatory pre-suit mediation in connection with the following disputes, which by statute are of a type that are subject to pre-suit mediation:

- I. Breach and failure to enforce Association's covenants, specifically but not limited to breach of Art. II(Section 1), Art. V, of the Declaration of Covenants, Conditions and Restrictions of Bobbin Brook ("the Declaration").
- II. Failure of the Association to maintain its drainage and easements, as required under the Association's governing documents, including but not limited to Art. V of the Declaration;
- III. Discriminatory practices by the Association against the Homeowners; and
- IV. Breach of fiduciary duties and undue delays by the Board of Directors causing extensive damages to the Homeowners and as well as the Association.

Pursuant to section 720.311, Florida Statutes, this demand to resolve the dispute through pre-suit mediation is required before a lawsuit can be filed concerning the dispute. Pursuant to the statute, the parties are required to engage in pre-suit mediation with a neutral third-party mediator in order to attempt to resolve this dispute without court action, and the aggrieved party demands that you likewise agree to this process. If you fail to participate in the mediation process, suit may be brought against you without further warning.

The process of mediation involves a supervised negotiation process in which a trained, neutral third-party mediator meets with both parties and assists them in exploring possible opportunities for resolving part or all of the dispute. By agreeing to participate in pre-suit mediation, you are not bound in any way to change your position. Furthermore, the mediator has no authority to make any decisions in this matter or to determine who is right or wrong and merely acts as a facilitator to ensure that each party understands the position of the other party and that all options for reasonable settlement are fully explored.

If an agreement is reached, it shall be reduced to writing and becomes a binding and enforceable commitment of the parties. A resolution of one or more disputes in this fashion avoids the need to litigate these issues in court. The failure to reach an agreement, or the failure of a party to participate in the process, results in the mediator declaring an impasse in the mediation, after which the aggrieved party may proceed to court on all outstanding, unsettled disputes. If you have failed or refused to participate in the entire mediation process, you will not be entitled to recover attorney's fees, even if you prevail.

The aggrieved party has selected and hereby lists five certified mediators who we believe to be neutral and qualified to mediate the dispute. You have the right to select any one of these mediators. The fact that one party may be familiar with one or more of the listed mediators does not mean that the mediator cannot act as a neutral and impartial facilitator. Any mediator who cannot act in this capacity is required ethically to decline to accept engagement. The mediators that we suggest (however we are open to suggestions outside the below list), and their current hourly rates, are as follows:

- 1. Kelly Overstreet Johnson**
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
Monroe Park Tower, Suite 925
101 N. Monroe Street
Tallahassee, FL 32301
Tel: 850-425-7500/7575/7576
- 2. Dominic M. Caparello**
Messer, Caparello & Self P.A.
2618 Centennial Place
PO Box 15579
Tallahassee, FL 32308
Tel: (850) 222-0720

- 3. Mark E. Becker**
Attorney and Mediator
3508 Willow Springs Lane
Tallahassee, FL 32312
Tel: (850) 591-5732
- 4. Thomas H. Bateman III**
Messer Caparello P.A.
2618 Centennial Place
PO Box 15579
Tallahassee, FL 32308
Tel: (850) 201-5221
- 5. Kenneth B. Bell**
Gunster
215 South Monroe Street
Suite 601
Tallahassee, FL 32301
Tel: (850) 521-1980

You may contact the offices of these mediators to confirm that the listed mediators will be neutral and will not show any favoritism toward either party. The Florida Supreme Court can provide you a list of certified mediators.

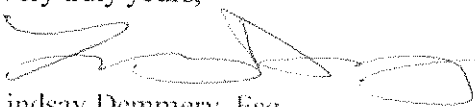
Unless otherwise agreed by the parties, section 720.311(2)(b), Florida Statutes, requires that the parties share the costs of pre-suit mediation equally, including the fee charged by the mediator. An average mediation may require three to four hours of the mediator's time, including some preparation time, and the parties would need to share equally the mediator's fees as well as their own attorney's fees if they choose to employ an attorney in connection with the mediation. However, use of an attorney is not required and is at the option of each party. The mediators may require the advance payment of some or all of the anticipated fees. The aggrieved party hereby agrees to pay or prepay one-half of the mediator's estimated fees and to forward this amount or such other reasonable advance deposits as the mediator requires for this purpose. Any funds deposited will be returned to you if these are in excess of your share of the fees incurred.

To begin your participation in pre-suit mediation to try to resolve the dispute and avoid further legal action, please sign below and clearly indicate which mediator is acceptable to you. We will then ask the mediator to schedule a mutually convenient time and place for the mediation conference to be held. The mediation conference must be held within ninety (90) days of this date, unless extended by mutual written agreement. **In the event that you fail to respond within 20 days from the date of this letter,** or if you fail to agree to at least one of the mediators that we have suggested or to pay or prepay to the mediator one-half of the costs involved, the aggrieved party will be authorized to proceed with the filing of a lawsuit against you without further notice and may seek an award of attorney's fees or costs incurred in attempting to obtain mediation.

Therefore, please give this matter your immediate attention. By law, your response must be mailed by certified mail, return receipt requested, and by first-class mail to the address shown on this demand.

I look forward to hearing from you within the next twenty-one days as to your course of action.

Very truly yours,


Lindsay Demmery, Esq.

cc. Homeowners

RESPONDING PARTY: YOUR SIGNATURE INDICATES YOUR AGREEMENT TO THAT CHOICE.

AGREEMENT TO MEDIATE

The undersigned hereby agrees to participate in pre-suit mediation and agrees to attend a mediation conducted by the following mediator or mediators who are listed above as someone who would be acceptable to mediate this dispute:

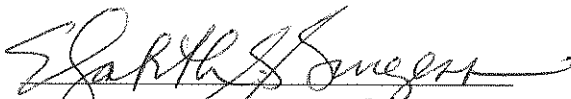
(List acceptable mediator or mediators.)

Kelly Johnson, Dom Capareello, Tom Bateman, Kenneth Bell

I/we further agree to pay or prepay one-half of the mediator's fees and to forward such advance deposits as the mediator may require for this purpose.

Signature of responding party:

Bobbin Brook Homeowners Association, Inc.,


By: Elizabeth Burgess
Its: Attorney

Telephone contact information

850 - 222 - 2107

eburgess@carrollison.com