

SETTLEMENT AGREEMENT

Pursuant to Section 760.34(4), Florida Statutes (2006), FRANCES J. GREGORY ("Gregory") elected to have the STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL, OFFICE OF CIVIL RIGHTS ("Attorney General") represent her regarding allegations that VENICE REAL ESTATE HOLDING CO., d/b/a MYAKKA RIVER RV PARK, PETER RICHARD (as President of Venice Real Estate Holding, Co.) AND MIKE TURNER (collectively "Venice Real Estate") violated the Florida Fair Housing Act by committing discriminatory housing practices based on familial status and race.

Statement of Facts

A. Myakka River RV Park ("the Park") is a 77-acre RV Park and Campground located in Venice, Sarasota County, Florida.

B. Gregory was a resident of the Park from May or June 2001 through May 2007. During her residency, Gregory's three grandchildren resided with her periodically. All of Gregory's grandchildren are biracial.

C. During Venice Real Estate Holding Co.'s ownership of the Park, a number of rules concerning children were enforced. Specifically, Rule 11 advised "[c]hildren must be accompanied by an adult at all times." Further, Rule 5(f) prohibited "[u]nescorted or unattended children walking to and from, or playing in the driveways." Likewise, notices posted at the pool stated "[c]hildren under the age of 18 can only swim between the hours of 10 a.m. and 11 a.m. and 4 p.m. and 5 p.m. with adult supervision only."

D. From January 2006 through June 2006, Gregory received several violation notices

from the Park concerning her grandchildren's violations of its rules. For instance, in January 2006, Gregory received a notice because her grandchildren were not supervised while playing with fireworks. Similarly, in April 2006, she received a notice because her grandson was riding his bike unsupervised. Also, by letter dated June 16, 2006, Gregory was advised she was in violation of the Park's rules because her grandchildren were swimming at 5:25 p.m. Gregory alleged the Park's property manager, Michael Turner, made racially disparaging comments about her grandchildren. Mr. Turner and the park's owner, Venice Real Estate Holding Co., deny this allegation. On June 19, 2006, Ms. Gregory was issued a Notice of Eviction by the park for failure to pay rent in April, May and June 2006, totaling \$1,575.00.

E. Subsequently, On August 8, 2006, Gregory filed a complaint ("the Complaint") with the Florida Commission on Human Relations ("FCHR") against Venice Real Estate Holding Co. alleging racial and familial status discrimination in violation of the Fair Housing Act. On January 18, 2007, the FCHR issued a Notice of Determination of Cause finding reasonable cause to believe that a discriminatory housing practice occurred in violation of § 760.23. Pursuant to 760.34(4), Gregory elected for the Attorney General to represent her.

F. Shortly thereafter, on or about September 11, 2006, Venice Real Estate Holding Co. sold the Park to Myakka River RV Resorts, LLC ("the New Owner"), a Limited Liability Company whose sole member and manager is Jim Cain. The New Owner's involvement in this matter arises solely from its ownership of the Park subsequent to the occurrence of the violations of the Florida Fair Housing Act by Venice Real Estate Holding Co., and Gregory's filing of the Complaint.

F. After purchasing Myakka River from Venice Real Estate Holding Co, the New Owner

significantly revised and published a new set of rules and regulations. The new rules eliminated the rules and regulations cited by Gregory in her Complaint, that were formerly enforced by the Park prior to the New Owner's ownership.

G. Without a trial or adjudication on the merits, the parties consented to the entry of this Settlement Agreement, as indicated by the signatures appearing below. This Settlement Agreement is entered into by and between the Attorney General, Frances Gregory, Venice Real Estate Holding Co., through its owner, Peter Richard and the New Owner, for the sole purpose of ongoing monitoring of the Rules and Regulations utilized at the Park, Myakka River RV Resort, LLC.

NOW, THEREFORE, the parties hereby stipulate **and agree to the following:**

GENERAL PROVISIONS

1. The terms recited in this Settlement Agreement are contractual and not merely a recital.
2. The parties hereto state that each has read and fully understand the significance of the terms set forth herein, and have executed this Settlement Agreement voluntarily, with or without the advice of counsel.
3. All signatories to this Settlement Agreement certify they have authority to enter into this legally binding agreement.
4. The parties enter into this Settlement Agreement freely and voluntarily.
5. This Settlement Agreement will become effective as of the date last signed by all of the parties hereto.
6. The parties agree that in the interest of quickly concluding this matter, the execution

of this Settlement Agreement may be accomplished by separate execution of this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.

I. PROHIBITORY INJUNCTIVE RELIEF

Venice Real Estate Holding Co. will not violate the Florida Fair Housing Act, § 760.20, et seq., or 760.51 Florida Statutes (2006). Further it agrees it will not:

(1) discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith because of race, color, national origin, sex, handicap, familial status, or religion; and

(2) make, print, or publish or cause to be made, printed or published, any notice, statement, or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, national origin, sex, handicap, familial status, or religion.

II. IMPLEMENTATION OF REVISED RULES AND REGULATIONS

(1) Although the Attorney General makes no allegations of wrongdoing against the New Owner, the New Owner agreed to revise and republish the Rules and Regulations within the Resort to assure compliance with the Florida and federal Fair Housing Act.

(2) The New Owner shall notify all owners and/or residents of its revised Rules and Regulations.

(3) The New Owner and the Attorney General agree that the revised Rules and Regulations are in compliance with the laws of the State of Florida.

(4) For a period of three (3) years, the New Owner shall advise the Attorney General

thirty (30) days prior to enacting any Rules, Regulations, By-Laws, Declarations, Covenants, or any other governing document that relates to or affects the rights of families with children.

(5) The New Owner shall post an official HUD fair housing poster in a conspicuous location in the office, which shall be provided to the New Owner by Attorney General.

III. MONITORING

(1) For a period of three (3) years, The New Owner agrees to forward all written complaints regarding racial and/or familial status discrimination to the Attorney General within thirty (30) days of receipt. The New Owner shall retain copies of all written complaints for the three (3) year duration of the Settlement Agreement.

(2) Within thirty (30) days of the date of entry of this Settlement Agreement, the New Owner shall, send all employees working at Myakka River RV Resort a copy of the Settlement Agreement.

Each person receiving a copy of the Settlement Agreement shall execute a statement acknowledging he or she received and read a copy of the Settlement Agreement and that he or she understands and agrees to act in accordance with the requirements contained therein. Copies of such statements shall be retained and held in the Park's office. Upon reasonable notice, representatives of the Attorney General shall be permitted to inspect and copy said statements.

During the three (3) year duration of this Settlement Agreement, the New Owner shall distribute copies of this Settlement Agreement to all new members, managing members of the New Owner and employees of the Park, or any other individuals acting on behalf of the New Owner that has contact with the Park's residents. Each person receiving a copy of the Settlement shall execute a statement acknowledging that he or she has received and read a copy of the

Settlement Agreement and that he or she understands and agrees to act in accordance with the requirements contained therein. Copies of such statements shall be retained at the Park's office. Upon reasonable notice, representatives of the Attorney General shall be permitted to inspect and copy said statements.

(3) For a period of three (3) years beginning from the date of this Settlement Agreement, Venice Real Estate and the New Owner shall preserve all records which are the source of, contain, or relate to any information pertinent to its obligation under this Settlement Agreement, including, but not limited to, rules, regulations, declarations or by-laws are discussed, and fines and penalties assessed. Upon reasonable notice, representatives of the Attorney General shall be permitted to inspect and copy said all such records.

IV. TRAINING

(1) Within thirty (30) days of the date of entry of this Settlement Agreement, the sole member and manager of the New Owner and all of the Park's employees shall execute a statement acknowledging that he or she received and read a copy of the Guide to the Florida and Federal Fair Housing Acts¹ and Joint Statement of the Department of Housing and Urban Development and the Department of Justice, Reasonable Accommodations Under the Fair Housing Act (hereinafter referred to collectively as the "Guide"), explaining his or her responsibilities under the state and federal Fair Housing Acts and that he or she agrees to act in accordance with the requirements contained therein. Copies of such statements shall be retained at the Park's office. Upon reasonable notice, representatives of the Attorney General shall be

¹This document was drafted by the Attorney General's Office to provide a general explanation of the Florida and Federal Fair Housing Acts. It is not intended to be a substitute for legal advice.

permitted to inspect and copy said statements.

During the three (3) year duration of this Settlement Agreement, the New Owner shall distribute the Guide within thirty (30) days of the installation of successor members, managing members or employees of the Park. Each person receiving a copy of the Guide shall execute a statement acknowledging that he or she has received and understands it and agrees to act in accordance with the requirements contained therein. Copies of such statements shall be retained at the Park's office. Upon reasonable notice, representatives of the Attorney General shall be permitted to inspect and copy said statements.

(2) For a period of three (3) years beginning from the date of this Settlement Agreement, the New Owner shall preserve all records which are the source of, contain, or relate to any information pertinent to its obligation under this Settlement Agreement. Upon reasonable notice, representatives of the Attorney General shall be permitted to inspect and copy all such records.

V. MONETARY PAYMENT

In settlement of all claims for damages alleged against Venice Real Estate (but not admitted to) in this action, Venice Real Estate shall pay the sum of Seven Thousand Five Hundred Dollars (\$7,500.00). Within thirty (30) days following the execution of this Settlement Agreement, Venice Real Estate shall deliver to the undersigned attorney, for the State of Florida, Department of Legal Affairs, Office of the Attorney General, who will then forward the check to Frances Gregory. The check shall be made payable to Frances Gregory.

Venice Real Estate shall pay to the Attorney General the sum of Two Thousand Five Hundred Dollars (\$2,500.00) representing attorney's fees associated with the investigation and resolution of Gregory's complaint against Venice Real Estate for violating the Florida Fair

Housing Act, §760.20, *et seq.*, Florida Statutes (2003). Within thirty (30) days of execution, Venice Real Estate shall pay to the Attorney General's representative attorney's fees and costs incurred by the Attorney General on the investigation and resolution of this matter. The check shall be sent to: Shanika Graves, 110 S.E. 6th Street, 10th Floor, Ft. Lauderdale, Florida, 33301 and made payable to the Department of Legal Affairs.

VI. SETTLEMENT OF DISPUTED CLAIMS

The parties to this Settlement Agreement hereby affirm that this is a settlement of disputed claims, including any and all claims under any statute or common law that Ms. Gregory, or the State of Florida have, had or may have had against the named Defendants, related to the instant matter and Ms. Gregory's FCHR complaint, from the beginning of time up to and including the final date of execution of this Agreement. By entering into this Agreement no party is admitting to any liability or any wrongdoing of any kind, and specifically Venice Real Estate Holding Co. does not admit to any violation of any statute, law or regulation.

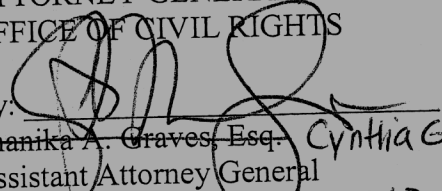
VII. DURATION OF SETTLEMENT AGREEMENT

The duration of this Settlement Agreement and the terms and conditions contained herein shall be in effect for a period of three (3) years of the date last signed by all parties hereto. The parties to this Settlement Agreement shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Settlement Agreement prior to commencing an action in a court of law. Any action to enforce any provision of this Settlement Agreement shall be brought in the Twelfth Judicial Circuit in and for Sarasota County, Florida. Any time limits for performance imposed by this Settlement Agreement may be extended by mutual agreement of the parties.

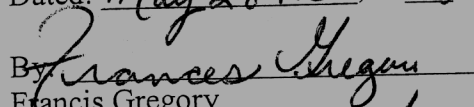
VIII. RELEASE BY ATTORNEY GENERAL

The Attorney General agrees to and hereby closes all cases and investigations related to the Park, Venice Real Estate and the New Owner **except as may be necessary to monitor and/or enforce the terms of this Settlement Agreement**, and hereby releases the Park, Venice Real Estate and the New Owner from any claims arising out of the subject allegations herein. Gregory also agrees that execution of this Settlement Agreement releases the Park, Venice Real Estate and the New Owner from any claims arising out the subject allegations herein. Nothing in this Settlement Agreement shall affect the Attorney General's ability to take legal action if the Park, Venice Real Estate and the New Owner fails to comply with the terms of this Settlement Agreement or discriminates in its policies and procedures in the future.

STATE OF FLORIDA,
DEPARTMENT OF LEGAL
AFFAIRS, OFFICE OF THE
ATTORNEY GENERAL,
OFFICE OF CIVIL RIGHTS

By: 
~~Shanika A. Graves, Esq.~~ Cynthia Guerra
Assistant Attorney General
Fla. Bar No. 0667153-886610
110 S.E. 6th Street, 10th Floor
Ft. Lauderdale, Florida 33301
(954) 712-4600

Dated: May 28th, 20 08.

By: 
Francis Gregory
Villas of North Port
5200 South Biscayne Drive
Apartment 13
North Port, Florida 34287 5/28

Dated: Francis Gregory, 20 08.

VENICE REAL ESTATE HOLDINGS, CO.
d/b/a Myakka River RV Park

By: _____
Peter Richard, President
Venice Real Estate Holding Company

PETER RICHARD

By: _____
Peter Richard
Venice, Florida

MYAKKA RIVER RV RESORT, LLC

By: _____
James Cain, Managing Member
699 17th Street Causeway
Suite B
Vero Beach, FL 32960
("the New Owner")
Dated: _____, 20 ____.

Real Estate and the New Owner from any claims arising out of the subject allegations herein. Gregory also agrees that execution of this Settlement Agreement releases the Park, Venice Real Estate and the New Owner from any claims arising out the subject allegations herein. Nothing in this Settlement Agreement shall affect the Attorney General's ability to take legal action if the Park, Venice Real Estate and the New Owner fails to comply with the terms of this Settlement Agreement or discriminates in its policies and procedures in the future.

STATE OF FLORIDA,
DEPARTMENT OF LEGAL
AFFAIRS, OFFICE OF THE
ATTORNEY GENERAL,
OFFICE OF CIVIL RIGHTS

By: _____
Shanika A. Graves, Esq.
Assistant Attorney General
Fla. Bar No. 0667153
110 S.E. 6th Street, 10th Floor
Ft. Lauderdale, Florida 33301
(954) 712-4600

Dated: _____, 20__.

By: _____
Francis Gregory
Villas of North Port
5200 South Biscayne Drive
Apartment 13
North Port, Florida 34287

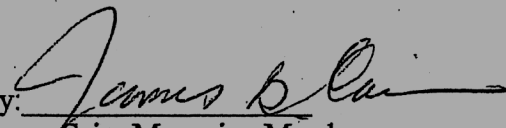
Dated: _____, 20__.

VENICE REAL ESTATE HOLDINGS, CO.
d/b/a Myakka River RV Park

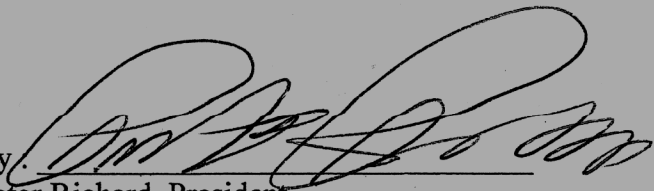
By: _____
Peter Richard, President
Venice Real Estate Holding Company
("Venice Real Estate")

Dated: _____, 20__.


MYAKKA RIVER RV RESORT, LLC

By: 
James Cain, Managing Member
699 17th Street Causeway
Suite B
Vero Beach, FL 32960
("the New Owner")

Dated: 5/13, 2008.

By: 
Peter Richard, President
Venice Real Estate Holding Company

PETER RICHARD

By: 
Peter Richard
Venice, Florida

MYAKKA RIVER RV RESORT, LLC

By: _____
James Cain, Managing Member
699 17th Street Causeway
Suite B
Vero Beach, FL 32960
("the New Owner")
Dated: _____, 20__.