

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This General Release and Settlement Agreement (the "Release") is made and entered into on August 7, 2025 by GANNA ZIBARYEVA ("Plaintiff"), and THREE HORIZONS, NORTH, CONDOMINIUM ASSOCIATION, INC. ("Defendant") (collectively, the "Parties").

RECITALS

WHEREAS, Plaintiff asserted claims for damages against THREE HORIZONS, NORTH, CONDOMINIUM ASSOCIATION, INC. ("Defendant"), alleging she sustained damages as the result of water intrusion that began on or about November 15, 2023 and December 12, 2023, at or near 1470 NE 125th Terr, PH 14, North Miami, FL 33161 ("Plaintiff's Property") due to the alleged breach of Declaration of Condominium, violation of Florida Statute Section 718.303, and alleged negligence of Defendant (the "Claims");

WHEREAS, there is currently a lawsuit pending in Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, captioned *Ganna Zibaryeva v. Three Horizons, North, Condominium Association, Inc.*, Case No. 2024-011584-CA-01 (the "Pending Action") related to the Claims;

WHEREAS, Plaintiff acknowledges and agrees that this settlement is a compromise of disputed claims and the release shall not be construed as, or deemed to be evidence of an admission or concession of any fault, liability or damage whatsoever by Defendant with respect to the Claims;

WHEREAS, Plaintiff acknowledges the Parties are desirous of resolving this controversy and setting all claims or demands presently in the Pending Action, or which may arise out of the subject insurance claim(s), claim handling or subject matter in the Pending Action, as well as all associated interest, cost and attorney's fees, whether such claims or demands are based in statute, tort, contract, extra-contractual theories, or any other theories in law or equity;

WHEREAS, Plaintiff acknowledges the Parties have negotiated and reached such a resolution and intend this Release to describe and effect same;

WHEREAS, Plaintiff acknowledges that the Defendant makes no admissions regarding the legal or factual merits of the underlying claim(s) and/or the Pending Action, but makes this settlement only to avoid the risk and uncertainty associated with further litigation and to compromise and resolve their disputes by way of this Release.

WHEREAS, Plaintiff acknowledges she had the assistance and advice of counsel and is fully aware of and have been fully advised of the terms, conditions and consequences of this Release; and

WHEREAS, notwithstanding any dispute as to Plaintiff's Claims and Defendant's defenses, Plaintiff and Defendant desire to resolve amicably all differences between them, including, and without limitation, the Claims.

NOW THEREFORE, Plaintiff executed this Release to memorialize this resolution.

TERMS AND CONDITIONS

1. Recitals.

The preamble and the foregoing recitals are true and correct, and are hereby incorporated as part of this Settlement Agreement.

2. Consideration.

Plaintiff executed this Release for, and in consideration of, the sum of Seventy-Five Thousand and 00/100 Dollars (**\$75,000.00**), the receipt and sufficiency of which is hereby acknowledged (the "Consideration" or the "Settlement Monies"). Defendant shall send the settlement check to Plaintiff's counsel, Maria F. Agudelo, Esq., Perez Mayoral, P.A., 999 Ponce De Leon Boulevard, Suite 705, Coral Gables, Florida 33134, along with tracking information.

Payment shall be made in the form of a check, made payable to “Perez Mayoral, P.A. f/b/o Ganna Zibaryeva.” Defendant shall have fifteen (15) days from the date Plaintiff executes this Release to tender the Settlement Monies in full to Plaintiff. Payment shall be received by Plaintiff’s Counsel within fifteen (15) days of Defendant’s receipt of approved loan funds from lender. Upon full execution of this release by Plaintiff and Defendant, Plaintiff will resign from the Board of Directors of Three Horizons, North, Condominium Association, Inc. Plaintiff’s resignation will be delivered to the Board President in writing, via E-Mail within five (5) days of the date of signing of the fully executed release

3. Settlement Of Litigation And Contested Matters; Dismissal.

Within ten (10) days after receipt of the Consideration, Plaintiff will dismiss the Pending Action with prejudice as to Defendant and provide a copy of said dismissal to counsel for Defendant via the Florida Courts E-Filing Portal.

4. Release By Plaintiff.

For and in consideration of Settlement Monies, Plaintiff, on behalf of herself and her heirs, assigns, successors, personal representatives, and legal representatives, hereby fully, and completely release and forever discharges THREE HORIZONS, NORTH, CONDOMINIUM ASSOCIATION, INC., including but not limited to its respective stakeholders, directors, officers, agents, representatives, employees, related or affiliated companies, subsidiaries, beneficiaries, heirs, successors, assigns, executors, trustees, agents, adjusters, representatives and attorneys from and against any and all past, present and future losses, liabilities, responsibilities, demands, obligations all actions, causes of action, demands, liabilities, liens, encumbrances, rights, damages, costs, compensation and expenses (including attorney’s fees and costs) of any kind which Plaintiff ever had, now has, or which may hereafter arise out of any matter, fact, transaction, act of

commission or omission by Defendant, or property damage and the consequences thereof that Plaintiff alleged or could have alleged in the Pending Action and any matter, cause or thing arising from or in connection with this dispute, from the beginning of time to the day of hereof.

Notwithstanding anything in this Agreement or the Release to the contrary, the Parties agree that nothing in this Agreement shall be construed to release, discharge, or waive any future claims, rights, or obligations relating to future water intrusion or moisture damage to the Unit that arises from the Association's failure to properly maintain, repair, or replace the exterior walls or any other common elements under its care. The Association expressly acknowledges that it remains responsible under its governing documents and applicable law for the ongoing maintenance, repair, and replacement of the exterior walls and other common elements and that it may be held liable for any future damages to the Unit caused by a failure to fulfill those responsibilities, including but not limited to any recurrence of water intrusion into the Unit resulting from an unremedied or recurring defect in the common elements.

The Parties further agree that, after the next significant rainfall, the Unit Owner shall be permitted to conduct a follow-up inspection, at their own cost, to assess whether moisture intrusion into the Unit from the exterior walls persists. If the inspection reveals continued water intrusion, the Unit Owner shall have the right to notify the Association and request further investigation. If the source of the water intrusion originates from a common element (including the roof, exterior walls, or stucco), then the Association shall remain responsible for performing any necessary repairs as required by its governing documents and Florida law.

Notwithstanding any provision in the Declaration or Bylaws to the contrary, Plaintiff shall be exempt from paying any portion of any assessment, special assessment, or fee that is imposed by Defendant on unit owners for the purpose of funding, reimbursing, or otherwise covering any

costs, expenses, attorney's fees, or any other monetary obligations incurred by Defendant in connection with or arising from the Lawsuit. This exemption includes, but is not limited to, any assessments or fees imposed to pay for the settlement amount, attorney's fees, costs of repairs, testing, or any other expenses related to this Lawsuit or the claims asserted therein. Defendant shall not directly or indirectly require Plaintiff to contribute to such expenses through any form of assessment or fee.

The Parties agree that this Release does not limit or restrict Plaintiff from bringing any claim which may accrue after the date of successful final inspection and permit closure of City of North Miami Permit Number BBC00-2022-00176. Specifically, Plaintiff does not waive or assume risk for any damage that occurs as a result of any breach or negligence by Defendant that occurs after the date successful final inspection and permit closure of City of North Miami Permit Number BBC00-2022-00176. This Release shall be construed broadly to protect Plaintiff's rights with respect to any new water and/or property damage issues that may arise after the date of the date of successful final inspection and permit closure of City of North Miami Permit Number BBC00-2022-00176. In no event will the permit closure and release extend beyond ninety (90) days from the date of execution of this Agreement.

5. Enforcement; Attorney's Fees.

Any Party hereto may enforce the terms of this Settlement Agreement in a court of law or equity, as applicable. If any Party commences any action arising from this Settlement Agreement, including to enforce or interpret its terms, the prevailing party shall be entitled to recover its reasonable attorney's fees, suit monies, and costs.

6. Representations And Warranties.

Plaintiff represents and acknowledges that: (a) Plaintiff has read this Release; (b) Plaintiff has made such investigation of the matters pertaining to this Release as Plaintiff deems necessary and finds the terms of the Release to be satisfactory; (c) Plaintiff understands all of the terms of the Release; (d) Plaintiff executes this Release freely, voluntarily and without coercion, with full knowledge of its significance and the legal consequences thereof; (e) Plaintiff shall not circumvent nor attempt to circumvent any of the terms of the Release; and (f) the promises that were made to induce this Release are limited to those set forth in the Release.

7. Consultation With Counsel.

Plaintiff acknowledges and represents that she has been given an opportunity to consult with, and has been represented by and has consulted with, an attorney of Plaintiff's choice in connection with the execution of this Release and has relied upon the advice of such attorney in executing this Release.

8. Florida law; jurisdiction.

This Settlement Agreement shall in all respects be construed in accordance with and governed by the laws of the State of Florida without regard to principles of conflicts of law. The Parties consent to the Court retaining jurisdiction of this matter to enforcement of this Settlement Agreement.

9. Authority To Execute.

Plaintiff represents and warrants that Plaintiff is unconditionally authorized to execute this Release.

10. Parties To Bear Own Attorneys' Fees.

The Parties shall bear their own attorneys' fees and costs arising from the Claims and Pending Action, including those arising in connection with the settlement and compromise embodied in this Release.

11. Binding On Successors.

The provisions of this Release shall inure to the benefit of, and shall be binding upon, the heirs, executors, administrators, assigns, and successors in interest of Plaintiff.

12. Interpretation Of Release.

This Release shall be construed as a whole and according to its fair meaning and not strictly for or against either party, regardless of the identity or status of any person who drafted all or any part of this Release.

13. Modification.

This Release shall not be modified except by a writing signed by the party against whom the modification is sought to be enforced.

14. Severability.

In the event that any provision of this Release is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect to the fullest extent permitted by law.

15. Recitals.

The Recitals above are fully affirmed by Plaintiff and incorporated herein with the same force and effect as if restated hereby.

16. Headings.

The headings within this Release are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Release.

17. Execution in Counterparts.

This Release and Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

Aug 8, 2025
SIGNED this ____ day of August 2025.

Witness:

Ganna Zibaryeva

GANNA ZIBARYEVA

STATE OF FLORIDA)
COUNTY OF _____) ss:
_____)

On the ____ day of August, 2025, before me personally appeared GANNA ZIBARYEVA, to me known to be the person named herein, or who produced the following documentation as proof of identification: _____ and who executed the foregoing General Release Agreement, and she acknowledged to me that she voluntarily executed the same.

Notary Public

(NOTARIAL SEAL)
My Commission Expires:

FOR YOUR PROTECTION, FLORIDA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS RELEASE: Any person who knowingly and with the intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

SIGNED this 7 day of August 2025.

Witness:

[Signature]

Ima Encina
Representative for THREE HORIZONS,
NORTH, CONDOMINIUM
ASSOCIATION, INC.

Zack Pierre

STATE OF FLORIDA)
) ss:
COUNTY OF Miami Dade)

On the 7 day of August 2025, before me personally
appeared Ima Encina, to me known to be the person named herein, or who
produced the following documentation as proof of identification:

FL DL and who executed the foregoing General Release
Agreement, and he/she acknowledged to me that he/she voluntarily executed the same.



ADRIAN MIJANGOS
Commission # HH 566828
Expires June 30, 2028

[Signature]
Notary Public

(NOTARIAL SEAL)
My Commission Expires:

FOR YOUR PROTECTION, FLORIDA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS RELEASE: Any person who knowingly and with the intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.