

IN THE DISTRICT COURT OF APPEAL
FIRST DISTRICT, STATE OF FLORIDA

VIRGINIA J. SINK and
DEBORAH CROSS,

NOT FINAL UNTIL TIME EXPIRES TO
FILE MOTION FOR REHEARING AND
DISPOSITION THEREOF IF FILED

Appellants,

CASE NO. 1D04-0903

v.

EMERALD HILL OWNERS
ASSOCIATION, INC., a Florida
Corporation,

Appellee.

Opinion filed June 17, 2005.

An appeal from the Circuit Court for Walton County.
Honorable Keith Brace, Judge.

W. Dexter Douglass and Thomas P. Crapps, Douglas Law Firm, P.A., Tallahassee,
for Appellants.

Gary A. Shipman and David H. Milam, Dunlap, Toole, Shipman and Whitney,
Tallahassee, for Appellee.

PER CURIAM.

Appellants Virginia J. Sink and Deborah Cross appeal an award of attorneys'
fees and costs based upon a proposal for settlement made by appellee Emerald Hills

Owners Association, Inc., pursuant to Florida Rule of Civil Procedure 1.442, and section 768.79, Florida Statutes. We reverse because the proposal for settlement was invalid in that it failed to state with sufficient particularity the terms of the release upon which the settlement offer was conditioned. See Fla. R. Civ. P. 1.442(c)(2)(C)&(D) (stating that all relevant conditions and non-monetary terms of the proposal must be stated with particularity); Connell v. Floyd, 866 So. 2d 90, 92 (Fla. 1st DCA 2004) (stating that “a proposal for settlement should be as specific as possible, leaving no ambiguities, so that the recipient can fully evaluate its terms and conditions”).

REVERSED.

DAVIS, LEWIS and POLSTON, JJ., concur.