

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

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

ROBERT L. POHLMAN, JR. and  
ELIZABETH H. POHLMAN et al.,

Appellant,

CASE NO. 1D08-3454

v.

AQUA CONDOMINIUM  
DEVELOPERS, LTD., an Alabama  
Limited Liability Company,

Appellee.

---

Opinion filed September 15, 2008.

An appeal from the Circuit Court for Bay County.  
Dedee S. Costello, Judge.

Michael C. Rayboun and Vicki Gordon Kaufman, of Anchors Smith Grimsley,  
Tallahassee, for Appellant.

Stephen A. Pitre of Clark, Partington, Hart, Larry, Bond & Stackhouse, Pensacola, and  
Clifford W. Sanborn, III, Panama City, and Robert D. Segall of Copeland, Franco,  
Screws & Gill, P.A., Montgomery, Alabama, for Appellee.

PER CURIAM.

The appellants brought this appeal seeking review of an “Order of Dismissal  
of Counts I and II (Interstate Land Sales Full Disclosure Act),” entered on June 12,  
2008. This order granted appellee’s motion to dismiss two of the three counts of the

appellants' complaint upon the trial court's determination that the purchase contract upon which they were based did not create an illusory commitment to construct a condominium unit within two years from the date of the contract. Therefore, the trial court concluded that the purchase contract was exempt from the requirements of the Interstate Land Sales Full Disclosure Act, 15 U.S.C. § 1701, et seq. The order left pending a claim for breach of contract, as well as counterclaims for specific performance and breach of contract, all involving the purchase contract that was at issue in the dismissed claims. Because the claims addressed by the order on appeal overlap and are interrelated with the pending claims, this appeal is premature. Massachusetts Life Ins. Co. v. Crapo, 918 So. 2d 393 (Fla. 1st DCA 2006).

DISMISSED.

BENTON, POLSTON, and HAWKES, JJ., CONCUR.