SIXTH DISTRICT COURT OF APPEAL
STATE OF FLORIDA

Case No. 6D2025-1135
Lower Tribunal No. 2022-DR-000301

DESTA MATEEN,

Appellant,

v.

MICHAEL B. ARIYO,

Appellee.

Appeal from the Circuit Court for Charlotte County.
Mary C. Evans, Judge.

November 6, 2026

NARDELLA, J.

In this appeal, Desta Mateen ("Former Wife") challenges a post-judgment enforcement order requiring her to transfer her interest in a former marital home to Michael B. Ariyo ("Former Husband") via a quitclaim deed. Because the challenged order contravenes the plain language of the marital settlement agreement, which was incorporated into the final judgment of dissolution, we reverse on this dispositive ground.

On April 10, 2024, the parties executed a marital settlement agreement which provided that "the real property located at 967 Dobell Terrace, Port Charlotte, Florida shall become" the Former Husband's "sole and separate property." But the agreement did not end there, instead it made the Former Husband "solely responsible for the mortgage indebtedness on the 967 Dobell Terrace property" and required him to "use his best efforts to refinance said mortgage so as to remove the [Former] Wife's name from the mortgage." According to the agreement, if "the [Former] Husband is unable to refinance said mortgage or otherwise fails to do so within a period of 180 days from the date of the execution of this agreement, the property shall then be immediately listed for sale and sold at fair market value with the [Former] Husband depositing the sale proceeds into a trust for the minor children."

Approximately a year after the agreement was executed, and six months after his deadline to refinance the marital home had passed, the Former Husband filed an emergency motion to enforce compliance with the final judgment of dissolution. In his motion, he claimed that he was "currently attempting to finalize the refinance of the Mortgage, however, the Former Wife [was] refusing to sign the Quit Claim Deed required by the lending institution to close on the refinance of the Mortgage." He thus requested an order compelling the Former Wife to execute a quitclaim deed so he could refinance the mortgage.

The Former Wife opposed the motion, arguing that because the Former Husband failed to refinance the subject property by the deadline set forth in the agreement, the marital home must be sold. The trial court disagreed and entered an unelaborated order compelling the Former Wife to sign a quitclaim deed so the Former Husband could refinance the subject property. Our review is de novo. *Rushing v. Rushing*, 433 So. 3d 887, 891 (Fla. 6th DCA 2025) (citing *Davis v. Davis*, 390 So. 3d 1251, 1255 (Fla. 5th DCA 2024)).

When a marital settlement agreement is incorporated into a final judgment, it becomes a part of the final judgment and is subject to enforcement as a final judgment. *Martin v. Sater*, 427 So. 3d 76, 80–81 (Fla. 5th DCA 2025); *see O'Hair v. O'Hair*, 396 So. 3d 630, 632 (Fla. 6th DCA 2024) ("Once an agreement between two or more parties is incorporated into a final judgment, a party seeking relief from the agreement must do so by seeking relief from the judgment, not the agreement."). "In construing a judgment . . . the adjudication should not extend beyond that which the language used fairly warrants . . . and the Court may not by construction add new provisions to a judgment which were omitted or withheld in the first instance." *McCann v. Walker*, 852 So. 2d 366, 367 (Fla. 5th DCA 2003) (quoting *Boynton v. Canal Auth.*, 311 So. 2d 412, 415 (Fla. 1st DCA 1975)).

In this case, the terms of the agreement which were incorporated into the final judgement of dissolution clearly state that the Former Husband's continued

ownership of the subject property hinged on his ability to refinance the mortgage on that property within 180 days of April 10, 2024. Failing this, the judgment required the subject property to be immediately listed for sale and sold and required the Former Husband to place the proceeds of that sale in a trust for the parties' minor children.

The undisputed record evidence shows that the Former Husband failed to refinance the subject property within 180 days of April 10, 2024. In fact, the Former Husband does not even argue that the Former Wife's refusal prohibited him from meeting the deadline imposed in the judgment. Nothing in the judgment required the Former Wife to execute a quitclaim deed so the Former Husband could *belatedly* refinance the subject property after the deadline set forth in the judgment. The trial court, consequently, erred by granting the Former Husband that relief.

The Former Husband attempts to escape this conclusion by reading the judgment as setting a deadline by which he must begin the refinancing process, not complete it. This reading, however, alters the plain language of the judgment, which requires the Former Husband to complete the refinancing process within 180 days of April 10, 2024. Since that did not occur, the Former Wife is no longer obligated to execute a quitclaim deed for the Former Husband to belatedly refinance the

subject property. Consequently, the Former Husband's defense of the trial court's ruling falls flat.[1]

For these reasons, we reverse the order compelling the Former Wife to execute a quitclaim deed to the subject property.

REVERSED.

WHITE and BROWNLEE, JJ., concur.

Desta Mateen, Port Charlotte, pro se.

Stacy L. Haverfield, of Stacy L. Haverfield, P.A., Fort Myers, for Appellee.

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

[1] Even if the Court were to accept the Former Husband's reading of the judgment, reversal would still be warranted because he made no claim and presented no evidence that he began the refinancing process within 180 days of April 10, 2024.