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IN THE CIRCUIT COURT OF
THE FIFTEENTH JUDICIAL
CIRCUIT IN AND FOR PALM
BEACH COUNTY, FLORIDA

RICHARD LAPKIN,

Plaintiff,

v.

WYCLIFFE GOLF &
COUNTRY CLUB HOMEOWNER'S
ASSOCIATION, INC.,

Defendant.

CASE NO.

CIVIL DIVISION

_____ /

COMPLAINT

Plaintiff, RICHARD LAPKIN ("LAPKIN"), sues Defendant, WYCLIFFE GOLF & COUNTRY CLUB HOMEOWNER'S ASSOCIATION, INC. ("WCC"), and states:

1. This is an action in equity seeking refund of monies in an amount within the jurisdictional limits of this Court.

2. LAPKIN is an adult out of state resident.

3. WCC is a Florida corporation, duly registered, with its residence in Palm Beach County, Florida. WCC is the homeowners' association for the Wycliffe Golf and Country Club community in Palm Beach County, Florida. WCC operates the eponymous golf and country club within the community.

4. In 2020, LAPKIN decide he wanted to move to Florida from California and he purchased a unit within the WCC community.

5. As part of his purchase, LAPKIN paid \$6,000.00 for an equity membership in the golf club, as well as a \$50,000.00 initiation fee for his membership.

6. Unfortunately, LAPKIN had some unforeseen health issues, and he was unable to move to Florida.

7. LAPKIN never actually lived in Wycliffe, nor did he use any of its amenities or facilities, including any country club amenities.

8. Indeed, within one month of purchasing his unit and paying WCC the aforementioned monies, LAPKIN resold the unit. Importantly, the new owner also paid WCC a \$50,000.00 initiation fee along with an equity purchase.

9. LAPKIN requested WCC to refund his equity and initiation monies. While he was given back \$4,800.00 of his equity funds, he was told that the Board had considered his initiation refund request and denied it, allegedly based on the community's bylaws. LAPKIN was also told that the Board "did not want to set a bad precedent." Curiously, there are no Board minutes anywhere that reflect any discussion or vote on LAPKIN's request.

10. Contrary to the Board's assertion, there is not any statutory or bylaw authority that expressly gives WCC the right to force LAPKIN to forfeit these sums due to circumstances beyond his control.

11. By paying these monies to WCC, LAPKIN conferred a benefit upon WCC.

12. In paying the monies referenced to WCC, LAPKIN had a legitimate expectation of receiving the benefits of residence at Wycliffe and of membership in the country club managed and operated by WCC.

13. Again, however, due to unforeseen circumstances entirely beyond his control, LAPKIN was never afforded the opportunity to utilize any of these benefits or amenities, not for a single day.

14. Further, WCC received a windfall when, within a month of LAPKIN's payment, WCC received *another \$50,000.00 initiation fee (plus another equity payment) for the very same membership tied to the very same unit, with LAPKIN never having*

benefitted at all.

15. Under these circumstances, WCC has been unjustly enriched: LAPKIN conferred a benefit upon WCC (the payment); LAPKIN received nothing of value; and under these circumstances it would be inequitable for WCC to retain the benefit conferred upon it by LAPKIN since the subsequent owner paid in the same amount a month later.

16. Accordingly, equity demands that LAPKIN be refunded his monies paid. WHEREFORE, LAPKIN demands judgment against WCC in equity, compelling WCC to make restitution to him for the windfall conferred upon WCC by him, in addition to court costs and all other relief the Court sees fit to grant.

Respectfully submitted,

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