

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup>  
JUDICIAL CIRCUIT, IN AND FOR  
PALM BEACH COUNTY, FLORIDA

CASE NO.:  
DIVISION:

BOCA WEST COUNTRY CLUB, INC.,  
a Florida not for profit corporation,

Plaintiff,

v.

ANDREW BIZAEV,

Defendant.

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**VERIFIED COMPLAINT FOR DAMAGES AND ATTORNEYS' FEES**

The Plaintiff BOCA WEST COUNTRY CLUB, INC. ("Plaintiff" or CLUB"), a Florida not for profit corporation, by and through its undersigned counsel, hereby sues the Defendant ANDREW BIZAEV ("Defendant"), and states as follows:

**JURISDICTION AND VENUE**

1. This is an action for Breach of a Third Party Beneficiary Contract and a recorded Declaration resulting in damages to Plaintiff for past due application fees, equity payments, capital improvement payments, and annual membership dues for 2018/2019, 2019/2020, 2020/2021, 2021/2022 and 2022/2023 which are owed pursuant to the Master Declaration of the Boca West Master Association, Inc. and the CLUB's Bylaws for an amount greater than One Hundred Thousand Dollars (\$100,000.00), exclusive of interest, costs and attorneys' fees, and is otherwise within the jurisdiction of this Court.

2. Plaintiff is a Florida not for profit corporation, whose principal place of business is located in Boca Raton, Palm Beach County, Florida.

3. Defendant owns real property in Boca Raton, Palm Beach County, Florida, and is otherwise *sui juris*.

4. At all times material hereto, Defendant was and is the owner of two (2) parcels of real property in the Boca West Community.

5. By obtaining title to real property located within the Boca West community Defendant entered into a contractual relationship with the Boca West Master Association wherein Defendant agreed to become a member of Plaintiff and be responsible to make payment on his accounts and to perform related obligations owed to Plaintiff in Boca Raton, Palm Beach County, Florida. Accordingly, jurisdiction is based on the location where the real property owned by Defendant is located, where the Boca West Master Association's Declaration is publicly recorded and where payment is to be delivered.

6. Venue is proper in Palm Beach County, Florida, as the Breach of the Third Party Beneficiary Contract and injuries alleged herein arose in Palm Beach County, Florida.

7. All conditions precedent to the filing of this action have occurred or have otherwise been waived.

8. Plaintiff has retained Greenspoon Marder LLP to represent it in this action and is obligated to pay Greenspoon Marder LLP reasonable attorneys' fees and costs.

### COUNT I

#### BREACH OF CONTRACT AS TO PROPERTY LOCATED AT 7835 LAKESIDE BLVD., UNIT 963, BOCA RATON, FL 33434 ("LAKESIDE")

9. Plaintiff repeats and realleges each and every allegation contained in Paragraphs 1 through 8 above, as though fully set forth herein.

10. On November 1, 2022, Defendant obtained title to real property in the Boca West community by virtue of a Certificate of Title recorded on January 1, 2022 in Official Records

Book 33925, Page 490 of the Public Records of Palm Beach County, Florida. A true and accurate copy of the Certificate of Title reflecting that Defendant owns title to the LAKESIDE real property located within the Boca West community is attached hereto as part of Plaintiff's Composite **Exhibit "A"**.

11. By obtaining title to real property in the Boca West community Defendant created a contractual relationship with the Boca West Master Association by agreeing to and accepting the covenants of the Boca West Master Association's publicly recorded Declaration ("Declaration").

12. Pursuant to the Declaration, Defendant was obligated to become a member of Plaintiff as Defendant obtained title to real property within the Boca West community. A true and accurate copy of the pertinent portion of the Declaration, as amended, is attached hereto as part of Plaintiff's Composite **Exhibit "A"**.

13. Plaintiff is an intended third-party beneficiary of the contractual relationship between Defendant and Boca West Master Association since the Declaration's provisions requiring Defendant to become a member of Plaintiff were expressly undertaken by the Boca West Master Association and Defendant to primarily and directly benefit Plaintiff.

14. Furthermore, Plaintiff owns real property within the Boca West community that is subject to the Declaration.

15. As a party that owns real property within the Boca West community that is subject to the Declaration, Plaintiff is entitled to enforce the Declaration by and through, without limitation, filing legal actions against other property owners who are subject to but who have failed to comply with the Declaration's terms and requirements.

16. Specifically, the Preamble to the Amended Declaration of Maintenance Covenants states:

...The Board has determined that the Master Declaration should be amended to require all prospective new residential Owners to become members of the Country Club the foregoing being a reasonable method to ensure that the Country Club amenities, which are a basic feature of the Boca West community, are maintained in an attractive and first class manner in order to enhance the value of the Owner's residential Lots and condominium apartments, and the quality of lifestyle at Boca West.<sup>1</sup>

17. Defendant was under a duty to the Boca West Master Association to apply for membership and become a member of Plaintiff.

18. Incident to the duty to become a member of Plaintiff, Defendant obligated himself to comply with the terms of Plaintiff's governing documents. Article VIII, General Provisions, Section 7 titled *Membership in the Country Club* of the Declaration states:

A person or a corporation, partnership, trust or other entity obtaining title to a residential Lot is required, as a use restriction to ownership in the Boca West community, to become a member of the Country Club. *The terms of the membership in the Country Club shall be set forth in the Country Club's governing documents.*<sup>2</sup> (emphasis added)

19. The terms of the membership in Plaintiff are set forth in part in Plaintiff's Bylaws, Section 2.01(A), titled *Types of Membership*:

The Club shall issue one class of voting and equity membership (referred to in these bylaws as "Membership" and "Member" as the context requires). Each equity membership is obligated to become a Social Member and pay dues annually as set by the Board of Governors for Social Members. Social Members shall have the privilege to use the Club's facilities as set forth in the Club Rules.<sup>3</sup>

Additionally, Section 9.04 of Plaintiff's Bylaws, titled *Rights of the Club to Enforce Payment of Member Indebtedness* states:

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<sup>1</sup> See page 2 of the pertinent portion of the Declaration, as amended, attached hereto as part of Plaintiff's Composite Exhibit "A".

<sup>2</sup> See pages 3, 4 of the pertinent portions of the Declaration, as amended, attached hereto as part of Plaintiff's Composite Exhibit "A".

<sup>3</sup> A true and accurate copy of Plaintiff's Bylaws is attached hereto as part of Plaintiff's Composite Exhibit "A".

Each Member is responsible for timely payment of all his/her financial obligations to the Club, including, without limitation, dues, assessments, refundable deposits, fines, fees and charges, including current charges for goods and services (collectively "Indebtedness"). Failure by a Member to pay such indebtedness when due shall subject the Member to such action as deemed appropriate by the Board of Governors, including without limitations the imposition of administrative charges upon such delinquent indebtedness, the charging of attorneys' fees and expenses for enforcement of the Club's rights and the placing of a recordable lien upon the Member's Membership. The Club shall have the right, without waiver of any other rights it may have, to setoff and deduct from any amount owing to a Membership the amount of Indebtedness, interest, costs and reasonable attorneys' fees. The Club may also, at its option, sue to recover a money judgment for the Indebtedness plus interests, costs and reasonable attorneys' fees, without thereby waiving the lien securing the same.<sup>4</sup>

20. Plaintiff's Rules & Regulations Updated December 2021, Section II.Q.5, states:

**II MEMBERSHIP.**

**Q. Foreclosure, Seizure or other Involuntary Seizure of Property.**

5. Except as specified in Section II.Q.2 above, the new owner must apply for membership in the Club and pay the Joining Fees and all other charges, fees and expenses at the time of closing, including any unpaid fees, expenses and membership dues due to the Club from the prior owner even if any or all of the unpaid fees were discharged by virtue of bankruptcy proceedings.

A true and accurate copy of Plaintiff's Rules & Regulations is attached hereto as part of Plaintiff's Composite **Exhibit "A"**.

21. Defendant materially breached his obligations pursuant to the Declaration by failing to comply with Plaintiff's governing documents. Specifically, Defendant failed to pay his application fee, failed to pay his equity payment, failed to pay his capital improvement payment, failed to pay the prior Member's annual membership dues for 2018/2019, 2019/2020, 2020/2021 and 2021/2022, and Defendant's Membership dues for 2022/2023, all of which are and remain due and owing to Plaintiff for the LAKESIDE real property.

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<sup>4</sup> See Plaintiff's Bylaws attached hereto as part of Plaintiff's Composite **Exhibit "A"**.

22. On March 6, 2023, Plaintiff's undersigned counsel sent a demand letter to Defendant, notifying Defendant that he had failed to perform and is in arrears on his obligations to Plaintiff, and instructed Defendant to comply with his obligation to submit Membership documents and Membership payment to Plaintiff. A true and accurate copy of Plaintiff's counsel's demand letter is attached hereto as Plaintiff's Composite **Exhibit "A"**.

23. Defendant has failed to comply with the Club's counsel's demand letter and has failed to submit Membership documents and Membership payment to Plaintiff CLUB.

24. As a result of Defendant's material breaches of the Boca West Master Association Declaration, Plaintiff, as known and intended third party beneficiaries of such contract, has been damaged.

25. As of May 31, 2023, Defendant remains in arrears to Plaintiff for the LAKESIDE real property in the amount of One Hundred Sixty Five Thousand Five Hundred Four Dollars and Fifty-Five Cents (**\$165,504.55**), plus interest in the amount of Thirty Four Thousand Two Hundred Seventy Four Dollars and Forty-Two Cents (**\$34,274.42**), as reflected on the Statement of Account attached hereto as Plaintiff's **Exhibit "B"**.

26. In addition to the sums reflected on the Statement of Account, pursuant to the applicable Bylaws, Section 9.04, Defendant is liable to Plaintiff for the reasonable attorneys' fees incurred by Plaintiff incident to the collection of all outstanding sums.

27. Plaintiff has complied with all of its obligations in accordance with the Declaration and the CLUB's Bylaws.

28. Due to Defendant's material breach of the Declaration, Plaintiff is entitled to recover damages from Defendant for the LAKESIDE real property in the amount of One Hundred Sixty Five Thousand Five Hundred Four Dollars and Fifty-Five Cents (**\$165,504.55**),

plus prejudgment interest in the amount of Thirty Four Thousand Two Hundred Seventy Four Dollars and Forty-Two Cents (\$34,274.42), for a total of One Hundred Ninety Nine Thousand Seven Hundred Seventy Eight Dollars and Ninety-Seven Cents (\$199,778.97), plus attorneys' fees and Court costs pursuant to Section 9.04 of the CLUB's Bylaws, all of which will continue to increase until Judgment is entered by the Court.

**WHEREFORE**, Plaintiff BOCA WEST COUNTRY CLUB, INC., respectfully requests that this Honorable Court enter a Judgment for Plaintiff and against Defendant ANDREW BIZAEV, find and hold that Defendant was required to be a Club Member pursuant to the recorded Declaration, grant Plaintiff compensatory damages for the LAKESIDE real property in the amount of One Hundred Sixty Five Thousand Five Hundred Four Dollars and Fifty-Five Cents (\$165,504.55), plus prejudgment interest, at the rate of eighteen percent (18%) per annum, in the amount of Thirty Four Thousand Two Hundred Seventy Four Dollars and Forty-Two Cents (\$34,274.42), for a total of One Hundred Ninety Nine Thousand Seven Hundred Seventy Eight Dollars and Ninety-Seven Cents (\$199,778.97), plus attorneys' fees and Court costs pursuant to Section 9.04 of the CLUB's Bylaws, all of which will continue to increase until Judgment is entered by the Court, together with such other and further relief as this Court deems fair, just and proper.

## COUNT II

### BREACH OF CONTRACT AS TO PROPERTY LOCATED AT 20039 BOCA WEST DR., BOCA RATON, FL 33434 ("BOCA WEST DR.")

29. Plaintiff repeats and realleges each and every allegation contained in Paragraphs 2 through 8 and 11 through 20, 23, 24, 26 and 27 above, as though fully set forth herein.

30. On May 24, 2023, Defendant obtained title to a second real property in the Boca West community by virtue of a Certificate of Title recorded on May 24, 2023 in Official Records

Book 34325, Page 725 of the Public Records of Palm Beach County, Florida. A true and accurate copy of the Certificate of Title reflecting that Defendant owns title to the BOCA WEST DR. real property located within the Boca West community is attached hereto as Plaintiff's **Exhibit "C"**.

31. On June 2, 2023, Plaintiff's Admissions Manager sent correspondence with Membership application materials to Defendant, and instructed Defendant to comply with his obligation to submit Membership documents and Membership payment to Plaintiff for the BOCA WEST DR. real property. A true and accurate copy of the Admission Manager's correspondence is attached hereto as Plaintiff's Composite **Exhibit "D"**.

32. Defendant has failed to comply with the Admissions Manager correspondence and has failed to submit Membership documents and Membership payment to Plaintiff CLUB for the BOCA WEST DR. real property.

33. Pursuant to the Declaration, Defendant was obligated to become a member of Plaintiff as Defendant obtained title to the BOCA WEST DR. real property within the Boca West community.

34. As of May 31, 2023, Defendant remains in arrears to Plaintiff for the BOCA WEST DR. real property in the amount of One Hundred Sixty Five Thousand Seven Hundred Eighteen Dollars and Fifty-Five Cents (**\$165,718.55**), plus interest in the amount of Thirty Four Thousand Two Hundred Seventy Four Dollars and Forty-Two Cents (**\$34,274.42**), as reflected on the Statement of Account attached hereto as Plaintiff's **Exhibit "E"**.

35. Due to Defendant's material breach of the Declaration, Plaintiff is entitled to recover damages from Defendant for the BOCA WEST DR. real property in the amount of One Hundred Sixty Five Thousand Seven Hundred Eighteen Dollars and Fifty-Five Cents

(\$165,718.55), plus prejudgment interest in the amount of Thirty Four Thousand Two Hundred Seventy Four Dollars and Forty-Two Cents (\$34,274.42), for a total of One Hundred Ninety Nine Thousand Nine Hundred Ninety Two Dollars and Ninety-Seven Cents (\$199,992.97), plus attorneys' fees and Court costs pursuant to Section 9.04 of the CLUB's Bylaws, all of which will continue to increase until Judgment is entered by the Court.

36. **WHEREFORE**, Plaintiff BOCA WEST COUNTRY CLUB, INC., respectfully requests that this Honorable Court enter a Judgment for Plaintiff and against Defendant ANDREW BIZAEV, find and hold that Defendant was required to be a Club Member pursuant to the recorded Declaration, grant Plaintiff compensatory damages for the BOCA WEST DR. real property in the amount of One Hundred Sixty Five Thousand Seven Hundred Eighteen Dollars and Fifty-Five Cents (\$165,718.55), plus prejudgment interest, at the rate of eighteen percent (18%) per annum, in the amount of Thirty Four Thousand Two Hundred Seventy Four Dollars and Forty-Two Cents (\$34,274.42), for a total of One Hundred Ninety Nine Thousand Nine Hundred Ninety Two Dollars and Ninety-Seven Cents (\$199,992.97), plus attorneys' fees and Court costs pursuant to Section 9.04 of the CLUB's Bylaws, all of which will continue to increase until Judgment is entered by the Court, together with such other and further relief as this Court deems fair, just and proper.

**VERIFICATION**

Under penalties of perjury, I declare that I have read the foregoing, that I have personal knowledge of the facts set forth in the Verified Complaint and that the facts set forth therein are true and accurate.

BOCA WEST COUNTRY CLUB, INC.

By: \_\_\_\_\_

Matthew Linderman,  
COO/General Manager

**NOTARY CERTIFICATE**

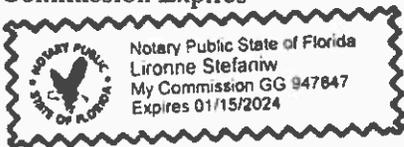
STATE OF FLORIDA                    )  
  : ss.  
COUNTY OF PALM BEACH         )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, by **MATTHEW LINDERMAN**, as COO/General Manager of Boca West Country Club, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of June, 2023.

Lironne Stefaniw  
Notary Public  
Lironne Stefaniw  
Printed Name of Notary Public

My Commission Expires



DATED June 23, 2023

Larry Corman  
**LARRY CORMAN, ESQ.**  
Florida Bar No. 0374891  
Email 1: [larry.corman@gmlaw.com](mailto:larry.corman@gmlaw.com)  
Email 2: [marla.mayster@gmlaw.com](mailto:marla.mayster@gmlaw.com)  
**GREENSPOON MARDER LLP**  
One Boca Place, Suite 400-E  
2255 Glades Road  
Boca Raton, FL 33431  
Telephone No.: 561-322-2982  
Facsimile No.: 561-322-2986  
*Attorneys for Plaintiff*

NOT A CERTIFIED COPY

**Exhibit "A"**

NOT A CERTIFIED COPY

*Sent by certified mail, return receipt requested and by first-class United States mail*

March 6, 2023

Mr. Andrew Bizaev  
923 Normandy T Lane  
Delray Beach, FL 33484

Mr. Andrew Bizaev  
373 Piedmont H  
Delray Beach, FL 33484

Dear Mr. Bizaev:

**Re: Ownership of Unit 963, LAKEWOOD MID-RISE CONDOMINIUM III and  
Membership in Boca West Country Club, Inc.**

This law firm represents Boca West Country Club, Inc. (the "Club"). All further communications regarding this matter should be directed only to me.

Enclosed is a copy of a Certificate of Title that reflects that you hold title to Unit 963 of LAKEWOOD MID-RISE CONDOMINIUM III (the "Property"), which is located within the Boca West community ("Boca West"). You should know, all owners of real property located within Boca West are obligated pursuant to the Boca West Master Association's recorded Declaration to apply for and to become Club Members. Copies of the pertinent sections of the Declaration, recorded in the Palm Beach County Public Records on April 29, 2003, May 3, 2017, and June 4, 2020 are enclosed.

Enclosed is a copy of the correspondence dated January 27, 2023 from the Admissions Manager of Boca West Country Club with the Club's Membership Payment Agreement, Acknowledgment and Agreement (75 Mile Rule), Confidential Candidate Questionnaire and Authorization Form, all of which were previously provided by the Club to you. Also enclosed is a Statement of Account for the outstanding balance that pertains to your required Club Membership. Once you have completed the application package, please have all of the materials and payment due as reflected on the Statement of Account delivered to: Leslie Kennedy, CMP, Membership and Marketing Director, Boca West Country Club, Inc., 20583 Boca West Dr., Boca Raton, FL 33434.

We have included copies of the Club's Bylaws and Rules & Regulations, which were also previously provided by the Club to you.

Please confirm on or before April 5, 2023, whether or not you intend to comply with the Declaration and apply and pay for Club Membership. In the event you refuse to apply and pay for Club Membership, the Club has directed us to commence litigation to enforce the Declaration's and the Club's Membership governing documents' terms and requirements.

You took title on November 1, 2022 subject to the April 29, 2003 Declaration Amendment and subsequent amendments.

Note that you will have to satisfy the sums owed by you to the Club prior to being allowed to use the Club as a Member. In addition, it typically takes thirty (30) days to review and approve a Membership application.

**FAIR DEBT COLLECTION PRACTICES ACT DISCLOSURE**

This is a communication from a debt collector. Specifically, this law firm is the Debt Collector. The Debt Collector can be contacted through the information provided at the top of this letter. The Debt Collector is attempting to collect a debt and any information obtained will be used for that purpose.

Pursuant to 15 U.S.C. §1692g (the Fair Debt Collection Practices Act), the Debt Collector hereby discloses the following information:

1. The amount of the debt as of the date of this Letter is: \$195,274.37;

As of the date of this letter you owe \$195,274.37. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after the Creditor receives your check or payment. For further information, contact the undersigned at the contact information set forth above;

2. The name of the creditor to whom the debt is owed is: Boca West Country Club, Inc. Please send any all payments made payable to "Boca West Country Club, Inc." to 20583 Boca West Drive, Boca Raton, FL 33434, Attn: Leslie Kennedy, CMP, Membership and Marketing Director;

3. Unless you, within thirty days after receipt of this notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the Debt Collector;

4. If you notify the Debt Collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the Debt Collector will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to you by the Debt Collector; and

5. Upon your written request within the thirty-day period, the Debt Collector will provide you with the name and address of the original creditor, if different from the current creditor.

Thank you for your attention to and anticipated cooperation regarding this matter.

Very truly yours,

GREENSPOON MARDER LLP



Larry Corman, Partner

Enclosures

cc: Boca West Country Club, Inc.

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

CASE NO. 502022CA005086XXXMB

LAKWOOD MID-RISE CONDOMINIUM ASSOCIATION INC

Plaintiff(s) / Petitioner(s),

vs.

UNKNOWN HEIRS DEVISEES GRANTEEES ASSIGNEES  
LIENORS CREDITORS TRUSTEES AND/OR OTHER  
CLAIMANTS CLAIMING BY THROUGH UNDER OR  
AGAINST FAITH HALPERIN DECEASED; MALLORY  
HALPERIN

Defendant(s) / Respondent(s)

**CERTIFICATE OF TITLE**

THE UNDERSIGNED CLERK OF this Circuit Court Certifies that a Certificate of Sale was executed and filed in this action on October 18, 2022 for the property described herein and that objections to the sale have either not been filed within the time allowed by statutory law or, if filed, have been heard by the court. The property in Palm Beach County, Florida is described as follows:

- SEE ATTACHMENT -

was sold to:

**ANDREW BIZAEV**  
923 Normandy Lane  
Delray Beach, FL 33484 .

WITNESS my hand and seal of this Court on November 01, 2022.

Joseph Abruzzo, Clerk of the Circuit Court & Comptroller, Palm Beach County



By: \_\_\_\_\_  
Deputy Clerk, Thomas Hardy

Consideration: \$50,200.00  
Documentary stamps: \$351.40

Unit No. 963 of LAKEWOOD MID-RISE CONDOMINIUM III, according to the Declaration of Condominium thereof, recorded in Official Record Book 2845, Pages 170 through 258, of the Public Records of Palm Beach County, Florida, and any amendments thereto, together with the fixtures and equipment within or exclusively serving the Unit, together with the exclusive right to use of that parking space numbered 128.

NOT A CERTIFIED COPY

DR BK 15135 PG 0486  
Palm Beach County, Florida

This instrument was prepared by  
and should be returned to:  
Larry Z. Glickman, Esq.  
Sachs, Sax & Klein, P.A.  
P.O. Box 810037  
Boca Raton, Florida 33481-0037

**CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF MAINTENANCE COVENANTS  
FOR BOCA WEST**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF MAINTENANCE COVENANTS FOR BOCA WEST is made this 28 day of April, 2003, by the President and Secretary of BOCA WEST MASTER ASSOCIATION, INC. ("MASTER ASSOCIATION").

**WITNESSETH:**

**WHEREAS**, the Declaration of Maintenance Covenants was recorded September 18, 1972 in Official Records Book 2057, at Page 112, et seq., of the Public Records of Palm Beach County, Florida, together with all amendments thereto ("Master Declaration"); and

**WHEREAS**, the Master Declaration does not provide amendment procedures; and

**WHEREAS**, Section 720.306(1)(b), Fla. Stat., provides that the Master Declaration may be amended by the affirmative vote of two thirds (2/3) of the voting interests of Master Association; and

**WHEREAS**, Master Association desires that amendments to the Master Declaration, attached hereto and incorporated herein as Exhibit "A," be certified of record as notice to all current and future owners of property subject to the Master Declaration of the contents of said amendments.

**NOW, THEREFORE**, the President and Secretary of Master Association hereby certify as follows:

1. On April 10, 2003, at a duly conducted Special Meeting, at which a quorum of the Authorized Representatives of Master Association were present (in person or



New language is double underlined; deleted language is struck through.

**EXHIBIT "A"**

**AMENDMENTS to the  
AMENDED DECLARATION OF MAINTENANCE COVENANTS  
FOR BOCA WEST**

1. The Preamble to the Amended Declaration of Maintenance Covenants for Boca West ("Master Declaration") is hereby modified as follows:

WHEREAS, Boca West is a residential country club community featuring the amenities of Boca West Country Club, Inc. ("Country Club"); and

WHEREAS, the Master Declaration is established as a covenant running with the land for the purpose of promoting the values and desirability of the properties in the Boca West community; and

WHEREAS, the values of the residential Lots and condominium apartments in the Boca West community and the quality of lifestyle of the residents are positively impacted by the Country Club amenities being maintained in an attractive and first class manner; and

WHEREAS, the Board of Directors of Boca West Master Association, Inc. ("Master Association") has made certain determinations based upon an investigation, including consultations with several experts, as follows:

1. Financial pressures on the Country Club are foreseeable if the operation of the Country Club continues on an optional membership basis for residents of Boca West.
2. Comparable country club communities in the area are either: (a) being initially developed with mandatory club membership for all residents; or (b) have amended or are amending their documents to adopt a mandatory membership program for residents.
3. There is a trend toward mandatory membership which could well isolate the Boca West community as one of a diminishing number of gated, upscale developments where purchasers can take advantage of the ambiance of a country club community without making any financial contribution.
4. The natural aging of the Boca West community itself will likely result in diminished financial participation by an increasing number of resident members.
5. There are foreseeable trends toward a diminishing resident

New language is double underlined; deleted language is ~~struck through~~.

Club membership base, which will necessarily impact on continuous, stable funding; and

WHEREAS, Master Association has the responsibility to take actions necessary to preserve the value of Owners' residential Lots and condominium apartments, and the quality of lifestyle of the residents of the Boca West community; and

WHEREAS, the Board of Directors of Master Association, applying its business judgment, has approved a course of action to address the Country Club's future financial stability and its impact on the lifestyle and home values in the Boca West community. The Board has determined that the Master Declaration should be amended to require all prospective or new residential Owners to become members of the Country Club; the foregoing being a reasonable method to ensure that the Country Club amenities, which are a basic feature of the Boca West community, are maintained in an attractive and first class manner in order to enhance the value of Owners' residential Lots and condominium apartments, and the quality of lifestyles at Boca West;

NOW, THEREFORE, the following amendments to this Master Declaration are adopted:

2. Article I, DEFINITIONS, Section (e) of the Master Declaration is hereby modified as follows:

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is a part of Boca West, including contract sellers (but not contract purchasers) and Developer: as of the date of recordation of these amendments in the Public Records of Palm Beach County, Florida ("Effective Date"). After the Effective Date, no person(s) or entity shall acquire title and become an Owner of a residential Lot unless in connection with the instrument of conveyance for that Lot there shall be recorded a Certificate of Compliance as described in Article V, Section 1 of this Master Declaration ("Certificate of Compliance").

1. Notwithstanding the foregoing, it shall not be deemed a transfer of an interest under this Master Declaration, nor shall a Certificate of Compliance be required, incident to: (a) a surviving spouse obtaining title by operation of law; (b) a former spouse obtaining title by operation of a final decree or judgment of divorce; or (c) family member(s) obtaining title directly or as beneficiaries by means of a bona fide family planning device.

New language is double underlined; deleted language is ~~struck through~~.

2. Notwithstanding any applicable theory of mortgage, Owner shall not mean or refer to a bona fide mortgagee of a Lot ("Mortgagee") unless and until such Mortgagee has acquired title to the Lot pursuant to foreclosure or any proceeding in lieu of foreclosure.

3. At Article V, MAINTENANCE ASSOCIATION, a new Section 1 Certificate of Compliance shall be added, as follows:

Section 1. Certificate of Compliance. In order for Master Association to perform its functions under this Master Declaration, as of the Effective Date, no instrument purporting to transfer an interest in, or title to, a residential Lot shall be effective unless Master Association shall certify compliance of the residential Lot with this Master Declaration. Certification of compliance by Master Association under this Section shall only be by recordation of a Certificate of Compliance in the Public Records of Palm Beach County, Florida, executed by an officer of Master Association and certifying compliance of the residential Lot as herein provided. The criteria for certification by Master Association under this Article V, Section 1 shall be ministerial only; i.e., limited to:

A. obtaining requisite information as may be reasonably required for Master Association records;

B. confirming that the financial obligations of the residential Lot to Master Association are current;

C. confirming that the residential Lot is not otherwise in violation of any of the provisions of this Master Declaration; and

D. confirming that the transferee of the interest or title sought to be conveyed, and the use to which the residential Lot will be put, will not as a consequence of the transfer be in violation of this Master Declaration, including without limitation the restrictions found in Article VIII, Section 7 of this Master Declaration.

4. At Article VIII, GENERAL PROVISIONS, a new Section 7 Membership in the Country Club shall be added, as follows:

Section 7. Membership in the Country Club. A person or a corporation, partnership, trust or other entity obtaining title to a residential Lot is required, as a use restriction incident to ownership in the Boca West community, to become a member of the Country Club. The terms of membership in the

New language is double underlined; deleted language is struck through.

Country Club shall be as set forth in the Country Club's governing documents.

A. Exemption. Owners of record, as evidenced by deeds or other instruments of conveyance recorded in the Public Records of Palm Beach County, Florida, who are not members of the Country Club as of the Effective Date, are not required to become members of the Country Club. However, when such Owners who are not members of the Country Club purport to convey their residential Lots, the grantees of such conveyances shall be required to comply with this Section 7.

B. Exceptions. A Mortgagee acquiring title to a residential Lot as a result of foreclosing a mortgage on a residential Lot, or deed in lieu of foreclosure, shall not be required to become a member of the Country Club. The purchaser of a residential Lot from such a Mortgagee, where seller Mortgagee has acquired title to a residential Lot as a result of foreclosing a mortgage on a residential Lot, or deed in lieu of foreclosure, shall be subject to the requirement of becoming a member of Country Club and complying with this Section 7. If Master Association or a Village Association acquires title to a residential Lot as a result of foreclosing a lien or deed in lieu of foreclosure, Master Association or Village Association shall not be subject to the requirement of becoming a member of the Country Club; provided, however, the purchaser of a residential Lot from Master Association or Village Association shall be subject to the requirement of becoming a member of the Country Club and complying with this Section 7. If the Country Club acquires title to a residential Lot, the Country Club shall not be subject to the requirement of becoming a member of the Country Club; provided, however, the purchaser of a residential Lot from the Country Club shall be subject to the requirement of becoming a member of the Country Club and complying with this Section 7. A purchaser who acquires title to a residential Lot at a duly advertised public sale conducted by the clerk of the court, sheriff, or county tax collector, with open bidding provided by law (e.g. execution sale, foreclosure sale, judicial sale, or tax sale), shall be subject to the requirement of becoming a member of the Country Club and complying with this Section 7.

E. Disapproval by Country Club of transferee's membership application: If the prospective transferee of an interest in, or title to, a residential Lot ("Transferee") has made a bona fide application to the Country Club for membership under this Section 7, and has not been accepted for membership in the Country Club, then and in such event the following provisions shall apply:

- (1) The Seller shall give written notice to Master Association that Transferee's application for membership in the Country Club has not been accepted.

New language is double underlined; deleted language is struck-through.

- (2) Within thirty (30) days of receipt by Master Association from Seller of such notice, Master Association shall deliver to Seller an agreement to purchase the residential Lot or the interest in the residential Lot executed by a purchaser selected by Master Association ("Purchaser;" which Purchaser may be Country Club or Master Association itself) to whom Seller must sell the interest sought to be conveyed upon the terms set forth herein.
- (3) The purchase price shall be the bona fide purchase price stated in the agreement of purchase and sale between Seller and Transferee. The purchase price shall be paid, at Purchaser's option, in cash or upon the same terms as contained in the agreement of purchase and sale between Seller and Transferee.
- (4) If a question arises as to whether or not the sale price in the agreement of purchase and sale between Seller and Transferee is a bona fide price, the question shall be resolved as follows: (a) Seller shall select a qualified and licensed appraiser to provide a fair market value appraisal of the residential Lot for Purchaser; (b) if Purchaser disagrees with Seller's appraiser, Purchaser shall likewise select a qualified and licensed appraiser; (c) if Seller disagrees with Purchaser's appraiser, the two (2) selected appraisers shall name a third qualified and licensed appraiser whose decision shall be final. The cost of the appraisers and related expenses shall be borne equally by Seller and Purchaser.
- (5) The sale shall be closed on the later of: (a) within forty five (45) days after the delivery to Seller of Purchaser's agreement to purchase, or within thirty (30) days after the determination of the purchase price under sub-paragraph (4) above; or (b) the closing date specified in the original agreement of purchase and sale between Seller and Transferee.
- (6) Closing of the sale between Seller and Purchaser will be deemed to be in compliance with this Section 7.
- (7) If Master Association shall fail to provide a Purchaser as provided in sub-paragraph (2) above, or if the Purchaser shall default in its obligation to close the transaction, then and in that event, the sale between Seller and Transferee may close and the transaction will be deemed to be in compliance with this Section without recourse to Country Club or Master Association.

Prepared by and return to:  
Keith F. Backer, Esq.  
Backer Aboud Poliakoff & Poliakoff, LLP  
400 South Dixie Highway, Ste 420  
Boca Raton, FL 33432  
Tel: 561-981-8535

CERTIFICATE OF AMENDMENT TO THE AMENDED DECLARATION  
OF MAINTENANCE COVENANTS FOR BOCA WEST

WHEREAS, the Amended Declaration of Maintenance Covenants for Boca West was recorded in the Public Records of Palm Beach County, Florida in Official Records Book 2295 at Page 192 et. seq. on April 22, 1974 and was thereafter amended from time to time all in the public records of Palm Beach County, Florida;

WHEREAS, Section 720.306(1)(b) provides that, unless otherwise provided in the governing documents or required by law and other than those matters set forth in (c) thereof, any governing document of the Association may be amended by the affirmative vote of two-thirds of the voting interests of the Association.;

WHEREAS, the Declaration does not provide amendment procedures; and

WHEREAS, in excess of two thirds of the voting interests of the Association voted to approve of the proposed amendments to Articles I and VIII of the Amended Declaration of Maintenance Covenants for Boca West.

NOW THEREFORE, the undersigned hereby certify that the attached amendments to the Amended Declaration are true and correct copies of the amendments approved by the voting interests.

WITNESS my signature hereto this 1 day of May, 2017 at Boca Raton, Palm Beach County, Florida.

Boca West Master Association, Inc.

Witness 1: [Signature]

Print Witness 1 Name:  
LOUISE R. V. BONDY

Witness 2: [Signature]

Print Witness 2 Name:  
Zelinda T. Molina

By: [Signature]

as President

Attest: [Signature]  
as Secretary

CERTIFICATE OF AMENDMENT TO THE AMENDED DECLARATION  
OF MAINTENANCE COVENANTS FOR BOCA WEST

Page 2

STATE OF FLORIDA  
COUNTY OF PALM BEACH

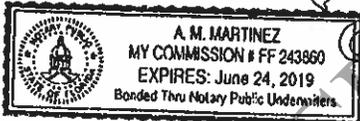
I HEREBY CERTIFY that, on this 1<sup>st</sup> day of May, 2017, before me personally appeared Gen. Koval and Bernard Schlicker, the President and Secretary respectively, of the foregoing corporation, known to me personally to be such, and acknowledged to me that the execution of the above certificate is the free and voluntary act and deed of them, and each of them, each himself and not for the other, and each acknowledged that the facts therein stated are true as set forth. They are personally known to me or have provided \_\_\_\_\_ as identification and did take an oath. In the absence of an indication of a type of proof, they are personally known to me.

My Commission Expires:

A. M. Martinez  
Notary Public

Print Notary Name:

A. M. Martinez



AMENDMENTS TO DECLARATION OF MAINTENANCE COVENANTS OF BOCA  
WEST MASTER ASSOCIATION

(New language is underlined, deleted language is ~~overstricken~~)

Article I of the Amended Declaration of Maintenance Covenants for Boca West is hereby amended to correct a scrivener's error in the 2015 Amendment to the Amended Declaration of Maintenance Covenants for Boca West recorded at Official Records Book 27344, Page 4522 as follows:

The paragraph indicated as adding a new paragraph "(f)" should have been referred to as a ~~new~~ paragraph "(g)" and the paragraph indicated as adding a new paragraph "(g)" should have been referred to as a new paragraph "(h)."

Article I of the Master Declaration is hereby amended by the addition thereto of a new Section (i) which shall read as follows:

(i) ~~"Mortgagee"~~ shall mean (aa) any governmental department or agency, whether state or Federal, that engages in the origination, or purchase from another governmental department or agency or from an institutional lender (or an affiliate thereof) that qualifies as a "Mortgagee" as herein defined, of loans secured by residential real estate or (bb) a bona fide institutional lender (or an affiliate thereof) that, in the normal course of its business activities, originates loans secured by residential real estate or acquires such loans from a governmental department or agency (whether state or Federal) or from other institutional lenders (or affiliates thereof) that qualify as a "Mortgagee" hereunder and (x) has been engaged in such business for a minimum of three years, (y) is licensed or authorized by the state of Florida or by any governmental department or agency to originate or acquire loans secured by real estate in the state of Florida and (z) whose business and affairs are regulated by a state or Federal governmental department or agency. The term "Mortgagee" shall not include any transferee or assignee of the note and/or mortgage evidencing or securing a loan originated or previously acquired by a Mortgagee unless such transferee or assignee would itself be deemed to be a Mortgagee as defined herein.

Section (e) 2 of Article I is hereby amended to read as follows:

2. Notwithstanding any applicable theory of mortgage law, the term "Owner" shall not mean or refer to a bona fide mortgagee of a Lot ("Mortgagee") include a "Mortgagee" (as defined in this Master Declaration) unless and until such Mortgagee has acquired title to the a Lot pursuant to a judicial foreclosure or any proceeding, in lieu of foreclosure, by taking a deed in lieu of repayment of all or part of the indebtedness secured by the mortgage granted to such Mortgagee or by any other judicial or non-

judicial action or proceeding of any kind or type. Upon acquiring title to a Lot as aforesaid, except as otherwise provided in Section 7 B of Article VIII below, any such Mortgagee shall, for all purposes of this Declaration, be deemed to be an "Owner", subject to, among other things, the requirement of mandatory membership in the Country Club.

The first sentence of Article VIII, Section 7 B is hereby amended to read as follows:

B. Exceptions. A Mortgagee acquiring title to a residential Lot as a result of foreclosing a mortgage on a residential Lot or deed in lieu of foreclosure, shall not be required to become a member of the Country Club. For purposes of this Section 7 B, a "Mortgagee" that has become an "Owner" shall be exempt from the requirements of this Section 7, including the requirement of becoming a member of the Country Club, only if the loan secured by the mortgage granted to such Mortgagee was first made at least 18 months prior to the date on which such Mortgagee became an Owner; provided, however, that the exemption from compliance with the requirements of this Section 7 shall not extend to any assignee or purchaser of the note that secures the mortgage in question, unless such transferee or assignee would itself be deemed to be a Mortgagee as defined herein, or to any purchaser or other transferee from such Mortgagee of the Lot which was acquired by such Mortgagee. This amendment is intended to be applied prospectively only; the obligation to become a Country Club member shall not apply to a Mortgagee that takes title to a Lot if such Mortgagee's lien on that parcel was recorded among the Public Records of Palm Beach County before the date of recording of this amendment.

(the balance of the text of Article VIII, Section 7, B remains unchanged)

NOT A

This instrument prepared by  
and to be returned to:  
Joseph J. Judd, Esquire  
Sachs Sax Caplan  
6111 Broken Sound Parkway NW, Suite 200  
Boca Raton, FL 33487  
(561) 994-4488

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF MAINTENANCE COVENANTS FOR BOCA WEST MASTER  
ASSOCIATION, INC.,**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF BOCA WEST  
MASTER ASSOCIATION, INC., AND**

**AMENDED AND RESTATED BY-LAWS OF BOCA WEST MASTER ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amendment to the Declaration of Maintenance Covenants for Boca West Master Association, Inc. attached to this Certificate as Exhibit "A", the Second Amended and Restated Articles of Incorporation of Boca West Master Association, Inc. attached to this Certificate as Exhibit "B", and the Second Amended and Restated By-Laws of Boca West Master Association, Inc. attached to this Certificate as Exhibit "C" were duly adopted as amendments at a Board of Directors' meeting held February 25, 2020, and at the Annual Members' Meeting of Boca West Master Association, Inc. held March 24, 2020. The approval of the amendments by a sufficient vote of the Board of Directors and Members of Boca West Master Association, Inc. was obtained, and the respective vote tallies have been recorded in the meeting minutes of Boca West Master Association, Inc.

I. Declaration of Maintenance Covenants

The original Declaration of Maintenance Covenants for Boca West Master Association, Inc. was recorded September 18, 1972, in Official Records Book 2057, Page 112, of the Public Records of Palm Beach County, Florida, and has been amended and restated from time to time (the "Declaration"). The following sections of the Declaration are neither amended, restated, nor changed:

- a) Article II titled "Property Subject to this Declaration";
- b) Article V, Section 1 titled "Certificate of Compliance";
- c) Article VIII, Section 7 titled "Membership in the Country Club"; and
- d) the Declaration's Exhibit "A".

The remaining sections of the Declaration are amended, superseded, and replaced in their entirety as provided by Exhibit "A" to this Certificate. Said Exhibit "A" involves substantial rewording that is so extensive that underlining and striking through the language of the original documents would hinder, rather than assist, the reader.

II. Articles of Incorporation and By-Laws

The Amended and Restated Articles of Incorporation of Boca West Master Association, Inc. were recorded on May 3, 1993, in Official Records Book 7690, Page 60, of the Public Records of Palm Beach County, Florida, and have been amended and restated from time to time (the "Articles"). The Amended and Restated By-Laws of Boca West Master Association, Inc. were recorded on May 2, 1997, in Official Records Book 9775, Page 1564, of the Public Records of Palm Beach County, Florida, and

have been amended and restated from time to time (the "By-Laws"). The Articles and By-Laws are amended, superseded, and replaced in their entirety as provided by Exhibits "B" and "C" to this Certificate. Said exhibits involve substantial rewording that is so extensive that underlining and striking through the language of the original documents would hinder, rather than assist, the reader.

DATED this 20<sup>th</sup> day of April, 2020.

Witnesses

BOCA WEST MASTER ASSOCIATION, INC.

Signature

Bridget Ellis  
Printed Name

By:

Howard Krosser  
Howard Krosser, President

Signature

Eric R Perez  
Printed Name

By:

Elaine Wittlin  
Elaine Wittlin, Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of April, 2020, by Howard Krosser, as President, and Elaine Wittlin, as Secretary, of Boca West Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, by means of  physical presence or  online notarization who are:

- Personally Known or
- Produced Identification.

Type of Identification produced, if applicable: \_\_\_\_\_



Alyssa M. Martinez  
NOTARY PUBLIC, State of Florida

(SEAL)

*Exhibit "A"*

AMENDMENT TO THE DECLARATION OF  
MAINTENANCE COVENANTS FOR  
BOCA WEST MASTER ASSOCIATION, INC.

The Declaration of Maintenance Covenants for Boca West Master Association, Inc. is hereby amended as set forth herein. The original Declaration is dated August 2, 1972, and was recorded September 18, 1972, in Official Records Book 2057, Page 112, Public Records of Palm Beach County, Florida, and has been amended and restated from time to time. At an Annual Members' Meeting held on March 24, 2020, Members holding not less than two-thirds (2/3rds) of the membership's total voting interests adopted this Amendment to the Declaration of Maintenance Covenants for Boca West Master Association, Inc.

**The recitals contained in the Declaration of Maintenance Covenants for Boca West Master Association, Inc. are hereby amended as follows:**

The Declaration of Maintenance Covenants for Boca West Master Association, Inc. is sometimes hereinafter referred to as the "Master Declaration". The original Declaration is dated August 2, 1972, and was recorded September 18, 1972, in Official Records Book 2057, Page 112, Public Records of Palm Beach County, Florida.

The real property described in the original Declaration's Exhibit A, as amended, called "Boca West", is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes hereinafter referred to as "Covenants and Restrictions") set forth in the Master Declaration.

WHEREAS, Boca West is a residential country club community featuring the amenities of Boca West Country Club, Inc. ("Country Club"); and

WHEREAS, this Master Declaration has been established as a covenant running with the land for the purpose of promoting the values and desirability of the properties in Boca West as well as promoting the health, safety, welfare, lifestyle, and recreational opportunities of Owners; and

WHEREAS, the values of the residential Lots and condominium apartments in Boca West and the quality of lifestyle of the residents are positively impacted by the Country Club amenities being maintained in an attractive and first class manner; and

WHEREAS, in 2003 the Board of Directors of the Master Association made certain determinations based upon an investigation, including consultations with several experts, as follows:

1. Financial pressures on the Country Club are foreseeable if the operation of the Country Club continues on an optional membership basis for residents of Boca West.

2. Comparable country club communities in the area are either: (a) being initially developed with mandatory club membership for all residents; or (b) have amended or are amending their documents to adopt a mandatory membership program for residents.

3. There is a trend toward mandatory membership which could well isolate the Boca West community as one of a diminishing number of gated, upscale developments where purchasers can take advantage of the ambiance of a country club community without making any financial contribution.

4. The natural aging of the Boca West community itself will likely result in diminished financial participation by an increasing number of resident members.

5. There are foreseeable trends toward a diminishing resident Club membership base, which will necessarily impact on continuous, stable funding; and

WHEREAS, Master Association has the responsibility to take actions necessary to preserve the value of Owners' residential Lots and condominium apartments, and the quality of lifestyle of the residents of the Boca West community; and

WHEREAS, the Board of Directors of Master Association, applying its business judgment, approved a course of action to address the Country Club's future financial stability and its impact on the lifestyle and home values in the Boca West community. The Master Declaration was amended in 2003 to require all prospective or new residential Owners to become members of the Country Club; the foregoing being a reasonable method to ensure that the Country Club amenities, which are a basic feature of the Boca West community, are maintained in an attractive and first class manner in order to enhance the value of Owners' residential Lots and condominium apartments, and the quality of lifestyles at Boca West;

NOW, THEREFORE, the Covenants and Restrictions of this Master Declaration are as follows:

**Article I of the Master Declaration is hereby amended as follows:**

#### ARTICLE I

#### DEFINITIONS

The following words, when used in this Master Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Association" or "Master Association" shall mean and refer to Boca West Master Association, Inc., a Florida corporation not for profit. This is the Declaration of Maintenance Covenants for Boca West to which the Master Association's Second Amended and Restated Articles of Incorporation and Second Amended and Restated By-Laws of the Master Association make reference. The Master Association, at all times, shall be governed by the provisions of Chapter 617 and 720, Fla. Stat., and all other provisions of Florida law, as same may be amended from time to time.

(b) "Developer" shall mean and refer to Arvida Corporation, its successors or assigns. The Developer is not known to have any remaining interests in Boca West on the date of the adoption of this Amendment to the Master Declaration.

(c) "Boca West" shall mean and refer to the real property described in Exhibit A recorded in the Public Records of Palm Beach County, Florida at Official Records Book 3624 Page 1254.

(d) "Lot" shall mean and refer to any platted subdivision lot or parcel and any condominium dwelling unit in any condominium in the property described in Exhibit A recorded in the Public Records of Palm Beach County, Florida at Official Records Book 3624 Page 1254.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is a part of Boca West, including contract sellers (but not contract purchasers) as of April 29, 2003, the date of recordation of certain amendments in the Public Records of Palm Beach County, Florida ("Effective Date"). After April 29, 2003, the Effective Date, no person(s) or entity shall acquire title and become an Owner of a residential Lot unless in connection with the instrument of conveyance for that Lot there shall be recorded a Certificate of Compliance as described in Article V, Section 1 of this Master Declaration ("Certificate of Compliance").

1. Notwithstanding the foregoing, it shall not be deemed a transfer of an interest under this Master Declaration, nor shall a Certificate of Compliance be required, incident to: (a) a surviving spouse obtaining title by operation of law; (b) a former spouse obtaining title by operation of a final decree or judgment of divorce; or (c) husband, wife or child(ren), son-in-law or daughter-in-law of the owner obtaining title directly or as beneficiaries by means of a bona fide estate planning device.

2. Notwithstanding any applicable theory of mortgage law, the term Owner shall not include a "Mortgagee" (as defined in this Master Declaration) unless and until such Mortgagee has acquired title to a Lot pursuant to a judicial foreclosure proceeding, by taking a deed in lieu of repayment of all or part of the indebtedness secured by the mortgage granted to such Mortgagee or by any other judicial or non-judicial action or proceeding of any kind or type. Upon acquiring title to a Lot as aforesaid, except as otherwise provided in Section 7 B of Article VIII below, any such Mortgagee shall, for all purposes of this Master Declaration, be deemed to be an "Owner", subject to, among other things, the requirement of mandatory membership in the Country Club.

(f) "Common Area" shall mean and refer to all real property owned by the Master Association for the common use and enjoyment of the members.

(g) "Village", "Village Association", or "Member Village Association" means one of the residential communities in Boca West which is administered by its own homeowners' association or condominium association. The Country Club and Commercial Parcel are not Villages, Village Associations, or Member Village Associations.

(h) "Commercial Parcel" shall mean that certain real property which is commonly known as 763 Glades Road, Boca Raton, FL 33434 and legally described as:

o PARCEL 21-A, REPLAT OF PARCEL 21 OF BOCA WEST P.U.D., according to the plat thereof recorded in Plat Book 69, Page 84, Public Records of Palm Beach County, Florida.

(i) "Mortgagee" shall mean (aa) any governmental department or agency, whether state or Federal that engages in the origination, or purchase from another governmental department or agency or from an institutional lender (or an affiliate thereof) that qualifies as a "Mortgagee" as herein defined, of loans secured by residential real estate or (bb) a bona fide institutional lender (or an affiliate thereof) that, in the normal course of its business activities, originates loans secured by residential real estate or acquires such loans from a governmental department or agency (whether state or Federal) or from other institutional lenders (or affiliates thereof) that qualify as a "Mortgagee" hereunder and (x) has been engaged in such business for a minimum of three years, (y) is licensed or authorized by the state of Florida or by any governmental department or agency to originate or acquire loans secured by real estate in the state of Florida and (z) whose business and affairs are regulated by a state or Federal governmental department or agency. The term "Mortgagee" shall not include any transferee or assignee of the note and/or mortgage evidencing or securing a loan originated or previously acquired by a Mortgagee unless such transferee or assignee would itself be deemed to be a Mortgagee as defined herein.

(j) "Governing Documents" shall have the meaning set forth in Fla. Stat. §720.301(8) and shall include the Master Declaration, as amended from time to time, the Master Association's Articles of Incorporation, as amended from time to time, the Master Association's By-Laws, as amended from time to time, and such rules and regulations as the Master Association's Board of Directors may adopt or amend from time to time.

(k) "Member" means each Member Village Association, the Country Club and the owner of the Commercial Parcel. An umbrella, master, or common areas association which administers more than one Village or common properties shared by more than one Village and/or is in addition to the homeowners' association or condominium association for a Village shall not be a Member of the Master Association.

**Article II of the Master Declaration titled "Property Subject to this Declaration" is unchanged. Article III of the Master Declaration is hereby amended as follows:**

### ARTICLE III

#### PROPERTY RIGHTS

Section 1. TITLE TO COMMON AREA. The Developer has conveyed title to the roads, lake bottoms, and other areas (exclusive of golf courses or other areas not conveyed by the Developer) which are for the use and benefit of all of the Owners of property in Boca West, subject to any mortgages for improvements to such Common Area parcel or parcels, to taxes for the year of conveyance, to restrictions, conditions, limitations, easements of record and for drainage and public utilities, and to perpetual non-exclusive easements for ingress to

and egress from Developer's property in Boca West for Developer, its invitees, licensees, successors and assigns. Any roads, lake bottoms, and other areas which are for the use and benefit of only the Owners of a particular area may, at the discretion of the Developer, be conveyed to a property owner's association for such area.

**Section 2. OWNERS' EASEMENTS OF ENJOYMENT.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) the right of the Master Association (in accordance with its Articles and By-Laws) to borrow money and to mortgage said properties;

(b) the right of the Master Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;

(c) the right of the Master Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(d) all provisions of this Master Declaration, any plat of all or any part of the property in Boca West, and the Second Amended and Restated Articles of Incorporation and Second Amended and Restated By-Laws of the Master Association;

(e) the rules and regulations governing use and enjoyment of the Common Area, as well as governing the use of the individual Lots, adopted and amended by the Master Association's Board of Directors from time to time, including reasonable admission charges if deemed appropriate for each Common Area parcel. The Board of Directors may prohibit access to Boca West to persons who are not known to be Owners or Owners' tenants, family members, guests, or invitees, suspend Boca West access privileges to Owners' guests or invitees who the Master Association reasonably determines pose a risk to the residents of Boca West, who the Master Association reasonably determines have damaged or intend to damage the Common Areas or who the Master Association reasonably determines intend to assist or facilitate a violation of the Governing Documents. The length of any suspension shall be determined by the Board of Directors based upon written guidelines or as may otherwise be determined. Such rules may provide for a process to allow a guest or invitee aggrieved by such a suspension to seek reinstatement of access privileges by appeal to the Master Association's Board of Directors. One whose access has been suspended shall be entitled to a hearing to be convened as soon as practicable but not later than fourteen (14) days from the date of delivery to the Master Association's management office of a written request for a hearing. The failure of the Master Association to timely provide such a hearing shall cause the suspension to terminate at the expiration of the fourteen-day period. In addition, the Master Association shall have the further authority to levy fines as well as Common Area use suspensions, for any Owner, or that Owner's tenants, guests or invitees, and shall further have the authority to suspend voting rights for Members (which may include a reduction in the number of votes cast by Voting Representatives), all in accordance with the procedures and requirements identified in Section 720.305, Fla. Stat., as same may be amended from time to time; and

(f) restrictions contained on any and all plats of all or any part of the Common Area or filed separately but in conjunction with such platting.

**Article IV of the Master Declaration is hereby amended as follows:**

**ARTICLE IV**

**MASTER ASSOCIATION**

The Developer caused to be incorporated pursuant to Chapter 617, Fla. Stat., a corporation not for profit known as BOCA WEST MASTER ASSOCIATION, INC., in accordance with the Master Association's Second Amended and Restated Articles of Incorporation. The Second Amended and Restated Articles of Incorporation authorize the Master Association, in its discretion, to dissolve in the event of annexation of the land comprising Boca West by a municipality, and provide for the exercise of architectural control of improvements constructed in Boca West.

**Article V, Section 1 of the Master Declaration titled "Certificate of Compliance" is unchanged. The remainder of Article V of the Master Declaration is hereby amended as follows:**

**ARTICLE V**

**COVENANTS FOR ASSESSMENTS**

**Section 2. OBLIGATIONS TO REMIT PAYMENT FOR ASSESSMENTS.** The Master Association shall provide each Member Village Association the information necessary for each Member Village Association to collect the Master Association assessments owed in connection with each Lot located within such Member Village Association's jurisdictional boundaries. For each Lot located within a Member Village Association's jurisdictional boundaries, except in the case of Lots for which a forbearance has been given (as described more fully below), the Lot's Owner and Member Village Association shall each have the obligation to make payment of all Master Association assessments levied in connection with the Lot.

Each Member Village Association shall remit payment of Master Association assessments for each Lot located within such Member Village Association's jurisdictional boundaries, except for Lots for which a forbearance has been given, to the Master Association on a monthly basis, unless less frequent payments are requested by the Master Association's Board of Directors. Pursuant to its role collecting Master Association assessments and after obtaining the Master Association's written consent to do so, a Member Village Association may record a claim of lien in the county public records, file a proof of claim in bankruptcy court, or file a statement of claim in a probate action containing delinquent Master Association assessments. Additionally, upon obtaining the Master Association's written consent to do so, a Member Village Association may initiate legal proceedings against a Lot Owner to collect delinquent Master Association assessments. Each Lot's share of Master Association common expenses for emergency paramedic and rescue services as well as bulk communications services, pursuant to Fla. Stat. §720.309(2), shall be incorporated into the Lot's share of Master Association assessments.

Assessments shall also be levied upon Members that are not Member Village Associations,

and such Members shall remit payment of Master Association assessments to the Master Association on a monthly basis, unless less frequent payments are requested by the Master Association's Board of Directors.

**Section 3. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** Each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, clerk's sale, or tax deed sale shall be deemed to covenant and agree to pay the Master Association: (1) any periodic assessments or charges, (2) any special assessments, (3) exterior maintenance assessment (as set forth hereafter), and (4) any and all other assessments levied by the Master Association; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest and late fees thereon from the due date in amounts not to exceed statutory maximums and costs of collection thereof including attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each Lot Owner, regardless of how his, her, or its title has been acquired, shall be liable for all assessments that come due while he, she, or it is the Lot Owner. Additionally, the current Lot Owner shall be jointly and severally liable with any previous Owner(s) of the Lot for all unpaid assessments, interest, costs and attorneys' fees that came due prior to the time the current Lot Owner acquired title to the Lot. This liability is without prejudice to any right the current Lot Owner may have to recover from the previous Lot Owner(s) amounts paid by the current Lot Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment. The assessments charged to Members that are not Member Village Associations shall not be secured by a lien against such Members' real property but may instead be the subject of an action by the Master Association for money damages. In any such action, the Master Association may, in addition to delinquent assessments, recover interest, late fees, costs, and reasonable attorneys' fees.

In addition to any other assessment levied pursuant to the terms hereof, in the event the Master Association incurs a cost for providing emergency paramedic and rescue services to the Boca West community, the Master Association may assess the Owners and/or Members for the cost of providing such services. The assessment shall be in a sufficient amount to cover the entire cost to the Master Association associated with the providing of such services. Included in that sum, without limitation and by way of example only, are such sums as utilities, insurance and maintenance, repair and replacement costs associated with the physical facility used by the provider of such services. In the event an Owner or Member fails to pay, the Master Association shall be entitled to recover all such assessments, together with interest thereon, late fees, and costs of collection thereof including attorneys' fees. Such sums, when due from an Owner, shall be a charge on the Owner's Lot and shall be a continuing lien upon the Lot against which each such assessment is made.

The Master Association or any Member Village Association collecting on the Master Association's behalf is hereby authorized to seek reimbursement from any Owner of any attorneys' fees and/or costs incurred by the Master Association arising from the Master Association's participation in any mortgage foreclosure proceedings against the Owner or arising from the Master Association's participation in any bankruptcy proceeding involving the Owner.

Section 4. **PURPOSE OF ASSESSMENTS.** The assessments levied by the Master Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents in Boca West and in particular for the improvement and maintenance of the Common Area including, but not limited to, the cost of street lighting, taxes, insurance, road maintenance, landscaping, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Master Association and undertaken by it.

Section 5. **ASSESSMENTS.** The Board of Directors of the Master Association shall fix the assessments, which shall be payable periodically, in advance, in accordance with the projected financial needs of the Master Association and as determined by its Board of Directors.

Section 6. **DATE OF COMMENCEMENT OF ASSESSMENTS: DUE DATES.** The periodic assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors to be the date of commencement.

The due date of any special assessment or exterior maintenance assessment hereof shall be fixed in the resolution authorizing such assessment.

Section 7. **DUTIES OF THE BOARD OF DIRECTORS.** The Board of Directors of the Master Association shall fix the date of commencement and the amount of the assessments against each Lot and each Member for each assessment period in advance of such date or period.

Section 8. **EFFECT OF NON-PAYMENT OF ASSESSMENTS: THE LIEN; REMEDIES OF MASTER ASSOCIATION.** If an Owner's assessments are not paid on the date when due or within thirty (30) days thereafter, such assessment shall become delinquent and shall, together with such interest thereon, late fees, and cost of collection thereof, including but not limited to attorneys' fees, be the Owner's personal obligation and also be an obligation which is secured by the Master Association's continuing lien against the Owner's Lot. Without limiting the foregoing and except when a forbearance has been obtained (as described below), the Master Association may bring an action for money damages against any Member Village Association that has failed or refused to timely remit payment of assessments to the Master Association. In any such action against a Member Village Association, (i) the Master Association may also seek the recovery of interest and late fees, and (ii) the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. Additionally, the Master Association may bring an action for money damages against any Member that is not a Member Village Association and that has failed or refused to timely remit payment of assessments to the Master Association. In any such action, (i) the Master Association may also seek the recovery of interest and late fees, and (ii) the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

The Master Association may bring an action to foreclose the lien against the delinquent Owner's Lot, in like manner as a foreclosure of a mortgage on real property, and/or bring a suit on the personal obligation against the Owner. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, late fees, and reasonable attorney's fees to be fixed by the court together with the costs of the action.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES. With regard to all mortgages entered into after the effective date of this Amendment to the Declaration of Maintenance Covenants for Boca West Master Association, Inc., June 3<sup>rd</sup>, 2020, the lien of the assessments provided for herein shall be subordinate to the lien of any bona fide first mortgage held by a Mortgagee; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any Lot Owner from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of the Master Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination. Notwithstanding any term herein to the contrary for all mortgages encumbering a Lot and recorded in the Public Records after December 16, 2013, the effective date of this amendment, and to the extent allowable under Florida law, for all mortgages encumbering a Lot and recorded in the Public Records on or before December 16, 2013, the effective date of this amendment, the provisions of Section 720.3085, Fla. Stat., as now exist or may hereafter be amended, shall apply to the mortgagee's obligation for the payment of assessments or other charges accruing prior to the date the mortgagee obtains title to the Lot. In addition, and notwithstanding the foregoing, any other purchaser or other person who otherwise acquires title at a foreclosure sale shall be governed at all times by the provisions of Chapter 720, Fla. Stat., as may now exist or may hereafter be amended from time to time. Each Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title, including but not limited to foreclosure and/or deed in lieu of foreclosure except as provided under law pursuant to Section 720.3085, Fla. Stat., as same may be amended from time to time.

Section 10. EXEMPT PROPERTY. The following property subject to this Master Declaration shall be exempted from the assessments, charge and lien created herein: (a) all land in Boca West to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area as defined in Article I hereof; (c) all properties exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Master Association. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

Section 11. The Master Association may include in its annual assessment or may specially assess, if necessary, to provide bulk cable television, radio, satellite and other electronic communication and information services for all Lots in the Boca West community, including, but not limited to, all services set forth within Fla. Stat. §720.309(2). The assessment for such services shall be an equal amount per Lot rather than based on assessed value as are assessments described in Section 3 of this Article. The per Lot charge shall be determined by dividing the annual contract cost to the Master Association for the services by the number of Lots in Boca West, and accounting for projected delinquencies, if any. Those Lots that are not provided with such services because the Lot is occupied solely by legally blind, hearing impaired, or resident eligible for an exemption pursuant to Fla. Stat. §720.309(2)(b) shall be excluded from the calculation of the number of Lots in Boca West. Other than those Lots that are not provided with such services because an exemption pursuant to Fla. Stat. §720.309(2)(b) applies, the non-use of such services shall not entitle a Lot Owner to avoid the obligation for

The portion of the assessment (or special assessment) attributable to such services. The Master Association shall have an easement to access each home in the Boca West community to install and maintain necessary equipment and wiring associated with such services. In the event a Lot Owner interferes with the installation or maintenance of such wiring or equipment and causes the service providers to alter their installation, maintenance or service schedule causing the Master Association to incur additional expense to complete the work, the Lot Owner causing such interference shall indemnify the Master Association for that additional expense which shall be a special assessment against the Lot collectable in same manner as other unpaid assessments levied by the Master Association as provided in this Master Declaration.

The Master Association assessments levied pursuant to this Section may be collected by billing each Member Village Association. The Member Village Association shall be billed an amount equal to the per Lot charge for each Lot in that Member Village Association's community. Those Lots that are not provided with such services because the Lot is occupied by resident(s) eligible for an exemption pursuant to Fla. Stat. §720.309(2)(b) shall be excluded from the calculation of the number of Lots in the Member Village Association's community. Any Member Village Association with such an exempt Lot must provide the Master Association with written notice of the exempt Lot prior to January 1st of each year. Failure to do so shall cause the Member Village Association to be responsible for the per Lot charge multiplied by all Lots in the Member Village Association's community irrespective of an undisclosed exempt Lot. Notwithstanding the foregoing collection procedure, each Owner of a Lot, regardless of how his, her, or its title has been acquired, shall be liable for all such assessments that come due while he, she, or it is the Owner of the Lot. Additionally, the present Owner of a Lot shall be jointly and severally liable with any previous Owner(s) of the Lot for all unpaid assessments, interest, costs and attorneys' fees that came due prior to the time that the present Owner acquired title to the Lot. This liability is without prejudice to any right the present Owner may have to recover from the previous Owner the amounts paid by the Owner. All such assessments, together with interest thereon, a late fee, and costs of collection thereof including attorneys' fees shall be a charge on the land and lien upon the Lot against which with each such assessment is made.

Section 12. The payment of any assessment is the obligation of each Lot Owner and Member. The Member Village Associations shall be responsible for the collection and remittance of all Master Association assessments owed for all the Lots located within the Member Village Association's jurisdictional boundaries, and shall be liable in the same manner as Lot Owners for the full payment of same to the Master Association. The payment of assessments must be made on the date when due as determined by the Master Association. Any assessments not paid to the Master Association on or before the date when due shall become delinquent after thirty (30) days and shall be subject to interest and late fees. Notwithstanding the obligation of the Member Village Association to remit full and timely payment on behalf of each and every Lot Owner within the Member Village Association to the Master Association to meet the total financial obligations of the Member Village Association to the Master Association, the Member Village Association shall be provided the opportunity to obtain a forbearance relating to assessments levied by the Master Association where the Owner has not paid and is therefore delinquent.

Forbearance shall mean the deduction of Master Association assessments attributable to the Lots within a Member Village Association, where that Lot's Owner is not paying the

assessments levied by both the Member Village Association and the Master Association, as further described herein.

The forbearance shall require that the Member Village Association adhere to the conditions as set forth below. Additionally, when a forbearance is properly obtained, and as such the portion of the assessment attributable to the Lot is not received by the Master Association, the Master Association shall have the authority, both on its own behalf as well as on behalf of the Member Village Association, to pursue its available legal remedies in order to effectuate payment, including but not limited to suspension of Master Association Common Area use rights to the extent permitted by law. To the extent allowable by law, such suspension will include the privilege of transponder or other access device, for access to the residents' gate(s).

Upon the levy by the Master Association of an Assessment, Special Assessment or other assessment authorized by the Master Declaration or otherwise authorized by law, the Master Association shall send each Member Village Association a statement of the amount due from all of the Lot Owners in that Member Village Association, which Member Village Association shall be responsible for payment to the Master Association of the aggregate amount owed by all of the Lot Owners within that Member Village Association. If the Member Village Association does not receive payment from individual Lot Owners within the Member Village Association, which failure to pay shall be considered a delinquency pursuant to the Member Village Association documents, allowing the Member Village Association to pursue its available collection remedies both under its community documents and under Florida law, then that Member Village Association shall be entitled to request, in writing, a forbearance of the Master Association assessments from that date forward, attributable to that Lot, as long as that Lot remains delinquent in payments of both Member Village Association assessments and Master Association assessments. A forbearance request shall be made separately, for each Lot which is delinquent and which the Member Village Association is seeking said relief. Delinquent assessments which came due more than One Hundred Twenty (120) days prior to the request by the Member Village Association and the approval by the Master Association, shall be paid, and may not be deducted and/or held back by the Member Village Association. The forbearance request shall be as follows:

- a. The forbearance request shall be in writing.
- b. The forbearance request shall include a copy of initial demand letter pursuant to Florida Statutes, from Member Village Association counsel identifying that collection efforts have been initiated, and a copy of the filed lien.
- c. The forbearance request shall include a copy of the Master Association's budget, which identifies the amount of Master Association assessments assessed against the individual Lot, for which a forbearance request is made. This will allow the Master Association to assure that any forbearance will properly relate to assessments owing on an individual Lot.
- d. The Member Village Association shall provide updates, and, unless otherwise determined by the Master Association, such updates shall be a monthly updated Owner's account ledger and a fully completed Master Association accounting form, or such other form as required by the Master Association, to assure that the Member Village Association is continuing to diligently attempt collection of delinquent assessments. Should a mortgage

foreclosure be initiated against the same Lot, the Master Association shall have the authority to continue to provide the forbearance, notwithstanding any Member Village Association business decision not to continue to pursue, after the initial demand and lien, the delinquency during the pending mortgage foreclosure.

The Member Village Association shall agree that the Master Association has the authority to withdraw the forbearance at any time, with reasonable written notice as determined by the Master Association, if the Member Village Association does not adhere to each and every condition of said forbearance as provided herein. More specifically, if the forbearance is withdrawn, the Member Village Association will be obligated to pay all assessments due and owing for the delinquent Lot including those assessments which came due during and prior to the forbearance period. Further, the Master Association may also withdraw any suspension of Common Area use rights, including the privilege of transponder or other access device associated with such a forbearance.

f. The Member Village Association shall be deemed to agree, as a condition of the forbearance, that any subsequent payments received (whether or not payment in full), will be shared with the Master Association on a pro rata basis, based upon the outstanding assessments for both the Master Association and Member Village Association. Notwithstanding the foregoing, any partial payments for a Lot in forbearance will be first applied pro rata to interest then to late fees, owed to both the Member Village Association and the Master Association, then to attorneys' fees and costs incurred in collection, and then to assessments. As such, where the Member Village Association is pursuing, through the use of its attorney, the collection of assessments, partial payments, will be used to reimburse the Member Village Association for the costs of collection, prior to its obligation to pay to the Master Association its pro rata portion of the delinquent assessments. Reimbursement to the Member Village Association for the costs of collection requires the Member Village Association to submit documentary proof of the costs of collection incurred, including attorneys' fees.

g. Before the Member Village Association enters into any payment plan, agrees to a short sale, or takes any other action which will not result in full payment of the Master Association assessments to the Master Association, the Member Village Association must obtain the Master Association's prior written approval. Such payment plan, short sale, and/or other action must identify the method in which the funds will be shared.

h. If the Member Village Association ultimately forecloses its assessment lien, takes title to a Lot, and is able to generate rental income from the Lot, then the Master Association shall also be entitled to a pro rata portion of the rental payments received. The Member Village Association will also be required to pay any and all Master Association assessments which come due to the Master Association on the Lot for which it holds title. Further, in consideration of the Master Association not pursuing its collection remedies directly against the delinquent Lot Owner, including placing a lien and foreclosing on said lien, where the Member Village Association obtains title and is able to generate rental income, the rental income will be shared with the Master Association as follows: First, it shall be applied to any interest and late fees which were owed to both the Master Association and Member Village Association, on the Lot prior to the Member Village Association taking title, and then it shall be applied to the costs of collection incurred by the Member Village Association prior to any such disbursement, including attorneys' fees. The Member Village Association shall be required to provide proof

as to those costs incurred, as further described in Paragraph "f" herein. The costs of collection, and collection expenses, shall not include any expenses associated with maintenance, repair, replacement or improvement of the Lot, including the costs of making the Lot habitable. Thereafter, any rental proceeds remaining will be distributed pro rata, based on the same percentage as the allocation of assessments payable to both the Member Village Association and the Master Association.

i. Where there is a transfer of ownership relating to a Lot in forbearance resulting in either full or partial payment, the Member Village Association shall be obligated to pay the Master Association its pro rata portion of the amounts received. If a partial payment, and the recovery is strictly related to assessments, then the assessments shall be shared pro rata, without first applying payment to interest, late fees, and the attorneys' fees and costs incurred by the Member Village Association.

Once a forbearance agreement is requested and approved, which then results in a delinquency to the Master Association, the Master Association may, to the extent allowed by law, suspend resident transponder or other access device, which suspension, except as otherwise provided herein, will stay in place as long as the delinquency remains outstanding.

If at any time the Member Village Association does not adhere to the terms of this provision of the Master Declaration and the conditions as set forth herein or as promulgated by the Master Association from time to time, the Master Association shall have the right, but not the obligation, to cancel any forbearance with reasonable notice, as determined by the Master Association, resulting in the Member Village Association being responsible for paying all assessments due on those Lots, even though they remain delinquent.

j. Bankruptcy. To the extent that any assessments attributable to the Master Association are discharged through bankruptcy, the Member Village Association, notwithstanding its obligation to pay assessments on behalf of all Lots within the jurisdictional boundaries of the Member Village Association, shall not be required to pay assessments attributable to the Master Association which have been so discharged.

k. Interest and Late Fees. Any assessment not paid to the Master Association on the date when due shall be deemed delinquent and shall be subject to interest and to late fees. Notwithstanding anything else provided for in this Master Declaration or the Governing Documents, including, but not limited to other provisions which currently identify the authority to charge late fees and interest, the Master Association shall have the authority to charge late fees and interest at the highest rate allowed by law.

**Article VI of the Master Declaration is hereby amended as follows:**

## ARTICLE VI

### EXTERIOR MAINTENANCE

Section 1. EXTERIOR MAINTENANCE. In addition to maintenance upon the Common Area, the Master Association may provide exterior maintenance upon any structure on any Lot needing same in the Master Association's opinion. Pursuant to this Section, by way of example

only and without any limitation, the Master Association may paint, repair, replace, clean and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements, provided, however, that to the extent such maintenance is provided by a Member Village Association for the area in which any such Lot is located, such maintenance shall not be duplicated by the Master Association without first providing fourteen (14) days' prior written notice to the Member Village Association.

Section 2. ASSESSMENT OF COST. In the event that the Master Association performs maintenance upon any Lot pursuant to its privilege to do so as set forth in this Article VI of this Master Declaration, the Master Association may seek reimbursement for costs incurred from the Lot's Owner, which, if not paid within thirty (30) days, shall be an assessment upon the Lot collectible from the Lot Owner in the same manner as a special assessment. However, in no event shall any Member Village Association have liability for assessments arising from reimbursement owed for maintenance performed upon a Lot pursuant to this Article VI.

Section 3. ACCESS AT REASONABLE HOURS. For the purpose of performing the exterior maintenance authorized by this Article, the Master Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any residence or improvement during daylight hours on any day except Saturday or Sunday.

**Article VII of the Master Declaration is hereby amended as follows:**

#### ARTICLE VII

#### ARCHITECTURAL CONTROL.

The Master Association shall have architectural approval/disapproval authority governing Lot Owners and Members. No structure or improvement, including, without limitation buildings, fences, walls, signs, swimming pools, boathouses, docks, aerials, antennae, bulkheads, sewers, drains, disposal systems, windows, doors, or other structures shall be commenced, erected, or placed upon any Lot, Member Village Association common area, or Member property nor shall any addition to or change or alteration therein be made affecting the structure or improvement's exterior appearance until the plans, specifications, and location of the same shall have been submitted to and approved in writing, as to harmony of external design, location in relation to surrounding structures and topography, by the Board of Directors of the Master Association, or by the Architectural Control Committee thereof. All decisions of the Architectural Control Committee shall be reviewed by the Board of Directors, and the Board of Directors shall make all final architectural approval/disapproval decisions.

This Article shall be inapplicable to any maintenance that does not modify, alter, or change the external appearance of any Lot, Member Village Association common area, or Member property. This Article shall also be inapplicable to any non-material landscaping modifications as identified in any landscaping guidelines and standards that may be adopted by the Board of Directors.

If a Lot Owner is seeking the Master Association's architectural approval of a proposed improvement, modification, or alteration to the exterior portion of his or her Lot, then, before

receiving the consideration of the Master Association, the Lot Owner shall demonstrate that the proposed improvement, modification, or alteration has received the approval or disapproval of the Member Village Association in which the Lot is located. The Master Association's Board of Directors or Architectural Control Committee may, in the sole and absolute discretion of either, overrule any disapproval decision rendered by a Member Village Association and/or may deny any proposed improvement, modification, or alteration that has been approved by a Member Village Association.

The Board of Directors may establish guidelines and conditions for the performance of the work for which an Owner, Member Village Association, or Member is required to seek approval pursuant to this Article. The Board of Directors may also adopt and publish guidelines and standards pertaining to the location, size, type, appearance, design, and materials of certain kinds improvements that will be permitted. Any approval granted by the Board of Directors or the Master Association's Architectural Control Committee shall be subject to the guidelines and conditions approved by the Board of Directors as such may be amended from time to time. Owners, Member Village Associations, and Members shall be subject to the conditions and guidelines imposed.

Without limiting the broad authority to impose those conditions of approval as the Board or Architectural Control Committee believes is in the best interest of the Master Association, the following are among the subject matter of those guidelines upon which the Board or Architectural Control Committee may condition its grant of approval of an application:

1. Start dates and completion deadlines.
2. Security deposits to protect Association property.
3. Submission of additional plans, surveys, diagrams, color samples or other further information to assist the Board or Architectural Control Committee in considering the application.
4. Names, addresses, license numbers, telephone numbers and insurance information of contractors anticipated to perform work in Boca West.
5. Member Village Association approval of the proposed improvement, modification, or alteration.
6. Proof of required permits and certificates of completion from local governmental authorities.
7. Quality of materials to be used in the performance of the contemplated work.
8. Proof of verification of location of underground utility lines, cable lines, water lines or any other underground installation, without limitation.
9. Installation of a fence constructed to Board dictated minimum specifications to shield the construction site from view and provide security for the site.
10. Adequate evidence of arrangements for debris removal and staging areas.
11. Proof of insurances benefitting and/or protecting the Master Association.

The Master Association may, within the sole discretion of the Board of Directors, revoke any approval granted pursuant to this Article in the event the Owner, Member Village Association, or Member fails to comply with any conditions imposed by the Master Association. Contractors' and vendors' access to Boca West may be suspended during any period the Owner, Member Village Association, or Member is in violation of any of the conditions imposed by Association after providing the Owner, Member Village Association, or Member with seven

17) days' written notice and a stop work order with an opportunity to cure the violation.

It is impossible to calculate the amount of damages the Master Association will suffer when an Owner, Member Village Association, or Member fails to comply with this Article or any of the conditions of approval imposed by the Board of Directors or Master Association's Architectural Control Committee. Without limiting any other right of the Master Association when an Owner, Member Village Association, or Member fails to comply with the terms of this Article or any condition of approval granted by Association, within the discretion of the Board of Directors or Master Association's Architectural Control Committee, the Master Association may demand and shall be entitled to recover liquidated damages, as its non-exclusive remedy, from the Owner, Member Village Association, or Member, as applicable. Liquidated damages shall be in the amount of \$500.00 (or such other sum as may be determined by the Board of Directors in its sole discretion) per day that an Owner or Member Village Association remains in non-compliance with this Article or with any conditions of approval imposed by the Board of Directors or Master Association's Architectural Control Committee. If imposed by the Board, the per diem damages shall commence on the seventh day following the Master Association's notice to Owner, Member Village Association, or Member that he, she, or it is in violation. There shall be no dollar amount limitation of the total amount of liquidated damages the Master Association may recover from Owner, Member Village Association, or Member pursuant to this Article. The total amount of liquidated damages, plus any attorneys' fees and costs incurred in any proceeding filed to seek recovery of said amounts shall be a personal obligation and shall be secured by a lien against the Owner's Lot which lien may be foreclosed in the manner as are other unpaid assessments as described herein. The liquidated damages are not fines as such are defined by this Master Declaration or Chapter 720, Fla. Stat., and are not imposed to compel Owner's, Member Village Association's, or Member's compliance, but are rather intended as a means of compensating the Master Association for the injuries it will suffer as a result of an Owner's, Member Village Association's, or Member's failure to comply with this Article and the conditions imposed by Master Association.

The installation of telecommunications devices by Member Village Associations or other individuals or entities which are primarily intended to serve individuals or areas other than only those residents of Boca West are strictly prohibited. The installation of telecommunication devices that are intended to primarily serve the Boca West community are permitted if expressly approved by the Master Association in writing. Included in this limitation are cellular phone towers, satellite dishes (other than those specifically authorized by law), generating devices, transmitters, aerials, and any other similar type device, without limitation. No license, lease, easement or other right may be conveyed to any individual or entity to authorize the installation of any such prohibited device without the express written approval of the Master Association.

It is the intent of this section to limit the number of telecommunications devices in the Boca West community to avoid their potentially unsightly nature and potential interference with existing signals and equipment. Those Members, individuals, or entities who desire to install telecommunications devices in Boca West shall submit an application to the Master Association indicating the device and where it is proposed to be installed. The applicant must also provide evidence that the proposed installation has been approved by the Member Village Association where the installation is proposed to be installed, if applicable. The applicant may

be required, at the applicant's expense, to submit an analysis by a consulting firm identifying the needs of the Boca West community to establish that the requested device is intended to fill a need and serve primarily the Boca West community. Additional professional reports may be required to demonstrate that the device for which an application is submitted will not interfere with existing signals or equipment. Such reports shall also be prepared for the Master Association at the applicant's expense.

**Article VIII, Section 7 of the Master Declaration titled "Membership in the Country Club" is unchanged. The remainder of Article VIII of the Master Declaration is hereby amended as follows:**

## ARTICLE VIII

### GENERAL PROVISIONS

Section 1. DURATION. The covenants and restrictions of this Master Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Master Association, or the Owner of any Lot, their respective legal representatives, heirs, successors, and assigns; provided, however, the same may be changed by the Master Association in accordance with procedures authorized by the Planned Unit Development Ordinance of Palm Beach County, Florida, as the same exists from time to time.

Section 2. NOTICES. Any notices required to be sent to any Owner under the provisions of this Master Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Master Association at the time of such mailing. Each Owner shall be presumed to receive mail at his or her Lot address within Boca West unless he or she provides the Master Association with written notice of a separate mailing address. Owners who provide their email addresses to the Master Association shall be deemed to consent to receiving electronic notifications via email unless they specifically notify the Master Association otherwise in writing. Electronic notifications sent via email (as well as any documents attached) shall be deemed provided when the email is sent, and the Master Association is not responsible for receipt and/or for the recipient's ability to open any attachment. However, if an Owner reports to the Master Association that he or she cannot open any attachment, he or she shall be mailed a paper copy of the attachment.

Section 3. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Master Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 5. SUBDIVISION USE RESTRICTIONS. Subdivision use restrictions may be filed

In connection with any plat of all or any part of Boca West provided same do not conflict with the provisions hereof.

Section 6. EFFECTIVE DATE. This Master Declaration and any and all amendments hereto shall become effective upon recordation in the Public Records of Palm Beach County, Florida.

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Section 8. Notwithstanding any other language contained in the Governing Documents, the Master Association shall not be considered in any manner whatsoever as an insurer or guarantor of safety or security within Boca West. The guest screening services provided by the Master Association are intended to limit access to Boca West only to residents and authorized visitors; however, the Master Association cannot assure Lot Owners that unauthorized individuals will not enter Boca West despite the Master Association's best efforts to prevent such occurrences. The Master Association's gatehouse and other security related services are intended to provide for the general security of the property and residents as a whole. Under no circumstances should such services be construed as being intended to provide for the individual security needs or protection of any particular resident or guest. No obligation of the Master Association to provide for "safety" or "security" in the governing documents shall be construed as a contract or covenant to provide personal protection services to any lot owner, guest, resident or invitee. The Master Association shall not be responsible for any loss or damage to any person or their property by reason of a failure to provide security services or because of a failure of the effectiveness of security measures undertaken by the Master Association. Neither the Master Association, its Board of Directors nor any committee established by the Master Association makes any representations or warranties, whether express or implied regarding the effectiveness of any security measures undertaken on behalf of the residents.

#### Section 9: LEASING RESTRICTIONS

(a) Following the adoption of this Amendment to the Declaration of Maintenance Covenants for Boca West Master Association, Inc., on June 3<sup>rd</sup>, 2020, no Lot Owner other than the Master Association, a Member Village Association, the Country Club, or the owner of the Commercial Parcel may lease his or her Lot or any portion of his, her, or its Lot within the first twelve (12) months of ownership. As its non-exclusive remedy, the Master Association shall have standing to pursue the eviction, ejection, and/or removal of any tenant, lessee, or occupant who violates the Master Association's leasing restrictions. The costs of pursuing any such action shall be borne by the Lot's Owner and shall automatically become an assessment against his or her Lot collectible in the same manner as periodic or special assessments.

(b) No Lot Owner may lease his, her, or its Lot or any portion of his, her, or its Lot for a term of less than four (4) months. No Lot Owner or approved occupant may lease or license occupancy of any Lot or portion of any Lot to a transient tenant(s) or advertise Lots or portions of Lots as available for lease for rental periods less than four (4) consecutive months in duration.

(c) Any person residing in any portion of any Lot as a guest or invitee of the Lot's Owner or of any other approved occupant and who resides for longer than thirty (30) days in a calendar

year while the Owner or approved occupant is not in residence, whether or not consideration is being exchanged for the person's residency, shall be deemed to be a tenant, shall be subject to this Article VIII, Section 9 and to any tenant screening covenants of the applicable Member Village Association, and shall not be permitted to remain beyond the thirty (30) days without the Master Association's Board of Directors' approval. This paragraph shall not apply to the spouses, children, grandchildren, parents, grandparents, sisters, or brothers, and the spouses of any of the foregoing, of the Lot's Owner or of any approved occupant.

(d) Every Member Village Association that, pursuant to its governing documents, has the authority to approve leases within the Village shall conduct a background check of every prospective lessee or tenant who is eighteen (18) years-old or older prior to granting the Member Village Association's approval. The Member Village Association shall conduct its background check using a background check provider (a vendor that provides background check services) as approved by the Master Association. Every background check shall include a search of the criminal records of every state, the District of Columbia, and Canada.

(i) As the Member Village Association will be conducting a background check on behalf of the Master Association, as well as itself, a copy of the results of the completed background check for each lessee or tenant, and a copy of the Member Village Association's written approval or denial of the lease or tenancy, shall be provided to the Master Association to be kept as part of the Master Association's records. The application for background check which is filled out by the prospective lessee(s) or tenant(s) shall expressly provide that a copy of the background check will be provided to the Master Association.

(ii) No lessee or tenant who is a felon for having been convicted of a crime involving violence, theft, fraud, controlled substances, moral turpitude, or a victim who is a minor, is permitted to live in any Lot within Boca West, and no Member Village Association shall approve the lease or tenancy of any such felon. For purposes of this paragraph, a felon is to be defined as any person convicted of a felony involving violence, theft, fraud, controlled substances, moral turpitude, or a victim who is a minor in the state of Florida or in a United States District or Territorial Court, or who has been convicted of any substantially similar offense in another jurisdiction which would be considered a felony if committed in the state of Florida, and whose civil rights have not been restored for at least five (5) years as of the date such person applies for tenancy or occupancy of a Lot within Boca West.

(iii) Any decision by a Member Village Association to approve a prospective tenancy shall be promptly communicated to the Master Association and, along with the leasing application and results of the background checks performed on the prospective tenants, be submitted for the Master Association's review. The Master Association shall have ten (10) days from its receipt of the leasing application and results of the background checks to exercise a right to intervene and disapprove the tenancy. Any Master Association disapproval decision shall be based upon this Master Declaration or upon criteria promulgated by the Master Association's Board of Directors, and the Master Association's criteria may be different and more restrictive than criteria used by any Member Village Association in evaluating prospective tenancies. Any tenancy disapproved by the Master Association shall not be commenced.

(e) No Member Village Association that takes title to a Lot by foreclosure, deed in lieu of

foreclosure, tax deed sale, voluntary conveyance, or any other means, where such Lot is not encumbered by a superior lien or other property interest at the time of acquisition of title, may lease such Lot for more than twenty-four (24) months from the date of acquisition of title. At the expiration of twenty-four (24) months after the date of acquisition of title, any lease entered into regarding the Lot shall be null and void, and the Master Association shall have the right to pursue eviction proceedings against any lessee or other tenant, as if the Master Association were the landlord. Any Lot that is, at the time of acquisition of title, encumbered by a superior lien or property interest may be leased until such lien or property interest is satisfied, and, thereafter for twenty-four (24) months from the date such lien or property interest is satisfied. No lien or property interest that is recorded or becomes effective after the date of the Member Village Association's acquisition of title by foreclosure or deed in lieu of foreclosure shall be considered an encumbering lien or property interest for purposes of this paragraph. A Member Village Association that has joined the Country Club as a member pursuant to its ownership of the Lot or Unit in question is not subject to the restrictions of this paragraph.

**Section 10: GATE ACCESS DEVICES.** Every permanent resident within Boca West will be required to purchase a separate gate access device (whether a transponder, bar code sticker, or any other access device as chosen by the Master Association) for each vehicle permanently stored within the community. For purposes of this Section, "permanent resident" means any occupant of a Lot who will reside at the Lot for more than four (4) weeks per calendar year. For purposes of this Section, "permanent storage" of a vehicle will be defined as any vehicle which will be kept by its owner within the community for longer than four (4) weeks per calendar year. In addition, every property manager or agent with primary responsibility for the operation of one or more Member Village Association will be required to purchase one gate access device to be used on their primary vehicle.

(a) Each Member Village Association approval form, welcome package, orientation package or similar written material provided by a Member Village Association to new residents (whether those residents are owners, lessees or tenants) shall notify the resident(s) of the requirements of this Section.

(b) Every Member Village Association that requires lessees to execute a standard form of lease or lease addendum shall ensure that such standard form of lease or lease addendum includes language substantially similar to the following: "Tenant acknowledges that every permanent resident within the Boca West community is required to purchase a separate gate access device for each vehicle permanently stored within the community, pursuant to Article VIII, Section 10 of the Declaration of Maintenance Covenants for Boca West Master Association, Inc. Such gate access devices can be purchased from the Boca West security office."

**Section 11. FINES AND SUSPENSIONS.**

(a) The Master Association shall have the authority to impose fines and suspensions in accordance with the procedures set forth in Fla. Stat. §720.305, as amended from time to time. However, in the discretion of the Board of Directors, fines for a single, non-continuing violation may exceed \$100.00, and, in the discretion of the Board of Directors, fines for a continuing violation may exceed \$1,000.00 in the aggregate. Any fines exceeding \$1,000.00 in aggregate, when levied against a Lot Owner, shall automatically become a lien against the

Owner's Lot whether or not a claim of lien is recorded in the Palm Beach County, Florida Public Records. In any action brought by the Master Association to collect a fine or to foreclose a lien arising from a fine, the prevailing party shall be entitled to an award of attorneys' fees and costs.

(b) The Board of Directors, in its discretion, may approve guidelines and/or a schedule containing commonly recurring violations and those fines and suspensions that it deems appropriate to address such violations, and, unless prohibited by Chapter 720, Fla Stat., the Board of Directors may delegate levying fines and suspensions for those commonly recurring violations to any committee, subcommittee, or Master Association personnel. However, no such delegation may be made to the Grievance Committee.

(c) In addition to any suspension rights set forth in Fla Stat §720.305, as amended from time to time, the Master Association may also suspend any Lot Owner's use of the automatic vehicle access lane at Boca West's entrances as well as the use of this lane by such Lot Owner's family members, tenants, guests, and invitees in the event that the Lot Owner is more than ninety (90) days delinquent in the payment of any assessment, fee, fine, or other monetary obligation due to the Country Club or to such Lot Owner's Member Village Association. The Country Club and Member Village Associations are privileged to communicate delinquency and/or payment information to the Master Association for purposes of requesting that a suspension be imposed and/or lifted pursuant to this paragraph.

Section 12: CONFLICTS. In the event of the conflict between or amongst any provisions of the Governing Documents, the Master Declaration shall control, followed respectively by the Articles of Incorporation, By-Laws, and rules and regulations.

Section 13: RESIDENTIAL USE. Lots shall only be used for residential purposes. However, use of a Lot for incidental business activities that do not change the primarily residential character of the Lot and that are not unduly burdensome to surrounding residents, as determined in the sole discretion of the Board of Directors, may be permitted. It shall be a nuisance and a violation of this Master Declaration for any Lot Owner to permit any activity on his or her Lot that does not comply with applicable zoning requirements. The Master Association may disapprove a proposed lease if the Master Association, in good faith, believes that approving the lease would result in occupancy or use that violates this paragraph.

**Article XI of the Master Declaration, which numerically should have been Article IX, titled "Central Telecommunications Receiving and Distribution System" is hereby deleted in its entirety.**

**Exhibit A to the Master Declaration containing the legal description of Boca West is unchanged and remains that certain legal description recorded in the Public Records of Palm Beach County, Florida at Official Records Book 3624 Page 1254.**

EQ #



# BOCA WEST COUNTRY CLUB

## BOCA WEST COUNTRY CLUB MEMBERSHIP PAYMENT AGREEMENT (New Member)

The undersigned applies for a Boca West Membership in Boca West Country Club, Inc., a Florida not-for-profit corporation (the "Club"), and agrees to pay to the Club for membership (equity) the sum of \$100 in addition to a Non-refundable Capital Improvement Fund of \$89,900. Bringing the total required amount of *Ninety Thousand Dollars and 00/100 (\$90,000.00)\*\**, see detail below.

This Membership Payment Agreement is irrevocable after it has been mailed or delivered to the Club Membership Office unless the undersigned is not approved for membership. No membership shall be issued until the undersigned is approved for membership by the Board of Governors.

The undersigned hereby agrees to be bound by the provisions of the Articles of Incorporation and the By-Laws of the Club. The undersigned further agrees to comply, and to cause all family members, tenants and guests of the undersigned to comply, with all rules and regulations of the Club in effect or as they may be amended from time to time.

Please submit a check in U.S. funds payable to BOCA WEST COUNTRY CLUB, INC. for the full amount and deliver this completed and signed Membership Payment Agreement, Application for Membership and the required payment to the Club Membership Office at Boca West Country Club, 20583 Boca West Drive, Boca Raton, FL 33434.

Dated: \_\_\_\_\_

Applicant Andrew Bizaev

7835 Lakeside Blvd

Street Address Lakewood MR III # 963

Applicant \_\_\_\_\_

Village Name Boca West Country Club Unit Number \_\_\_\_\_

Seller \_\_\_\_\_

Approved and Accepted:  
Boca West Country Club, Inc.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Equity	\$100.00
Non-refundable Capital Improvement Fund	<u>89,900.00</u>
Total	\$90,000.00

\*\* All amounts are subject to change. Amounts paid to the Club will be determined by the prices in effect on the date of settlement on the Boca West Residential unit or lot.



# BOCA WEST

## COUNTRY CLUB

### ACKNOWLEDGMENT AND AGREEMENT

(75 Mile Rule)

THIS ACKNOWLEDGMENT AND AGREEMENT (this "*Acknowledgment*") is made and entered into as of the \_\_\_ day of \_\_\_\_\_ 20\_\_ by the undersigned (individually, or if more than one, collectively, the "*Candidate*") in favor of Boca West Country Club, Inc., a Florida corporation not for profit (the "*Club*").

### WITNESSETH

WHEREAS, pursuant to the Club's Rules and Regulations (as amended from time to time, the "*Rules*"), any person who owns or acquires residential property ("*Boca West Property*") on or after October 1, 2000 in the Boca West community ("*Boca West*") and then or thereafter owns another property zoned for residential use located within a 75 mile radius of Boca West, shall be considered for Club membership, or be allowed to continue as a Member of the Club, as the case may be, only upon executing an agreement prepared by the Club which may limit membership use privileges to such person ("*Agreement*"); and

WHEREAS, Candidate wishes to acknowledge Candidate's understanding of the Rules described in the foregoing recital (collectively, the "*75 Mile Rule*") and in the event Candidate is approved for membership in the Club, affirm Candidate's agreement to be bound thereby.

NOW, THEREFORE, for and in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Candidate agrees as follows:

1. Recitals: Defined Terms. The foregoing recitals are true and correct and are incorporated by this reference herein. All capitalized terms not otherwise defined herein shall have such meanings as are ascribed to them in the Rules.
2. Acknowledgment. Candidate hereby acknowledges and agrees that upon implementation of the 75 Mile Rule and complete execution of the Agreement by Candidate and Club:
  - 2.1. Candidate's use shall be limited solely to all aquatic, fitness, spa and social facilities. Candidate shall not be permitted to use of tennis or golf facilities as a Member, Guest or on any other basis.
  - 2.2. Candidate's dues obligations shall be the amount set by the Club annually for an annual family social membership, notwithstanding that the limitations on Candidate's use privileges as set forth herein.
  - 2.3. Provided the Boca West Unit is not leased, the Board of Governors ("*Board*") may, in its sole discretion, approve expanded social, golf, and/or tennis privileges, pursuant to such additional conditions as the Board may require. Such conditions shall include that the only persons allowed use of the Boca West Property are the Candidate and his/her Relatives.

2.4. Violation of any of the provisions herein will result in Candidate's permanent loss of any and all membership rights and privileges as of the date of the violation, plus the loss of any entitlement to refund of any dues or other fees paid to Club.

2.5. The undersigned acknowledges and agrees that in the event Candidate is approved for membership in the Club, Candidate shall be bound by the terms and conditions above as well as all other Governing Documents. Candidate further recognizes and unconditionally acknowledges and agrees that the Board shall have the sole and exclusive power and authority to interpret and construe the Governing Documents, including, without limitation, the 75 Mile Rule, and the Board's decision shall be final, conclusive and not subject to any appeal.

2.6. Please check one of the following:

No, I do not own and I do not intend to own another property zoned for residential use located within 75 miles of Boca West Country Club. However, I do understand and agree to comply with the 75 Mile Rule and have signed this form in acknowledgment thereof.

Yes, I do own another property zoned for residential use located within 75 miles of Boca West Country Club. (Please contact the Membership Office at (561) 488-6934 for further application information.)

Andrew Bizaev  
\_\_\_\_\_  
Candidate

X  
\_\_\_\_\_  
Signature of Candidate

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Candidate

\_\_\_\_\_  
Signature of Candidate

\_\_\_\_\_  
Dated

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# BOCA WEST

COUNTRY CLUB

## CONFIDENTIAL CANDIDATE QUESTIONNAIRE

Your responses are important. Please type or print clearly and carefully.

### I. Personal Information

Full name: \_\_\_\_\_ (the "Nominee")

Social Security No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of birth: \_\_\_\_\_

Home address: \_\_\_\_\_

How long have you lived at the above address? \_\_\_\_\_

Do you own another residence within 75 miles of Boca West?  Yes  No

Email address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Title:  Dr.  Mr.  Mrs.  Ms.  Miss

Marital status:  Single  Unmarried with permanent companion  Married

If you are legally married or reside with a permanent companion, please complete all spousal information herein. For purposes hereof, all references to the term "Spouse" include a legal spouse/permanent companion of Nominee.

Spouse's full name: \_\_\_\_\_ (the "Spouse")

Social Security No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of birth: \_\_\_\_\_

Email address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

List the names of unmarried children under 23 and unmarried full-time students between 23 and 30 years of age:

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Signature \_\_\_\_\_

**II. Membership**

Have you previously been entitled to membership privileges at the Club?  Yes  No

State reasons for wanting to join the Club: \_\_\_\_\_  
\_\_\_\_\_

What do you feel you can offer or bring to the Club, if invited to join? \_\_\_\_\_  
\_\_\_\_\_

**III. Professional (If retired, please indicate and provide previous occupational information)**

Nominee's current/most recent employer: \_\_\_\_\_

Nature of business: \_\_\_\_\_ Last position held: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Duration of Employment: \_\_\_\_\_

Nominee's prior employer: \_\_\_\_\_

Nature of business: \_\_\_\_\_ Last position held: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Duration of Employment: \_\_\_\_\_

Spouse's current/most recent employer: \_\_\_\_\_

Nature of business: \_\_\_\_\_ Last position held: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Duration of Employment: \_\_\_\_\_

Spouse's prior employer: \_\_\_\_\_

Nature of business: \_\_\_\_\_ Last position held: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Duration of Employment: \_\_\_\_\_

Have you or your Spouse ever had an application for a professional, occupations or business license or certificate that was denied, that was withdraw after questions about your character or qualifications arose, or that otherwise was unfavorably acted upon by the licensed authority?

Yes  No If "yes," as to each such application, state the nature of the application, the date it was denied, withdrawn, or otherwise unfavorably acted upon, the name and complete address of the relevant authority, and all circumstances surrounding the denial, withdrawal or unfavorable action (add additional pages if necessary to respond completely).

Date: \_\_\_\_\_ Authority: \_\_\_\_\_

Address: \_\_\_\_\_

Nature of Application: \_\_\_\_\_

Detailed Explanation: \_\_\_\_\_  
\_\_\_\_\_

Have you or your Spouse ever had a license to practice or engage in any profession, occupation or business suspended or revoked?  Yes  No If "yes," state the date, the nature of the charge, the facts, the disposition of the matter, and the name and complete mailing address of the authority in possession of the records thereof (add additional pages if necessary to respond completely).

Date: \_\_\_\_\_ Authority: \_\_\_\_\_

Address: \_\_\_\_\_

Nature of Charge: \_\_\_\_\_

Detailed Explanation: \_\_\_\_\_  
\_\_\_\_\_

#### IV. Education

Nominee:

High School: \_\_\_\_\_ Graduation date: \_\_\_\_\_

College: \_\_\_\_\_ Degree (date): \_\_\_\_\_

Post graduate: \_\_\_\_\_ Degree (date): \_\_\_\_\_

Spouse:

High School: \_\_\_\_\_ Graduation date: \_\_\_\_\_

College: \_\_\_\_\_ Degree (date): \_\_\_\_\_

Post graduate: \_\_\_\_\_ Degree (date): \_\_\_\_\_

#### V. Financial

Annual income: \_\_\_\_\_

Bank references:

1. Bank: \_\_\_\_\_

2. Bank: \_\_\_\_\_

Credit references (Visa, Mastercard, American Express):

1. Issuer: \_\_\_\_\_ Account #: \_\_\_\_\_

2. Issuer: \_\_\_\_\_ Account #: \_\_\_\_\_

#### VI. Other Club Affiliations

Please list affiliations with other private clubs of which you are now or have been a member. Indicate the club's address and period of membership in each.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Have you been proposed or do you intend to pursue membership in another private club in south Florida? If so, please identify:

Club name: \_\_\_\_\_ Proposal date: \_\_\_\_\_

If accepted for membership by our Club, will you continue to seek or retain membership in the club listed above?  Yes  No

Have you ever been refused membership, suspended, expelled, or requested to withdraw a proposal for membership in a club or other organization?  Yes  No If "yes," please explain the reason: \_\_\_\_\_

Have you ever voluntarily withdrawn from consideration for membership at any club or organization?  Yes  No If "yes," please explain the reason: \_\_\_\_\_

Have you ever been suspended from a club or had your membership therein terminated?  Yes  No If "yes," please explain the reason: \_\_\_\_\_

**VII. Social, Service, Fraternal, Religious and Professional Affiliations**

Please list and indicate address and period of membership in each organization.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**VIII. Other Activities**

Indicate Club amenities that are of interest:

- |                                 |   |                                     |   |
|---------------------------------|---|-------------------------------------|---|
| <input type="checkbox"/> Golf   | <input type="checkbox"/> Golf Leagues       | <input type="checkbox"/> Pickleball | <input type="checkbox"/> Dining & Social Events     |
| <input type="checkbox"/> Tennis | <input type="checkbox"/> Tennis Leagues     | <input type="checkbox"/> Swimming   | <input type="checkbox"/> Cultural & Sporting Events |
| <input type="checkbox"/> Spa    | <input type="checkbox"/> Bridge; Card Games | <input type="checkbox"/> Fitness    |   |

**IX. References**

List personal acquaintances who are active Members of the Club:

1. Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_

2. Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_

3. Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

List any relatives who are or have been members of the Club:

1. Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_

2. Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_

3. Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_

**X. Criminal History**

Have you or your Spouse ever been arrested for a felony, whether or not the charge was later reduced to a misdemeanor or other lesser charge?

Yes  No If "yes," provide the information requested below and include a complete explanation of the circumstances leading to the arrest and the subsequent action taken by the authorities (add additional pages if necessary to respond completely).

Date: \_\_\_\_\_ Charge: \_\_\_\_\_

Offense Location (City & State/Province): \_\_\_\_\_

Court Name: \_\_\_\_\_

Court Location (City & State/Province): \_\_\_\_\_

Disposition: \_\_\_\_\_ Detailed Explanation: \_\_\_\_\_

Other than those incidents listed above, have you or your Spouse ever been (i) convicted of a misdemeanor; or (ii) arrested for the violation of a law or ordinance involving dishonesty, fraud, deceit, misrepresentation or corruption?

Yes  No If "yes," provide the information requested below and include a complete explanation of the circumstances leading to the arrest and the subsequent action taken by the authorities (add additional pages if necessary to respond completely).

Date: \_\_\_\_\_ Charge: \_\_\_\_\_

Offense Location (City & State/Province): \_\_\_\_\_

Court Name: \_\_\_\_\_

Court Location (City & State/Province): \_\_\_\_\_

Disposition: \_\_\_\_\_ Detailed Explanation: \_\_\_\_\_

**Authorization to Disclose and Release Information**

The undersigned (individually, or if more than one, collectively, the "*Candidate*") hereby submits this Questionnaire in consideration for lessee membership privileges at Boca West Country Club (the "*Club*") and approval by the Club's Board of Governors. The Candidate hereby authorizes, upon submission of this Questionnaire and at any time hereafter, to obtain consumer credit report(s), conduct criminal conviction searches and to perform any and all personal and business background inquiries. The undersigned further authorizes the disclosure and release of information to the Club for the purpose of investigating the Candidate's character, general reputation, personal characteristics, mode of living, reputation and financial condition.

Candidate certifies and affirms that the foregoing information is true, accurate and complete. Candidate acknowledges and agrees that any misrepresentation shall be cause for denial of further consideration. Candidate further acknowledges and agrees that in the event the Club determines that this Questionnaire contains false information subsequent to the approval of the Candidate for membership privileges, the Club may suspend membership privileges and take such further and additional action against the Candidate as authorized by the Club's Bylaws and Rules and Regulations.

The undersigned expressly authorizes any person or organization to disclose and release any requested information to Boca West Country Club, its officers, directors, employees and agents regarding this Questionnaire.

Signature of Nominee: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Spouse: \_\_\_\_\_

Date: \_\_\_\_\_

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# BOCA WEST COUNTRY CLUB

## Authorization Form

Full Name \_\_\_\_\_ Social Security # \_\_\_\_\_  
 Last First Middle  
 A.K.A Name \_\_\_\_\_ Last Date Used: \_\_\_\_\_

Current Drivers License #: \_\_\_\_\_ State: \_\_\_\_\_ Birth Date \_\_\_\_\_

Spouse Name \_\_\_\_\_ Social Security # \_\_\_\_\_  
 Last First Middle  
 Maiden/A.K.A. Name \_\_\_\_\_ Last Date Used: \_\_\_\_\_

Current Drivers License #: \_\_\_\_\_ State: \_\_\_\_\_ Birth Date \_\_\_\_\_

### IMPORTANT – List Prior Addresses for the Last 7 Years

	From	To
Current Address _____ Street / P.O. Box City State Zip Code County: _____	_____	_____
Previous Address _____ Street / P.O. Box City State Zip Code County: _____	_____	_____
Previous Address _____ Street / P.O. Box City State Zip Code County: _____	_____	_____

The Applicant hereby authorizes at the time of this application and at any time hereafter, to obtain consumer credit report(s), conduct criminal conviction searches and to perform any and all personal and business background inquiries.

The Applicant hereby affirms that all of the information provided in this application is true and fully accurate.

**\*\*The applicant must unlock any Credit suppression for TransUnion before submitting for a full credit report.**

The undersigned authorizes any person or organization to disclose and release any requested information regarding this application.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Spouse Signature \_\_\_\_\_

Date \_\_\_\_\_

**\*\*IMPORTANT\*\*** Receiving approval can take up to 30 days. 60 days if foreign. Return this form as soon as possible to begin approval process.

7835 LAKESIDE BLVD

UNIT# 963

3/3/2023

BOCA RATON

FL 33434 - 6214

Application Fee	\$428.00
Equity	\$100.00
Capital Improvement	\$89,900.00
Dues Principal 18/19	\$13,348.25
Dues Principal 19/20	\$13,851.15
Dues Principal 20/21	\$14,466.40
Dues Principal 21/22	\$15,370.55
Dues Principal 22/23	\$18,040.20
Interest	\$29,769.82
<b>Total Due:</b>	<b>\$195,274.37</b>

Month	Interest	Dues	BALANCE	Principal Balance
Sep-18	\$200.22	\$13,348.25	\$13,548.47	\$13,348.25
Oct-18	\$200.22		\$13,748.69	\$13,348.25
Nov-18	\$200.22		\$13,948.91	\$13,348.25
Dec-18	\$200.22		\$14,149.13	\$13,348.25
Jan-19	\$200.22		\$14,349.35	\$13,348.25
Feb-19	\$200.22		\$14,549.57	\$13,348.25
Mar-19	\$200.22		\$14,749.79	\$13,348.25
Apr-19	\$200.22		\$14,950.01	\$13,348.25
May-19	\$200.22		\$15,150.23	\$13,348.25
Jun-19	\$200.22		\$15,350.45	\$13,348.25
Jul-19	\$200.22		\$15,550.67	\$13,348.25
Aug-19	\$200.22		\$15,750.89	\$13,348.25
Sep-19	\$200.22		\$15,951.11	\$13,348.25
Oct-19	\$407.99	\$13,851.15	\$30,210.25	\$27,199.40
Nov-19	\$407.99		\$30,618.24	\$27,199.40
Dec-19	\$407.99		\$31,026.23	\$27,199.40
Jan-20	\$407.99		\$31,434.22	\$27,199.40
Feb-20	\$407.99		\$31,842.21	\$27,199.40
Mar-20	\$407.99		\$32,250.20	\$27,199.40
Apr-20	\$407.99		\$32,658.19	\$27,199.40
May-20	\$407.99		\$33,066.18	\$27,199.40
Jun-20	\$407.99		\$33,474.17	\$27,199.40
Jul-20	\$407.99		\$33,882.16	\$27,199.40
Aug-20	\$407.99		\$34,290.15	\$27,199.40
Sep-20	\$407.99		\$34,698.14	\$27,199.40
Oct-20	\$624.99	\$14,466.40	\$49,789.53	\$41,665.80
Nov-20	\$624.99		\$50,414.52	\$41,665.80
Dec-20	\$624.99		\$51,039.51	\$41,665.80
Jan-21	\$624.99		\$51,664.50	\$41,665.80
Feb-21	\$624.99		\$52,289.49	\$41,665.80
Mar-21	\$624.99		\$52,914.48	\$41,665.80

Month	Interest	Dues	BALANCE	Principal Balance
Apr-21	\$624.99		\$53,539.47	\$41,665.80
May-21	\$624.99		\$54,164.46	\$41,665.80
Jun-21	\$624.99		\$54,789.45	\$41,665.80
Jul-21	\$624.99		\$55,414.44	\$41,665.80
Aug-21	\$624.99		\$56,039.43	\$41,665.80
Sep-21	\$624.99		\$56,664.42	\$41,665.80
Oct-21	\$855.55	\$15,370.55	\$72,890.52	\$57,036.35
Nov-21	\$855.55		\$73,746.07	\$57,036.35
Dec-21	\$855.55		\$74,601.62	\$57,036.35
Jan-22	\$855.55		\$75,457.17	\$57,036.35
Feb-22	\$855.55		\$76,312.72	\$57,036.35
Mar-22	\$855.55		\$77,168.27	\$57,036.35
Apr-22	\$855.55		\$78,023.82	\$57,036.35
May-22	\$855.55		\$78,879.37	\$57,036.35
Jun-22	\$855.55		\$79,734.92	\$57,036.35
Jul-22	\$855.55		\$80,590.47	\$57,036.35
Aug-22	\$855.55		\$81,446.02	\$57,036.35
Sep-22	\$855.55		\$82,301.57	\$57,036.35
Oct-22	\$1,126.15	\$18,040.20	\$101,467.92	\$75,076.55
Nov-22	\$1,126.15		\$102,594.07	\$75,076.55
Dec-22	\$1,126.15		\$103,720.22	\$75,076.55
Jan-23	\$1,126.15		\$104,846.37	\$75,076.55
	\$29,769.82	\$75,076.55	\$104,846.37	\$75,076.55

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BOCA WEST COUNTRY CLUB, INC.

BYLAWS

ARTICLE I

NAME, PURPOSE AND SEAL

Section 1.01 Name. The name of the corporation, a Florida not for Profit Corporation shall be the "Boca West Country Club, Inc." (the "Club").

Section 1.02 Purpose. The purpose of the Club is to own, operate and maintain a private country club in the Boca West, Florida community ("Boca West") for the recreation, pleasure and benefit of its members.

Section 1.03 Seal. The Corporate Seal of the Club shall be circular in form and shall bear the words "Boca West Country Club, Inc.", and "Seal-1985-Corporate-Florida."

ARTICLE II

MEMBERSHIP

Section 2.01 Types of Membership.

A. The Club shall issue one class of voting and equity membership (referred to in these bylaws as "Membership" and "Member", as the context requires). Each equity membership is obligated to become a Social Member and pay dues annually as set by the Board of Governors for Social Members. Social Members shall have the privilege to use the Club's facilities as set forth in the Club Rules.

B. Each equity membership may acquire each year, additional annual use privileges ("use privileges") on an individual basis or family basis if applicable, as set forth in Section 2.04.

C. The Board of Governors shall have the right to establish additional use privileges categories.

Section 2.02 Limitations On Numbers of Memberships. The aggregate number of Memberships shall not exceed the total of the residential units constructed and to be constructed in Boca West. There shall be no limitations on the total number of members within any use privilege category of annual Memberships.

Section 2.03 Eligibility For Membership. Only the following shall be eligible for Membership:

A. Individual owners of residential units and lots in Boca West;

B. Persons who in the determination of the Board of governors have entered into good faith agreements to acquire newly constructed residential units in Boca West within a reasonably limited period of time. The Membership of such persons shall be subject to such terms, conditions and restrictions as the Board of Governors may determine;

C. Corporations, companies, partnerships, and other forms of multiple ownership, which own residential units/lots in Boca West. The provisions with respect to utilization of such Memberships are set out in Subsection 2.11;

D. Individuals who are the principal beneficiaries of trusts, nominee ownerships or similar arrangements which hold legal title to a residential unit/lot in Boca West. Such ownership arrangements shall be subject in each instance to prior approval by the Board of Governors as to qualification for eligibility for Membership; and

E. Persons who were not subject to the mandatory obligation to acquire a Membership as a condition of purchase of a Boca West unit, and who failed to apply for a Boca West Membership after becoming first eligible for Membership, shall nonetheless be allowed to make application to Boca West Country Club at any time eligibility requirements are met.

F. Ownership of a residential unit within "Boca West" does not convey any right to membership in the Club. The Board of Governors may, at its sole discretion, deny membership to any applicant. In the event a bona fide proposed purchase of a residential unit in Boca West who is subject to mandatory Membership in the club is denied membership, and the existing Boca West property owner or the Boca West Master Association demands that the Club purchase such unit, the Club shall then have the option of (1) purchasing the unit for the amounts stated in the bona fide proposed purchaser's contract; (2) purchasing the unit pursuant to appraisal procedures as follows:

1. Seller shall select a qualified and licensed appraiser to provide a fair market value appraisal of the Lot for Club;
2. if Club disagrees with Seller's appraiser, Club shall likewise select a qualified and licensed appraiser;
3. if Seller disagrees with Club's appraiser, the two (2) selected appraisers shall name a third qualified and licensed appraiser whose decision shall be final. Those cost of the appraisers and related expenses shall be borne equally by Seller and Club.

(3) using other reasonable methods agreed to by the parties to determine and pay the purchase price. The purchase of such unit by the Club should be deemed a capital expenditure. Failure of the Club to elect one of the foregoing options will allow the proposed purchaser to take title of the Boca West unit without Membership in the Club.

Section 2.04 Categories Of Annual Membership Use Privileges.

A. Membership Use Privilege Categories. All members, as a basic minimum, must pay for a social membership. Those who were members prior to October 1, 1995 shall be required each year to acquire membership use privileges ("use privileges"), either on an individual basis or a family basis if applicable, in any number of the following four (4) categories: 1. Annual Full Membership Privileges; 2. Annual Golf Membership Privileges; 3. Annual Tennis Membership Privileges; and 4. Annual Social Membership Privileges. Those who became members on or after October 1, 1995 must pay for Annual Social Family Membership Privileges irrespective of family status.

A description of the use privileges for the foregoing categories shall be set forth in the Club Rules. The Board of Governors shall have the right to establish additional use privileges categories. The Board of Governors shall periodically set the dues for each category of use privileges. Each year Members shall be obligated to pay for (i) Social Membership use privileges and (ii) such other categories, if any, of use privileges which the Member elects to acquire for that year.

B. Annual Family And Individual Membership Use Privileges.

1. Members and their unmarried children qualified for family membership use privileges under Club Rules are entitled to use the Club facilities to the extent provided in the annual use privilege category selected.

2. Family membership privileges entitles all permitted Members of a family to use the Club facilities to the extent provided by their respective selected annual use categories. An individual use privilege category permits only the person selecting that category to use the Club facilities permitted by that category.

Section 2.05 Application For Membership.

A. General. Memberships shall be available only to persons eligible for Membership in the Club. Eligibility for Membership is not entitlement to Membership. Boca West Country Club is a private club, and the privilege of Membership is available only to those persons who comply with the Membership application procedures and are accepted for Membership by the Board of Governors.

B. Application Process. The application process, including form of application and application procedures, shall be as set forth in the Club Rules.

C. Conditions Of Membership Benefits. Continued access to and enjoyment of Membership benefits in the Club shall be subject to continued compliance by the applicant and the applicant's family, guests, houseguests, lessees and invitees at all times with the Club's Articles of Incorporation, Bylaws and Rules as the same may be in effect from time to time.

Section 2.06 Membership Equity Purchase Price And Related Charges And Fees.

A. Equity Membership Purchase Price. The Board of Governors shall have the power to fix the Membership equity purchase price and terms of payments from time to time. The Membership equity

purchase price for an applicant shall be the price in effect on the date of approval by the Club of the Membership application.

B. Other Charges And Fees To Be Paid In Connection With Acquisition Of A Membership. In addition to payment of the Membership equity purchase price, Applicants for Membership shall pay such dues, assessments, fees, refundable deposits and other charges as may be fixed by the Board of Governors from time to time.

Section 2.07. Change Of Membership.

A. Membership Not A Property Right. Membership in the Club is not a property right, but a privilege. A Membership may not be sold, and may not be changed other than in compliance with these Bylaws and the Club Rules.

B. Change of Membership Because Of Change In Boca West Residences. A Member who acquires, contracts to acquire, or who demonstrates to the satisfaction of the Board of Governors that the Member intends to acquire within six (6) months from the date of conveyance of the Member's unit, a replacement residential unit in Boca West may continue to be a Member, subject to compliance with Club Rules.

C. Change of Membership Arising From Changes In Form Of Legal Ownership Without Change In Beneficial Ownership. A change in the form of legal ownership, without change in beneficial ownership, of the residential unit with which the Membership is associated shall not affect the Membership, provided that the Club is notified in writing of the change. Examples of such changes would be transfers to a trust for the principal benefit of the Member, conveyances with a retained lifetime interest and inter-spousal transfers. The Board of Governors shall have the sole power to determine if a change of ownership qualifies for classification in this Subsection 2.07C category, and the determination of the Board of Governors shall be final and binding.

D. Change Of Membership In The Event Of Death. Upon the death of a Member, the deceased Member's spouse shall have the right to have the decedent's Membership changed to the surviving spouse. If the deceased Member is not survived by a spouse, then the person entitled under the will, trust or other testamentary instrument of the decedent Member or under applicable intestacy laws to the residential unit/lot qualifying the decedent Member for Membership shall be eligible to acquire the Membership . If more than one person qualifies for Membership, the Club shall not issue a Membership until receipt by the Club of a written agreement of all claimants specifying the person eligible for Membership, together with such other documentation as the Club may request. In the absence of such an agreement a valid Court order, specifying the person eligible for the Membership, may be submitted. The Club shall be reimbursed for all legal expenses and fees incurred in connection with any such change of Membership.

E. Change Of Membership In The Event Of Divorce Or Legal Separation. In the event a Member is divorced or legally separated, the person awarded title to the Boca West residential unit, shall be entitled to the Membership associated with that unit upon submission to the Club of such documentation as it deems appropriate evidencing such award.

F. Cumulative Changes In Ownership. At such time as a cumulative change of beneficial

or record ownership occurs (other than described in Subsection 2.07D), the result of which is to entitle a new or an additional Designated User (as defined in Subsection 2.11A) to acquire use privileges, a change of Membership shall be deemed to have occurred, and the record and beneficial owners of the unit shall be obligated to report such change to the Club. Failure to make such report within sixty (60) days shall render the Member subject to grievance proceedings and such sanctions as may be determined by the Board of Governors. The Board of Governors shall have the sole power to determine if a change of Membership of the type described in this Subsection 2.07F has occurred, and its determination shall be final and binding.

G. Change of Membership Charges and Payment of Financial Obligations.

1. A change of Membership of the category described in Subsection 2.07F, shall be deemed the equivalent to a change of Membership of the category described in Section 2.08, and a change of Membership charge equal to twenty percent (20%) of the Membership Equity Purchase Price then in effect shall be payable, plus such other charges as may be prescribed in the Club Rules.

2. Changes of Membership of the Categories described in Subsections 2.07B through 2.07E shall not result in the twenty percent (20%) change in Membership charge, but shall be subject to such other charges as may be prescribed in the Club Rules.

3. As a condition to the grant of a change in Membership privileges, all dues, assessments, refundable deposits, fees and charges must be paid in full. The Club shall be entitled to all the remedies available pursuant to Section 9.04 if there is any failure or delay in the payment of any Indebtedness (as defined in Section 9.04) while a change in Membership is pending.

Section 2.08 Repayment of Percentage Of Membership Equity Purchase Price In The Event Of The Sale Or Other Transfer Of The Member's Boca West Residential Unit/Lot.

1. If a Member sells or otherwise transfers the residential unit/lot which qualifies the Member for Membership, unless the Member has obtained a change of Membership pursuant to Subsection 2.07B, the Member is entitled to repayment by the Club of a percentage of the Membership Equity Purchase Price, as determined in Paragraph 2, upon fulfillment of all of the following conditions:

- a. Prior to the date of closing of the sale or other transfer, the person or persons acquiring the residential unit shall apply for Membership, and if accepted as Members, shall at closing, pay to the Club the Membership equity purchase price, all requisite charges and fees, dues and refundable deposit and fees, as applicable (the Board of Governors may in its sole discretion, extend the date for payment pursuant to a payment plan or other basis).
- b. The Member has paid all dues and charges and is not indebted to the Club; and
- c. The Member submits a written resignation to the Club.

2. Upon fulfillment of the conditions set forth in Subparagraph 1, the Club shall pay to the resigning Member an amount equal to eighty percent (80%) of the Membership equity purchase price paid by the person acquiring the Boca West residential unit/lot of the resigning Member, subject to the

Club's right of offset for Indebtedness, as described in Article IX.

3. The terms of sub-paragraph 1 and 2 of this section notwithstanding, the Board of Governors may authorize repayment of the appropriate Membership Equity Purchase Price to the selling member on passing of title to a builder/renovator ("Renovator") even though payment of the equity is deferred for a time period determined by the Board. The foregoing is subject to the following conditions:

- a. The Renovator must purchase the Boca West unit for renovation and resale and must either be a state licensed contractor or employ a state licensed general contractor. The Renovator may not be a Club member, beneficial user or qualify to become a Club member, concerning the unit being renovated. The foregoing does not preclude a Club member from being a Renovator under these provisions.
- b. The Club, in its sole discretion, must approve the initial transaction with the Renovator and the ultimate sale to a third party.
- c. The Renovator shall provide bonding by an insurance company acceptable to the Club, that guarantees the payment of equity and initiation fees and any other standard charges desired to be included by the Club, and one year's social dues, (estimated) on the first anniversary, or such other date as determined by the Board, of the purchase of the unit by the Renovator, if unsold. The Renovator may, as an alternative to bonding, deposit funds in an escrow account controlled by the Club to accomplish the purpose of this paragraph. Interest on the escrow account is payable to the Renovator subject to offset for any sums due the Club.
- d. The payment of equity and/or social dues notwithstanding, Renovator is not permitted use of the Club or other membership privileges.
- e. The Renovator agrees to any other term or condition required by Club, including that units purchased by it will be sold to a third party only with purchase of a Club equity and payment of initiation fees and any other standard membership charges that are in effect at the time of such sale of the unit.

Section 2.09 Loss Of Membership Because Of Valid Transfer Of Property Without Membership. Except for transfers described in Sections 2.07 and 2.08, if a Member's unit is validly transferred pursuant to an exception of the requirement for mandatory membership (i.e. mortgagee taking title pursuant to foreclosure of a mortgage or the Master Association taking title pursuant to a lien foreclosure but excluding situations where Club declines a bona fide purchaser for membership who thereafter purchases the unit) the persons membership shall be automatically terminated without the right to repayment of any part of the Membership equity purchase price, assessments, refundable deposit, dues, fees and other charges. Until a transferee is approved for Membership, the terminated Member will remain responsible for all financial obligations of a Member although precluded from use of Club facilities.

**Section 2.10 Guest Privileges.** Guests and houseguests of Members may be extended guest privileges subject to applicable guest fees, charges and Club Rules. Members are responsible to the Club for all Club charges, fees and other indebtedness incurred by their guests and houseguests, as well as infractions of Club Rules.

**Section 2.11 Miscellaneous.**

A. **Multiple Ownership.** If a Membership is owned by a corporation, company or partnership or other form of multiple ownership, (hereinafter referred to as "Multiple Ownership Entity") the Membership shall be issued in the name of the Multiple Ownership Entity. Except as to Memberships owned by a Multiple Ownership Entity on February 28, 1991 and continuously thereafter, the Multiple Ownership Entity shall for each fiscal year of the Club designate for that fiscal year the individual (and family) entitled to Membership use privileges. Such designated individual must be a bona fide owner of the Multiple Ownership Entity who has acquired a twenty-five percent (25%) or more interest for the purpose of beneficial ownership for three (3) years or more (or be a principal trust beneficiary if such owner is a trust or similar entity). All other owners of the Multiple Ownership Entity shall be classified as guests and shall be subject to guest fees and rules. With respect to Multiple Ownership Entities which owned a Membership on February 28, 1991 and have owned the Membership continuously thereafter, the following rules shall apply:

(1) Only one "Designated User" (and family), as hereinafter defined, shall be entitled to Membership use privileges at any one time. All other persons, irrespective of whether they own an interest in the Multiple Ownership Entity, simultaneously using the Club facilities, shall be classified as guests and shall be subject to guests rules and fees;

(2) "Designated Users" shall consist solely of those persons who (i) were shareholders, partners, or equity owners, as the case may be, of the Multiple Ownership Entity on February 28, 1991, or (ii) acquired after February 28, 1991 a beneficial equity ownership of twenty-five percent (25%) or more in the Multiple Ownership Entity, and all the other owners of the Multiple Ownership Entity have waived for the fiscal year in question their rights to be Designated Users.

The Board of Governors shall have the power to interpret and apply this Bylaw to prevent the use of Multiple Ownership Entities as a means to circumvent Bylaw provisions and Club Rules with respect to usage by lessees and guests of Members.

B. **Lessees.** Subject to Club Rules, Members shall have the right to authorize the lessee of their residential unit in Boca West to apply for Club use privileges upon payment of applicable fees and charges. Club use privileges are subject at all times to compliance with the lessee privilege program and the Club Rules. A Membership must be in continuous good standing for each residential unit in Boca West which is leased in order for the lessee of such residential unit to be entitled to use the Club facilities. During the period when a lessee use privilege is in effect, the lessor Member shall not continue to have the right to use the Club facilities. Members are responsible to the Club for all Club charges, fees and other indebtedness incurred by their lessees, as well as lessee infractions of Club Rules.

C. Any applicant for Club membership who resides within a 75 mile radius of "Boca West" will be considered for membership only upon executing an agreement to limit membership use privileges to that of a Social Membership. If the applicant for membership is owned other than by an

individual (e.g. a corporation, partnership or trust), the ownership entity will be deemed to be subject to this Rule if more than 25% in the aggregate of the beneficial or record ownership, direct or indirect, is attributable to a person or persons who resides within a 75 mile radius of "Boca West". Under the provisions of such an agreement, no other membership use privileges, including those described in Section 2.04 of the bylaws, will be available with respect to that membership. However, the Board of Governors may, in its sole discretion, permit additional use privileges upon such conditions as it may require, provided the member's "Boca West" unit is not leased. If such additional privileges are granted and the unit is subsequently leased or the agreement is otherwise breached, those additional use privileges shall thereupon, as of that date, be automatically revoked without entitlement to refund of any dues or other fees for such privileges. The form of agreement shall contain such terms and conditions as the Board of Governors, in its discretion, may deem appropriate, including without limitation, a waiver by the applicant of entitlement to the golf and tennis use privileges described in Sections 2.01B, 2.04A and 2.04B.

### ARTICLE III

#### MEMBERS MEETINGS

##### Section 3.01 Annual Meeting.

A. Date and Place of Annual Meeting. The Annual Meeting of Members ("Annual Meeting") shall be held during the month of February, at a place, on a date and at a time selected by the Board of Governors. The Annual Meeting shall be held at the Club or at or near Boca Raton, Florida.

B. Business To Be Conducted At The Annual Meeting. At the Annual Meeting reports with respect to the operations of the Club shall be presented and the results of the election of Governors shall be announced. In addition, the Members shall consider and take action upon such items of business as are included in the notice of meeting. The agenda and matters to be considered and acted upon shall be determined by the Board of Governors, subject to the provisions of the following sentence. There shall also be included in the notice of meeting as items of business and action those items which meet all of the following criteria: 1) the items must have been requested for inclusion on the agenda upon the written request of five percent (5%) or more of the Members then entitled to vote, 2) the written request must have been evidenced by signatures on an official dated request form supplied by the Club's Administrative Office (or a facsimile thereof); and 3) the written request must have been received by the Club's Administrative Office not more than sixty (60) days following the date placed on the form by the Club's Administrative Office and not less than seventy-five (75) days preceding the Annual Meeting.

Section 3.02 Special Meetings. Special Meetings of the Members may be called by the Chairman of the Board, a non-employee President or a majority of the then acting members of the Board of Governors. Special Meetings of the Members shall be called by written request of (1) Ten percent (10%) or more of the Members then entitled to vote if the Special Meeting is to take place between March 1 and September 30 or (2) Twenty percent (20%) or more of the Members then entitled to vote if the Special Meeting is to take place between October 1 and the last day of February of the following year. The request must be only on an official dated request form supplied by the Club's Administrative Office (or facsimile thereof), must specify the purpose of the Special Meeting, must be evidenced by the signatures of those Members requesting the Special Meeting and must be received by the Club's Administrative Office not more than sixty (60) days following the date placed on the form by the Club's Administrative Office. The Chairman of the Board or the President

shall call a Special Meeting of the Members within sixty (60) days following receipt by the Club's Administrative Office of a request which meets all of the foregoing criteria.

Section 3.03 Notice Of Annual And Special Meeting. Subject to the provisions of Article XI, Section 11.01, the Chairman or Secretary shall give not less than fifteen (15) days nor more than sixty (60) days prior written notice, by mail, postage prepaid, to all Members then entitled to vote, stating the time and place of the annual and any special meeting. Notice of any such meeting shall be posted on the official bulletin board at the Clubhouse on the date of its mailing to the Members. Notices of any special meeting must contain a statement of the purpose for which such special meeting is called, and no other business may be transacted at that meeting.

Section 3.04 Quorum.

The quorum requirements for action at meetings of the Members is as follows:

- A. Annual Meetings: The presence, either in person or by proxy, of ten percent (10%) of Members then entitled to vote shall constitute a quorum for the Annual Meeting of Members.
- B. Items Other Than Bylaw Amendments: The presence, either in person or by proxy, of twenty percent (20%) of Members then entitled to vote shall constitute a quorum for action on items other than bylaw amendments.
- C. Bylaw Amendments: The presence, either in person or by proxy, of thirty three and one third percent (33 1/3%) of Members then entitled to vote shall constitute a quorum for action on bylaw amendments.

If a quorum is not in attendance at a meeting, the Members entitled to vote thereat who are present may adjourn the meeting from time to time until a quorum is present with no further notice of such adjourned meeting being required unless otherwise determined by the Board of Governors.

Section 3.05 Action Without A Meeting. Any action required or permitted to be taken at a meeting of the Members may, to the extent and in the manner allowed by law, be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted.

Section 3.06 Voting.

A. Designation Of Person Entitled To Vote. Only one Membership will be issued with respect to each residential unit/lot, although as to each Membership more than one person may exercise Membership use privileges (e.g. family Membership use privileges). As to each Membership only one vote may be exercised, although all persons entitled to enjoy Membership use privileges are entitled to attend meetings of the Members. The vote or petition signature of a Membership may be exercised by the individual then identified in the Club records as the "Designated User" of the residential unit associated with the Membership. Such person shall be the only person then entitled to cast or exercise, in person or by proxy,

the vote of the owner(s) of the Membership at any meeting of Members or in connection with any action concerning which Members shall be required or allowed to vote or otherwise act. Any husband and wife who own a Membership jointly shall both be deemed Designated Users and either (but not both) of them may sign petitions and vote their Membership at all meetings at which Members are entitled to vote or otherwise act.

B. Form of Proxy. All votes and other actions by proxy must be on an official proxy from either mailed by the Club with the notice of meeting or other proposed action, or obtained from the Club's Administrative Office at the written request of the Member. Proxy forms will not be distributed to persons other than the Members entitled to receive them. No facsimile or other reproduction of official proxy forms will be accepted.

### Section 3.07 Procedures At Meetings.

A. Rules of Procedure. At each meeting of Members, the order of business and all other matters of procedure shall be governed by the then latest edition of the "Roberts Rules of Order" to the extent the same are not in conflict with the Articles of Incorporation or By-Laws of the Club, and subject also to the following exceptions:

1. The person presiding at the meeting may refuse to recognize, or may elect to defer, a motion to table, or other procedural or dilatory motions when, in the judgment of that person, such refusal to recognize or decision to defer will (i) make possible further useful debate, (ii) contribute toward agreement or consensus, or (iii) enable the Members to vote upon an agenda action item set forth in the notice of meeting;

2. The person presiding at the meeting may refuse to recognize a motion to amend a proposition that has been included in the notice of meeting as a specific agenda item for action; and

3. The person presiding at the meeting may refuse to recognize a motion which in the opinion of the Legal Committee Chairperson or Vice-Chairperson, (or, in the absence of both of those individuals, the legal counsel for the Club) is not in accordance with the Articles of Incorporation or the Bylaws of the Club, or is not germane to the meeting.

B. Form of Ballot. All votes for all matters requiring the use of ballots shall be cast only on official written ballots. No facsimiles or other reproduction of official ballots will be accepted. Ballots which have been lost or destroyed will be replaced by the Club upon written request of the Member.

C. Ballots and Tabulation of Votes. One or more members of the certified public accounting firm regularly used by the Club (the "Accountants") shall serve as the Inspectors of Votes at meetings of the Members. The Inspectors of Votes shall determine the number of Members entitled to vote, the number of Members present at the meeting, in person or by proxy, the existence of a quorum, and the validity and effect of proxies. The Inspectors of Votes shall receive votes, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, determine the results, announce the results of vote and do such acts as are proper to conduct the vote with fairness to all Members. In discharge of their duties, the Inspectors of Votes may utilize the services of employees of the Club, and legal counsel to the Club. All votes for all matters before Members shall be cast on official written ballots. No facsimiles of ballots will be accepted.

## ARTICLE IV

### BOARD OF GOVERNORS

#### Section 4.01 General.

A. Number of Governors. The Board of Governors shall consist of fifteen (15) members. In addition, the immediate past Chairman of the Board, if no longer a member of the Board of Governors, shall serve as a non-voting, ex-officio member of the Board of Governors for one (1) year immediately following expiration of that person's term as Chairman.

B. Vacancies. Subject to the provisions of Subsection 4.01D, each Governor shall serve for a term of three (3) years, and five (5) Governors shall be elected at each Annual Meeting to serve a three (3) year term. In the event a vacancy occurs on the Board of Governors prior to the expiration of a term, the position may be filled by the Board of Governors for service until the next Annual Meeting. The proposed appointee for the vacant position must submit to the same background check conducted on candidates for election to the Board of Governors. The background check information must be considered by the Board of Governors in taking action to fill the vacancy. At the next Annual Meeting all unexpired vacancies shall be filled by the Members in accordance with Sections 4.02 and 4.03.

C. Eligibility Qualifications. No individual shall be eligible for election as Governor unless that individual, as of the date of the election, has been either (i) a Member for at least three (3) consecutive full fiscal years immediately prior to the date of the election, (ii) the spouse for at least three (3) consecutive full fiscal years immediately prior to the date of the election of an individual who has been a Member for at least three (3) consecutive full fiscal years immediately prior to the date of the election, and (iii) have no other residence within 75 miles of Boca West, except that any member who became a member prior to February 21, 1991 as a result of having a residence in an Arvida community entitling that member to such membership in the Club, shall be exempt from provision (iii). (iv) No individual who is an officer or director of Boca West Master Association, Inc. or Boca West Homeowners Association, Inc. may serve as a Governor of the Club at the same time. Any Governor who at any time during the term of office ceases to meet the foregoing eligibility qualification requirements shall be deemed to have resigned automatically. No individual shall be eligible for nomination or election as Governor unless at the time of both nomination and election the individual's membership is in good standing. "Good Standing" shall mean that the individual is not then (i) delinquent in the payment of indebtedness (as defined in Section 9.04 of these Bylaws) to the Club, or (ii) suspended by action of the Board of Governors from any of the privileges of the Club.

D. Limitation on Length of Service. The provisions of Section 4.01B notwithstanding, no Member shall serve more than six (6) consecutive years on the Board of Governors, not including a partial term. A Governor shall be deemed to have automatically resigned upon expiration of the maximum length of service as set forth in the preceding sentence, notwithstanding the fact that the individual was elected to a longer term of office. After a hiatus of at least two (2) years, a member may serve additional terms on the Board of Governors in accordance with the foregoing.

E. No Compensation. No governor shall receive a salary or any other compensation whatsoever, but shall be entitled to reimbursement for all expenses reasonably incurred in performing any

duties pursuant to these Bylaws except for expenses incurred for attending Board of Governors or Club Committee meetings.

Section 4.02 Nominating Procedure For Election Of Governors.

A. Appointment of Nominating Committee. The Nominating Committee shall consist of nine (9) Members. Between June 1 and August 31, the Chairman of the Board of Governors shall present to the Board of Governors, for ratification, his/her selection of three members of the Board of Governors to serve on the Nominating Committee, designating one of these members as Chairman, and one as Vice Chairman. The three members of the Nominating Committee shall select six (6) Members at large and submit their names, not later than the September meeting of the Board of Governors, for ratification.

Members of the Nominating Committee shall serve until the election results are announced at the annual meeting. A member of the Nominating Committee may not serve again on the Nominating Committee until after a hiatus of at least one year.

B. Duties of the Nominating Committee. To the extent permitted by law, the Nominating Committee shall operate independently of the Board of Governors. The proceedings and records of the Nominating Committee shall be kept confidential at all times. As part of its procedure, the Nominating Committee shall prepare a confidential questionnaire, including a statement that the potential nominee has never been convicted of a felony, to be completed and signed by each individual who requests to be interviewed by the Nominating Committee. Confidential questionnaires shall be subject to review by the Nominating Committee, and shall remain on file for a period of six (6) years. The contents of a confidential questionnaire shall not be disclosed except as authorized by a vote by a majority of the entire Board of Governors that such disclosure is in the best interests of the Club, or as otherwise required by law. The contents of a confidential questionnaire shall remain on file for six (6) years, after which period the questionnaire is to be destroyed. Votes of the Nominating Committee with respect to the selection of candidates for nomination for the Board of Governors shall be by secret ballot. All nominees selected by the Nominating Committee must have received at least five (5) votes from the committee members. The Nominating Committee and its individual members shall comply at all times with the Code of Ethics of that committee, as published from time to time by the Nominating Committee and approved by the Board of Governors.

C. Nomination By The Nominating Committee. At least seventy-five (75) days prior to the Annual Meeting, the Nominating Committee shall circulate among the Club Membership its report containing the names of the Members selected by majority vote of the entire committee to be submitted to the Annual Meeting for nomination for election to the Board of Governors. The Nominating Committee shall nominate candidates to serve as Governors of the Club, but in no event fewer than the number of vacancies to be filled. The Nominating Committee shall also file a copy of its report with the Board of Governors, who shall place in nomination the nominees selected by the Nominating Committee by placing their names on the election ballot.

D. Nomination By Petition. Ten percent (10%) of the total number of Members then entitled to vote who are not on the Nominating Committee or the Board of Governors may also nominate as candidates for the Board of Governors, any Members who have previously submitted their names in a timely fashion for the current upcoming election, to the Nominating Committee, as potential candidates and previously submitted confidential questionnaires described in Article IV, Subsection 4.02B to the Nominating Committee, only by an official dated petition form obtained from the Club's Administrative Office and

received by the Club's Administrative Office within thirty (30) days of the date on the petition and at least forty five (45) days prior to the Annual Meeting. The names of any such nominees, after having been certified by the Secretary or any other officer that such nominees have qualified for election and have been nominated in accordance with the provisions of these Bylaws, shall be posted on the official bulletin board of the Club and shall be included on any mailing to the Members.

E. Exclusivity of Nominating Procedures. The procedures for nomination for election to the office of Governor as set forth in this Article IV, Section 4.02 shall be the exclusive procedure for election to the office of Governor.

Section 4.03 Election Procedure.

A. General. There shall be no cumulative voting and no preemptive rights. The Governors shall be elected by a plurality of the votes cast. In the event that the election involves both full terms and unexpired terms of office, the candidates will be ranked according to the number of votes received. The highest ranked candidates will be elected to full terms, and the unexpired terms, in order of length of term, will be filled by the next highest ranking candidates in corresponding order.

B. Ballots. All votes for election to the Board of Governors shall be cast on official written ballots which shall describe the vacancies to be filled. All names shall be listed alphabetically. Petitioners will be noted by an asterisk with a footnote indicating nomination by petition. Such ballots shall be prepared and mailed to the Members not later than thirty (30) days prior to the Annual Meeting based on a list of Members prepared as of sixty (60) days prior to the Annual Meeting. Upon receipt of such ballot, each Member may vote for no more candidates than the number of vacancies to be filled. If the Member so chooses, the Member may vote for fewer candidates than the number of vacancies to be filled; provided that the Member must vote for no fewer candidates than the number of vacancies to be filled minus two. For example, if there are five vacancies, the Member must vote for no more than five candidates, and no less than three candidates. Ballots which fail to comply with the foregoing requirements shall be void. No facsimiles of ballots will be accepted. Lost and/or destroyed ballots will be replaced by the Club upon written request of the Member then entitled to vote and duly signed by such Member.

C. Additional Election Procedures. All candidates for nomination shall sign and acknowledge receipt and understanding of the rules for the election, as set forth by the Board of Governors, as a pre-condition for being considered by the Nominating Committee. If the Board of Governors by a majority of its members present at a meeting who are not running as candidates for re-election, determines that a candidate has violated the rules of the election distributed to, and acknowledged by each candidate, that candidate may be denied access to the Club's communication facilities such as, but not limited to, the Club's television channel, mailings and printings.

D. Tabulation of Ballots. The ballots shall be returned by the Members directly to the certified public accounting firm regularly used by the Club (the "Accountants"). The Accountants shall receive the ballots as inspectors of election and immediately place them in a safe or other locked place until the day set for the counting of such ballots. The Board of Governors must establish and announce a deadline date and time for the receipt of ballots. Ballots shall be kept confidential and shall not be subject to inspection by anyone other than the Accountants. At such time the Accountants shall count the ballots. The Accountants shall then adopt a procedure which shall: (i) establish the number of votes cast; (ii) establish that the person

casting the ballot is entitled to vote; (iii) count and verify the ballots; (iv) announce the results of the election of the Board at the Annual Meeting; and (v) certify the results of the election.

## ARTICLE V

### DUTIES AND POWERS OF THE BOARD OF GOVERNORS

**Section 5.01 General Statement Of Powers.** The management and administration of the affairs and property of the Club shall be vested in the Board of Governors. The corporate powers of the Club, including management and administration of its affairs and property shall be exercised by or under the direction of the Board of Governors, who shall be the statutory directors of the Club.

**Section 5.02 Specific Duties And Powers.** Without limiting the generality of Section 5.01, the Board of Governors, subject to such limitations as may be set forth in the Articles of Incorporation and the Bylaws of the Club, shall:

- A. Have the power to (a) fill vacancies on the Board of Governors and remove from office any Governor who fails to attend in person or by telecommunications equipment as provided in Section 6.06 of these Bylaws, three (3) regular meetings of the Board in any twelve (12) month period. Any vote of the Board of Governors to remove a Governor under this Section, must be by at least eight (8) affirmative votes.
- B. Elect and appoint the officers of the Club;
- C. Adopt, amend and repeal the Club Rules ("Club Rules");
- D. Have the power to approve the issuance, transfer and termination of Memberships; to establish additional Membership use privileges categories; to discipline and suspend Members pursuant to these Bylaws; and to determine the amount of the Membership equity purchase price, dues, amounts of refundable deposits, fees and other charges;
- E. Have the power to oversee the operation of the Club, including the power to appoint managers and other employees and agents, and to enter into contracts on behalf of the Club;
- F. Exercise fiscal management of the affairs of the Club; and
- G. Have the power to perform all other powers, duties and obligations granted or delegated to the Board of Governors in these Bylaws, the Articles of Incorporation of the Club or by law.

**Section 5.03 Interpretation of Bylaws.** The Board of Governors shall have the power to interpret and construe the Bylaws, and the interpretation and construction of the Bylaws by the Board of Governors shall be final and conclusive.

## ARTICLE VI

### Meetings of Board of Governors

Section 6.01 Organizational Meeting Of Board Of Governors. Each year the Board of Governors shall hold its organizational meeting immediately following the Annual Meeting to elect the Chairman of the Board and to consider and act upon any other matters as may be brought before this meeting. The Chairman of the Board shall be elected by secret ballot to serve for a term of one (1) year and until a successor is elected and qualified.

Section 6.02 Other Meetings. In the absence of extraordinary circumstances, the Board of Governors is expected to convene at least eleven times each year, at such times as the Board of Governors shall determine. Special meetings may be called by the Chairman of the Board, the President or a majority of the then acting members of the Board of Governors.

Section 6.03 Notice Of Meetings. Adoption of a resolution specifying the place, date and time of future regular meetings and subsequent distribution of a copy of such resolution to each Governor at least seven (7) days prior to the next regular meeting shall constitute notice of the regular meetings so specified in the resolution. Alternatively, notice of regular meetings shall be given to each Governor, personally or by mail, courier service, telephone or telecommunications facsimile at least seven (7) days prior to the date named for each meeting. Not less than three (3) days notice of a special meeting shall be given each Governor, personally or by mail, courier service, telephone or telecommunications facsimile, which notice shall include the purpose of the meeting.

Section 6.04 Quorum And Action. A majority of the acting members of the Board of Governors at any meeting shall constitute a quorum for the transaction of business, and, unless otherwise provided in the Bylaws, the vote of a majority of the Governors present shall decide any question that may come before the meeting.

Section 6.05 Agenda. To the extent feasible, meeting agendas shall be circulated among the Governors at least five (5) days prior to each meeting. Failure to circulate an agenda shall not invalidate a meeting as to which proper notice has been given.

Section 6.06 Participation At Meetings By Telecommunication Equipment. Members of the Board of Governors may participate in a meeting of the Board by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation in a meeting by such means shall constitute presence in person at such meeting.

Section 6.07 Action Without Meetings. Any action which may be taken by the Board of Governors, or any committee thereof, may be taken without a meeting if consent in writing setting forth the action to be taken, signed by all of the governors, or all of the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board of Governors or of the committee. Such consent shall have the effect of a unanimous vote.

## ARTICLE VII

### Officers

**Section 7.01 Election Of Officers.** The Board of Governors at the first regular meeting, not later than thirty (30) days following the Organizational Meeting, following the Annual Meeting shall elect, to serve for the term of one (1) year and until their successors shall be elected and qualified, a President, one or more Vice Presidents, a Treasurer and a Secretary. The Board of Governors shall have the power to elect and appoint such other officers from time to time as it determines appropriate.

**Section 7.02 Eligibility Qualifications.** No person who is an officer or director of Boca West Master Association, Inc. or Boca West Homeowners Association, Inc. may serve as an officer of the Club at the same time. All officers, other than employees of the Club, must be members of the Board of Governors. Any officer who ceases to meet the foregoing eligibility requirements shall be deemed to have resigned automatically.

**Section 7.03 Limitations On Terms Of Service.**

A. No Governor is eligible to serve in the same officer capacity for more than three (3) consecutive full one (1) year terms of office until after a hiatus of at least one year.

B. Any Governor who has served three (3) one (1) year terms as Chairman of the Board is not eligible to serve any additional terms as Chairman.

**Section 7.04 Duties Of Officers.** Following is a description of the duties of the officers of the Club. The Board of Governors shall have the power to give additional assignments and duties to the Club officers.

A. **Chairman of the Board.** The Chairman of the Board shall be the chief executive officer of the Club and shall preside at all meetings of the Members and the Board of Governors. The Chairman of the Board shall be an ex-officio member of all committees and is empowered to execute all papers and documents requiring execution in the name of the Club.

B. **President.** The President shall be the chief operating officer of the Club. The President shall be an ex-officio member of all committees and is empowered to execute all papers and documents requiring execution in the name of the Club. The Chairman of the Board and the President may be the same person.

C. **Vice President.** The Vice Presidents, in order of seniority determined by the Chairman, shall perform and carry out the duties and responsibilities of the Chairman of the Board and the President (if the President is not then an employee of the Club) in the absence or disability of those officers, and such other duties designated by the Chairman.

D. **Treasurer.** The Treasurer shall represent the Board of Governors in connection with the custody of Club funds and risk management of Club affairs.

E. Secretary. The Secretary shall have the responsibility that minutes of meetings of the Members, Board of Governors and Executive Committee are taken and maintained with the Club's records. The Secretary shall have the further responsibility to ensure that the minutes are available to the Members at the Club's office upon request.

Section 7.05 Removal From Office. Any officer may be removed from office, with or without cause, by a vote of not less than two-thirds (2/3) of the entire number of the members of the Board of Governors.

## ARTICLE VIII Committees

Section 8.01 Committees Of The Club. The following shall constitute the standing committees of the Club: Audit, Communications, Compensation, Executive, Finance, Fitness and Aquatics, Golf Operations, Grievance, House and Activities, Legal, Membership, Nominating, Property Management, Retail, Strategic Planning and Tennis. In addition, the Board of Governors shall have the power to establish and disband other committees and task forces from time to time as it deems appropriate. The provisions of Section 8.02 following notwithstanding, the Board of Governors, at a special or regular meeting, shall establish or disband, as the case may be, the standing committees of the Club which shall operate, and shall designate the specific powers and duties of those committees.

Section 8.02 Powers of Committees. Except as specified by the Board of Governors pursuant to Section 8.01 above, each of the several committees shall be composed of the chairperson and individual members, which persons shall have no independent authority or power.

Section 8.03 Committee Personnel. The Chairman of the Board shall have the power to designate the Chairperson of each of the Committees of the Club, who shall be designated annually. The Chairman of the Board shall also have the power to remove the Chairperson of each Committee of the Club except the Executive Committee, Grievance Committee and Nominating Committee. The Board of Governors may remove the Chairperson of the Grievance Committee or the Chairperson of the Nominating Committee for cause, by vote of a majority of all the Governors. The Chairperson of each standing committee (other than the Executive, Grievance and Nominating Committees) shall select for presentation to the Executive Committee a slate of candidates for selection as committee members. From the slates presented to it, the Executive Committee, in conjunction with the committee chairperson, shall select the membership of the various committees. The membership rosters shall be reported to the Board of Governors at its next meeting. Committee members, other than members of the Executive Committee, the Nominating Committee and the Grievance Committee, may be removed with or without cause by the Executive Committee upon recommendation of the Committee Chairperson. The provisions of the Florida Not For Profit Corporation Act which govern meeting procedures, notice and waiver of notice, and quorum and voting requirements shall not be applicable to committees of the Club.

Section 8.04 Committee Chairman Eligibility Restriction. No person who is an officer or director of Boca West Master Association, Inc. or Boca West Homeowner's Association, Inc. may serve as a committee chairman of the Club at the same time.

**Section 8.05 Duties And Responsibilities Of Standing Committees.** Following is a description of the duties of the standing committees of the Club. The Board of Governors shall have the right to assign additional responsibilities to the committees.

A. **Audit Committee.** The Audit Committee shall be comprised solely of members of the Board of Governors who are not officers of the Club. The Audit Committee shall: (i) Recommend the persons or person the Club should employ as its independent auditors; (ii) Consult with the Club's independent auditors on the plan of audit for the Club; (iii) Review with the independent auditors of the Club the results of the audit; (iv) Consult periodically with the independent auditors regarding the adequacy of internal controls; (v) Oversee the internal audit function of the Club; and (vi) Perform such other audit assignments as may from time to time be assigned to it by the Board of Governors and recommend to the Board of Governors any other audit functions the committee deems necessary.

B. **Communications.** The Communications Committee shall advise the Board of Governors on matters relating to the Club's in-house television station, monthly newsletter to Members, Internet web site, annual calendar of events and any other publications to the Membership. The Committee Members, through the Committee's Chairman, shall assist the Club's staff with editing and content of material for all Club media.

C. **Compensation Committee.** The Compensation Committee shall review and make recommendations to the Board of Governors with respect to the salary, bonus and other compensation arrangements of the President of the Club (if an employee) and/or the General Manager. The Compensation Committee shall also report to the Board of Governors the overall salary and head count of each Club department as compared to the prior year and any changed or special Bonus or benefit arrangements.

D. **Executive Committee.** The Executive Committee shall consist of the Chairman of the Board and four (4) other officers who are Club Members, appointed by the Board of Governors. The immediate past Chairman of the Board and the immediate past President (unless an employee of the Club) shall each be invited to attend the meetings of the Executive Committee, provided that they are still Members of the Club. They shall participate in an ex-officio non-voting capacity and shall not be counted for quorum purposes. A quorum shall be a majority of the members of the Committee. Subject to the restrictions set forth by statute and in this Subsection 8.05A, the Executive Committee shall have the powers of the Board of Governors during the interval between Board meetings. The Executive Committee shall not have the power to pass capital assessments, to borrow for capital purposes, nor shall it have the power to authorize capital expenditures. In the event of any question as to whether a particular transaction is for capital purposes, or operating purposes, the Executive Committee shall consult with the independent auditors for the Club, whose determination shall be final and binding. The Executive Committee shall take action only on those matters which in its judgment should not be deferred until the next meeting of the Board of Governors. All actions taken by the Executive Committee shall be reported to the Board of Governors not later than its next meeting.

E. **Finance Committee.** The Finance Committee shall have general oversight of the financial affairs of the Club and recommend to the Board of Governors the financial policies for the Club to follow. The Committee shall also perform such other related tasks as may be assigned by the Chairman or the Board of Governors.

F. Fitness/Aquatics. The Fitness/Aquatics Committee shall advise the Board of Governors on matters concerning the operation, condition of and maintenance of the fitness, aquatics and spa facilities and make recommendations concerning these facilities.

G. Golf Operations. The Golf Operations Committee shall advise the Board of Governors on all matters relating to the operation and maintenance of golf and the golf courses at Boca West Country Club.

H. Grievance Committee. The Chairperson of the Grievance Committee shall select the members of the Grievance Committee. In the selection of the Grievance Committee members, consideration shall be given to obtaining a committee composition that is reflective of all of the activities and interests of the Membership. All written complaints as to conduct shall first be referred to the Grievance Committee. The Grievance Committee shall investigate and make a recommendation with respect to the filed complaint. Prior to such recommendation, the person or persons who are the subject of the complaint shall have the right to attend a meeting of the Grievance Committee and provide such facts, documents and witnesses as are relevant and material to the subject complaint. Such person or persons shall have the right to be accompanied at such meeting by their legal counsel at their expense. The information gathering process shall be in the discretion of the Grievance Committee, however, to the extent the Committee desires to receive live testimony (oral sworn statements in person) from any witness, such testimony shall be taken in executive session of the Grievance Committee. The person or persons who are the subject of the complaint or their counsel shall have no right to attend such session or to question the witness.

All witnesses' testimony shall be transcribed and the Grievance Committee shall supply a copy of it to the persons who are subject of the grievance complaint on request of such persons. As appropriate, the Chairperson of the Grievance Committee may request that a member of the Legal Committee be assigned to the Grievance Committee for the investigation of a particular grievance. Furthermore, in its deliberations, the Grievance Committee may consult with the Chairperson (or the Vice-Chairperson, in the absence of the Chairperson) of the Legal Committee. The Grievance Committee shall make such investigation as it deems necessary and shall submit its report and recommendation via the Chairperson of the Grievance Committee (or the Vice-Chairperson, in the absence of the Chairperson) to the Board of Governors. Upon receipt of the report, the Board of Governors shall review and accept, reject or modify the report and recommendation of the Grievance Committee. The Board of Governors shall have the sole power to suspend, fine and otherwise discipline Members and their family and to take such action as it deems appropriate with respect to lessees, guests, houseguests and invitees of Members.

I. House and Activities. The House and Activities Committee shall act as a consultant and advisor to the Board of Governors and the professional staff on planning for cultural and social activities for the membership. The Committee shall consult with and advise the Board of Governors on matters concerning the food and beverage operations of the Club.

J. Legal Committee. The Legal Committee shall be responsible for the publication and interpretation of the Bylaws and Club Rules, and generally for all matters of a legal nature pertaining to the Club, subject to the opinion of outside counsel and the Board of Governors.

K. Membership Committee. The Membership Committee shall investigate the desirability

of every applicant for membership and report its findings and recommendations to the Board of Governors. The committee shall also perform such other membership related tasks as may be assigned by the Chairman or the Board of Governors.

L. Nominating Committee. The duties of the Nominating Committee are described in Article IV, Section 4.02.

M. Property Management. The Property Management Committee shall advise the Board of Governors on matters concerning the maintenance and repair of all buildings, facilities and new construction.

N. Retail. The Retail Committee shall act as a consultant and advisor to the Board of Governors and the professional staff on all operations of the Club's retail shops.

O. Strategic Planning. The Strategic Planning Committee shall identify issues that may present long term problems and/or opportunities for the Club and the membership and recommend or suggest solutions or actions to the Board of Governors.

P. Tennis. The Tennis Committee shall advise the Board of Governors on matters concerning the promulgation of playing rules for members and their guests, and the programming of tennis events for members and their guests. The Committee shall advise the Board of Governors on the condition of, and make recommendations concerning, tennis courts, equipment and other related facilities.

## ARTICLE IX

### FISCAL MATTERS

Section 9.01 Fiscal Year. The fiscal year of the Club shall commence on the first (1st) day of October and conclude on the thirtieth (30th) day of September.

Section 9.02 Dues. The Board shall set the dues and fees to be charged to Members and guests for each fiscal year. Dues, and annual plus any applicable taxes, shall be due and payable annually, in advance, at the beginning of each fiscal year. Subject to Club Rules, Memberships which terminate during the fiscal year are not entitled to a refund of any dues.

Section 9.03 Assessments And Capital Budget Restrictions.

A. Operating Assessments. An annual assessment for operating purposes may be levied by the Board of Governors against each category of annual Membership use privileges. All assessments for operating deficits shall be prorated among the Members based on the amount of annual dues paid by a Member of each of the categories of annual use privileges during the year in which the deficit occurs.

B. Capital Assessments. An assessment for capital purposes may be proposed by the Board of Governors for consideration and action by the Members. Assessments for capital purposes may be made only after being voted by the Members then entitled to vote. All assessments for capital improvements shall be paid equally by all the Members of the Club.

C. Capital Budget Restrictions.

- following actions:
1. In the event that the Board of Governors proposes to take one or more of the following actions:
    - a. Adoption of a capital budget for any fiscal year in excess of \$2,000,000;
    - b. Authorization of a capital expenditure in excess of \$500,000 for a single item or group of related items; or
    - c. Borrowing of funds for capital expenditure purposes in 1a., or 1b., except that borrowing up to the approved amount but not to exceed \$8,000,000 in the aggregate is authorized for any capital projects previously approved by vote of the membership at a regular or special meeting of the members.

Except for the borrowing authorization in 1c. above, such action or actions shall require the affirmative vote of not less than two-thirds (2/3) of the entire Board. If the proposed action or actions receive such affirmative vote, the proposed action or actions shall next be submitted by the Board of Governors at the next scheduled meeting of the Members for consideration and vote, or by written consent in lieu of a meeting, as determined by the Board of Governors.

2. If the proposed action or actions are to be considered at a meeting of Members, the Notice of Meeting shall include a description of the proposed action or actions. The presence at the meeting, either in person or by proxy, of Members having thirty-three and one-third (33 1/3) of the votes then entitled to be voted shall constitute a quorum for the purpose of considering and voting upon the proposed action or actions. In order for a proposed action to be authorized, it must receive the affirmative vote of a majority of the Members then entitled to vote present at the meeting, either in person or by proxy.

3. If the proposed action or actions are to be acted upon by written consent, the form of written consent must set forth the proposed action or actions. The written consent may be signed by Members in counterparts. The proposed action or actions shall be approved if a majority of the Membership then entitled to vote signs and returns the written consents within sixty (60) days following the date of the earliest dated consent. The written consents will be returned to and tabulated by the Club's then acting certified public accountants.

4. If the proposed action or actions do not receive the requisite Membership approval, they may be resubmitted to the Membership for consideration and vote, following the procedures described above, upon the affirmative vote of at least two-thirds (2/3) of the entire Board of Governors.

5. The dollar limitation amounts of the proposed capital fiscal actions described in 1a., 1b., and 1c. above shall be subject to an annual cost-of-living adjustment. The adjustment shall be computed by the independent certified accountants for the Club as of the beginning of each fiscal year of the Club. In the event of any questions as to whether a particular transaction is for capital or operating expenses, the Board of Governors shall consult with the Accountants, whose determinations shall be final and binding.

Section 9.04 Rights Of The Club To Enforce Payment of Member Indebtedness. Each Member is responsible for timely payment of all his/her financial obligations to the Club, including without limitation, dues, assessments, refundable deposits, fines, fees and charges, including current charges for goods and services (collectively "Indebtedness"). Failure by a Member to pay such indebtedness when due shall subject the Member to such action as deemed appropriate by the Board of Governors, including without limitations the imposition of administrative charges upon such delinquent indebtedness, the charging of attorneys' fees and expenses for the enforcement of the Club's rights and the placing of a recordable lien upon the Member's Membership. The Club shall have the right, without waiver of any other rights it may have, to set-off and deduct from any amount owing to a Membership the amount of Indebtedness, interest, costs and reasonable attorneys' fees. The Club may also, at its option, sue to recover a money judgment for the Indebtedness plus interests, costs and reasonable attorneys' fees, without thereby waiving the lien securing the same.

Section 9.05 Right Of The Club To Suspend Membership For Nonpayment of Indebtedness. The Board of Governors shall have the power, in its discretion, to suspend at any time the Membership of any Member whose Indebtedness (as defined in Section 9.04), or any part thereof, shall remain unpaid for more than 45 days. Such suspension shall continue until the Indebtedness is paid or the Board of Governors determines otherwise.

## ARTICLE X

### Club Rules And Conduct Of Members

Section 10.01 Club Rules. The Board of Governors shall have the power to establish, amend and repeal from time to time the Club Rules. The Club Rules shall contain rules with respect to admission of Members, Member financial matters, other Membership matters, use of the Club facilities, discipline of Members and such other subjects as are determined appropriate by the Board of Governors. Copies of the Club Rules shall be distributed periodically to the Members, and a copy shall be maintained at the office of the Club for the Members.

Section 10.02 Discipline. Members, their family members, houseguests, guests, and invitees shall comply with the Bylaws and Club Rules at all times. Any Member, any family member, houseguests, guests or person whose conduct is determined by the Board of Governors to be improper or likely to endanger the welfare, safety, harmony or good reputation of the Club or of its Members, may be reprimanded, fined, or suspended from the Club by action of the Board of Governors. The decision of the Board of Governors as to what constitutes improper conduct or conduct likely to endanger the welfare, safety, harmony or good reputation of the Club or its Members shall be final and binding. The Chairman of the Board, President and General Manager of the Club shall each have the authority, if that individual determines that an emergency exists, to ban one or more persons from the Club's property pending action by the Board of Governors. The following procedure shall be applicable with respect to proposed disciplinary action:

A. Hearing By The Board Of Governors. Any person subject to disciplinary action shall be notified of the proposed disciplinary action as determined by the Board of Governors pursuant to Subsection 8.05H, and shall be given an opportunity to be heard by the Board of Governors to show cause why that person should not be disciplined in accordance with this Article X. The Member may request a hearing before the Board of Governors within forty-five (45) days after mailing of notice of the Board's disciplinary action to be taken against the Member. The request must be in writing. If the written request is not received by the Club

within the said forty-five (45) day period, the disciplinary action shall become final and no appeal will be allowed. Upon timely receipt of a request to be heard, the Board of Governors shall set a time and date for the hearing. Such time and date shall be not less than ten (10) days after receipt by the Club of the written request for a hearing, subject to such postponements as may be granted by the Board of Governors, and to the extent feasible shall take place at the next regularly scheduled Board meeting. At the hearing the person subject to disciplinary action shall be entitled to be represented by legal counsel at that person's expense. Pending the outcome of the hearing, the Board of Governors may suspend, at its discretion, some or all of the Club privileges of the Member, if it determines that such action is in the best interest of the Club and its Members.

B. Suspension. The Board of Governors may, by the affirmative vote of a majority of the Governors present, suspend a Member and/or the Member's family and/or houseguests, guests, lessees and invitees from some or all of the privileges of the Club for such period as the Board of Governors may determine, provided that the period of suspension of a Member and the Member's spouse shall not exceed two (2) years. Dues and other obligations shall accrue during such suspension and shall be paid in full before reinstatement to full privileges. The foregoing two (2) year limitation shall not apply during any period of delinquency of payment for any dues, fees, or other monetary amounts due the Club.

C. Posting. The Secretary of the Club may post on the Club's Bulletin Boards and in the Club's monthly publication, a description of incidents resulting in disciplinary action and the final action taken by the Board of Governors. The names of the parties involved shall not be included in such posting unless approved by the Board of Governors.

## ARTICLE XI

### Amendments

#### Section 11.01 Initiation of Bylaw Amendments.

A. Initiation of Bylaw Amendments by the Board of Governors. The Board of Governors may propose for submission to the Members, amendment of existing Bylaws, repeal of existing Bylaws or enactment of new Bylaws (collectively referred to as "Bylaw Amendments"). Such action shall be by the majority vote of all the Members of the Board of Governors. All Bylaw Amendments proposed by the Board of Governors shall thereafter be submitted to the Members for consideration and action. The proposed Bylaw Amendment or Amendments shall be set forth in the notice of the meeting. Notice of such meeting shall be given no less than forty-five (45) days nor more than sixty (60) days prior to the date of the meeting in the manner prescribed in Article III, Section 3.03 of the Bylaws. To the extent that the provisions of this Section 11.01 are inconsistent with Section 3.03, the provisions of this Section 11.01 shall prevail.

B. Initiation of Bylaw Amendments by Petition. Five percent (5%) or more of the total number of the members then entitled to vote may, by petition only by an official dated petition form obtained from the Club's Administrative Office and submitted to the Board of Governors, propose Bylaw Amendments. Such petition shall be in writing, contain a text of the amendment, and shall be signed by each petitioning member and submitted to the Secretary not more than sixty (60) days from the date of the petition. The Bylaw Amendments shall be placed on the agenda for the next Annual Meeting of the members which occurs more than seventy-five (75) days following receipt of a valid petition by the Secretary.

Section 11.02 Membership Action on Bylaw Amendments. Upon the written request of five percent (5%) or more of the Members then entitled to vote, and subject to the conditions hereinafter stated, the Board of Governors shall place on the scheduled Membership meeting agenda for consideration and vote, one or more proposed modification(s) to the Bylaw Amendment or Amendments initially proposed by the Board of Governors. In order for such proposed modification(s) to be placed upon the meeting agenda, the proposed modification(s) must be (1) in writing and (2) received at the office of the Club not less than twenty (20) days prior to the scheduled date of the Membership meeting. In addition, the modification(s) must be germane to the Bylaw Amendment(s) proposed and must not contravene applicable law. In making such determination the Board of Governors may consult with the general counsel of the Club and the Legal Committee of the Club. Upon receipt of the requested modification(s) and satisfaction of the conditions set forth above, the Board of Governors shall cause the proposed modification(s) to be placed upon the meeting agenda and shall issue an amended notice of meeting either including the proposed modification(s) as a separate item(s) to be voted upon, or alternatively submitting the proposed modification(s) in place of the Bylaw Amendment(s) originally proposed by the Board of Governors. The amended notice of meeting shall be mailed and posted not less than ten (10) days prior to the date of the meeting. If the Board of Governors so determines, it may withdraw its Bylaw Amendment or Amendments as originally proposed. Such withdrawal shall not affect consideration and vote upon the proposed modification(s).

Section 11.03 Vote On Bylaw Amendments. Subject to the provisions of Section 11.04, proposed amendments to the Bylaws shall become effective upon the affirmative vote of a majority of the votes cast at a meeting of the Members. Alternatively, amendment of the Bylaws may be effected by a consent in writing in compliance with the provisions of applicable law.

Section 11.04 Restrictions On Bylaw Amendments. Any provision of these Bylaws may be amended as otherwise provided in these Bylaws; provided, however, that the specific voting requirements as set forth further in this Section 11.04 shall be applicable if the Bylaws are amended to: (a) establish limitations on the number of Members allowed in any category or Annual Membership; (b) change or modify the rights of a Member to permit a lessee to use the member's Membership; (c) change or modify any of the restrictions or limitations on assessment of Members for dues, charges and assessments; (d) change or modify the rules and regulations relating to use of the Club Facilities by guests of Members; or (e) change or modify the eligibility to acquire a Membership including the prohibition of owners and their subsequent purchasers to acquire a Membership if the owner did not apply for a Membership during the prescribed eligibility period set forth in these Bylaws. Modifications or changes of items set forth in Sections (b), (c) and (d) above must be approved by a vote of a majority of the Membership and modification or changes of items set forth in (a) and (e) above must be approved by a vote of 60% of the Membership.

## ARTICLE XII

### Miscellaneous

#### Section 12.01 Certain Transactions.

A. Transactions With The Club. No contract, act or transaction may be entered into by the Club where there is a Governor or officer of the Club or a Member of any such Governor's or officer's immediate family who is a party to, interested in, or receives anything of value as a result of, such contract, act or transaction. This provision shall not prevent the reimbursement to any such Governor or officer of authorized and documented expenses. This provision shall not apply to a contract, act or transaction entered

into with a publicly traded corporation, partnership or similar entity, provided that a Governor or officer of the Club or a Member of any such Governor's or officer's immediate family does not own more than ten (10%) percent of the voting shares or units of beneficial interest of such entity. For the purposes of these Subsections 12.01 A and B, a person's immediate family shall include his or her spouse and their brothers, sisters, parents, children, grandchildren, nieces, nephews, aunts, uncles and first cousins and all of their spouses. For purposes of the Subsections 12.01 A and B, a Governor or officer of the Club shall include persons who presently hold such positions and anyone who has held such position within the past twelve (12) months.

B. Transactions With Certain Persons. Furthermore, no officer or Governor of this Club and no immediate family member shall form and/or operate any business venture for profit together with an employee of the Club, Boca West Master Association, Inc. or Boca West Homeowner's Association, Inc. In addition, a Governor or officer of this Club shall not enter into any contract to provide materials or services to the Club, Boca West Master Association, Inc. or Boca West Homeowners Association, Inc.

Section 12.02 Indemnification of Governors, Officers, Employees and Certain Members.

A. Right of Indemnification. Each Governor, officer, and Member serving in a volunteer capacity for the Club at its request, whether or not then in office or in such volunteer capacity and any person whose testator or intestate was such a Governor, officer, or volunteer, shall be indemnified by the Club for the defense of, or in connection with, civil or criminal actions or proceedings, or appeals therein, in accordance with and to the fullest extent permitted by law; provided, however, that no person shall be indemnified as to any violation of criminal law unless that person had reasonable cause to believe that his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful.

With respect to employees of the Club, the grant of each employee's indemnification for the defense of civil or criminal proceedings shall be determined by the Board of Governors in its sole discretion on a case by case basis, consistent with Florida law. No employee shall be indemnified as to any violation of criminal law unless that person had reasonable cause to believe that his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful. Without limiting the foregoing, for an employee to be eligible for an advance indemnification prior to an adjudication of the case, the employee must agree to accept a lawyer selected by the Club and to representation that is consistent with the interests of the Club. Subject to the foregoing provisions, the Board of Governors may grant eligibility for indemnification, in advance, by individual contract or by rule, regulation, or resolution to particular groups, classes or categories of employees, to the extent permitted by law.

B. Other Rights of Indemnification. The right of indemnification herein provided shall not be deemed exclusive of any other rights to which any such Governor, officer or other person may now or hereafter be otherwise entitled and specifically, without limiting the generality of the foregoing, shall not be deemed exclusive of any rights, pursuant to statute or otherwise, of any such Governors, officers or other persons in any such action or proceeding to have assessed or allowed in his or her favor, against the Club or otherwise, that individual's costs and expenses incurred therein or in connection therewith or any part thereof.

Section 12.03 Actions Against Members by the Club. The Club may not institute a lawsuit against any Member(s) except under the following circumstances:

- A. To collect monies due to the Club on any Member's account.
- B. For damages to Club property caused by a Member, his/her guest(s), family, houseguests, tenants and/or invitees.
- C. To file a counter-claim or cross-claim when the Member(s) has filed a lawsuit against the Club, any of its governors, officers, employees, committee members, etc.
- D. To obtain an injunction or other equitable relief.
- E. For any other reason provided that the Board of Governors and the Member(s) first submit the dispute to non-binding mediation with the associated costs (exclusive of attorney's fees and fees of witnesses) borne by the Club. The mediator shall be selected by mutual agreement of the Board of Governors and the Member(s). In the event the parties fail to mutually agree upon a mediator, then the selection shall be made by the American Arbitration Association in accordance with its rules regarding mediation and shall be held in Palm Beach County, Florida. The Club shall have the right to discontinue its participation in the mediation process if it determines that the other parties are not proceeding diligently in the process.
- F. In order to implement E above, an affirmative vote of ten members of the Board of Governors is needed.

Section 12.04 Conflict Between Bylaws and Articles of Incorporation. In the event of a conflict between the terms of the Bylaws and the Articles of Incorporation, the latter shall prevail.

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**BOCA WEST**  
COUNTRY CLUB

**RULES &  
REGULATIONS**

**Updated December 2021**

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## I. INTRODUCTION.

The "purpose" of Boca West Country Club (the "**Club**") as described in our Bylaws is to own, operate and maintain a private country club within the "Boca West" gated community for the "recreation, pleasure and benefit of its members." These Rules and Regulations (as amended from time to time, these "**Rules**") have been established to govern the use of the Club's facilities as well as manage the social and recreational interaction between the Club's members ("**Members**" or "**Equity Members**") in order to promote a healthy, safe and enjoyable environment for all persons who use the Club's facilities and/or participate in its activities. The responsibility for administering these Rules is placed primarily in the hands of trained Club employees ("**Staff**") so as to assure Members that all the courtesies, comforts and services to which a Member is entitled remain standard. Accordingly, these Rules have also been established to govern the interaction between Members and the Staff. The interaction between Staff and all users of the Club's facilities and participants in the Club's activities are also governed by these Rules. Members are responsible for reading and understanding these Rules and to abide by them at all times and to inform their Guests, Relatives and Lessees (as such terms are defined herein) of their existence.

The Club's Board of Governors (the "**Board**") is responsible for enforcing the Rules and has caused them to be posted on the Club's website (the "**Website**"). The Board may, in its sole and absolute discretion, amend or revise these Rules at any time. In the event the Board elects to amend or revise the Rules, Members will be notified via email blasts and announcements in the Club's *Boca West* magazine (the "**Magazine**"). Although Members may obtain a printed copy of the Rules at the Membership office, Members are encouraged to refer to the Rules posted on the Website, which will be updated promptly upon the Board's approval and adoption of any amendments and revisions hereto. The Rules posted on the Website at any given time shall supersede all prior printed and/or electronic versions of the Rules.

### A. Applicability and Interpretation of Rules.

1. The Rules are subject to the Club's bylaws (the "**Bylaws**") and Articles of Incorporation (collectively, as amended from time to time, the "**Governing Documents**"). In the event of any conflict or inconsistency between the Rules and the Governing Documents, the Governing Documents shall prevail, with the decision as to the resolution of any such conflict or inconsistency to be exclusively that of the Board and not subject to appeal.

2. A Member and all Guests, Lessees and Relatives shall comply at all times with the terms and provisions of the Rules and Governing Documents in effect. For purposes hereof:

a. "**Guests**" means Day Guests and Houseguests (as such terms are defined in Section III below), collectively.

b. "**Lessees**" means tenants under a bona fide written lease for a Member-owned residence within Boca West (an "**Equity Unit**"), who have been afforded membership privileges in accordance with Section IV below; and

c. "**Relatives**" means a Member's (i) parents, (ii) grandparents; (iii) children, (iv) children's spouses and (v) grandchildren.

3. The Board shall have the power to interpret and construe the Rules, and the interpretation and construction of the Rules by the Board shall be final and conclusive.

4. Violation of any of the Rules contained herein or conduct in a manner prejudicial to the best interests of the Club will be subject to disciplinary action, including without limitation, fines, suspension or legal action in accordance with the Bylaws.

5. A Lessee is not an Equity Member under the Rules or Bylaws of the Club. Lessees, Guests and their families are subject to the Rules of the Club.

6. In the event of any and all disputes between the Club and any Member, Relative, Lessee, Guest or their respective guests or invitees regarding any of the Member's or other parties' rights, responsibilities or obligations to the Club, such Member or other party shall be liable for all expenses incurred in connection with such dispute, including, without limitation, collection costs, reasonable attorneys' fees, expert witness fees, and court costs, whether incurred prior to the commencement of any legal proceedings, during trial and appellate level proceedings or in connection with any remands. The entitlement to recover attorneys' fees and expert witness fees shall include all fees and costs incurred in establishing the Club's right and entitlement to recover attorney and expert witness fees and the amount of attorneys' fees and expert witness fees to be awarded by the court. In addition, the Club is obligated to pay its attorney's fees for all travel time spent in connection with Club matters and the Member shall be liable for all fees related to such travel time. The laws of the State of Florida shall govern all disputes and the exclusive venue and forum for any and all legal actions and proceedings shall be the state courts of Palm Beach County, Florida.

## **B. General Club Rules.**

1. Except as permitted by the Board, no commercial, political, personal or religious hand bills or brochures shall be posted or circulated, nor shall business of any kind be solicited or transacted on Club property or upon Club stationery.

2. Business or other solicitations shall not be sent by Members or their representatives, agents or employees to any other Members or their homes, whether by hand delivery, mail, email, fax, automated phone messages, live phone calls or otherwise.

3. The membership directory shall be furnished by the Club to Members only. Members shall not publish, disclose, distribute, or divulge the membership directory or any of the contents therein to non-Members for any reason, without prior written consent from the Board. Use of the membership directory for business purposes, including, but not limited to, the solicitation of business from other Members, is expressly prohibited.

4. Petitioning shall be permitted for Club matters only, in strict accordance with the Bylaws. Any Member who wishes to have a petition signed ("**Petitioner**") may obtain the Club's form of petition ("**Petition**") from the Executive Secretary. Upon completing all relevant information, the Petitioner shall submit the Petition to the Executive Secretary, who shall make such Petition available for Members' signatures at the Reception Desk in the Clubhouse. Petitioners may ask Members to sign their Petitions, but in making such requests, Petitioners and their representatives shall not use handouts or other promotional means to induce Members to sign. Petitioners and their representatives are prohibited from soliciting Members to sign Petitions in all areas where Members and their Guests are partaking in Club activities, including, without limitation, cocktail lounges, dining facilities, card rooms, tennis/pickleball courts, golf courses and driving range, fitness and aquatics centers, all entrances to and common areas within Club facilities and the Club's parking lots. Further, Petitioners and their representatives are prohibited from soliciting signatures at or near the Reception Desk, whether by physical presence or by means of signs, displays, promotional materials, handouts or clothing. Activity at the Reception Desk is limited solely to the actual signing of Petitions by Members.

5. Following the original transmission of any written complaint or allegation of wrongdoing from a Member to Staff, the Board, or any of its members ("**Governors**"), further dissemination of such communication by or on behalf of such Member is expressly prohibited. The publication or distribution of any such

communications (including, but not limited to, emails, letters and summaries of interactions with Staff or Governors) by or on behalf of a Member to other Members, non-Members, media outlets or any third parties is prohibited and will result in a grievance for violating the Rules and disrupting the harmony, safety and welfare of the Club.

6. The Club's facilities shall not be used for functions, which are in any way related to past, present or future fund-raising efforts for the benefit of a political cause.

7. The Club's facilities shall not be used in connection with organized religious services except as permitted by the Board.

8. Request personal services from Staff who are on duty is prohibited.

9. Members/Lesseees/Guests must not use or request Staff to use Club equipment for personal purposes, including fax machine, copy machine, etc.

10. With the exception of the Member Park, dogs and other pets are not permitted on Club property except under special circumstances (e.g., seeing-eye dogs) when authorized by the General Manager.

11. Members/Lesseees are responsible at all times for the behavior of their Relatives and Guests while they are on Club property or in Club facilities. Members/Lesseees are subject to disciplinary action for improper behavior by Relatives or Guests.

12. No Member/Lessee, Relative or Guest shall at any time harass any Staff, verbally or otherwise. Any Staff not rendering courteous and proper service should be reported to the department manager or General Manager immediately. No Member/Lessee shall discipline any Staff or request that any Staff leave the Club premises for any purpose or reason.

13. The Club is committed to providing an environment free from harassment, intimidation and coercion based on any reason, including those related to race, sex, religion, color, national origin, age, disability, veteran status, sexual orientation or any classification protected by applicable law. Such harassing behavior is inconsistent with the Club's philosophy of mutual dignity and respect for all Staff, Members, Relatives and Guests and will not be tolerated. The term harassment includes, but is not limited to, any unwelcome verbal, written, or physical act which would make a reasonable individual uncomfortable in their environment and which could create a hostile, intimidating, or offensive

environment. The Club is committed to provide a professional working environment free of harassment or discrimination, and to prohibit harassment of any Staff by any Members, Lessees, Relatives, and their respective guests and invitees.

14. Members/Lessees/Guests must dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club and in accordance with the dress code. Members/Lessees must advise their Relatives and Guests of Club dress requirements.

15. From time to time, changes in dress code may be made. These changes will be noted in the Magazine and the Website and emailed to each Member. Please consult the Website for the current dress code. Refer to each department for details.

16. The Club shall establish venue-specific rules from time to time regarding dress codes and access to and use of Club facilities by medical aides and assistants.

17. Anyone with a contagious or threatening condition that could have an adverse impact on other Members or Staff are prohibited from attending Club activities or entering any Club property.

18. Clubhouse policies for children:

a. Children of all ages are permitted in all Dining Rooms year-round except when otherwise noted. Please keep in mind that no strollers or carriages are permitted in the Steakhouse. See dress code on the Website for children listed by restaurant.

b. Children in Prime Cut must be old enough to sit in a chair. There is no children's menu available, and highchairs or booster seats are not permitted.

c. Adult Members, Relatives, Guests and Lessees are responsible for the conduct of their children at all times.

d. Children's use of electronic games, DVD's, etc. are permitted with the sound muted.

e. Children under the age of 10 must be accompanied by an adult at all times while on Club property.

19. The use of golf cart paths is restricted to golf carts, maintenance vehicles and emergency vehicles only. All other uses are prohibited.

20. All complaints, concerns or suggestions must be in writing, signed and addressed to either the chairperson of the appropriate committee, Board or General Manager.

21. The Club does not permit any type or form of gambling whatsoever on any Club property.

22. At the sound of the siren indicating lightning within a 0.5-mile range, all people are required to seek proper shelter or leave the golf courses, the tennis/pickleball courts and the pool area. All outdoor activities must cease until the "all clear siren" is sounded.

23. The use of cell phones (talking or listening), Bluetooth (earphones) and other sound-producing electronic devices inside any of the Country Club's facilities is strictly prohibited. Members, Lessees and their Relatives and Guests shall place their phones and other devices on mute/silent mode when inside any of the Club's facilities. If a Member needs to make or receive a phone call and/or use their devices, they must go outside or into a designated area. Texting and emails are permitted as long as the phone is silent.

24. Cash is not accepted as payment for any purchase, payment or service. Cash tipping is permitted in the Salon, Fitness Center, Spa and Car Wash only.

25. Weapons, firearms, explosives, gasoline, kerosene, benzene, fireworks, or any other article deemed extra-hazardous to life, limb or property, regardless of permit to carry, may not be used nor brought into any portion of the Club's properties, except by State, Federal, County or City law enforcement officers while on duty or designated Security Officers contracted by the Club as expressly authorized by Florida Statutes.

26. Members consent to the Club's use of Members' names and photographs in connection with the Club's publications, including, without limitation, promotional brochures, pamphlets, advertisements, social media, Website displays, channel 63 and videos.

**C. Personal Injury and Loss or Destruction of Property.**

1. Any Member, Lessee, Relative, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off Club premises, shall do so at his or her own risk, and shall hold the Club, its Governors, Staff, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act or omission of any officer, Staff, representative or agent of the Club, including acts of negligence or gross negligence.

2. Any Member/Lessee shall have, owe and perform the same obligation to the Club, its Governors, Staff, representatives and agents, in respect to any loss, cost, claim, injury, damage or liability sustained, caused or incurred by any Relative or Guest of such Member/Lessee.

3. All Members, their Relatives, Guests, Lessees and any other person in whose charge or responsibility is the care and control of a minor child or minor children shall be solely and exclusively responsible for any incident on Club property or while using any of its facilities that results in injury or death to said child or children and shall hold the Club, its Members, Governors and Staff harmless from any of the resulting injuries or death.

4. The Club shall not be responsible for any loss or damage to any private property used or stored on the Club premises, whether in lockers, Bag Storage or elsewhere. No person shall remove any property belonging to the Club without proper authorization. Every person is liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by such person, and shall pay the cost of such damage promptly upon receipt of a statement from the Club.

5. With respect to use of the Club's services and facilities, each department may, in appropriate circumstances, require execution of a waiver or consent approved by the Club's counsel with respect to liability arising out of or in connection with the use of the Club's services and facilities. Members and Lessees shall cooperate in signing such waivers or consents and procuring signed waivers from their respective Relatives and Guests.

**D. Smoking.** Smoking and vaping are not permitted in any Club building, the tennis/pickleball courts, outdoor eating facilities, pool areas or the Member Park. There are designated smoking/vaping areas at each location. All cigarettes are to be disposed of in the proper receptacles.

## **E. Mailing Addresses.**

1. Every person shall be responsible for informing and filing with the Club's Membership office in writing or by email, his or her mailing address, or any changes thereof, to which the Member/Lessee wishes all Club notices and invoices to be sent. A Member/Lessee shall be deemed to have received Club mailings sent to the email or street address on file with the Membership office: (a) if delivered by email, upon the date of transmission; (b) if delivered domestically by standard, first class mail, ten (10) days after deposit with the United States Parcel Service; and (c) if delivered internationally by standard, first class mail, fifteen (15) days after deposit with the United States Parcel Service.

2. Members shall be responsible for providing to the Club all information they wish to appear in the membership directory. Corrections made to the preprinted annual billing statements will be used to update mailing information, emergency contact information and directory listings and should be reviewed carefully.

## **II. MEMBERSHIP.**

### **A. Nomination for Equity Membership; Joining Fees.**

1. Membership may be issued only to persons who purchase property in Boca West, are sponsored by a current Member and who are duly approved by the Board after nomination.

a. The Club expressly reserves the right to accept or reject any nomination for membership. All nominees for membership shall be required to consent to the Club's right to perform and conduct credit, criminal, civil litigation and such other background checks deemed necessary or advisable by the Board. Without limiting the generality of the foregoing, the following are examples of findings which may result in a nominee's rejection: (i) a conviction or plea of or no contest to a felony or one or more misdemeanors (ii) evidence of dishonesty, fraud, corruption or excessive litigation; (iii) insolvency, bankruptcy or poor credit history; and (iv) expulsion from one or more country clubs. The examples cited in the preceding sentence are not intended to constitute a comprehensive or immutable list of factors considered by the Board. Excepting determinations on the basis of race, color, religion, gender or national origin, the Board shall have absolute and complete discretion in evaluating prospective members.

b. Prior to closing on the sale of an Equity Unit, the selling Member is required to: (i) notify the Membership Department in accordance with

Section II.M; (ii) obtain a written affirmation from the Chairperson of the Membership Committee confirming that the buyer's nomination for membership has been approved by the Board of Governors; and (iii) ensure that the contract for sale and purchase of the selling Member's Equity Unit includes a clause which expressly provides that obtaining such written affirmation from the Chairperson of the Membership Committee will be a condition precedent to closing. Any contract which does not conform to the foregoing requirement shall be deemed a non-*bona fide* offer to acquire the selling Member's Equity Unit.

2. Pursuant to the Bylaws, the power to fix the Joining Fees, dues, assessments, fees, refundable deposits, other charges and payment terms relating to the acquisition of Equity membership in the Club shall be reserved to the Board, to exercise from time to time. For purposes hereof:

a. "**Equity**" means any and all shares in the capital of, or other equity interests in, the Club;

b. "**Equity Payment**" means the sum contributed by a person to the Club for such person's share of Equity;

c. "**Initiation Fee**" means the sum payable by a person to the Club upon such person's admission as a Member; and

d. "**Joining Fees**" shall mean the sum equal to the aggregate of the Equity Payment and the Initiation Fee.

3. The buyer shall be required to pay Joining Fees at the closing date of the purchase to the Boca West residence. However, the Club may offer, in its sole discretion, a payment plan or other payment arrangements to a proposed buyer, in which case, payment shall be made in accordance with such plan.

4. Upon receipt of nomination forms and processing fees for membership, the Club's approval process will not exceed 30 days for a United States resident. A nominee outside of the United States could take up to 60 days for approval.

5. Upon acceptance or closing of the property, whichever is later, the nominee must remit all membership fees and costs, including the Joining Fees. If the nominee has purchased from an Equity Member, upon receipt by the Club of all fees due, that Member shall be reimbursed for their Equity Payment and refundable deposits, if applicable, within 30 days less any amounts owed to the Club at the time of payment.

6. The nominee shall be liable for pro-rated dues from the later of the date accepted or the date of closing.

7. The nominee is liable for any Club related outstanding fees/balances that are associated with and due from the owner of the property that the nominee is purchasing.

**B. Categories of Membership Privileges.** All Members shall, prior to the commencement of the Club fiscal year, acquire membership use privileges in any of the following four categories: Golf, Tennis, Pickleball or Social membership privileges. If a Member fails to notify the Club as to the category of use privileges selected prior to the commencement of the Club's fiscal year, the Member will be deemed to have elected to continue that Member's use category for the forthcoming fiscal year. At a minimum, all Members must select Social membership, the Club's base membership category. Each membership category is described further below:

1. Social - Members shall be entitled to use of all aquatic, fitness, spa (with appointment), sports locker room, and social facilities. Upon payment of greens fees, golf cart or trail fees, and court fees, Social Members may play golf and tennis. Members may increase their membership privileges to use the tennis and golf courses without payment of daily greens fees or court fees by selecting the annual tennis or golf membership add-on options.

2. Pickleball - Members shall be entitled to use of all pickleball, aquatic, fitness, spa (with appointment), sports locker room and social facilities. Upon payment of greens fees, golf cart or trail fees, and court fees, pickleball Members may play golf and tennis. Members may increase their membership privileges to use the tennis and golf courses without payment of daily greens fees or court fees by selecting the annual tennis or golf membership add-on options.

3. Tennis - Members shall be entitled to use of all the tennis, pickleball, aquatics, fitness, spa (with appointment), sports locker room and social facilities of the Club. Tennis Members have a priority sign-up privilege to play tennis and will not be charged court fees. League and Tournament participation are extended to tennis Members only. Upon payment of greens fees and golf cart fees, tennis Members have the right to play golf.

4. Golf - Members shall be entitled to use of all the golf courses, golf locker rooms, tennis, pickleball, aquatics, fitness, spa (with appointment), sports locker room and social facilities of the Club. Golf Members have a priority sign-up

privilege to play golf and will not be charged greens fees but will be required to pay golf cart or trail fees. League participation is extended to golf Members only.

**Downgrades are not permitted during the Club's fiscal year and dues will not be refunded.**

**C. Additional Membership Options.** Fees for these options are published on the Schedule of Annual Dues. The following selections may be made at annual billing time or any time thereafter.

1. Lockers. Lockers will be assigned on a first come, first serve basis. Charges for lockers are on an annual basis. Lockers assigned after April 1<sup>st</sup> will be charged at one half the annual fee. Locker fees are not refundable. When applicable, a waiting list will be maintained and new locker assignment requests or requests for relocation will be placed on the waiting list. Assignments will be made from this list only and will be billed to the Member's Club account. Lockers are not included in membership dues.

2. Golf Bag Storage. Bag storage is included in the Golf membership dues. Two storage spaces are included in golf family memberships and one space is included in individual golf memberships. Social and Tennis Members, as well as Golf Members requesting additional spaces, will be charged an annual fee per space for storage of golf clubs. Annual bag storage fees are not prorated, however temporary bag storage is available on a daily, weekly or monthly basis by paying the appropriate fees.

3. Handicap Service. Handicap service is included in Golf membership dues. Family memberships include handicap service for two and individual memberships include handicap service for one. Social and Tennis Members, as well as Golf Members requesting posting of additional scores, will be charged an annual fee per person for handicap service. For details on handicap scoring also see Handicaps under Section X. Golf.

4. Annual Trail Fees. Members owning a private cart must pay an annual trail fee to use their cart for golf play and to eliminate daily cart fees. Private carts must be registered with the Club and registration must be renewed annually. For application procedures, insurance requirements and Rules related to private cart use on the courses as well as throughout the community, see Privately Owned Golf Carts under Section X. Golf. Trail fees renewal will be on an annual basis only. Members who purchase a private cart during the membership year, and have not paid for trail fees previously, will be permitted to pay monthly-prorated trail fees.

#### **D. Classes of Memberships.**

1. The Social membership category shall be a standard fee, irrespective of the family, marital or other status of the Member. With respect to each of the other membership categories, the Member may select either "family" or "individual" class.

2. A membership designated to one individual ("**Individual Member**") is permitted to bring one Guest to the Memorial Day, Fourth of July and Labor Day Club parties at no charge. An Individual Member is also permitted to host one Guest per day in the Fitness/Aquatics/Sports locker room area daily at no charge. Individual membership class in any category permits only the person acquiring the individual membership to obtain the benefits of that category.

3. A "family" membership class entitles the Member/Lessee, his/her spouse, Relatives and the additional parties set forth in Section III.E below to use the Club facilities to the extent provided by the Member's annual membership category. All others are entitled to use the facilities only as Guests of the Member or Lessee in compliance with all Rules relating to use of the Club facilities by Guests.

#### **E. Eligibility for Membership Use Privileges.**

1. Parties. Eligibility for membership use privileges include the following in addition to the Member and his or her spouse:

a. Children: A Member's unmarried Relatives under the age of 23 who are living in Boca West with the Member. To qualify, a Member is required to provide the Membership office with proof of age by way of a current driver's license, passport, or birth certificate. Children under 10 years of age are not issued Membership Cards (as defined in Section III.G.1 below).

b. Students: A Member's unmarried Relatives not over the age of 29 who are registered as full-time students at an accredited college or university. To qualify, a Member must provide the Membership office with proof of age by way of a current driver's license, passport, or birth certificate; as well as a letter from the school registrar's office. Student identification cards are not accepted.

c. Special Designee: Selection of this class of membership shall be available only to unmarried persons residing year round with a Member who have filed required documentation to the Club.

All of the above referenced parties who are 18 years of age and over must submit an application along with authorization for the Club to run a background screening. Membership use privileges are offered to these parties only upon Board approval and after submission of the required documentation. Applicable fees will be required to be paid to the Club upon submission of applications to the Membership office.

2. Nannies: Members who employ full-time or part-time nannies to care for minor children residing in Boca West are eligible to apply to register the nanny, with the Membership office. To qualify, a Member must provide documentation of employment, which may include copies of employment contracts, pay stubs, or such other materials as may reasonably be requested. Nanny registration is subject to approval by the Board or its designee. Registered nannies, while performing their job functions, may accompany their sponsoring Member's minor children while such children use Boca West facilities. Nanny registration does not confer Membership privileges or the right to use Boca West facilities on the nanny. It merely permits the nanny to access Club facilities only while the nanny is accompanying their sponsoring Member's minor children.

3. Changes in Annual Categories.

a. Changes in annual categories and classes may be made (with the exception of social membership class) upon receipt and payment of your annual billing statement in September. Members may choose to upgrade or downgrade their privileges at this time by paying the appropriate annual add-on dues for their newly selected category.

b. Members are also permitted to upgrade their membership privileges at any time during the membership year by paying a late fee. Dues are not pro-rated. As of April 1, a Member may pay one half the annual dues for the new upgraded add-on category without a late fee.

c. **Downgrades are not permitted during the Club's fiscal year and dues will not be refunded.**

**F. Legacy Membership Program.**

1. Children of Equity Members aged 23-39 may apply for their own membership with the existing Member's consent. This membership is extended to Members' children, their children's spouses, and their grandchildren under the age of 23. The Member must personally register their Relatives at the Membership office, sign all appropriate forms and acknowledgments and remit payment for the

fees. Social membership is required. Add-ons of golf, tennis and pickleball are permitted. Refer to the annual schedule of dues for current fees. Legacy membership will be canceled at the end of the fiscal year during which the Relative first reaches the age of 40.

2. The existing sponsoring Equity Member shall be fully responsible for all charges, fees and actions of their sponsored Relative. The membership privileges afforded in this program may be revoked at any time. If this program is terminated prior to the end of a membership year, the Club will not refund any portion of the fees paid. The privileges granted shall entitle the designated Relative to use the Club facilities to the extent provided in the category of membership chosen but to no other rights of membership. If the existing Equity Member sells their home in Boca West and leaves the community, the Legacy membership will be cancelled immediately.

#### **G. Membership Cards.**

1. A permanent photo I.D. membership card and an electronic membership I.D. indicating a Club charge account number (collectively, "**Membership Card**") will be issued to the Member/Lessee and all eligible Relatives. Membership Cards will be reactivated each year upon payment of annual dues for all memberships owned by the Member, providing there are no delinquencies related to any Club accounts for this Member or any Lessee privilege related to memberships owned by the Member. The Membership Card is also located in the Club's App and may be used in all facilities instead of the actual card.

2. Membership Cards are not transferable and may not be used by any person other than the Member to whom it is issued.

3. Presentation of a Membership Card is required prior to use of golf, tennis, aquatics, fitness, dining and other recreational and social facilities as well as any retail purchases or other charges incurred on the membership account.

4. Duplicate Membership Cards may be obtained from the Membership office for a charge of \$15. Membership Cards will not be issued to children under 10 years of age.

5. If a Member/Lessee does not have their Membership Card with them when signing into the Club, the Staff can register the Member/Lessee using the photo I.D. viewing system. The system will allow the Staff to view the Members/Lessees/Guests' photo and confirm the Members/Lessees identification,

which will allow them to charge on their account and use the facilities for the remainder of the day. The Club reserves the right to apply an administrative fee for this accommodation.

6. In the event of a lost or stolen Membership Card, the Membership office must be notified immediately, and a new card will be issued. For replacement of a lost card, a \$15 charge per card will be placed on the Member's Club account. Temporary cards will not be issued.

**H. Annual Membership Statement.** Members will be billed by mail in advance of the new membership year beginning on October 1 (also see Annual Dues Billing under V. Accounting). The annual dues package will contain a preprinted membership dues selection worksheet, which will be attached to their dues statement. All information on the preprinted form should be reviewed and corrected prior to returning. Also included will be a Schedule of Fees and other pertinent information for the new membership year. Dues payments along with the accompanied completed and signed worksheet must be received by the Club by September 30<sup>th</sup> in order to continue uninterrupted Club privileges and avoid late charges.

**I. Equity Membership Issuance.** A membership will be issued in the same name as the ownership of the Boca West residence. The Membership office will require documentation of purchase/ownership in the form of a settlement statement for the Club's records. The Member will be mailed an Equity certificate and letter of confirmation within thirty (30) days following the Club's receipt of the Joining Fees. Dues must be paid annually in advance of October 1<sup>st</sup> based on ownership, regardless of Club usage in order to be entitled to enjoy the benefits of membership.

**J. 75 Mile Privilege.**

1. Any person who owns or acquires property in the Boca West community on or after October 1, 2000, and then or thereafter owns another property zoned for residential use within a 75-mile radius of Boca West, shall be considered for membership, or be allowed to continue as a Member only upon executing an agreement prepared by the Club which will permit restricted ("**Limited Social**") membership privileges.

2. Limited Social membership permits use of the aquatic, fitness, spa and social facilities only. Use of the pickleball, tennis or golf facilities as a Member, Lessee, Guest or any other basis is not permitted. The annual Limited Social membership dues shall be equivalent to the annual dues for standard Social

membership. However, the Board may, in its sole discretion, approve expanded social, golf, pickleball and/or tennis privileges, pursuant to such additional conditions as the Board may require.

3. This Rule is also applicable to every Member who never rented out their home prior to October 1, 2000, and subsequently leases their home. Every Member must notify the Club and adjust their account to Limited Social privileges when and if they acquire another property zoned for residential use within 75 miles of Boca West. The tenant of any owner in this class may not acquire Club privileges.

4. Violation of any of these provisions will result in a loss of any and all membership privileges as of the date of violation, plus the loss of any entitlement to a refund of any dues or other fees paid.

5. Pursuant to Section 2.11.C of the Bylaws, the grant of Limited Social membership privileges shall be conditioned upon the Club's receipt of the agreement referenced in Section II.J.1 above, duly signed by the applicant.

#### **K. Other Types of Memberships.**

1. In accordance with the Club's Bylaws, with respect to any units within Boca West which are titled to an Alternative Owner, the membership shall be issued to the Alternative Owner and the Alternative Owner shall designate the person or family which shall have the right to use the Club facilities upon approval by the Board. For purposes hereof, an "**Alternative Owner**" means any record title owner other than (i) an individual, natural person, or (ii) a husband and wife. Examples of Alternative Owners include, without limitation, corporations, limited liability companies, partnerships, trusts, and tenancies in common. All Alternative Owners that own real property within Boca West and apply for Club membership shall submit such documents as may be requested by the Club to confirm the identity(ies) of the natural persons possessing legal and/or beneficial ownership interests therein.

2. Except as provided in Section II.L below, Boca West memberships acquired on or after February 28, 1991 by Alternative Owners shall be permitted to designate only one (1) person or family annually which shall have the right to use the Club facilities (the "**Designee**"). A change of the Designee entitled to Club privileges must be made on or before October 1<sup>st</sup> of each year (See also, Section II.D above).

3. Alternative Owners' memberships in existence prior to February 28, 1991, may select a Designee from time to time to use the membership and must contact the Membership office three days in advance of the Designee's arrival to activate the Designee's Club account.

4. With the exception of the Designee, all persons possessing legal and/or beneficial ownership interests in an Alternative Owner shall have the right to use the facilities only as the Guest of the Designee, in accordance with all rules and applicable fees related to use of Club facilities by a Guest.

5. All Alternative Owners and their respective Designees shall sign a guaranty ("**Guaranty**") confirming that such Alternative Owners and Designees are jointly and severally liable for all membership dues, fees, charges, interest, late fees, attorneys' fees, court costs and any and all other liabilities and obligations that are incurred either during or in connection with the time period that such Designees are permitted to use the Club. Notwithstanding the foregoing, the absence of a signed Guaranty shall have no bearing on the liabilities and obligations of any Designee and/or Alternative Owner or the Club's enforcement rights in relation to this Rule.

**L. Changes in Ownership.** All changes in ownership in the Boca West residence must be recorded with the Club's Membership office (see Section 2.07 of the Bylaws and estate planning handbook available from Membership office for additional information).

1. Qualifying Changes in Ownership. Changes in ownership incident to: (a) a surviving spouse obtaining title by operation of law; (b) a former spouse obtaining title by operation of a final decree or judgment of divorce; or (c) Relatives obtaining title directly or as beneficiaries by means of a bona fide estate planning device will each be processed without a charge.

2. Non-Qualifying Changes in Ownership. Non-qualifying changes in ownership (including, but not limited to, property resales or transfers of title with a change in the beneficial interest), will require full payment of the Joining Fees by the new owner of the property.

3. Beneficial Users. Upon approval by the Club, membership privileges may be transferred as a result of a qualifying change in ownership, as described in Section II.L.1 above. The individual who retains membership privileges ("**Beneficial User**") will be considered by the Club to be an Equity Member with all the privileges and rights of an Equity Member. The owner of record will have no privileges or rights to the Club membership except as a Guest of the Beneficial

User, in accordance with all rules and applicable fees related to use of the facilities by a Guest. Upon the death of the Beneficial User, all rights and privileges will revert to the owner of record.

4. **Guaranty.** All Beneficial Users and owners of record shall be required to sign a Guaranty confirming that all such parties are jointly and severally liable for all Membership dues, fees, charges, interest, late fees, attorneys' fees, court costs and any and all other liabilities and obligations that are incurred either during or in connection with the time period that such parties are Beneficial Users or owners of record. Such liability shall exist and shall be enforceable pursuant to this Rule regardless of whether or not a Guaranty is signed and delivered to the Club.

**M. Seller Notification Requirement.** In order to expedite the closing and Equity Payment refund processes, Members shall provide written notice to the Club's Membership Department *prior* to listing their Boca West residence on the MLS or any other sale or auction platform.

**N. Equity Refunds.**

1. All memberships must be transferred through the Club and must be transferred concurrently with the sale of the Boca West residence. The Club will require documentation of the sale of the property for the Club's records. Subject to the terms of Section II.N.2 below, upon the Club's receipt of the buyer's payment in full of the Joining Fees and all related fees, assessments, deposits and dues, the Club will repay the selling homeowner 80% of the seller's Equity Payment (unless the seller has purchased Club membership pursuant to the Club's Legacy Program, in which case the refund will be governed by the terms of that program). Equity Payment checks will be made payable to the homeowner(s) on record at the time of the sale and will be processed within 30 days following the receipt of all funds from the buyer.

2. The Club shall have the right to deduct from the Equity Payment refund all amounts owed to the Club by the Member on any accounts related to the membership being sold or any other membership connected with said Member. Members selling and leaving the community will be responsible for annual dues for the fiscal year in which the closing occurs, as well as any unpaid charges and expenses owed by such Members to the Club, and will not be eligible for a refund of any portion of dues related to that membership upon the sale of the residence. However, there will be a 30-day grace period, if the closing of a sale occurs during the month of October the seller will be responsible for only one month's dues. In instances where a selling Member's then-current financial obligations to the Club

exceed the amount of such Member's Equity Payment refund, the refund shall be applied as a credit toward the sum owed to the Club, and the selling Member shall pay the balance to Club on or prior to the closing of such Member's sale.

**O. Members Moving Within Boca West (Internal Transfer Policy).**

1. A Member who purchases a second residence within the Boca West community ("**Replacement Property**") will be eligible for an additional refund (in excess of the standard 80% refund of the Equity Payment) upon satisfaction of the following conditions:

a. the acquisition of the Replacement Property *and* the sale of the Member's first residence ("**Relinquished Property**") both occur after October 1, 1992;

b. the Member shall have owned the Relinquished Property for a minimum period of one (1) year prior to the Member's acquisition of the Replacement Property;

c. at the time the Relinquished Property is sold, the Member does not own or rent any additional property zoned for residential use within 75 miles of Boca West;

d. the Member designated to the Relinquished Property must be identical to the Member designated to the Replacement Property;

e. the Member intends to maintain the Replacement Property for personal residential use.

2. At the time of purchase of a Replacement Property, the Member will be required to pay for the membership (including the Joining Fees and all applicable fees, deposits, assessments, etc.), and must maintain social dues on both units until such time as the first unit is sold and the buyer pays the Joining Fees and all applicable membership charges attributed to such unit. Membership dues are prorated from the date of purchase. A sale and purchase within 30 days is treated as a simultaneous closing and no additional dues payments are required.

3. If the Club determines that the purchase of a Replacement Property in Boca West will not be the Member's only property zoned for residential use within 75 miles of Boca West, then the transaction will be considered a new purchase and the buyer shall be required to remit the then-present Joining Fees

to the Club. Upon the sale of the Relinquished Property, a refund will be made for 80% of the Equity Payment plus refundable deposits, if applicable.

4. Subject to a Member's compliance with the terms hereof, upon the Member's sale of a Relinquished Property, if the Replacement Property acquired by the Member is: (i) an Equity Unit, the Member will be entitled to receive a full refund (100%) of the Joining Fees paid by the Member in connection with the Member's acquisition of the Relinquished Property (ii) a non-Equity Unit, the Member's entitlement to a refund shall be limited to a full refund (100%) of the Equity Payment paid by the Member in connection with the Member's acquisition of the Relinquished Property.

5. If any Member shall have received the economic benefit of an Internal Transfer and acquires an additional property zoned for residential use within 75 miles of Boca West, such Member shall pay any unpaid portion of the Joining Fees that would have been due at the time of the closing and in the event of the sale of such Replacement Property, such selling Member shall only receive 80% of its Equity Payment.

6. A Member selling a Relinquished Property may request that the Club retain such Member's refund for up to 6 months from the closing date of the sale to purchase a Replacement Property, thereby qualifying such Member to apply the applicable refund to the Joining Fees for the Replacement Property. This policy is subject to satisfaction of the following conditions:

- a. Dues are paid, current at all applicable times, and will not be refunded.
- b. Boca West charge account is and will remain current.
- c. The designated Member of the Replacement Property will be made in the same name as the Relinquished Property.
- d. Delivery of a \$3,000.00 deposit (the "**Deposit**") to the Club.

7. If a selling Member represents to the Club that the Member intends to acquire a Replacement Property within 6 months, the Member may exercise either of the following options while the Club is holding such Member's refund: (i) the Member may request the Club to keep their account inactive; or (ii) the Member may request that they be allowed to continue to utilize membership privileges in the Club. Upon expiration of the 6 month period following the sale of such Relinquished Property, in the event the Member has failed to acquire a

Replacement Property, any right to continued membership privileges and use of Club facilities shall terminate, the Deposit shall be released to the Club, and the Member shall receive their refund. Members electing to continue membership privileges and use of Club facilities in the 6 month period following the sale of a Relinquished Property shall be required to pay annual dues during such period and on any extension which may be granted by the Board. There may not be any partial period allocation.

**P. Combining Adjacent Residential Units.**

1. Any Member who owns or acquires a residential unit in one of Boca West's Mid-Rise Condominiums who desires to purchase an adjacent residential unit in order to construct a single combined residential unit, may petition the Board to approve the combination of such units, subject to the satisfaction of the following conditions:

a. The Member's petition to the Board shall include architectural and engineering plans that show to the Board's satisfaction that the contemplated construction will result in the creation of a bona fide single residential unit.

b. The Member must obtain all required permits and approvals for the said construction from the Condominium Association, Boca West Master Association ("**BWMA**") and all applicable governmental authorities, showing to the Board's satisfaction that the contemplated construction can be carried out lawfully.

c. The Member and Club will enter into a binding agreement ("**Combined Unit Agreement**") setting forth the terms and conditions for the construction and combination of the subject condominium units and the parties' respective rights and obligations with regard to the Joining Fees attributed to such units.

2. The Combined Unit Agreement shall provide for:

a. The Member's obligation to pay the then-present Joining Fees at closing of such Member's acquisition of the condominium unit that the Member intends to combine with an adjacent unit owned by such Member; and

b. The Member's right to a refund of sixty percent (60%) of the Joining Fees once the Club has verified the satisfactory completion of construction and the combined unit has been validated by the Club as a bona fide, single residential unit, whereupon all dues, assessments, fees and other charges set by the Board shall be levied solely against the single, combined unit.

3. This Rule concerns the acquisition of "middle units" in the Mid-Rise Condominiums at Boca West only. All other petitions to the Board for the combination of residential units shall be handled by the Board on an ad hoc basis. Approval of all Combined Unit Agreements and setting the terms and conditions thereof shall be at the sole discretion of the Board.

**Q. Foreclosure, Seizure or other Involuntary Seizure of Property.**

1. Except as set forth in Sections 2.07 and 2.08 of the Bylaws, a Member's Club privileges will be immediately and automatically terminated upon the valid transfer of a Boca West residence. Until a transferee of the subject property is approved for membership and satisfies all requirements to obtain membership, the previous Member will remain responsible for all membership financial obligations, although precluded from use of Club facilities.

2. If the property is taken over by a Mortgagee, governmental agency, BWMA or a Boca West Homeowners or Condominium Association, then that entity shall not be required to become an Equity Member. For purposes hereof, the term "**Mortgagee**" shall mean a bona fide institutional lender (or an affiliate thereof) that, in the normal course of its business activities, originates loans secured by residential real estate or acquires such loans from a governmental department or agency (whether state or Federal) or from other institutional lenders (or affiliates thereof) that qualify as a "Mortgagee" hereunder and (a) has been engaged in such business for a minimum of three years, (b) is licensed or authorized by the state of Florida or by any governmental department or agency to originate or acquire loans secured by real estate in the state of Florida and (c) whose business and affairs are regulated by a state or Federal governmental department or agency. The term "Mortgagee" shall not include any transferee or assignee of the note and/or mortgage evidencing or securing a loan originated or previously acquired by a Mortgagee unless such transferee or assignee would itself be deemed to be a Mortgagee as defined herein.

3. If the property is reconveyed by a Mortgagee, governmental agency, BWMA or a Boca West Homeowners or Condominium Association within 60 days of a seizure or foreclosure to a third party who is nominated for Club Membership, is accepted by the Club and pays the Joining Fees and any and all other monetary obligations, fees and charges to the Club, then the Equity Member shall be entitled to an Equity Payment refund of 80% less any unpaid charges and expenses owed by the Equity Member to the Club.

4. If the property is conveyed more than 60 days after seizure or foreclosure, then the Member forfeits the right to a refund of any Equity Payment.

5. Except as specified in Section II.Q.2 above, the new owner must apply for membership in the Club and pay the Joining Fees and all other charges, fees and expenses at the time of closing, including any unpaid fees, expenses and membership dues due to the Club from the prior owner even if any or all of the unpaid fees were discharged by virtue of bankruptcy proceedings.

**R. Suspension of Membership.**

1. Members engaged in conduct which violates the Bylaws, Rules, is otherwise deemed improper or likely to endanger the health, welfare, safety or good reputation of the Club or its Members may be suspended, fined and/or otherwise disqualified by the Board. The following are examples of sanctionable conduct:

- a. failing to meet eligibility for membership;
- b. falsifying or omitting information on applications, affidavits, certificates, agreements and other documents submitted to the Club;
- c. violating the Club's Bylaws or Rules;
- d. allowing his or her Membership Card to be used by another person;
- e. failing to accompany a Guest or Relative when using Club facilities. In the case of the following personal services, the Member is required to sign the Guest or Relative in to the particular facility but is not required to be present during the period of delivery of the lesson or service: (i) massages; (ii) facials; (iii) wraps; (iv) salon; (v) golf lessons; and (vi) tennis/pickleball lessons.
- f. exhibiting unsatisfactory behavior, deportment or appearance;
- g. failing to pay membership dues, fees or any charges incurred on the Member's Club account currently being used or any other membership owned by the Member, or failing to pay monthly charges within 45 days of receipt of statement;

- h. treating Staff, Members or Guests in an unacceptable manner;
- i. participating in improper, illegal or tortuous conduct;
- j. participating in deliberate destruction or misuse of Club property;
- k. assisting or enabling a suspended Member and/or a non-Equity homeowner to use Club services or facilities in violation of the Rules;
- l. otherwise engaging in conduct that the Board deems detrimental to the interests of the Club and/or its Members (e.g., filing frivolous complaints, asserting unfounded allegations, etc.).

2. Notwithstanding any suspension of membership, the Member/Lessee shall remain liable for any unpaid Club account, any unpaid or future Club account, assessment or membership dues and such Member/Lessee shall not be entitled to a refund of any part of the membership dues.

3. A list of suspended Members will be posted on the *Members Only* section of the Website. In addition, a copy will be available to the Staff so they may keep record of who is suspended and not permitted to utilize the Club.

### III. GUESTS.

**A. Day Guests.** A "**Day Guest**" is a guest of a Member/Lessee for the day and must be accompanied by the Member/Lessee at all times when using any of the Club facilities. However, after checking a Day Guest in for personal services such as lessons, massages etc. the Member/Lessee is free to leave the Day Guest and the facility during the performance of the service. With the exception of Day Guests of Individual Members, an individual may not be a Day Guest at the Club more than six times per membership year. All daily fees for services and use of Club facilities will apply.

### **B. Houseguests.**

1. A "**Houseguest**" is a guest who is staying in the Boca West residence of a Member/Lessee. If a Member/Lessee wishes the Club to extend privileges to the Houseguest during his/her stay, the Member must purchase a photo identification card ("**Houseguest Card**") through the Membership Department. The Houseguest Card will permit the Houseguest to use the facilities

in accordance with all Houseguest policies, as well as allow the Houseguest charge privileges on the Member's/Lessee's Club charge account. The Houseguest need not be accompanied by the Member/Lessee when using the facilities with a Houseguest Card. The Member/Lessee must be in good standing on all Club accounts in order to request a Houseguest Card.

2. A Member/Lessee must arrange for a Houseguest Card in person or in writing (letter, fax or email) three business days or more in advance of the effective date of the Houseguest Card. Ordering Houseguest Cards less than 24 hours in advance may result in the imposition of additional fees for expedited service. The annual Schedule of Fees will list the fee per Houseguest Card for Members/Lessees who are in residence and those who are not in residence during the time the Houseguest Cards are in effect. These fees are exclusive of daily Guest fees for use of specific facilities.

3. The Member/Lessee, when in residence, must personally introduce the Houseguest to the Membership Staff and pick up the Houseguest Card in the Membership office. Upon registration, the Houseguest will be required to present proper identification to pick up his/her Houseguest Card. If Houseguests are not accompanied by the Member/Lessee to pick up their Houseguest Cards, the Club will assume non-residence and the Member's/Lessee's account will be charged accordingly.

4. The Club may grant Houseguest privileges to the same Guest(s) for a period not to exceed two weeks, four times per membership year. There must be a minimum four-week break between each two-week Houseguest Card. Houseguest Cards are issued based on a minimum order of 7 days. Each additional day is prorated. The number of Houseguests who will be issued cards per membership will be limited to four at any one time.

5. The Houseguest Card will be issued indicating a Houseguest number and the term of the Houseguest privileges.

6. Each individual Houseguest over the age of 12 must have his/her own Houseguest Card and present such Houseguest Card when using the facilities without the accompaniment of the Member. A Houseguest may not have a Guest. Children under the age of 12 (or 10- and 11-year-old children without a Houseguest Card) must be accompanied by their parent or guardian at all times.

7. Houseguest Cards must be carried at all times while on the Club premises and presented for use of any of the Club facilities. The Houseguest must sign for all charges using the sponsoring Member's name and membership

account number as well as his/her own name. The Member/Lessee shall be responsible for all charges incurred.

8. A Member/Lessee may cancel a Houseguest Card order up to three days in advance of the effective date of the Houseguest Card at no cost to the Member/Lessee. Houseguest Cards ordered less than three days in advance will not be canceled and the Member will be charged accordingly. Houseguest Cards that are not canceled and not picked up will be charged to the Member's account.

9. The sponsoring Member/Lessee shall be responsible for the conduct of all Day Guests and Houseguests. If the manner, deportment or appearance of any Houseguest is deemed unsatisfactory, the Member/Lessee shall, at the request of the Club, cause such Houseguest to surrender the Houseguest Card and be required to leave the Club premises.

10. **Members, Lessees and non-Member residents of Boca West are not eligible to be Day Guests or Houseguests.** Members/Lessees will be held liable for all charges incurred as the result of a Houseguest Card application found to have been falsified whether or not the Houseguest Cards were issued and may be subject to suspension of his/her Club privileges.

### **C. Gold Cards.**

1. Equity Members may request an identification card ("**Gold Card**") for their Relatives. It is not necessary for children under the age of 12 to obtain a Gold Card. There will be a \$15 fee per Gold Card charged to the Member's account at the time each Gold Card is issued. The Gold Card entitles the bearer to free entrances at the Sports Center. The Gold Card also allows priority times for use of the Golf and Tennis/Pickleball facilities over other Houseguests. However, it does not provide entrance to any facility or afford charge privileges. Upon registration for any facility, all Relatives holding Gold Cards must personally present their Gold Card to be entitled to such benefits.

2. In order to obtain a Gold Card, proper identification, and relation to the Member must be provided to the Membership office. The Relative must come to the Membership office with the Member to have his/her photo taken for the Gold Card.

3. Relatives will be subject to all time restrictions for golf, tennis/pickleball and fitness. For related fees, refer to the annual Schedule of Fees.

4. To utilize the Club without being accompanied by a Member, a Gold Card must be "activated." Activation allows Relatives to use the entire Club on their own. A Member must arrange for activation of the Gold Card 24 hours prior with the Membership office. This must be done in writing, email or fax. Activation of the Gold Card is for a minimum of seven (7) days and is \$15. The Gold Card may be activated a maximum of two weeks per visit. A minimum of four (4) weeks must pass before the Gold Card may be activated again. Gold Cards may be activated a maximum of eight (8) weeks per fiscal year.

5. Each individual Relative wishing to utilize Club facilities without the accompaniment of the Member must present an active Gold Card in his/her name. The holder of a Gold Card may not have a Guest. Children under the age of 12 (or 10- and 11-year-old children without a Gold Card) must be accompanied by their parent or guardian at all times.

6. The Gold Card must be carried at all times while on the Club premises and presented for use at any of the Club facilities. Relatives must sign for all charges using the name and membership account number of the sponsoring Member/Lessee as well as the Relative's own name. The sponsoring Member/Lessee shall be responsible for all charges incurred.

7. The sponsoring Member/Lessee shall be responsible for the conduct of their Relatives. If the manner, deportment or appearance of any Relative is deemed unsatisfactory, the Member/Lessee shall, at the request of the Club, cause such Relative to surrender their Gold Card and be required to leave the Club premises.

**D. Guest Privileges & Time Restrictions.**

1. All Guests of Members are required to comply with and are subject to the Club's then existing Bylaws and Rules, and subject to discipline by the Board. Should the Board, in their sole discretion, determine that a Guest of a Member has engaged in conduct which violates the Bylaws, Rules, is otherwise deemed improper or conduct that is likely to endanger the health, welfare, safety or good reputation of the Club or its Members, shall, by vote as determined by the Board, be subject to the suspension of their Guest privileges including but not limited to a lifetime suspension.

2. It is not required that the Guest's violating conduct occur while a Guest of Member. Should the Guest be a prior Member of the Club and was previously determined by the Board to have engaged in conduct which violated the Bylaws, Rules, otherwise deemed improper or likely to endanger the health, welfare, safety

or good reputation of the Club or its Members, their Guest privileges shall be subject to the authority set forth above.

**E. Legacy Guests.** In the event that a Member is incapacitated and is a permanent resident in a long-term care or assisted living facility and no longer resides in his/her Boca West unit, upon approval of the Club, one of the Member's Relatives may register for long-term ("**Legacy Guest**") privileges.

1. Qualification. Members, Lessee and non-Member residents of Boca West may not be Legacy Guests.

2. Submission Materials. Registration as a Legacy Guest is conditioned upon the Club's approval of the following materials:

a. a letter or affidavit provided by the Administrator or Chief Medical Officer of the long-term care or assisted living facility or the Member's primary care physician affirming that the Member is incapacitated and will no longer be returning to the Club;

b. a copy of the deed to the Member's unit in Boca West;

c. a copy of the Member's Last Will and Testament (and if applicable, trust instrument) evidencing the Legacy Guest's legal or beneficial ownership of the Member's Boca West residence upon the death of the Member;

d. an application and fee in the form and amount currently proscribed by the Membership Department;

e. consent to a background screening; and

f. written approval from the Village in which the Member's unit is located.

#### **IV. LESSEE PRIVILEGE PROGRAM.**

##### **A. Eligibility & Requirements**

1. There is a maximum of two fiscal years in the aggregate during which a Member unit owner may transfer membership privileges to Lessees of such unit. No Lessee may have membership privileges in the Club during more than two fiscal years in the aggregate.

2. All Lessees who receive membership privileges shall be subject to, at a minimum, the same screening procedures as apply to prospective Members.

3. To qualify for Lessee privileges, the Lessee must be renting for a period not less than 120 days and the owner of the Equity Unit which is being leased must be a Member in good standing related to said Equity Unit.

4. Lessees must pay the annual Lessee social dues and have the option of annual add-on dues in their chosen categories (see Schedule of Annual Lessee Dues on the Lessee Privilege Application). Dues must be paid in full in advance. Partial or split payments will not be accepted.

5. Lessees are responsible for a full year's dues regardless of the length of the lease term. Lessee dues are not prorated.

6. Lessees have social privileges plus the option of adding on golf, tennis, pickleball or full privileges (see Lessee Use Privileges).

7. Lessees are permitted to have Day Guests and Houseguests. All Guests of Lessees are subject to daily fees and time restrictions.

#### **B. Lessee Privileges & Restrictions.**

1. Golf.

a. Between October 1 and May 31, Lessees may play golf after 11:30 a.m. only.

b. Tee time request cards may be submitted up to 4 days in advance and will be prioritized by the computerized tee time system based on membership class.

c. Phone requests for tee times:

- Lessees having golf or full privileges may call for starting times three days in advance after 10:00 a.m. (i.e., call Wednesday at 10:00 a.m. for Saturday tee times.)

- Lessees having tennis, pickleball or social privileges may call for starting times two days in advance after 10:00 a.m.

2. Tennis.

a. Lessees who have a Tennis Membership may play tennis without a time restriction. All other Lessees may play tennis after 11:00 a.m. between October 1 and May 31

b. Court time reservation cards may be submitted up to thirty (30) days in advance. Assignment of court times is prioritized by the computerized court time system based on membership class.

c. Phone requests for court times:

- Lessees having tennis or full privileges may call for court times three days in advance after 10:00 a.m.

- Lessees having golf or social privileges may call for court times two days in advance after 10:00 a.m.

- Lessees having tennis or full privileges may call one week in advance for reservations for Club-sponsored tournaments (applies to those events that are not restricted to Equity Members only).

3. Food and Beverage. The Club may, at its discretion, limit events at the Club to Equity Members only.

**C. Application Information.**

1. The owner of the residence which the Lessee intends to lease must have Equity in the Club related to that particular residence and must be current on all Club accounts in order for the Lessee to be eligible to apply for Club privileges. Returning Lessees are required to reapply each membership year.

2. All applicants for Lessee privileges shall be required to consent to the Club's right to perform and conduct criminal, civil litigation and credit background checks. The Club reserves the right to reject any applicant based on the results of such background checks. An applicant who has either been convicted of or who has pled guilty or no contest to a felony will be rejected. The Club reserves the right to reject an applicant who has either been convicted of or who has pled guilty or no contest to one or more Misdemeanors depending on the nature of the offense(s) at issue, including, without limitation, when the incident took place. The Club may reject applicants who demonstrate a history of being litigious or dishonest. Furthermore, as the Club's ability to operate depends on timely payments to the Club, the Club reserves the right to reject applicants whose

financial history or circumstances reflect that the applicant may not be able or willing to timely make payments to the Club that are required.

3. To initiate applications for Lessee privileges, the Membership office must be in receipt of all of the following not less than FOUR WEEKS prior to the beginning of the lease term:

- a. the Lessee Processing Fee;
- b. a copy of the fully executed lease;
- c. a completed Lessee privilege application;
- d. a copy of the condominium/homeowner's association approval;
- e. a check for the appropriate dues;
- f. a \$2,000 mandatory escrow deposit; and
- g. authorization by Member for Lessee to apply for Club privileges.

4. The Club's approval process will not exceed 30 days from the receipt of the above-referenced items, unless the applicant is from outside of the United States, in which case the approval process could take up to 60 days. Lessee privileges cannot be activated without the Club's receipt of all of the above and the Board approval of the Lessee membership application. The Club does not accept cash for payment of dues or deposit.

5. Lessees will be interviewed by a Staff Member in the Membership office. At this time, they will be given Rules concerning their privileges.

6. Lessees will be required to have their photos taken for their Club privilege cards.

7. Lessee privileges will expire on the earlier of the termination of the lease term, or the end of the membership year. The Club's membership year begins on October 1 and ends on September 30.

8. Lessee dues are not refundable.

9. A Lessee cannot be a Guest.

10. Lessees are not Members of the Club and do not have membership rights. They are simply afforded the privilege of using the Club's amenities during the term of their lease.

11. Equity Members are responsible for the department of their Lessees.
12. Equity Member are not eligible for Lessee privileges.
13. The Club reserves the right to terminate Lessee privileges at any time.
14. Any Member who is an Officer or Director of any Boca West Condominium Association or Homeowners Association which approves a lease of a unit owned by a Member whose Club account is delinquent at the time that such lease is approved shall be subject to a Club grievance, including, without limitation, being fined and/or suspended for engaging in activity that is detrimental to the Club's harmony, well-being and interests.

**D. Lessee Club Accounts.**

1. A monthly statement of each account will be prepared and mailed during the first week of each month. The Club requires that all monthly charges be paid within ten days from receipt of the statement.
2. The escrow deposit CANNOT be used against monthly charges except for the last month of the lease.
3. If at any time a Lessee's charges approach \$1,500.00, a partial payment must be made. The account will be automatically deactivated without notice when the balance reaches \$1,800.00. Reactivation can only occur following payment in full of the current balance. Payments can be arranged through the Accounting Department. The suspended status will remain in effect for five business days after receipt of payment.
4. A Lessee's privileges and Club account may be automatically deactivated without notice if the unit owner becomes delinquent on any Club accounts.
5. Lessee deposits are refunded not sooner than six weeks after the expiration of the lease term.
6. Equity Members will be responsible for a processing fee for each lease entered into with a Lessee requesting Club privileges.
7. A Member who has leased his residence with Club privileges may not use the Club's facilities in any capacity during the term of the lease.

8. Annual dues must be paid by the Member by September 30. Should the Member subsequently lease their unit to a Lessee who pays for Club privileges, the Member may request a dues refund ONLY if the membership has not been used and the Member does not intend to use the facilities for the duration of the Club's fiscal year. If the Member requests a refund of the membership dues and the Member utilizes the account in any capacity during the fiscal year the Member will be responsible for payment of the entire year's membership dues.

9. The Member and Lessee may each pay their respective annual dues for use of the facilities, however, the Member may use the facilities only during the time the lease is not in effect.

10. A Member must be continuously current on all accounts for each membership in order for the Lessee's privileges to remain active.

## V. ACCOUNTING.

**A. Club Billing and Accounts Receivable.** Members/Lessees will be mailed a statement of charges incurred at the beginning of each month for the previous month. Statements are also available for viewing on the Website and the Club's mobile app (the "**App**"). Payment of the balance is due within ten days of receipt. Club charge accounts, which are 30 days past due are subject to an administrative charge of 1-1/2% per month. Any Member/Lessee whose account becomes forty-five (45) days or more past due will be suspended from all Club privileges. Membership privileges may only be reactivated with payment in full of the current balance. The Club does not accept cash payments. All payments made to the Club must be in the form of a check or money order in U.S. funds. Any payment that is returned by the Member's bank for any reason will immediately incur a \$50 charge to the Member's account.

## B. Annual Dues Billing.

1. Members will be billed annually for charges pertaining to their membership privileges based on the membership selections from the previous year. The Schedule of Annual Dues will be distributed and available in the Membership office. Dues are subject to change each year as determined by the Board.

2. The dues billing is mailed with the annual dues package. (Also see Annual Membership under Section II. Membership.) Membership dues and all related annual fees are payable in full and must be received by the Club by

September 30. Partial payments are not accepted and no portion of these dues or fees may be charged to Member's monthly Club account. The Member's Club privileges and charge account will be deactivated on October 1 until such time as the dues are paid. Dues accounts, which are not paid by September 30, will be subject to an administrative charge of 1-1/2% per month.

**C. Delinquent Accounts.**

1. Dues accounts and monthly charge accounts over 45 days past due will subject the Member to the loss of Club privileges which will be reactivated upon receipt of full payment with late fees.

2. Any membership account which remains unpaid for more than 60 days will be subject to a lien, which will be recorded in the official records of Palm Beach County. A fee of \$25 will be charged to the Member's account for the filed lien.

3. In accordance with the Bylaws, if any Club account owned by a Member is delinquent, the Club may take whatever action it deems necessary to effect collection, including but not limited to, the retention of funds which it may obtain through the sale of another membership previously owned by such delinquent Member.

4. A Member must be current on all accounts for each membership owned in order for his membership privileges to be deemed in good standing.

5. Any payment received by the Club shall be applied first to any interest accrued, then to any charged late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent membership dues, fees, incurred individual charges and/or expenses to the Club.

**VI. FOOD AND BEVERAGE.**

**A. Alcoholic Beverages.**

1. All food and beverages consumed on Club properties shall be furnished by the Club. No bottles are permitted to be brought into the Club without prior permission of management. Unfinished bottles of wine may be taken from the dining room as stated by Florida State laws.

2. Alcoholic beverages will not be served, sold, or consumed on the premises during hours prohibited by law. No alcoholic beverages will be sold or

served to any person not permitted to purchase them under the laws of the State of Florida or sold for off premises consumption.

3. The Club reserves the right to withhold alcoholic beverages from any person/persons who appears to be intoxicated.

4. Children under the legal drinking age are not permitted in any lounge or other area where a bar is located unless accompanied by an adult.

5. Staff are not permitted to deliver food or liquor to locations away from the immediate area of the Clubhouse.

**B. Dining Reservations.** Due to the high volume of Members who reside at the Club from October through May, reservations for dinner are highly recommended for Prime Cut, Panache and Myπ. Unfortunately, there are times when the restaurants cannot accommodate every Member requesting a reservation.

1. Hours of Operation:

a. In Season (October through April): Monday through Saturday 10:00 a.m. to 3:00 p.m.

b. Off Season (May through September): Wednesday through Saturday 10:00 a.m. to 3:00 p.m.

2. Making Reservations. Dining reservation requests can be made by reservation cards, faxes (to 488-7824), emails (to [diningresv@bocawestcc.org](mailto:diningresv@bocawestcc.org)), or on the Website or App. All dining reservation requests must be received/posted no later than 1:00 p.m., two weeks in advance of the date requested. Initial reservation assignments are established 14 days prior to the reservation date. Telephone requests for dining reservations are not accepted until the next business day after the initial reservation assignment has been completed. If a dinner reservation request is not submitted before the above reservation deadline date, reservations must be made by telephone to the reservation line (at 483-6300).

3. Holidays. Reservation requests for holiday dinners must be received prior to 1:00 p.m. at least 28 days in advance of the holiday. Holiday dinner reservations may be limited to Equity Members and their Relatives. Such limitations will be announced in advance.

4. Confirmation. Members can obtain their reservation assignment after 5:00 p.m. 14 days in advance by logging onto the Website.

5. Reservation Changes and Cancellations.

a. Increases. Increases to the number of people under a reservation can only be done by the Member who made the initial reservation calling the reservation line (488-6300).

b. Cancellations or Decreases. Cancellations or decreases in party size are to be done by calling the reservation line (483-6300). Cancellations must be received before **9:00 a.m.** on the day of the reservation. Cancellation rules are subject to change by the dining venues. Members should verify this information at the time they make a reservation. Cancellation rules apply to all special events and holidays, unless otherwise announced.

c. No-Show Fee. There is a \$25.00 per person cancellation or no-show fee billed to the Member making the initial reservation if a cancellation has not been timely received.

6. Maximum Party Size. The maximum group that can be booked in a restaurant without being considered a "private event" is 8 people. Larger groups will be directed to the Catering Department and will be charged for food service based on its applicable rates.

**C. Service Charges**. A service charge, in a percentage amount (that the Board sets) that will be applied to the total bill for food and beverage sales (and other services) and then added to the bill.

**D. Attire**. All persons, including children 13 years of age or older, must comply with the dress code established for each dining venue. Dress codes can be found on the Website or by calling dining reservations with specific questions.

**E. General Dining Venue Rules**.

1. Electronic devices. All electronic devices must be set to mute or to vibrate.

2. First-Come-First-Served Rule. For seating and food preparation purposes, the Club follows the first-come-first-served rule in all food venues.

3. Table Assignments. For all evening events, tables will be pre-

assigned before the event. Side by side tables cannot be guaranteed.

4. Late Arrivals. Reservations will be honored up to 15 minutes after the reservation time. Persons arriving thereafter may lose the reservation or may be seated at the discretion of the Staff at the applicable venue.

5. Kitchen Access. Members, Lessees, Relatives and Guests are not allowed in the kitchens.

6. Removal of Food. Food obtained from a buffet or serving station may not be shared or taken out of the room in which it was served.

7. Hors d'oeuvres and Happy Hours. Hors d'oeuvres and "happy hour" foods are to be consumed only in the venue where they are served.

8. Children. Members are responsible for the conduct of their children, grandchildren and other young guests in all restaurant venues. In all dining venues, Children in any venue must be supervised by one or more adults. Running is not permitted. Crying, unruly or disruptive children must be discreetly escorted from the venue by an adult. Highchairs and booster seats are available. Children 13 years of age and older must comply with the Club's dining codes for the various venues.

## VII. CATERING

**A. Booking Private Functions.** Private functions may only be booked by an Equity Member. To book a private party, the Club and a Member must sign a catering function space contract and addenda to same that set forth the details of the parties' mutual agreement regarding their respective rights and obligations (the "**Agreement**"). Upon signing, the contracting Member's account will be charged a non-refundable deposit of \$500. The remaining balance due will be charged to the Member's account at the end of the function.

### **B. Cancellation Fees.**

1. If the function is canceled more than six months before the event's date, there is no cancellation fee other than the non-refundable deposit.

2. If the function is canceled between six months and 30 days before the event's date, the cancellation fee is 30 percent of the total cost of the function, less the amount of the non-refundable deposit and it will be billed to the Member's account.

3. If the function is canceled less than 30 days before the event's date, the cancellation fee is 100% of the total cost of the function, less the amount of the deposit and it will be billed to the Member's account.

4. All cancellation charges will be based on the minimum food and beverage revenues and the last established total cost of the function as defined in the Agreement.

**C. Tax and Service Charges.**

1. All food and beverage charges are subject to Florida State Sales Tax (currently 7%) and a 20 percent service charge. After the event they will be charged to the Member's account, less the amount of the deposit.

2. If the contracting entity is a tax-exempt organization, a copy of their Florida Department of Revenue's Consumer Certificate of Exemption (currently Form DR-14) that has been issued in the name of the contracting entity must be provided to the Club before the date of the function. No other tax-exempt forms are acceptable. Tax exemptions by other government agencies or departments are not valid in Florida. If the above documentation has not been provided before the event date, the Club must charge for and collect sales tax pursuant to Florida law.

**D. Excused Non-Performance.** If for any reason beyond the Club's control (including, but not limited to, strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, acts of war or acts of God), the Club is unable to perform its obligations under the Agreement, the non-performance is excused, and the Club may terminate the Agreement without further liability for incidental or consequential damages of any nature or for any reason. If, for any reason listed above, the space reserved under the Agreement is not available for the event, the Club may substitute other space of approximately the same size, and the Member agrees to accept such substitutions.

**E. Alcoholic Beverages and Food.**

1. Florida laws and regulations precludes the sale and serving of alcoholic beverages to persons under 21 years of age. The Club reserves; the right to verify the ages of all persons in any venue that serves alcoholic beverages, the right to not serve alcohol to any person who is under 21 or who reasonably is believed to be under 21, or who appears to be intoxicated. For events having guests under 21 years of age, it is the contracting Member's responsibility to

properly chaperone minors and ensure that they do not obtain alcohol by any means. Minors found drinking by Staff will be reported to security and, in the presence of the contracting Member, will be escorted from the Club. The Club has the right to discontinue serving alcoholic beverages at any event if the Club's management deems it to be necessary.

2. No food or beverages obtained from outside sources can be brought into any Club facility, except if otherwise set forth in the parties Agreement. Alcoholic beverages donated by third parties must be provided by a licensed Florida alcohol distributor. Members and other persons are not permitted to take Club prepared food from their events, except if otherwise set forth in their Agreement.

3. All open bars are charged for, per-person, and by the hour. Alcoholic and non-alcoholic beverages are charged based on consumption. A Club's bartender labor fee will be applied to all consumption and Member charge bars as will be set forth in the Agreement. The contracting Member may request a consumption report of all beverages consumed at an event and it will be provided. Members are asked to count the bottles at the bar prior to and at the conclusion of the event in the presence of a Club representative. If the Member does not do so, the Club's bottle count is considered as undisputed by the Member, the final bill will be based on same, and the Member's account will be charged accordingly.

4. Due to availability issues, food and beverage product brands that are listed on the pricing sheet or in the parties Agreement may be substituted for products of equal or greater quality at the Club's discretion.

#### **F. Labor Charges.**

1. A \$100.00 labor fee will be added to the charges for any event where the guaranteed number of guests is less than 50 people. A \$1,000.00 labor fee will be added to the charges for any event that includes use of the Panache venue. At the Club's discretion, an additional set-up fee will be added to the bills for any event that involves additional labor costs.

2. The contracting Member is responsible to see that the event begins at the time scheduled for same. If an event begins late for any reason other than delays caused by the Club, the contracting Member will reimburse the Club for all expenses incurred as a result of such delay, including overtime or other additional labor costs.

**G. Price Increases.** Prices initially quoted or set forth in the Agreement are subject to increases to cover higher costs to the Club for things such as, but not

limited to; supplies, labor, taxes, operations, etc. Accordingly, the final pricing will be determined no later than 30 days before the date of the event; and, in necessary, adjusted again on the date of the event. Alternatively, in the event of cost increases, the Club, at its discretion, may make reasonable substitutions in menu items. The contracting Member agrees to accept such substitutions and to accept increased costs in accordance with the terms of the Agreement.

**H. Personal Property.** The Club is not responsible for any loss or damage to any personal property brought to or left at the Club. The risk of loss is borne solely by the property owner.

**I. Sponsored Events.**

1. Members who sponsor an event are liable for all contractual and monetary obligations related to the event. Member sponsored organizational events are charged directly to the sponsoring Member's account. That Member must be present at all meetings with Staff related to the event. The Member will be included on all written Club communications related to the event, except for internal Club communications. The Member must disclose to the Club all details pertaining to the event. A Member who sponsors an event must attend the event.

2. Before they are disseminated, the Club must approve in advance all event related media publicity, advertisements, announcements and public relations releases. Such items include, but are not limited to, magazines, newspapers, radio, television, mailings, web site related materials and e-mails that are intended for Members or the public at large. Copies of all of said materials must be supplied to the appropriate Club representative not less than 10 business days before the date set for their initial distribution. The Club may file a grievance against any Member that fails to comply with or attempts to circumvent any of the above rules.

**VIII. ACTIVITIES & ENTERTAINMENT.**

Cards issued to Members, Lessees, Relatives and Guests must be presented at all activities and events.

**A. Activity Reservations and Cancellations.**

1. Activity Reservations.

a. Each Social Member is entitled to two reservations for each activity or event, unless the Club specifies otherwise.

b. Reservation requests may be made as soon as the activity or event is announced to Members in writing by the request date are valid and will be processed by the reservation system. Reservation confirmations and wait lists will be posted on the Website.

c. If needed, a computer lottery for oversubscribed activities or events may be conducted, usually on the day after the reservation request deadline.

2. Activity Cancellations. Members must submit any reservation cancellations no later than an advertised reservation cancellation date. Requests after the cancellation date will be reallocated if there is a wait list. If there is not a wait list, Members will be responsible for the full cost of the event.

3. Submission of Activity Reservations and Cancellations. Social activity or event reservations and reservation cancellations must be submitted to the Club in a writing: (i) sent by email to: [activities@bocawestcc.org](mailto:activities@bocawestcc.org); (ii) sent by mail to: Boca West Country Club, Attn: Activities Dept., P.O. Box 3070, Boca Raton, FL 33431; (iii) made by an Event Request or an Event Cancellation Form; or (iv) entered on the Website or App.

4. Late Cancellations. If a cancellation is received after a cancellation deadline, the Club will make reasonable efforts to fill the vacated space. Otherwise, the Member will be charged in full.

#### **B. General Card Room Rules.**

1. Only food and beverages served by the Club can be consumed in card rooms. Food and beverages may not be taken from card rooms. Outside food and beverages may not be brought into any card rooms. Card Room snacks and beverages may be consumed only by those playing cards or other games.

2. Reserving tables is not permitted in any card room.

3. No card playing is permitted in any other Club venues unless so posted.

4. Cell phone use is not permitted. Ringers are to be set on "off".

5. Each Member playing at a card table must always display their Membership Card on the table next to the Member.

6. Card shufflers are only allowed in the; Men's and Ladies' Locker Room card rooms, in the Golf and Activities Center card room, and in Card Room #1 in the Sports Center.

7. Card rooms are only available if the building in which it is located is open.

8. Card or the playing of other games is not permitted in any area except designated card rooms.

9. Cards, mah-jongg and other board games may be played in the Card Rooms.

10. Children under 16 years of age are not permitted in the Card Rooms.

**C. Card Room Guest Rules.**

1. The card room Guest rules vary by season and the day of the week and are subject to being changed. Therefore, they are published in the current issue of the Magazine and are incorporated herein by reference.

2. Guests must show identification and register with the Staff.

3. In card rooms, Members must always play at a table with their Guests.

**IX. POOL AND AQUATIC FACILITIES.**

**A. General Rules.**

1. Cards issued to Members, Lessees, Relatives and Guests must be presented at the Aquatics Reception Desk for access to pool and aquatic facilities.

2. Cell phone use is prohibited except in designated areas.

3. Rude or disruptive behavior, profanity, smoking and eating are prohibited.

4. No food or drink is permitted to be brought in to the facilities.

5. Lockers may be checked out daily at no charge.

6. Use of pool facilities at any time is at the swimmers' own risk.
7. Reserving of chairs is not permitted at any time. Management and Staff are authorized to remove personal items from chairs being reserved.
8. Towels are available at the Registration Desk and are provided free of charge. Towels must be returned at the exit to the Aquatics Facility.
9. Showers are required before entering any pool.
10. Swimmers must wear proper swimming attire. Cutoffs, jeans and khaki shorts are not permitted in any pool area.
11. Changing of swimwear on the pool deck is prohibited. The Aquatic Facility's restrooms may be used.
12. Glass bottles and drinking glasses, sharp objects, and chewing gum are not permitted in any pool area.
13. Food must be kept no less than three feet from any pool.
14. Smoking and vaping is not permitted in the Aquatics Facility.
15. Persons using the pool areas and washrooms are to properly dispose of towels, cans, etc.
16. No pets are permitted in the pool area. Service Animals registered with the Club are not permitted in the Aquatic Complex unless certified and trained for a specific disability.
17. Pool furniture must be covered with a towel before persons apply suntan lotions, sprays or oils.
18. The following activities are not permitted in the pools or the pool areas; running, ball playing (except in the basketball and volleyball areas), hanging on basketball rims, hanging on volleyball nets, hanging on lane lines, pushing, jumping off starting blocks, tampering with water jets, unauthorized diving, all noisy or hazardous activities, dangerous games and any other activity which the Club's Staff deems unsafe.
19. Use of scuba equipment other than a mask, snorkel and fins are

prohibited except as part of an organized course of instruction.

20. Use of skates, scooters, bicycles and skateboards is prohibited on and around the pool deck. Bicycles, scooters, etc. must be secured in the bike racks provided.

21. Cart parking near the Aquatics Facility is located next to the practice putting area located at the rear of the Fitness Center.

22. All audible devices must be used with headphones so they will not disturb others.

23. Paging services will be provided only in the event of extreme emergencies.

24. The pool Staff has full authority to enforce all Rules and infractions will be reported to the Board.

#### **B. Children.**

1. Children who need the assistance of flotation devices such as: water-wings, life jackets or inflatable life rings, must have an adult within arm's reach and are allowed only in the baby pool area.

2. Children under 12 years of age must be accompanied by an adult.

3. Members, Relatives and Guests under 18 years of age are not permitted in the adult upper pool or whirlpool areas.

4. Children under the age of 3 years of age may only use the baby pool area where a parent's supervision is required at all times.

5. Children in diapers using the baby pool must cover the diaper with either rubber pants, a swim diaper or a bathing suit.

6. Diaper changing is prohibited on the pool deck. Each restroom in the Aquatic Facility is equipped with a diaper station.

**C. Fees.** There will be a \$10 daily fee per Relative/Guest, for use of the aquatics, fitness or spa facilities. However, a \$50 Sports Pass may be purchased for Relatives and Houseguests intending to use these facilities seven consecutive days. (The Sports Pass does not replace the need for a Houseguest Card but may

be used in addition to a Houseguest Card.) Relatives' and Guests' court fees, golf fees and charges for spa services include the use of the Sports Center locker room area and pool on the same day. Members, Lessees and their respective Relatives and Guests must present their court, golf and spa receipt to use the Sports Center locker room or pool.

## **X. FITNESS & SPA.**

**A. Orientation and Access.** Cards issued to Members, Lessees and Guests must be presented at the appropriate Reception Desk for access to any Fitness or Spa Facilities. No one may enter the fitness facilities before or after its regular operating hours.

1. Fitness Professionals. First time users of the fitness facilities are encouraged to meet with a Fitness Staff Member for an orientation session. The Staff is available to provide orientation sessions for all Members, Lessees and Guests who wish to begin to use any of the fitness equipment or to participate in any fitness or physical training programs or classes. All questions regarding the use of fitness equipment or classes should be addressed to a fitness professional. Individualized training programs may be designed by the fitness Staff. Those interested in an individualized program are recommended to book a paid private service.

2. Access for Guests and Children. After completing a Fitness Orientation, Relatives and Guests 12 to 15 years of age may use the Fitness Center after 11:00 a.m. to closing from November 1<sup>st</sup> – April 30<sup>th</sup>. There are no time restrictions from May 1<sup>st</sup> through October 31<sup>st</sup>. In the Fitness Center, children under the age of 16 must be accompanied by an adult over 18 years of age. In all Locker Rooms children between the ages of 3 and 16 must be accompanied by an adult of the same gender. Members, Lessees, Relatives and Guests must be at least 18 years of age to use any wet areas. Children under the age of 18 must be accompanied by a parent when using the Spa Facilities. Children from 12 to 17 years of age may receive spa treatments from Staff or a contractor who is of the same gender. Rude or disruptive behavior, profanity, and smoking are prohibited. Members will have first priority for all aerobics classes.

3. Sanitary Considerations. Persons utilizing Spa or Physical Therapy facilities or treatments are expected to have bathed/showered either at home or at the venue before having their treatment or service.

## **B. Precautions.**

1. THE CLUB RECOMMENDS THAT PARTICIPANTS CONSULT A PHYSICIAN BEFORE BEGINNING ANY EXERCISE PROGRAM.

2. Before using any fitness equipment; or the spa facility, services or personal training sessions, all Members, Lessees and Relatives and Guests must complete and sign a liability waiver and/or other forms that set forth their personal health history and current health conditions.

3. The use of the Steam Rooms and Saunas should not exceed 15 minutes.

**C. Medical History.**

1. Persons with known medical histories, or who have had a recent medical event, are required to obtain a physician's written approval or medical clearance before beginning or returning to any exercise program.

2. The Spa reserves the right to refuse services to any person who is currently taking prescribed medications or who has a health condition which is contraindicated for a massage, facial or other service.

**D. Dress Code.** Proper fitness attire is required in the Fitness Center and Group Fitness Areas. Rubber-soled athletic shoes must be worn at all times for all activities. In the whirlpool, steam room and sauna areas, proper attire is required by all persons. Examples of appropriate and inappropriate fitness attire consist of:

Men: Workout shorts, t-shirts, sweatpants, sweatshirts or tank tops (except white tank top undergarments) are acceptable. Unacceptable attire includes but is not limited to torn or ripped clothing (e.g., cutoff shorts), and open-toe or open-heeled shoes (sandals, flip flops, etc.) and any other items deemed inappropriate by Fitness Center Staff.

Women: Workout shorts, t-shirts, sweatpants, sweatshirts, yoga attire or tank tops (except white tank top undergarments) are acceptable. Unacceptable attire includes but is not limited to torn or ripped clothing (e.g., cutoff shorts), open-toe or open-heeled shoes (sandals, flip flops, etc.), bathing suit tops and any other items deemed inappropriate by Fitness Center Staff.

**E. General.** Cell phone use is prohibited except in designated areas. No food or drink (except water) is permitted. Beverages are provided in the Reception Lounge areas only. Lockers may be checked out daily at no charge. Persons

should not enter or leave a group fitness or other classes after it has commenced.

**F. Use of Fitness Equipment.**

1. Anyone who uses any apparatus or fitness equipment or who uses any services provided in the Fitness Facility, does so at their own risk; and holds the Club and its Governors, Staff, representatives, Members and agents harmless from any and all losses, costs, claims, injuries, damages or liability resulting they are from and/or from any actor omission of any of the indemnified parties.

2. Weights or other equipment may not be used when persons exercise on treadmills, cardiovascular equipment, or other apparatus unless first approved by a Fitness Department representative. Treadmills and other cardiovascular equipment may be used for no more than 45 minutes if there are people waiting.

**G. Adjusting Channels and Temperatures.** Televisions are set to designated stations. The Staff may change the program schedules for major sporting or special events. Only Staff Members may adjust the temperatures in the following areas/facilities:

1. Whirlpool Baths
2. Steam Rooms
3. Saunas
4. Deluge Showers
5. Swiss Showers

**H. Group Exercise, Cycling, Pilates, Yoga and Other Classes.**

1. Class schedules are announced on the Website, in emails and via other media. Most classes require pre-registration. Members cannot sign up anyone except themselves. Class sizes usually are limited. The Staff will decide if creating a waiting list is appropriate. Members on any waiting list have priority over Relatives and Guests.

2. Participants should choose classes that are appropriate to their health, ability and activity level. The Club recommends that participants consult a physician before beginning any classes. Where appropriate, athletic footwear is required. Participants must be at least 12 years of age. All classes begin on time. Instructors may deny entry to participants who are late. Electronic devices are prohibited during class.

3. Participants who are disruptive or who endanger their own safety or

the safety of others may be removed from classes by the Staff. The instructor or may regulate the studio's temperature as well as the tempo and volume of any music utilized in the studio.

**I. Private Training, Yoga and Pilates Semi-Private Training.**

1. Private and semi-private sessions are available for personal training, yoga and Pilates. Fees for these services are charged to the participating Members' accounts. Appointments are required. If there is available space, Relatives and Guests may participate. A Member who sponsors a Relative or Guest is responsible for payment of all fees. All classes are at the Fitness Facility. Members may book standing appointments, if they have been made available. Members must follow the procedure for checking in at the Fitness Center reception desk. Participants should arrive at least 10 minutes before their scheduled appointments.

2. If an appointment for private or semi-private sessions of personal training, Pilates or yoga is missed, the responsible Member is required to pay for the missed session and will be billed accordingly. Appointments must be canceled by the responsible Member at least 24 hours in advance to avoid a full-payment penalty. "No shows" or cancellations which are not made at least three hours before the time of the appointment will result in a \$25.00 fee being charged to the Member's or Lessee's account.

3. Personal trainers and physical therapists, licensed or otherwise, that are not Staff or employees of the Club's contractors cannot train or otherwise assist any persons in the Fitness Center; or at Spa, pool, or other Club facilities.

**XI. GOLF**

**A. General Rules.**

1. All Members/Lesseees must attend a golf seminar provided by the Club prior to use of the Golf facilities.

2. The United States Golf Association Rules of Golf and any local Club Rules apply at all times.

3. Mutual courtesy and respect for all Members, the Staff, and for the golf courses is expected at all times.

4. Fixing of ball marks, filling of divots; and honoring of "cart path only" and "90 degree only" and all other instructions of the Golf Staff are mandatory.
5. League participation is reserved for Golf Members only.
6. "Cutting-in" and "jumping over" are not permitted at any time.
7. Only the practice range, short game areas, and practice putting greens ("**Practice Facilities**") may be used for practice. Practice is not allowed on the golf courses.
8. Golf Staff, Rangers and Starters have the right to enforce all Golf and other Club Rules including speed of play (refer to Pace of Play).
9. Registration receipts must be presented to the Starter to begin each round. Membership Cards must be presented if requested to ensure proper identification.
10. All tournament play must be approved in advance by the Board.
11. Each player must have his or her own set of clubs. No walking is permitted on the golf courses. Spectators are permitted only for specific Club events. Riders on carts are only allowed during certain times and a cart fee will be charged.
12. Golfers must check and receive a payment receipt at the Golf Registration Desk before each round. Before beginning play, the receipt must be presented to the Starter on the course being played.
13. No account credits will be given for any change in the number of holes played after the day of play.
14. The Registration Desk, Bag Room and Cart Room are Staff only areas.
15. Golf Member groups have exclusive access to all tee times prior to 11:30 a.m. from October 15 through May 15. During this timeframe, groups with Social or Tennis Members will be assigned tee times after 11:30 a.m.

**B. Golf Dress Code.**

1. Appropriate golf attire is mandatory for all golfers, and on all golf

courses and Practice Facilities. Not all merchandise sold in the Golf Pro Shop and other Club retail shops is acceptable for use on the golf courses or Practice Facilities. Players who do not comply with the dress code will not be permitted to play.

2. Members are responsible for the proper attire of their Relatives and Guests.

3. All persons must remain covered at all times while in the locker room areas.

4. Questions concerning proper attire should be directed to the Golf Pro Shop. Examples of appropriate and inappropriate golf attire consist of:

a. Men: Collared shirts with sleeves, mock turtlenecks and slacks are acceptable. Golf shorts of acceptable length, which is not shorter than four inches above the top of the knee nor longer than 2 inches below the bottom of the knee. Shirts must remain tucked inside the waistband of the shorts/slacks, unless specifically designed to be worn as an over blouse. Unacceptable dress includes but is not limited to; t-shirts, tank tops, tennis attire, swimwear, warmups, sweatpants, tights, jeans, cargo shorts, athletic shorts and any other items deemed inappropriate by the Golf Staff.

b. Women: Golf dresses and slacks. Golf shorts of acceptable length, which is not shorter than four inches above the top of the knee nor longer than 2 inches below the bottom of the knee. Shirts, blouses and golf tops are acceptable. All tops with shoulder strap, must have straps that are at least two inches wide. Blouses and shirts must remain tucked inside the waistband of the shorts/pants, unless specifically designed to be worn as an over-blouse or is designed to be worn either in or out. Unacceptable dress includes but is not limited to; tennis attire, swimwear, sweatpants, tights, jeans, athletic shorts, short shorts and any other items deemed inappropriate by the Golf Staff.

c. Headwear: Appropriate golf headwear is acceptable. All caps must be worn with the bill of the cap facing forward.

d. Footwear: All footwear worn on the golf courses, the Practice Facilities, and all Club venues must be spikeless. (Exercise caution as spikeless shoes may not provide appropriate traction on some surfaces, and on grass slopes, wet areas, wood, tile, etc.)

### **C. Tee Time Requests and Assignments.**

1. Tee time requests made through the Website are accepted between 7 and 60 days prior to the day of play. All Member-players on a single tee time request will receive an email confirming the request. There is no benefit as to how many days in advance the tee time request is made.

2. Tee time requests must be submitted NO LATER than 5:00 p.m., 7 days before the selected date of play.

TO PLAY ON:	SUBMIT BY 5:00 P.M. 7 DAYS BEFORE ON:	CONFIRMATION EMAIL @ 5:00 P.M.
SUNDAY	SUNDAY	MONDAY
MONDAY	MONDAY	TUESDAY
TUESDAY	TUESDAY	WEDNESDAY
WEDNESDAY	WEDNESDAY	THURSDAY
THURSDAY	THURSDAY	FRIDAY
FRIDAY	FRIDAY	SATURDAY
SATURDAY	SATURDAY	SUNDAY

3. Multiple tee time requests may be linked together with up to FOUR foursomes who seek to play in consecutive times per each request. All Linked groups must have at least three players in each group. Use of this request option may reduce tee time availability.

4. Tee Time assignments are made six days prior to the day of play. All Member-players will receive an email confirmation.

5. Player Changes. Groups who wish to change a player after a tee time assignment has been made may do so on the day of play during registration in the Pro Shop. Tee times are assigned based on the Membership priority of the group.

**\*\*\* Note: The player substituted or added must be from the same or higher Membership category. Individual Golfers looking for a game on the day of play will only be assigned to a group with a like priority.**

6. Phone Call Tee Times.

a. Phone calls for tee times are accepted from Golf Member groups beginning 3 days in advance of the date of play, between 7:00 a.m. and 5:00 p.m. Social Member groups may call 2 days in advance of the date of play, after 10:00 a.m.

b. Members calling during the above times may be assigned to a tee time or placed on the wait list. If, requested and if a better tee time becomes available, the Staff will notify the Member on the wait list that they have been taken from the wait list and assigned a new tee time.

7. Multiple Tee Time Rule. Multiple tee time requests submitted on paper should be stapled together. A Golf Member group may request up to three starting tee times under the following conditions:

a. Each player must be registered by name and Membership number.

b. The Starting Times Staff must be notified of all changes in players.

c. Multiple tee time groups must contain a minimum of three players on each card. If cancellations create a twosome, Staff will add players to the group and condense them or add another player.

8. Duplicate Requests. Members must organize games to avoid tee time request duplications. Group or individual players listed on more than one tee time request cards will be eliminated from all but one of the request cards as chosen at the Club's discretion.

9. Cancellations and The No-Show Rule. Cancellations must be made by calling 483-6390, which is accessible 24 hours a day. This rule applies to group, individual, league and tournament play.

10. No-Show Fees. No-Show fees of \$25 per person will be charged for each tee time reserved for each golfer who either does not present him/herself to register to play or if their reserved tee time is not timely cancelled. No-Show fees will be the responsibility of each individual player in a group. A Member who registers a group that contains Guest golfers is responsible for No Show fees assessed on each Guest. No-Show charges appear on all applicable Members' monthly statements as "Golf No-Show". To avoid No-Show fees, the following

cancellation rule must be complied with:

a. Reserved tee times must be canceled by 3:00 p.m. on the day prior to the date of play for any tee times before 11:00 a.m. and three hours in advance of tee times after 11:00 a.m.

b. Cancellations are made by notifying the Starting Time Cancellation Line at 483-6390 by giving the Member's name(s), their account number(s), and all tee time(s) being canceled.

11. Registration.

a. All players except singles must have a starting time prior to registration. To secure a starting time a group of Members who do not have a previously assigned tee time must call the Tee Time Registration phone (488-5660). All players must register at the Registration Desk before their tee time. The Registration Staff cannot sign in Members without a starting tee time. Starters cannot assign tee times.

b. When registering to play each Member must present their photo I.D. Membership Card, in person, to the Registration Desk. All Relatives and Houseguests must have a valid Gold Card or Houseguest Card or be accompanied by a Member. This rule applies to the use of all golf facilities.

12. Teeing Off.

a. At the starting hole, each group must put the ball in play at their scheduled time (or before, if so instructed by the Starter). This means that an 8:00 a.m. group must be available and have the 1st player tee off at 8:00 a.m. The other players must tee off as the previous player's ball comes to rest.

b. If a group arrives late for their tee time but before the next scheduled tee time, to begin play they must go to the 150-yard marker on the first hole to be played. If a group arrives after the next scheduled tee time, their tee time is forfeited, and they must reschedule.

13. Rain Checks. When rains cause termination of play, a full credit for that day's greens fees and cart fees will be issued if requested prior to teeing off on hole number 4. Players requesting rain checks prior to teeing off on hole numbers 5 through 13 will be charged for playing 9 holes. Rain check credits will ONLY be issued if requested on the day of play. It is the responsibility of each player to apply for a rain check. **No credit will be given for any change in fees**

**or players or the number of holes played after the day of play.**

**D. Golf Course Etiquette.** Each person using a golf course must do his or her part to make the round of golf a pleasant experience for everyone. The following rules will help do so:

1. Don't waste time. Be ready to make your shot when it is your turn to play. Shooting out of turn is permissible if doing so safely will contribute to the group's progress.

2. Never leave a cart in front of the green where you need to go back to get it (while the following players wait for you to get out of the way). Approach a green by driving the cart to the side or rear of the green. Preferably park on a cart path or other location that offers the best direct path to the next tee. (This can save about one-half hour per round.)

3. Always avoid roped off areas and follow all directional signs.

4. When play at a hole is completed, leave the green promptly and proceed to the next tee without delay. Do the scoring for the completed hole while the others in your group are playing from the next tee.

5. Repair ball marks on the greens, even those left by others.

6. All divots should be filled with sand from the sand buckets on all golf carts.

7. Carefully rake sand traps after use.

8. When a ball lands on private property, leave it there. Do not retrieve it.

9. Proper golf etiquette should always be observed. No excessive noise, Club throwing, or profanity is permitted at any time.

**E. Pace of Play.** Each group and all players in a group have equal responsibility to maintain a reasonable pace of play that allows all players on the golf course the opportunity to enjoy their round without being hurried but also without being delayed by slow play.

**What is a "reasonable pace of play?"** A reasonable pace of play is an 18-hole round of golf which, from the time the first player tees off on #1 until the last player

holes out on #18 takes between 3 hours, 50 minutes and 4 hours, 5 minutes. However, this does not mean that if the front nine is completed in 2 hours, 15 minutes, the back nine can be completed in 1 hour, 45 minutes. As a guideline, each consecutive 6 holes should be completed within 80 minutes.

To play at a reasonable pace, a group needs consistency. Your group's consistent pace throughout a round means a comfortable consistent pace for everyone.

**"Rabbits"** are groups that play faster than the pace of play guidelines mandate. They should slow their pace if they are "pushing" groups in front who are moving at a reasonable pace. Remember that "playing through" is not permitted as it has been shown to only delay the rest of the course.

**"Tortoises"** are golfers that play slower than the pace of play guidelines specify. If they are holding up groups behind them, they need to improve their pace. The rule is that they should tee off on the next hole from its 150-yard marker or they should skip the hole entirely.

For these rules to work, 100% cooperation is needed for 100% of the time. By following these rules players will become more aware of pace of play and their actions will contribute to the overall enjoyment of golf at the Club!

**F. Handicaps.** Handicaps are computed in accordance with current USGA recommendations. The computation of each Members' golf handicap is overseen by the Club's Golf Professionals.

1. Members must establish and continually maintain a handicap by use of the GHIN System (a GHIN's "app" is available on-line). In compliance with USGA guidelines, correct scores for all 18- or 9-hole rounds played must be entered for all game and tournament scores. To be eligible for net prizes, all participants must post at least five 18-hole scores in the six months preceding each event.

2. All Members and Guests who participate in Club-sponsored tournaments or outings that involve net-scoring must have handicaps that are either established or confirmed through the Club.

3. The Club reserves the right to alter Members' handicaps based on performance in more than one tournament or for such other reasons determined to be applicable by the Golf Professional Staff in its sole discretion.

**G. Junior Golfers, Certification.** Junior golfers who are 12 years of age or

under must be certified by the Golf Staff before using the Club's golf courses. The Golf Shop will make arrangements for certifications.

1. Any Relative or Guest under the age of 23 may play golf for the special rate of \$25 after 3:00 p.m.

2. To operate any golf cart on Club property, junior golfers must at least 16 years of age.

**H. Relatives.** All Relatives must present an active Gold Card to the Golf Registration Desk in order to receive any applicable discounted non-Member rates.

**I. Social/Tennis Membership Play.** Social and Tennis Members are permitted to play golf only after 11:30 a.m. from October 15 through May 15. Social and Tennis Members may not play golf as a Guest of a Golf Member.

**J. Lessee Play.** A first-year Lessee who takes a golf Membership will have Golf privileges during that year. Lessees of Golf Members may play golf only after 11:30 a.m. from October 1 through May 31 and anytime from June 1 through September 30. A Lessee may not be a Guest at the Club.

**K. Guest Play.** A request for a tee time for a group that includes a Guest may be made for any time, subject to such tee time restrictions as may be determined by the Board, or as otherwise provided for in these Rules. Relatives' times will receive a priority over all other Guest times.

**L. Practice Facilities.**

1. Only range balls are to be used on the golf Practice Facilities. Range balls may not be used on any golf courses, nor may they be removed from the golf Practice Facilities.

2. Hand bag ball shaggers are not allowed on the Practice Facilities or the golf courses.

3. On the Practice Facilities golf balls must only be hit from designated teeing areas. Hitting balls from the rough or sides of any Practice Facility is not permitted.

4. Proper golf attire is required at all times on the Practice Facilities (see Section XI.B above).

5. Children under the age of 13 (including certified junior golfers) must be accompanied by an adult.

**M. Golf Carts.**

1. Golf Cart Jurisdiction.

a. The Club has jurisdiction over and rules that apply to all golf carts that operate on our golf courses, near the Sports and Activities Building and the Country Club (Panache) Building, on golf course related cart paths, and on other Club property. BWMA has jurisdiction over and rules that apply to any carts that operate on all other areas within Boca West, including all streets, sidewalks and vehicle parking areas.

b. All Club-supplied and all Member-owned carts operated within Boca West must comply with all provisions governing cart use herein and all rules promulgated by BWMA. These Rules and BWMA rules are monitored and enforced independently of each other by the respective entities.

2. Rules That Apply to All Carts.

a. Cart Occupancy. Cart occupancy is limited to two adults. However, on Member owned carts, one child who can be seated comfortably between two adults, or two children both of which are under the age of 12 may be passengers, provided such use does not exceed manufacturers' recommendations. No child is permitted to sit on the lap of the driver of a cart. Golf threesomes and Foursomes are to use two carts.

b. Right-of-Way. Autos and pedestrians always have the right of way over carts.

c. Age Requirements. Each cart operator must be at least 16 years of age.

d. Clubs. Each cart must have a set of golf clubs for the driver and a separate set for any passenger who is playing golf.

e. Signs. All Members, Lessees, Relatives and Guests must obey all traffic signs and control devices, as well as cart and other directional signs; including all "Cart Path Only", "90 Degree Only", Course or Hole "Closed" signs.

f. 90 Degree Only. These signs require cart to be driven on the

cart path parallel to the hole until the cart reaches the side of the fairway near a ball; then taking a 90-degree turn, either right or left, and crossing the fairway directly to the ball. After the ball is struck, the cart is to be driven off the fairway by the shortest route possible.

g. Cart Paths and Travel. All motor vehicle laws and traffic regulations apply to the use of carts. Wherever possible carts are to use cart paths, "roughs" and cochina areas, especially when near tees and greens. Shortcuts across golf courses are prohibited. Carts must yield to golfers, autos and pedestrians. Carts must stay to the right on all cart paths.

h. Wet Areas. Avoid soft or wet areas, especially after rains.

i. Risk of Operation, Damages. Cart operation is at the risk of the operator. Members who allow non-Members to operate carts are responsible for same. Any cost to repair any damages to property or to a cart operated by a Member or his or her Relatives or Guests will be charged to such Member.

j. Non-Golf Access. Cart paths and other paths within all golf courses and the courses themselves are not to be used by joggers, walkers, cyclists or for any other non-golf related traffic or activities.

k. Disability Flags. Members who present the Membership Department a valid state issued disability permit will receive a numbered Disability Flag that will be placed on their golf bag. Disability Flags are non-transferrable and are designed for the sole use of the Members to whom they are issued. Flag recipients must sign off on and follow all rules pertaining to the use of Disability Flags. Members 85 years of age and older may register without a state issued permit.

l. Electric Carts, Directional Signals. All carts must use electrical power only. Mechanical or hand directional signals must be used by drivers of carts.

m. Accidents. Any cart operator who is involved in an accident resulting in injury or property damage of any amount must immediately notify the Boca West Security Emergency phone line (483-9229), the appropriate law enforcement agency and the Club.

n. Parking. Carts are to be parked in Cart Parking Areas located throughout the Club. They are not to park in motor vehicle parking areas, on cart paths or other areas that are not specifically for cart use.

o. Day and Night Driving. Cart use is permitted during the hours from sunrise to sunset. Carts with operable headlights, brake lights and directional signals may be used after sunset on cart paths adjacent to a golf course but not on any golf course.

p. Grievances and Violations. Violations of the Club's cart rules may result in a grievance being filed with the Club against the responsible Member. BWMA Security personnel may issue citations for violations of BWMA rules and for violations of applicable state and local laws or regulations.

q. Indemnification. Every person who operates a cart on Club property, agrees, by virtue and as a condition of owning and/or operating a cart on Club property, to indemnify and to hold the Club, its officers, directors, Staff and Members harmless from and against any and all losses, liabilities, damages, costs and expenses related to or arising out of injury to or death of persons, or damage to property occasioned by, resulting from or arising out of the ownership or operation of a cart on Club property and in the community.

### 3. **Additional Rules That Apply to Member-Owned Carts.**

a. Registration. After completing the BWMA's separate cart registration process, a Member who owns a private cart must bring the cart to the Membership office, record the cart's serial number, and obtain trail fee decals. First time cart registrations require the following: (i) a completed application for Private Cart Privileges (available in the Membership office); (ii) a signed copy of the Private Cart Rules; (iii) payment to the Club of the then applicable annual trail fee; and (iv) confirmation of the cart's serial number that was previously supplied to BWMA.

b. Condition and Operation. Member-owned carts must be maintained properly, in good operating condition and comply with all cart requirements established by BWMA.

c. Trail Fee Family. The spouse of an Equity Member may have a private cart under the option of Trail Fee Family.

d. Sand. Carts must be equipped with sand.

e. Check in. Members with private carts must first register at the Golf Pro Shop before going to an assigned course to tee off. They cannot go directly from their home to the course.

f. **Radios.** Cart radios may be used only when other people near the cart will not be affected.

g. **Simultaneous Play.** Each Member-owned cart with a Family Trail Fee and family membership entitles a husband and wife, playing separately, to use a Club cart when one spouse is using the Member-owned cart. When more than two family members on a family trail fee Membership play golf simultaneously, each additional charged the normal cart fee.

h. **Guest Use and Fees.** Houseguests with a valid Houseguest Card are permitted to use a Member-owned cart. All Guests are charged the normal Guest cart rate when using a Member-owned cart.

i. **Liability Insurance.** Each owner of a Member-owned cart shall maintain a minimum of \$300,000 of personal liability insurance coverage, and coverage for the cart's operation within the Boca West community.

j. **Breakdowns.** Member-owned carts that become inoperable during play will be replaced with a rental cart at no charge and will be towed to the Clubhouse. The Club accepts no responsibility for any damage that may occur during towing. The Club does not provide private cart storage or maintenance. During repairs to Member-owned carts, in any one Membership year, a rental cart is provided at no charge for a maximum of three rounds.

#### 4. **Additional Rules That Apply to Club Supplied Carts.**

a. **Golf Use.** The Club's carts are to be used only for playing golf or for going to or from a golf course or golf practice facility. At no time may the Club's carts be used: off the assigned golf course; for personal errands; or for travel to, from, or within any residential village. The Club's carts must be returned to the Cart Storage Area after the completion of play. A \$25.00 recovery charge will be assessed for Club carts that are not returned timely.

b. **Occupancy.** No more than two people can ride on a Club cart at any time.

c. **Charges.** Cart use fees are charged individually to each of two Members who share a Club supplied cart, except that Members who have paid Trail Fees are not charged for their use of a Club cart. Members are responsible for their Guest's Cart Fee.

d. **Cart Condition.** Club supplied carts are to be returned in the

same condition they were in when they left to begin a round of golf. If the cart malfunctions during play, on request, a replacement cart will be delivered to the course at no charge.

The cart rules may be amended from time to time. Violations of these rules may result in the loss of a Member's cart privileges and/or playing privileges.

## **XII. TENNIS**

### **A. Tennis Etiquette.**

1. Proper tennis etiquette must be observed at all times. Excessive noise, racquet throwing, profanity or other unsportsmanlike conduct is not permitted. Such conduct may result in a player being asked to vacate the court, or the commencement of a grievance procedure.

2. All players should arrive at the assigned court at least 10 minutes before their scheduled starting time. If other Members are still playing when players arrive at an assigned court, noise and movement should be kept to a minimum. Players should be allowed to finish a game in progress whenever possible.

3. Bicycles, mopeds, vehicles and golf carts must be parked in the appropriately marked locations, and not between courts or on walkways. Their operators should be considerate of players at all times. Golf carts, mopeds, bicycles, etc. may not be driven on any path in the tennis complex.

### **B. Dress Code.**

1. Proper tennis attire must always be worn. Players must wear acceptable tennis shoes. Colors are permitted. Cutoffs, Bermuda shorts, jeans, bathing suits, tank tops, cargo pants and gym shorts are not permitted.

2. Collared shirts are recommended. Tennis specific or Boca West t-shirts are permitted. All hats must be worn with the bill facing forward at ALL times. Remember that tennis shirts must be tucked in when in the dining rooms.

### **C. Reservations.**

1. Card System Reservations. When reserving a tennis court using the card system, Members must supply the following: (i) name and Member number of each player in the group. (Member numbers are available in the Club directory,

directory on-line or at the Pro Shop); (ii) the time the group would like to play; (iii) the designation of preference to play earlier or later if the desired time is not available; and (iv) times the group is unavailable to play. All of the foregoing information must be entered on the Court Time Request Card, which can be emailed through the Website, faxed or dropped off at the Tennis Pro Shop. Completed cards can be submitted up to 30 days in advance of the desired date of play and up to 1:00 p.m., four days in advance of the reservation.

2. Court Time Reservation Schedule.

**Court Time Request Cards for:**

**Must be received by 1 p.m. on:**

SUNDAY  
MONDAY  
TUESDAY  
WEDNESDAY  
THURSDAY  
FRIDAY  
SATURDAY

WEDNESDAY  
THURSDAY  
FRIDAY  
SATURDAY  
SUNDAY  
MONDAY  
TUESDAY

3. The computer assigns court times on a "weighted" system, based on the previously assigned times the players in the group have received. Points are earned when your actual time is more than 15 minutes from your first choice. Court assignments will also be prioritized based on the number of Lessees, Relatives, Guests and non-tennis or tennis Members in the group in accordance with Club policy. During the period of November 1 through April 30, Social and Golf Members may not play before 11:00 a.m.

4. Court times may be checked on the Website and App using the computerized reservation system, 24 hours a day.

5. Court times and assignments are posted throughout the Tennis Center and on the Website and App, four days in advance.

6. A complete history of each player's assigned court times is available for review at any time.

7. Non-Tennis Members may reserve courts free-of-charge for use starting at noon daily. Non-Tennis Members cannot participate in any tennis leagues or tournaments, as they are reserved for tennis Members only. An exception is that the Members who join the "20-plays-for-\$400" program may participate in tournaments and in league play. This Membership is only extended

to first time tennis players for one year.

8. In Person Reservations. A Member may make a reservation in person at the Pro Shop one, two or three days in advance, or by telephone at 488-6996. The Staff will take reservations at the desk only if other Members are not waiting.

9. Reservations Changes. Any number of names in a tennis group may be changed prior to the day of the reservation.

**\*\*\* Note: The player substituted or added must be from the same or higher Membership category. i.e.: Any substitute for a full or tennis Equity Member must be a full or tennis Equity Member.**

*Individual Tennis players looking for a game on the day of play will only be assigned to a group with a like level of play.*

#### **D. Restrictions on Play.**

1. Play will be limited to 1-1/2 hours for doubles or singles unless otherwise determined by the Tennis Committee or, under special circumstances, determined by the Director of Tennis. During exceptionally crowded periods of play, all doubles play will be limited to one hour and singles play may be eliminated.

2. If there are more than 60 reservations submitted for the peak hours of a given day, the Director of Tennis, at his or her discretion, may modify the reservation system. If selected, all reservations will fall into 1 of 2 time slots; 8:00 a.m. to 9:30 a.m. or 9:30 a.m. to 11:00 a.m. This insures 2 full rotations on the available courts.

3. Each Member may have only one open reservation at any given time. (i.e.: A Member may not receive an evening court time until after completing the earlier court time.)

#### **E. Registration to Play.**

1. Membership Cards, Gold Cards or Houseguest Cards must be presented, and all fees paid when registering for tennis play. All players must register at the Pro Shop before going to a court. Members who do not have their Membership Card may not be a Guest of another Member. Guests may not have Guests.

2. All players are required to sign-in for reserved courts at least 10 minutes prior to their reserved time. Players who do not sign-in 10 minutes prior to their reserved time may have their court reassigned to Members who are awaiting a walk-on court.

3. A group that has already played may sign-up for an additional court beginning 10 minutes after the end of their time or they may continue on the same court, if no players show up to play.

**F. Walk-on Courts.** Members may sign up for a walk-on court either individually or as a group. If two or four Members wish to play together, all players must be present when signing in for a walk-on court. Courts will be assigned by the Staff on a first come first serve basis. Every effort will be made to assign groups by levels of play. Priority will always be given to Members who have not already played.

**G. Rain Day Court Assignments.**

1. If there is rain during the night that results in closed courts:

a. Reservations will be honored from the time the courts are opened. To accommodate all reservations, all dry courts will be used (including walk-on courts).

b. Players with reservations for courts that are not dry and available for play, will be wait-listed and assigned a court by lottery. The Staff may also group players in order to include them in the lottery. The Director of Tennis may determine that play will be limited to doubles only.

2. If there is rain during play that results in closed courts:

a. If the rain delay is less than 45 minutes, groups can return to their courts and finish their time. They may also choose to forfeit the balance of their reserved time and sign up for a future court time or walk-on court. Players who have not played are always given preference on the walk-on list.

b. If rain delay is longer than 45 minutes, all reservations for the time after the courts reopen will be honored. All other groups will sign in on a waiting list and, as courts become available, groups will be assigned a court by lottery.

**H. Night Play.** Lights will be turned on only if a court reservation is made. Reservations must be made during pro shop hours. Reservations will be posted at the main pro shop entrance after hours. Sign up priority for night play will be on the same basis as daytime play.

**I. Morning League Players.** Members participating in prime-time league matches may not reserve a court or take a walk-on court prior to participating in a league match on the same day.

**J. Lessee Play.** Lessees who have a Tennis Membership may play tennis without a time restriction for a period of one year. All other Lessees with Club privileges may play tennis after 11:00 a.m. daily. These time restrictions will be in effect from October 1 through May 31.

**K. Guest Play.**

1. A request for Guest time may be made for any time. Relatives will receive a priority over all other Guest times.

2. Guest court time restrictions may be put into effect as determined by the Board.

3. Guests will be charged the fees listed on the annual Schedule of Fees.

4. Each Member may bring up to three Guests.

5. Houseguests (not accompanied by a Member) must present a valid Houseguest Card. Also refer to Guest Rules under Section II above.

**L. Relatives.** Each Relative must have an active Gold Card and present it to the Tennis registration desk at the time of play in order to play in priority court time over other guest requests. The Relative must be accompanied by the Member or present a valid Gold Card. For information on obtaining a Gold Card, refer to Gold Card and Guest provisions of the Club Rules.

**M. Complimentary Guest Days.** The Board will determine the period each year when Members may bring Guests without the payment of a Guest court fee. The days and times will be determined and announced annually and may vary.

**N. Junior Players.** Juniors under the age of 22 may play after 12:00 p.m. at no charge.

### **XIII. PICKLEBALL.**

1. Courts open daily from 8:00 am – 11:00 a.m.
2. Reservations and lessons from 11:00 a.m.– 5:00 p.m.
3. Special events take priority over organized play, tournaments, clinics and exhibitions.
4. Tennis Staff has priority and reserves the right to book the hard court for touring professionals.
5. A Member can only book a court up to two days in advance.
6. Lottery for reservations may be used if necessary.
7. All Members must sign in at the tennis Pro shop before going to the court.
8. Relatives with active Gold Cards will pay court fees in accordance with the Club's current Fee Schedule.
9. Must wear appropriate athletic clothing and non-marking tennis shoes.

### **XIV. MEMBERSHIP PARK.**

**A. Dog Park.** With the exception of the designated fenced areas, dogs must be on a leash at all times. There are bag stations and litter cans available for owners to scoop the poop. Owners must accompany their dogs at all times. Puppies under four months, female dogs in heat or sick dogs are not permitted in the park. No food, alcohol, bikes, roller blades or skateboards are allowed at the park. Aggressive behavior of a pet must be stopped immediately. Dog owners are responsible for the actions of their dogs and any damage or injury to a person or property caused by the same. Dog owners who violate these rules are subject to the Club's disciplinary process including possible grievance.

**B. Permitted Use.** A Houseguest with an active Houseguest Card may use the park without a Member. A Relative with an active Gold Card may use the park without a Member. A Day Guest (without any active card) must be accompanied by a Member when using the park.

**Exhibit "B"**

NOT A CERTIFIED COPY

7835 LAKESIDE BLVD  
 UNIT# 963  
 BOCA RATON FL 33434 - 6214

6/2/2023

Application Fee \$428.00  
 Equity \$100.00  
 Capital Improvement \$89,900.00  
 Dues Principal 18/19 \$13,348.25  
 Dues Principal 19/20 \$13,851.15  
 Dues Principal 20/21 \$14,466.40  
 Dues Principal 21/22 \$15,370.55  
 Dues Principal 22/23 \$18,040.20  
 Interest \$34,274.42  
 Total Due: \$199,778.97

Month	Interest	Dues	BALANCE	Principal Balance
Sep-18	\$200.22	\$13,348.25	\$13,548.47	\$13,348.25
Oct-18	\$200.22		\$13,748.69	\$13,348.25
Nov-18	\$200.22		\$13,948.91	\$13,348.25
Dec-18	\$200.22		\$14,149.13	\$13,348.25
Jan-19	\$200.22		\$14,349.35	\$13,348.25
Feb-19	\$200.22		\$14,549.57	\$13,348.25
Mar-19	\$200.22		\$14,749.79	\$13,348.25
Apr-19	\$200.22		\$14,950.01	\$13,348.25
May-19	\$200.22		\$15,150.23	\$13,348.25
Jun-19	\$200.22		\$15,350.45	\$13,348.25
Jul-19	\$200.22		\$15,550.67	\$13,348.25
Aug-19	\$200.22		\$15,750.89	\$13,348.25
Sep-19	\$200.22		\$15,951.11	\$13,348.25
Oct-19	\$407.99	\$13,851.15	\$30,210.25	\$27,199.40
Nov-19	\$407.99		\$30,618.24	\$27,199.40
Dec-19	\$407.99		\$31,026.23	\$27,199.40
Jan-20	\$407.99		\$31,434.22	\$27,199.40
Feb-20	\$407.99		\$31,842.21	\$27,199.40
Mar-20	\$407.99		\$32,250.20	\$27,199.40
Apr-20	\$407.99		\$32,658.19	\$27,199.40
May-20	\$407.99		\$33,066.18	\$27,199.40
Jun-20	\$407.99		\$33,474.17	\$27,199.40
Jul-20	\$407.99		\$33,882.16	\$27,199.40
Aug-20	\$407.99		\$34,290.15	\$27,199.40
Sep-20	\$407.99		\$34,698.14	\$27,199.40
Oct-20	\$624.99	\$14,466.40	\$49,789.53	\$41,665.80
Nov-20	\$624.99		\$50,414.52	\$41,665.80
Dec-20	\$624.99		\$51,039.51	\$41,665.80
Jan-21	\$624.99		\$51,664.50	\$41,665.80
Feb-21	\$624.99		\$52,289.49	\$41,665.80
Mar-21	\$624.99		\$52,914.48	\$41,665.80

Month	Interest	Dues	BALANCE	Principal Balance
Apr-21	\$624.99		\$53,539.47	\$41,665.80
May-21	\$624.99		\$54,164.46	\$41,665.80
Jun-21	\$624.99		\$54,789.45	\$41,665.80
Jul-21	\$624.99		\$55,414.44	\$41,665.80
Aug-21	\$624.99		\$56,039.43	\$41,665.80
Sep-21	\$624.99		\$56,664.42	\$41,665.80
Oct-21	\$855.55	\$15,370.55	\$72,890.52	\$57,036.35
Nov-21	\$855.55		\$73,746.07	\$57,036.35
Dec-21	\$855.55		\$74,601.62	\$57,036.35
Jan-22	\$855.55		\$75,457.17	\$57,036.35
Feb-22	\$855.55		\$76,312.72	\$57,036.35
Mar-22	\$855.55		\$77,168.27	\$57,036.35
Apr-22	\$855.55		\$78,023.82	\$57,036.35
May-22	\$855.55		\$78,879.37	\$57,036.35
Jun-22	\$855.55		\$79,734.92	\$57,036.35
Jul-22	\$855.55		\$80,590.47	\$57,036.35
Aug-22	\$855.55		\$81,446.02	\$57,036.35
Sep-22	\$855.55		\$82,301.57	\$57,036.35
Oct-22	\$1,126.15	\$18,040.20	\$101,467.92	\$75,076.55
Nov-22	\$1,126.15		\$102,594.07	\$75,076.55
Dec-22	\$1,126.15		\$103,720.22	\$75,076.55
Jan-23	\$1,126.15		\$104,846.37	\$75,076.55
Feb-23	\$1,126.15		\$105,972.52	\$75,076.55
Mar-23	\$1,126.15		\$107,098.67	\$75,076.55
Apr-23	\$1,126.15		\$108,224.82	\$75,076.55
May-23	\$1,126.15		\$109,350.97	\$75,076.55
	<b>\$34,274.42</b>	<b>\$75,076.55</b>	<b>\$109,350.97</b>	<b>\$75,076.55</b>

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# EXHIBIT "C"

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

CASE NO. 502022CA001496XXXMB

BOCA WEST MASTER ASSOCIATION INC

Plaintiff(s) / Petitioner(s),

vs.

RICHARD J LICATA; UNKNOWN SPOUSE OF RICHARD J  
LICATA; ARBOR LAKE AT BOCA WEST CONDOMINIUM  
ASSOCIATION INC; BOCA WEST COUNTRY CLUB INC;  
UNKNOWN TENANT 1; UNKNOWN TENANT 2

Defendant(s) / Respondent(s)

### CERTIFICATE OF TITLE

THE UNDERSIGNED CLERK OF this Circuit Court Certifies that a Certificate of Sale was executed and filed in this action on May 08, 2023 for the property described herein and that objections to the sale have either not been filed within the time allowed by statutory law or, if filed, have been heard by the court. The property in Palm Beach County, Florida is described as follows:

**Unit No. 3042 of THE HAMMOCKS II AT BOCA WEST, A CONDOMINIUM,  
according to the Declaration of Condominium thereof recorded in Official Record  
Book 3197, Pages 1210 through 1281 inclusive of the Public Records of Palm Beach  
County, Florida.**

was sold to:

**ANDREW BIZAEV  
923 Normandy Lane  
Delray Beach, FL 33484 .**

WITNESS my hand and seal of this Court on May 24, 2023.

Joseph Abruzzo, Clerk of the Circuit Court & Comptroller, Palm Beach County



By: \_\_\_\_\_

Deputy Clerk, Edward Wilhelms

Consideration: \$10,100.00  
Documentary stamps: \$70.70

# **EXHIBIT "D"**

*NOT A CERTIFIED COPY*



# BOCA WEST COUNTRY CLUB

June 2, 2023

Mr. Andrew Bizaev  
923 Normandy T Ln.  
Delray Beach, FL 33484

Re: Equity Membership for Arbor Lake Villas, Unit # 3042

Dear Mr. Bizaev:

We are in receipt of a deed indicating that you purchased a residence in Boca West. Congratulations! You will be among 3,400 families who call Boca West home and capture the unique blend of luxury and sense of family typical of our community.

A person or corporation obtaining title to a home in Boca West is required to become a Social Member of Boca West Country Club and is further required to maintain said Membership in good standing during the period of Ownership. The amount to be paid to the Club for membership (Equity) is \$100 along with a Non-refundable Joining fee of \$89,900. Bringing the total to acquire an equity membership to \$90,000.00. Please be aware that this property currently has an outstanding balance of \$89,141.61. This balance is required to be paid before this Membership may be issued to you.

The equity membership is further explained in the attached Membership Payment Agreement. Payment of social dues is also required and will afford you the right to use all of the Club's facilities. You may choose to acquire upgraded membership privileges for golf or tennis to eliminate fees for the use of those facilities and we will be happy to discuss this option with you when you come to our office.

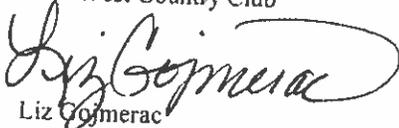
Enclosed in this package are documents pertaining to membership in the Club. Please review the materials carefully and return the following to the membership office in the enclosed postage-paid envelope:

1. Fully completed and signed Application for Membership along with proof of age for children listed on the membership and the proper documentation for students if applicable.
2. \$642.00 non-refundable Application Processing Fee. Please make check payable to Boca West Country Club Inc.
3. Signed Membership Payment Agreement,
4. Signed Seventy- Five Mile Rule,
5. Certificate of Approval by the Village Management Company,
6. Photocopies of driver's license or passport.

Please call me upon receipt of this package to arrange a meeting and orientation. This is to insure that you become familiar with the Club's amenities and policies prior to the use of the facilities.

We look forward to having you as a homeowner and welcoming you to Boca West.

Sincerely,  
Boca West Country Club

  
Liz Gojmerac  
Admissions Manager

MR. RICHARD J LICATA  
MEMBER NUMBER 5889

20039 BOCA WEST DR

BOCA RATON FL 33434

Dues Principal 18/19	\$13,348.25
Dues Principal 19/20	\$13,851.15
Dues Principal 20/21	\$14,466.40
Dues Principal 21/22	\$15,370.55
Dues Principal 22/23	\$18,040.20
Interest	\$34,274.42
Fees	\$8,090.64
Payments	\$0.00
<b>Total</b>	<b>\$117,441.61</b>

Less: Equity Refund (\$28,300.00)

**Balance Due: \$89,141.61**

MR. RICHARD J LICATA  
MEMBER NUMBER 5889  
DUES

Month	Interest	Fees	Dues	(Pmt)	BALANCE	Principal Balance
Dues for Fiscal 18/19			\$13,348.25		\$13,348.25	\$13,348.25
Sep-18	\$200.22				\$13,548.47	\$13,348.25
Oct-18	\$200.22				\$13,748.69	\$13,348.25
Nov-18	\$200.22				\$13,948.91	\$13,348.25
Dec-18	\$200.22				\$14,149.13	\$13,348.25
Jan-19	\$200.22				\$14,349.35	\$13,348.25
Feb-19	\$200.22				\$14,549.57	\$13,348.25
Mar-19	\$200.22	\$389.14			\$15,138.93	\$13,348.25
Apr-19	\$200.22	\$1,031.00			\$16,370.15	\$13,348.25
May-19	\$200.22	\$1,988.00			\$18,558.37	\$13,348.25
Jun-19	\$200.22				\$18,758.59	\$13,348.25
Jul-19	\$200.22	\$2,245.00			\$21,203.81	\$13,348.25
Aug-19	\$200.22	\$471.50			\$21,875.53	\$13,348.25
Sep-19	\$200.22				\$22,075.75	\$13,348.25
Oct-19	\$407.99	\$22.00	\$13,851.15		\$36,356.89	\$27,199.40
Nov-19	\$407.99	\$37.00			\$36,801.88	\$27,199.40
Dec-19	\$407.99				\$37,209.87	\$27,199.40
Jan-20	\$407.99				\$37,617.86	\$27,199.40
Feb-20	\$407.99				\$38,025.85	\$27,199.40
Mar-20	\$407.99				\$38,433.84	\$27,199.40
Apr-20	\$407.99				\$38,841.83	\$27,199.40
May-20	\$407.99				\$39,249.82	\$27,199.40
Jun-20	\$407.99				\$39,657.81	\$27,199.40
Jul-20	\$407.99				\$40,065.80	\$27,199.40
Aug-20	\$407.99				\$40,473.79	\$27,199.40
Sep-20	\$407.99				\$40,881.78	\$27,199.40
Oct-20	\$624.99		\$14,466.40		\$55,973.17	\$41,665.80

Month	Interest	Fees	Dues	(Pmt)	BALANCE	Principal Balance
Nov-20	\$624.99				\$56,598.16	\$41,665.80
Dec-20	\$624.99				\$57,223.15	\$41,665.80
Jan-21	\$624.99				\$57,848.14	\$41,665.80
Feb-21	\$624.99				\$58,473.13	\$41,665.80
Mar-21	\$624.99				\$59,098.12	\$41,665.80
Apr-21	\$624.99				\$59,723.11	\$41,665.80
May-21	\$624.99				\$60,348.10	\$41,665.80
Jun-21	\$624.99				\$60,973.09	\$41,665.80
Jul-21	\$624.99				\$61,598.08	\$41,665.80
Aug-21	\$624.99				\$62,223.07	\$41,665.80
Sep-21	\$624.99				\$62,848.06	\$41,665.80
Oct-21	\$855.55				\$79,074.16	\$57,036.35
Nov-21	\$855.55		\$15,370.55		\$79,929.71	\$57,036.35
Dec-21	\$855.55				\$80,785.26	\$57,036.35
Jan-22	\$855.55	\$22.00			\$81,662.81	\$57,036.35
Feb-22	\$855.55				\$82,518.36	\$57,036.35
Mar-22	\$855.55	\$365.00			\$83,738.91	\$57,036.35
Apr-22	\$855.55	\$129.00			\$84,723.46	\$57,036.35
May-22	\$855.55	\$11.00			\$85,590.01	\$57,036.35
Jun-22	\$855.55	\$11.00			\$86,456.56	\$57,036.35
Jul-22	\$855.55	\$11.00			\$87,323.11	\$57,036.35
Aug-22	\$855.55	\$11.00			\$88,189.66	\$57,036.35
Sep-22	\$855.55	\$262.00			\$89,307.21	\$57,036.35
Oct-22	\$1,126.15	\$96.00	\$18,040.20		\$108,569.56	\$75,076.55
Nov-22	\$1,126.15	\$59.00			\$109,754.71	\$75,076.55
Dec-22	\$1,126.15	\$288.00			\$111,168.86	\$75,076.55
Jan-23	\$1,126.15				\$112,295.01	\$75,076.55
Feb-23	\$1,126.15	\$188.00			\$113,609.16	\$75,076.55
Mar-23	\$1,126.15	\$107.00			\$114,842.31	\$75,076.55
Apr-23	\$1,126.15	\$273.00			\$116,241.46	\$75,076.55
May-23	\$1,126.15	\$74.00			\$117,441.61	\$75,076.55
	\$34,274.42	\$8,090.64	\$75,076.55	\$0.00	\$117,441.61	\$75,076.55

NOT A CERTIFIED COPY

EQ #



# BOCA WEST COUNTRY CLUB BOCA WEST COUNTRY CLUB MEMBERSHIP PAYMENT AGREEMENT (New Member)

The undersigned applies for a Boca West Membership in Boca West Country Club, Inc., a Florida not-for-profit corporation (the "Club"), and agrees to pay to the Club for membership (equity) the sum of \$100 in addition to a Non-refundable Capital Improvement Fund of \$89,900. Bringing the total required amount of *Ninety Thousand Dollars and 00/100 (\$90,000.00)\*\**, see detail below.

This Membership Payment Agreement is irrevocable after it has been mailed or delivered to the Club Membership Office unless the undersigned is not approved for membership. No membership shall be issued until the undersigned is approved for membership by the Board of Governors.

The undersigned hereby agrees to be bound by the provisions of the Articles of Incorporation and the By-Laws of the Club. The undersigned further agrees to comply, and to cause all family members, tenants and guests of the undersigned to comply, with all rules and regulations of the Club in effect or as they may be amended from time to time.

Please submit a check in U.S. funds payable to BOCA WEST COUNTRY CLUB, INC. for the full amount and deliver this completed and signed Membership Payment Agreement, Application for Membership and the required payment to the Club Membership Office at Boca West Country Club, 20583 Boca West Drive, Boca Raton, FL 33434.

Dated: \_\_\_\_\_, 20\_\_\_\_

Applicant Andrew Bizaev

Applicant \_\_\_\_\_

20039 Boca West Dr.  
Street Address

Arbor Lake Villas # 3042  
Village Name Unit Number

Boca West Country Club  
Village Name Unit Number

\_\_\_\_\_  
Seller

Approved and Accepted:  
Boca West Country Club, Inc.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Equity	\$100.00
Non-refundable Capital Improvement Fund	<u>89,900.00</u>
Total	\$90,000.00

\*\* All amounts are subject to change. Amount to be paid to the Club will be determined by the prices in effect on the date of settlement on the Boca West Website. Boca Raton, Florida 33431 | 561.488.6990 | www.bocawestcc.org



**ACKNOWLEDGMENT AND AGREEMENT**  
(75 Mile Privilege)

THIS ACKNOWLEDGMENT AND AGREEMENT (this "**Agreement**") is made and entered into as of the \_\_\_ day of \_\_\_, 20\_\_ by the undersigned (individually, or if more than one, collectively, the "**Candidate**") in favor of Boca West Country Club, Inc., a Florida corporation not for profit (the "**Club**").

WHEREAS, the Club's bylaws (the "**Bylaws**") and Rules and Regulations (the "**Rules**" and collectively, together with the Bylaws, as previously amended and as they may be amended hereafter, the "**Governing Documents**"), provide that any person who owns or acquires residential property ("**Boca West Property**") in the Boca West community ("**Boca West**") and who then or thereafter owns or resides in another property zoned for residential use located outside, but within a 75 mile radius of, Boca West ("**External Property**"), shall be considered for Club membership, or allowed to continue as a member of the Club ("**Member**"), with Limited Social Membership Privileges (as hereinafter defined); and

WHEREAS, notwithstanding the foregoing, pursuant to the Governing Documents, the Club's Board of Governors (the "**Board**") has the right, in its sole and absolute discretion, to grant Golf, Racquet Sports, or full Social membership privileges ("**Additional Use Privileges**") to a Member with Limited Social Membership Privileges.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Recitals; Defined Terms.** The foregoing recitals are true and correct and are incorporated by reference herein. All capitalized terms not defined herein shall have the meanings as are ascribed to them in the Rules.
2. **Effective Date.** Upon the Board's approval of the Candidate for Club membership and complete execution of this Agreement by all parties (the "**Effective Date**"), this Agreement is binding on all signatories hereto.
3. **Term.** The term of this Agreement begins on the Effective Date and ends immediately upon the date the last Candidate signatory hereto ceases to own their Boca West Property or ceases to be a Club Member, whichever occurs first (the "**Term**").
4. **Representations and Warranties.** Candidate hereby represents and warrants to Club [initial (A) or (B), whichever is applicable]:
  - A.   Candidate does not now own and/or reside in an External Property. However, Candidate acknowledges and agrees to comply with the requirements of this Agreement and the applicable provisions of the Governing Documents in the future in the event the preceding sentence is no longer accurate.
  - B.   Candidate does own and/or reside in an External Property.
5. **Candidate's Election of a Category of Membership Use Privileges.** In the event Candidate initials **Section 4.B** above (designating current ownership of and/or residency in an External Property), Candidate

hereby requests consideration for the following membership use privileges, if accepted for Club membership [initial (A) or (B), whichever is applicable]:

A.   Limited Social Membership Privileges. Under this membership category, Members shall be subject to the following (collectively, "**Limited Social Membership Privileges**"): Limited Social Members have no right to play or practice golf, tennis or pickleball. Limited Social Members may only patronize the Club's dining facilities for breakfast and lunch, and are permitted to attend social events if there is remaining availability after lotteries are completed. Further, Limited Social Members may only use the Spa and Aquatic Center from May 1 through October 31, and the Fitness Center after 11:00 a.m.

B.   Additional Use Privileges. Subject to Section 6 below, Candidate hereby requests Board approval for one of the following Additional Use Privileges [check designated category]:

Full Social Membership; or

Golf Membership; or

Racquet Sports Membership.

6. Restrictions on Leasing and Use or Occupancy of the Candidate's Boca West Property. If the Board approves the Candidate's request for Additional Use Privileges, the Candidate acknowledges and agrees that during the Term of this Agreement, the only persons who may use or occupy the Candidate's Boca West Property for any period of time are the Candidate and the Candidate's parents, grandparents, children, children's spouses and grandchildren (collectively, "**Relatives**"), and no other persons. With the exception of Relatives, no Member with Additional Use Privileges shall permit any third party to lease, use or occupy their Boca West Property. Within 10 calendar days of the Club's request, Candidate shall provide to the Club such documentation as may be necessary or required to verify the Candidate's relationship with any occupant of Candidate's Boca West Property.

7. Club Dues.

A. Limited Social Membership Category. Candidate's dues obligations shall be the amount set by the Club annually for an annual family social membership, notwithstanding the limitations on Candidate's use privileges as set forth herein.

B. Additional Use Privilege Categories. Candidate's dues obligations shall be the amount set by the Club annually for the Golf, Racquet Sports or Full Social Membership category chosen by the Candidate above and approved by the Club below. Nothing herein precludes a Member with Additional Use Privileges to elect to change their membership category annually by use of the Club's dues selection worksheet.

8. Alternative Ownership. In the event a Boca West Property is owned by an Alternate Owner, this Agreement shall be binding upon any Candidate who directly or indirectly owns more than 25% of the beneficial or record ownership of such Alternate Owner. For purposes hereof, "**Alternate Owner**" shall mean any record title owner other than (i) an individual, natural person, or (ii) a husband and wife. Examples of Alternative Owners include, without limitation, corporations, limited liability companies, partnerships, trusts, and tenancies in common.

9. Future Acquisitions and Residencies. In the event the Candidate does not own and/or reside in an External Property as of the Effective Date but hereafter acquires and/or resides in an External Property at any time after becoming a Club Member, then that Member must execute and submit to the Club a new version of

this Agreement in such form as is then effect, which, if executed by the Club, shall supersede and replace the terms herein.

10. **Violations and Remedies.** Violations of the terms hereof may subject the Candidate/Member to all the provisions set forth in the Governing Documents that includes but is not limited to the immediate suspension of privileges or the filing of a grievance that may result in: (i) fines, suspension of privileges; (ii) permanent loss of any and all membership rights and privileges as of the date of the violation; (iii) loss of any entitlement to refund of any dues or other fees paid to Club; and (iv) if applicable, revocation and loss of any benefits which may have been conferred to Candidate by virtue of the Club's Internal Transfer Policy.

11. **Board Authority.** The Candidate expressly acknowledges and agrees that: (i) the Candidate shall be bound by the terms and conditions herein set forth and the Governing Documents; (ii) the Board has the sole and exclusive power and authority to interpret and construe the Governing Documents; (iii) all decisions rendered by the Board's shall be final, conclusive, and not subject to any appeal; and (iv) nothing in this Agreement precludes or limits the Board's right to amend the Governing Documents or the classification of membership privileges available to any Members.

12. **Binding Effect.** When fully executed, this Agreement shall be binding solely upon the Candidate and the Club. This Agreement does not grant or confer any legal, equitable, third-party beneficiary or other rights of any type or description upon or to any third parties including but not limited to Candidate's heirs, assigns, successors, contract purchasers, bankruptcy or other trustees, purchasers at foreclosure or sheriff sales, or any other third parties who obtain legal or beneficial title to the Candidate's Boca West Property or any interest therein.

13. **Reservation of Rights.** The Board reserves the right, at its sole discretion, to approve the terms of this Agreement or, prior to signing same, the Board may present a modified agreement to the Candidate, which will contain such additional conditions as the deems appropriate.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]*

NOT A CERTIFIED COPY

**Signatures:**

\_\_\_\_\_  
Candidate's Name                      Signature of Candidate                      Date

\_\_\_\_\_  
Candidate's name                      Signature of Candidate                      Date

**Boca West Country Club, Inc. hereby:**

- Denies all requests.
- Approves Candidate for the following Membership Use Privilege conditioned upon Candidate's full and continued performance of the foregoing Agreement:

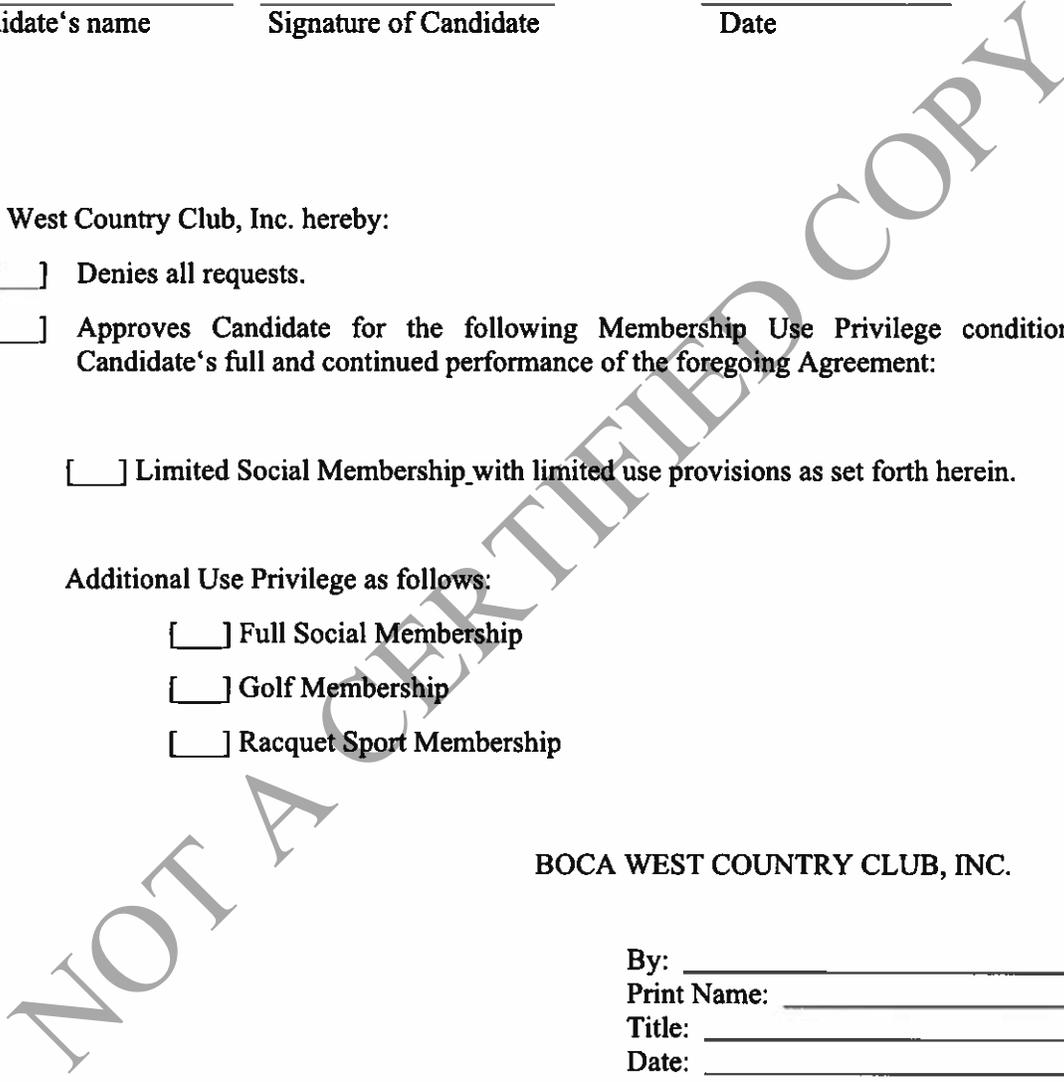
Limited Social Membership with limited use provisions as set forth herein.

**Additional Use Privilege as follows:**

- Full Social Membership
- Golf Membership
- Racquet Sport Membership

**BOCA WEST COUNTRY CLUB, INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





# BOCA WEST COUNTRY CLUB

## Authorization Form

Full Name \_\_\_\_\_ Social Security # \_\_\_\_\_  
Last First Middle  
A.K.A Name \_\_\_\_\_ Last Date Used: \_\_\_\_\_

Current Drivers License #: \_\_\_\_\_ State: \_\_\_\_\_ Birth Date \_\_\_\_\_

Spouse Name \_\_\_\_\_ Social Security # \_\_\_\_\_  
Last First Middle

Maiden/A.K.A. Name \_\_\_\_\_ Last Date Used: \_\_\_\_\_

Current Drivers License #: \_\_\_\_\_ State: \_\_\_\_\_ Birth Date \_\_\_\_\_

### IMPORTANT – List Prior Addresses for the Last 7 Years

Current Address	From	To
Street / P.O. Box _____ City _____ State _____ Zip Code _____ County: _____	_____	_____
Previous Address _____ Street / P.O. Box _____ City _____ State _____ Zip Code _____ County: _____	_____	_____
Previous Address _____ Street / P.O. Box _____ City _____ State _____ Zip Code _____ County: _____	_____	_____

The Applicant hereby authorizes at the time of this application and at any time hereafter, to obtain consumer credit report(s), conduct criminal conviction searches and to perform any and all personal and business background inquiries.

The Applicant hereby affirms that all of the information provided in this application is true and fully accurate.

**\*\*The applicant must unlock any Credit suppression for TransUnion before submitting for a full credit report.**

The undersigned authorizes any person or organization to disclose and release any requested information regarding this application.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Spouse Signature \_\_\_\_\_

Date \_\_\_\_\_

**\*\*IMPORTANT\*\* Receiving approval can take up to 30 days. 60 days if foreign. Return this form as soon as possible to begin approval process.**



# BOCA WEST

COUNTRY CLUB

## CONFIDENTIAL CANDIDATE QUESTIONNAIRE

Your responses are important. Please type or print clearly and carefully.

### I. Personal Information

Full name: \_\_\_\_\_ (the "Nominee")

Social Security No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of birth: \_\_\_\_\_

Home address: \_\_\_\_\_

How long have you lived at the above address? \_\_\_\_\_

Do you own another residence within 75 miles of Boca West?  Yes  No

Email address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Title:  Dr.  Mr.  Mrs.  Ms.  Miss

Marital status:  Single  Unmarried with permanent companion  Married

If you are legally married or reside with a permanent companion, please complete all spousal information herein. For purposes hereof, all references to the term "Spouse" include a legal spouse/permanent companion of Nominee.

Spouse's full name: \_\_\_\_\_ (the "Spouse")

Social Security No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of birth: \_\_\_\_\_

Email address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

List the names of unmarried children under 23 and unmarried full-time students between 23 and 30 years of age:

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Signature \_\_\_\_\_

**II. Membership**

Have you previously been entitled to membership privileges at the Club?  Yes  No

State reasons for wanting to join the Club: \_\_\_\_\_  
\_\_\_\_\_

What do you feel you can offer or bring to the Club, if invited to join? \_\_\_\_\_  
\_\_\_\_\_

**III. Professional (If retired, please indicate and provide previous occupational information)**

Nominee's current/most recent employer: \_\_\_\_\_

Nature of business: \_\_\_\_\_ Last position held: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Duration of Employment: \_\_\_\_\_

Nominee's prior employer: \_\_\_\_\_

Nature of business: \_\_\_\_\_ Last position held: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Duration of Employment: \_\_\_\_\_

Spouse's current/most recent employer: \_\_\_\_\_

Nature of business: \_\_\_\_\_ Last position held: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Duration of Employment: \_\_\_\_\_

Spouse's prior employer: \_\_\_\_\_

Nature of business: \_\_\_\_\_ Last position held: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Duration of Employment: \_\_\_\_\_

Have you or your Spouse ever had an application for a professional, occupations or business license or certificate that was denied, that was withdraw after questions about your character or qualifications arose, or that otherwise was unfavorably acted upon by the licensed authority?

Yes  No If "yes," as to each such application, state the nature of the application, the date it was denied, withdrawn, or otherwise unfavorably acted upon, the name and complete address of the relevant authority, and all circumstances surrounding the denial, withdrawal or unfavorable action (add additional pages if necessary to respond completely).

Date: \_\_\_\_\_ Authority: \_\_\_\_\_

Address: \_\_\_\_\_

Nature of Application: \_\_\_\_\_

Detailed Explanation: \_\_\_\_\_  
\_\_\_\_\_

Have you or your Spouse ever had a license to practice or engage in any profession, occupation or business suspended or revoked?  Yes  No If "yes," state the date, the nature of the charge, the facts, the disposition of the matter, and the name and complete mailing address of the authority in possession of the records thereof (add additional pages if necessary to respond completely).

Date: \_\_\_\_\_ Authority: \_\_\_\_\_

Address: \_\_\_\_\_

Nature of Charge: \_\_\_\_\_

Detailed Explanation: \_\_\_\_\_  
\_\_\_\_\_

#### IV. Education

Nominee:

High School: \_\_\_\_\_ Graduation date: \_\_\_\_\_

College: \_\_\_\_\_ Degree (date): \_\_\_\_\_

Post graduate: \_\_\_\_\_ Degree (date): \_\_\_\_\_

Spouse:

High School: \_\_\_\_\_ Graduation date: \_\_\_\_\_

College: \_\_\_\_\_ Degree (date): \_\_\_\_\_

Post graduate: \_\_\_\_\_ Degree (date): \_\_\_\_\_

#### V. Financial

Annual income: \_\_\_\_\_

Bank references:

1. Bank: \_\_\_\_\_

2. Bank: \_\_\_\_\_

Credit references (Visa, Mastercard, American Express):

1. Issuer: \_\_\_\_\_ Account #: \_\_\_\_\_

2. Issuer: \_\_\_\_\_ Account #: \_\_\_\_\_

#### VI. Other Club Affiliations

Please list affiliations with other private clubs of which you are now or have been a member. Indicate the club's address and period of membership in each.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Have you been proposed or do you intend to pursue membership in another private club in south Florida? If so, please identify:

Club name: \_\_\_\_\_ Proposal date: \_\_\_\_\_

If accepted for membership by our Club, will you continue to seek or retain membership in the club listed above?  Yes  No

Have you ever been refused membership, suspended, expelled, or requested to withdraw a proposal for membership in a club or other organization?  Yes  No If "yes," please explain the reason: \_\_\_\_\_

Have you ever voluntarily withdrawn from consideration for membership at any club or organization?  Yes  No If "yes," please explain the reason: \_\_\_\_\_

Have you ever been suspended from a club or had your membership therein terminated?  Yes  No If "yes," please explain the reason: \_\_\_\_\_

**VII. Social, Service, Fraternal, Religious and Professional Affiliations**

Please list and indicate address and period of membership in each organization.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**VIII. Other Activities**

Indicate Club amenities that are of interest:

- |                                 |   |                                     |   |
|---------------------------------|---|-------------------------------------|---|
| <input type="checkbox"/> Golf   | <input type="checkbox"/> Golf Leagues       | <input type="checkbox"/> Pickleball | <input type="checkbox"/> Dining & Social Events     |
| <input type="checkbox"/> Tennis | <input type="checkbox"/> Tennis Leagues     | <input type="checkbox"/> Swimming   | <input type="checkbox"/> Cultural & Sporting Events |
| <input type="checkbox"/> Spa    | <input type="checkbox"/> Bridge; Card Games | <input type="checkbox"/> Fitness    |   |

**IX. References**

List personal acquaintances who are active Members of the Club:

1. Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_

2. Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_

3. Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

List any relatives who are or have been members of the Club:

1. Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_

2. Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_

3. Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_

**X. Criminal History**

Have you or your Spouse ever been arrested for a felony, whether or not the charge was later reduced to a misdemeanor or other lesser charge?

Yes  No If "yes," provide the information requested below and include a complete explanation of the circumstances leading to the arrest and the subsequent action taken by the authorities (add additional pages if necessary to respond completely).

Date: \_\_\_\_\_ Charge: \_\_\_\_\_

Offense Location (City & State/Province): \_\_\_\_\_

Court Name: \_\_\_\_\_

Court Location (City & State/Province): \_\_\_\_\_

Disposition: \_\_\_\_\_ Detailed Explanation: \_\_\_\_\_

Other than those incidents listed above, have you or your Spouse ever been (i) convicted of a misdemeanor; or (ii) arrested for the violation of a law or ordinance involving dishonesty, fraud, deceit, misrepresentation or corruption?

Yes  No If "yes," provide the information requested below and include a complete explanation of the circumstances leading to the arrest and the subsequent action taken by the authorities (add additional pages if necessary to respond completely).

Date: \_\_\_\_\_ Charge: \_\_\_\_\_

Offense Location (City & State/Province): \_\_\_\_\_

Court Name: \_\_\_\_\_

Court Location (City & State/Province): \_\_\_\_\_

Disposition: \_\_\_\_\_ Detailed Explanation: \_\_\_\_\_

**Authorization to Disclose and Release Information**

The undersigned (individually, or if more than one, collectively, the "**Candidate**") hereby submits this Questionnaire in consideration for lessee membership privileges at Boca West Country Club (the "**Club**") and approval by the Club's Board of Governors. The Candidate hereby authorizes, upon submission of this Questionnaire and at any time hereafter, to obtain consumer credit report(s), conduct criminal conviction searches and to perform any and all personal and business background inquiries. The undersigned further authorizes the disclosure and release of information to the Club for the purpose of investigating the Candidate's character, general reputation, personal characteristics, mode of living, reputation and financial condition.

Candidate certifies and affirms that the foregoing information is true, accurate and complete. Candidate acknowledges and agrees that any misrepresentation shall be cause for denial of further consideration. Candidate further acknowledges and agrees that in the event the Club determines that this Questionnaire contains false information subsequent to the approval of the Candidate for membership privileges, the Club may suspend membership privileges and take such further and additional action against the Candidate as authorized by the Club's Bylaws and Rules and Regulations.

The undersigned expressly authorizes any person or organization to disclose and release any requested information to Boca West Country Club, its officers, directors, employees and agents regarding this Questionnaire.

Signature of Nominee: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Spouse: \_\_\_\_\_

Date: \_\_\_\_\_

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# **EXHIBIT "E"**

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20039 BOCA WEST DR

BOCA RATON FL 33434

Application Fee	\$642.00
Equity	\$100.00
Capital Improvement	\$89,900.00
Dues Principal 18/19	\$13,348.25
Dues Principal 19/20	\$13,851.15
Dues Principal 20/21	\$14,466.40
Dues Principal 21/22	\$15,370.55
Dues Principal 22/23	\$18,040.20
Interest	\$34,274.42
<b>Total</b>	<b>\$199,892.97</b>

**Balance Due: \$199,992.97**

**DUES**

Month	Interest	Fees	Dues (Pmt)	BALANCE	Principal Balance
<b>Dues for Fiscal 18/19</b>			\$13,348.25	\$13,348.25	\$13,348.25
Sep-18	\$200.22			\$13,548.47	\$13,348.25
Oct-18	\$200.22			\$13,748.69	\$13,348.25
Nov-18	\$200.22			\$13,948.91	\$13,348.25
Dec-18	\$200.22			\$14,149.13	\$13,348.25
Jan-19	\$200.22			\$14,349.35	\$13,348.25
Feb-19	\$200.22			\$14,549.57	\$13,348.25
Mar-19	\$200.22			\$14,749.79	\$13,348.25
Apr-19	\$200.22			\$14,950.01	\$13,348.25
May-19	\$200.22			\$15,150.23	\$13,348.25
Jun-19	\$200.22			\$15,350.45	\$13,348.25
Jul-19	\$200.22			\$15,550.67	\$13,348.25
Aug-19	\$200.22			\$15,750.89	\$13,348.25
Sep-19	\$200.22			\$15,951.11	\$13,348.25
Oct-19	\$407.99		\$13,851.15	\$30,210.25	\$27,199.40
Nov-19	\$407.99			\$30,618.24	\$27,199.40
Dec-19	\$407.99			\$31,026.23	\$27,199.40
Jan-20	\$407.99			\$31,434.22	\$27,199.40
Feb-20	\$407.99			\$31,842.21	\$27,199.40
Mar-20	\$407.99			\$32,250.20	\$27,199.40
Apr-20	\$407.99			\$32,658.19	\$27,199.40
May-20	\$407.99			\$33,066.18	\$27,199.40
Jun-20	\$407.99			\$33,474.17	\$27,199.40
Jul-20	\$407.99			\$33,882.16	\$27,199.40
Aug-20	\$407.99			\$34,290.15	\$27,199.40
Sep-20	\$407.99			\$34,698.14	\$27,199.40
Oct-20	\$624.99		\$14,466.40	\$49,789.53	\$41,665.80
Nov-20	\$624.99			\$50,414.52	\$41,665.80
Dec-20	\$624.99			\$51,039.51	\$41,665.80
Jan-21	\$624.99			\$51,664.50	\$41,665.80
Feb-21	\$624.99			\$52,289.49	\$41,665.80
Mar-21	\$624.99			\$52,914.48	\$41,665.80
Apr-21	\$624.99			\$53,539.47	\$41,665.80
May-21	\$624.99			\$54,164.46	\$41,665.80
Jun-21	\$624.99			\$54,789.45	\$41,665.80
Jul-21	\$624.99			\$55,414.44	\$41,665.80
Aug-21	\$624.99			\$56,039.43	\$41,665.80

Month	Interest	Fees	Dues	(Pmt)	BALANCE	Principal Balance
Sep-21	\$624.99				\$56,664.42	\$41,665.80
Oct-21	\$855.55		\$15,370.55		\$72,890.52	\$57,036.35
Nov-21	\$855.55				\$73,746.07	\$57,036.35
Dec-21	\$855.55				\$74,601.62	\$57,036.35
Jan-22	\$855.55				\$75,457.17	\$57,036.35
Feb-22	\$855.55				\$76,312.72	\$57,036.35
Mar-22	\$855.55				\$77,168.27	\$57,036.35
Apr-22	\$855.55				\$78,023.82	\$57,036.35
May-22	\$855.55				\$78,879.37	\$57,036.35
Jun-22	\$855.55				\$79,734.92	\$57,036.35
Jul-22	\$855.55				\$80,590.47	\$57,036.35
Aug-22	\$855.55				\$81,446.02	\$57,036.35
Sep-22	\$855.55				\$82,301.57	\$57,036.35
Oct-22	\$1,126.15		\$18,040.20		\$101,467.92	\$75,076.55
Nov-22	\$1,126.15				\$102,594.07	\$75,076.55
Dec-22	\$1,126.15				\$103,720.22	\$75,076.55
Jan-23	\$1,126.15				\$104,846.37	\$75,076.55
Feb-23	\$1,126.15				\$105,972.52	\$75,076.55
Mar-23	\$1,126.15				\$107,098.67	\$75,076.55
Apr-23	\$1,126.15				\$108,224.82	\$75,076.55
May-23	\$1,126.15				\$109,350.97	\$75,076.55
	<b>\$34,274.42</b>	<b>\$0.00</b>	<b>\$75,076.55</b>	<b>\$0.00</b>	<b>\$109,350.97</b>	<b>\$75,076.55</b>

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