

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

CASE NO.:

ST. ANDREWS COUNTRY CLUB, INC.,  
a Florida not for profit corporation,

Plaintiff,

v.

DUFKOP DEVELOPMENT LLC, a Foreign  
limited liability company; PIERRE DUFOUR;  
CARLOS A. KOPECNY; DIANE CHAYER;  
and CINTIA KOPECNY,

Defendants.

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**VERIFIED COMPLAINT**

Plaintiff ST. ANDREWS COUNTRY CLUB, INC., a Florida not for profit corporation, (hereinafter sometimes referred to as "the CLUB") sues Defendants DUFKOP DEVELOPMENT LLC (hereinafter "BUILDER") and PIERRE DUFOUR, CARLOS A. KOPECNY, DIANE CHAYER and CINTIA KOPECNY (collectively "GUARANTORS") and states:

**GENERAL ALLEGATIONS**

1. This is an action for money damages 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 organized to operate and manage a private golf, social and recreational club known as St. Andrews Country Club, located in Palm Beach County, Florida in accordance with the CLUB membership documents, which include the

CLUB's Bylaws Amended and Restated April 4, 2017 (the "CLUB's Bylaws"). A copy of the CLUB's Bylaws is attached as Plaintiff's **Exhibit "A"** and is incorporated herein.

3. In or about November 2019, BUILDER, together with GUARANTORS, applied for and were approved to participate in the Builder or Investor Program #11 (the "Builder/Investor Program"). A copy of the Application and Agreement for Participation in Builder or Investor Program #11 as Amended Effective March 28, 2016 ("Builder Agreement") is attached hereto as Plaintiff's **Exhibit "B"**.

4. On or about November 15, 2019, BUILDER purchased real property located in the St. Andrews Community at 17747 Foxborough Lane, Boca Raton, FL 33496 (the "Property") pursuant to a Warranty Deed which was recorded on November 21, 2019 in Palm Beach County, Florida Official Records Book 31041, Page 845, a copy of which is attached hereto as Plaintiff's **Exhibit "C"**.

5. Article V, Section 8. of the CLUB's By-Laws states, in pertinent part, that:

**Builder/Investor Program.** The Board of Governors shall have the authority to offer one or more builder/investor programs ("Builder/Investor Program") to individuals and/or entities who are desirous of purchasing a Lot for the purpose of renovation and resale (the "Participant") from time to time on such terms and conditions as established by the Board of Governors...

(c) The Participant shall pay all dues and assessments paid by Members...

6. Section 4 of the Builder Agreement states, in pertinent part, that:

**FINANCIAL OBLIGATIONS.** The Participant shall pay a fee (the "Fee") of \$75,000.00. \$55,000.00 shall be refundable when the Lot is sold to a new Member ... provided that the Participant has complied with all of the requirements of this program in a timely fashion and has paid all of the required dues, fees, assessments and other charges due to the CLUB. ... If the Participant is an entity, each individual with a fifty percent (50%) or greater interest, or if there are no individuals with a fifty

percent (50%) or greater interest, then individuals having an interest aggregating fifty percent (50%) or more in the Participant, must sign a guarantee of payment in his, her or their individual capacity(ies), together with his, her or their spouse(s), in order to satisfy the financial requirements of the Program.

The Participant shall pay all dues, fees, assessments and charges as are then required to be paid by Full Members.

7. Article XI, Section 37 A. of the publicly recorded Second Amended and Restated Declaration of Covenants and Restrictions that governs the St. Andrews community states, in pertinent part, that:

Section 37 A. Membership in the Country Club

...that a person or a corporation, partnership, trust or other entity obtaining title to a residential Lot is required, as a use restriction incident to residential Lot ownership in St. Andrews Country Club, to become a member of the Country Club simultaneously upon acquiring title to a Lot. The terms of the membership in the Country Club shall be as set forth in the Country Club's governing documents as they may be amended from time to time.

A copy of the Second Amended and Restated Declaration of Covenants and Restrictions is attached hereto as Plaintiff's **Exhibit "D"**.

8. By participating in the CLUB's Builder Program, BUILDER and GUARANTORS entered into a contractual relationship with Plaintiff CLUB whereby BUILDER and GUARANTORS agreed to abide by the executed Builder Agreement, the Declaration and the CLUB's Bylaws, including fulfillment of the obligation to pay dues, assessments and other charges imposed by Plaintiff CLUB.

9. Jurisdiction and venue are proper because the contracts were entered into in Palm Beach Country, Florida.

10. At all times material hereto, including when BUILDER and GUARANTORS executed the Builder Agreement and thereby acquired the financial obligations of a Full Member, Section 4 of the Builder Agreement and Article VII of the CLUB's Bylaws have provided that a Member is obligated to pay dues, assessments, fees and other charges to the CLUB as determined by the CLUB's Board of Governors.

11. BUILDER and GUARANTORS are obligated to pay dues, assessments, fees and other charges to the CLUB pursuant to Section 4 of the Builder Agreement and Article VIII of the CLUB's Bylaws, including interest at the highest rate allowed by law on unpaid payments due the CLUB.

12. From June 1, 2023 through September 30, 2023, BUILDER and GUARANTORS have not paid the CLUB for the sums required by the documents.

13. BUILDER and GUARANTORS have breached the Builder Agreement by failing to pay dues, assessments, fees and other charges owed to the CLUB commencing June 1, 2023 through September 30, 2023, and the CLUB has suffered damages as a result of BUILDER's and GUARANTORS' failure to pay the outstanding dues, assessments, fees and other charges.

14. As of September 30, 2023, BUILDER and GUARANTORS owe the CLUB the sum of One Hundred Forty-Seven Thousand One Hundred Twenty-Seven Dollars and Eighty-Six Cents (**\$147,127.86**), plus attorneys' fees and costs which BUILDER and GUARANTORS have failed and refused to pay notwithstanding that the CLUB's undersigned counsel issued a demand letter dated August 16, 2023 to BUILDER and GUARANTORS that their account was in arrears and if the sums due are not paid to the CLUB it would result in the institution of legal action. A copy of undersigned counsel's demand letter is attached hereto as **Exhibit "E"** and a

copy of BUILDER's Statement of Account through September 30, 2023 is attached hereto as Exhibit "F".

15. The CLUB has performed all of its duties required pursuant to the CLUB's Bylaws and has performed all conditions precedent to bringing this action.

16. Pursuant to Article VIII, Paragraph 6 of the CLUB's Bylaws and Section 4 of the Builder Agreement, the CLUB is entitled to recover its reasonable attorneys' fees and Court costs incurred in this legal proceeding to collect unpaid dues, fees, assessments and other charges from BUILDER and GUARANTORS.

17. The CLUB has retained the undersigned attorneys and has agreed to pay reasonable attorneys' fees for services rendered in connection with this action.

**WHEREFORE**, Plaintiff ST. ANDREWS COUNTRY CLUB, INC. hereby demands judgment against Defendants DUFKOP DEVELOPMENT LLC, PIERRE DUFOUR, CARLOS KOPECNY, DIANE CHAYER and CINTIA KOPECNY in the sum of One Hundred Forty-Seven Thousand One Hundred Twenty-Seven Dollars and Eighty-Six Cents (\$147,127.86), together with all prejudgment interest accruing until the date Judgment is entered, plus reasonable attorneys' fees and costs incurred by Plaintiff in connection with these proceedings, and such further an additional relief as the Court deems just, fair 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 paragraphs 1 through 17 of this Verified Complaint and that the facts set forth therein are true and accurate.

**ST. ANDREWS COUNTRY CLUB, INC.**

By:   
Regina Welch, Chief Financial Officer

**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 **REGINA WELCH**, as Chief Financial Officer of St. Andrews 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 28 day of September 2023.

Janet Czencz  
Notary Public  
Janet Czencz  
Printed Name of Notary Public

My Commission Expires  
1/12/2025



DATED: September 28, 2023

Larry Corman  
LARRY CORMAN, ESQ.  
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*Attorneys for Plaintiff*

NOT A CERTIFICATE

# **EXHIBIT "A"**

*NOT A CERTIFIED COPY*

**BYLAWS**  
**ST. ANDREWS COUNTRY CLUB, INC.**  
**A Not-for-Profit Corporation (Amended and Restated this 4<sup>th</sup> day of April 2017)**

**ARTICLE I**

**PURPOSE OF CORPORATION**

The nature and purpose of St. Andrews Country Club, Inc. (the "Club") is to own and operate a private country club for the recreation, pleasure and benefit of its Members.

**ARTICLE II**

**CLUB EMBLEM**

The emblem of the Club shall be in the style and design previously approved by the Board of Governors and shall be changed only upon a majority vote of the Membership. A copy of the Club Emblem is annexed as "Exhibit A".

**ARTICLE III**

**CORPORATE SEAL**

The Corporate Seal of the St. Andrews Country Club, Inc. shall be circular in form and shall bear the words "St. Andrews Country Club, Inc." and "Seal-1982-Corporate-Florida". The Corporate Seal is and shall remain in the possession of the Secretary and shall be affixed by the Secretary, as required, to all documents relating to the official acts of the Club, as authorized by the Board of Governors. A copy of the Corporate Seal is annexed as "Exhibit B".

**ARTICLE IV**

**GOVERNANCE**

**1. Conflicts.** In the event of a conflict between the terms of these Bylaws and the terms of the Articles of Incorporation, the terms of the Articles of Incorporation shall prevail. In addition, in the event of a conflict between the Club's Articles of Incorporation, these Bylaws, and the Club's Rules and Regulations, as each may be amended from time to time (collectively, the "Club Governing Documents"), on the one hand, and the then current Declaration of Covenants and Restrictions for St. Andrews Planned Unit Development (the "POA Declaration"), on the other, the terms of the POA Declaration shall prevail. The POA Declaration and the Bylaws of the St. Andrews Country Club Property Owners Association (the "POA"), as each may be amended from time to time, shall collectively be referred to hereinafter as the "POA Governing Documents". For all purposes, the POA Governing Documents and the Club Governing Documents, shall be collectively known as the "Governing Documents". Notwithstanding anything that may be contained in the Governing Documents to the contrary, the Club is a mandatory membership community, and in case of any conflict, the concept of mandatory membership shall prevail.

**2. Fiscal Year.** As used herein, "Fiscal Year" shall be the year commencing on November 1 and ending on the following October 31.

**3. Compliance with Governing Documents.** All Members are required to be fully familiar with and comply with the Governing Documents, copies of which are available for inspection and copying at the Club and/or POA offices. Any violation by a Member, a Designated User (defined below), a Significant Other



(defined below), or a Member's guest, employee or other invitee, will subject the Member to disciplinary action in accordance with Article IX of these Bylaws.

## ARTICLE V

### MEMBERSHIPS AND MEMBERSHIP APPLICATIONS

#### 1. Member and Members - Definitions

(a) The term "Member" shall mean the natural person(s) or, if not a natural person, the designee of the entity who, as the owner of record of a Lot or Lots (as the term "Lot" is defined in the POA Governing Documents), is qualified for Membership in the Club and listed on the membership certificate (the "Certificate of Membership"). The term "Member" shall include such person's spouse if such person's spouse is domiciled in the Qualifying Residence (as hereafter defined). Member shall not include a child or other descendant of a Member or any category of a Guest (as hereafter defined), provided, however, that in the event such person is approved as a Significant Other (as hereafter defined), such person shall have the Significant Other privileges provided for in these Bylaws, but a Significant Other shall not be deemed a Member for any purpose. All persons or entities admitted to Membership shall be Members hereunder. Members' children, who are single, are domiciled in their parents' Qualifying Residence and are under the age of 30 shall have use of Club Facilities under their parents' category of Membership.

(b) In addition to a natural person as owner of record, a Lot may be held in the name of a corporation, limited liability company, partnership, estate, trust or other form of entity ("Entity") or a form of multiple ownership. The term "Qualifying Residence", as herein used, shall mean the single family home constructed on the Lot. If the owner of the lot is an Entity, or is held by multiple owners (other than two individuals holding title as tenants by the entirety or tenants in common), the majority owner(s) of such Lot shall designate in writing to the Secretary of the Club the name of one (1) individual who will be deemed the beneficial user of the membership. Such designated individual must reside in the Qualifying Residence ("Designated User") and, along with the Designated User's spouse or Significant Other, will be entitled to use the Club Facilities under the applicable category of Membership. The Club's facilities include, but are not limited to, the golf courses, the tennis courts, the Clubhouse, the dining rooms, the card rooms, the spa and fitness center, and the pool (the "Club Facilities"). The Designated User shall execute the applicable documents required by the Club. The Entity (or each owner in the event of multiple owners) may not change the Designated User without the approval of the Club, which approval will not be unreasonably withheld. Persons, other than the Designated User and his or her spouse or Significant Other, shall be entitled to simultaneously use the Club Facilities only as a Guest of the Designated User or another Member of the Club. The Entity (or multiple owner) and the Designated User shall be legally responsible, jointly and severally, for all financial obligations of membership in the Club. The Entity (or each owner in the event of multiple owners) and the Designated User shall: (i) each be bound by the terms and conditions of these Bylaws and the Rules and Regulations of the Club; and (ii) guarantee payment to the Club of all dues, fees, assessments and other charges by any person or entity otherwise payable by the Entity (or multiple owner) and/or the Designated User. If the Entity to which title to the Lot has been transferred is a Qualified Personal Residence Trust ("QPRT"), as defined in Treasury Regulations §25.27025(c), or other family planning device approved by the Board of Governors, such Entity shall be the Member. In the case of a QPRT, the person(s) entitled under the provisions of the QPRT to reside in the Qualifying Residence on the Lot (the "Designated User") is the Settlor/Grantor of the QPRT. The Settlor/Grantor may continue to be the Designated User if he is the lessee(s) of the Qualifying Residence immediately after the termination of the QPRT ("QPRT Lease"). In the event the Settlor/Grantor is no longer the lessee, then the provisions of Article V, paragraph 15 of these Bylaws shall apply. Upon the death of the last person entitled to reside in the Qualifying Residence under a QPRT, or QPRT Lease, the owner of the Lot shall continue to be the Member and all dues, fees, assessment and other charges shall continue to be due and owing. For purposes of determining whether a Trust is QPRT, the Board of Governors may rely upon an opinion letter from the Member's counsel, stating that the Trust satisfies all Requirements of the Internal Revenue Code and Treasury Regulations to be a QPRT; however, in the absence of a private letter ruling from

the Internal Revenue Service concluding that any given Trust is a QPRT, the Board of Governors may make an independent determination as to whether the Trust satisfies all requirements necessary to be a QPRT, which determination shall be conclusive.

(c) Voting rights shall be exercised only by one person entitled to Membership rights under a Certificate of Membership or otherwise, including the Designated User where applicable.

**2. Number of Members.** The Club will offer a maximum of one (1) membership per Lot in the St. Andrews Country Club community (the "Community").

### **3. Membership Applications.**

(a) Each prospective Member shall complete an application for Membership. Each Membership application must be accompanied by payment of (i) the required Membership contribution, and (ii) the required nonrefundable processing fee. Such contribution and fee shall be in such amounts as the Board of Governors may, from time to time, determine.

(b) Notwithstanding anything herein to the contrary, the criteria for approving a person or Entity for Membership shall be ministerial only: i.e., limited to (i) providing requisite information as may be reasonably required for Club records; (ii) filling out a standard application; and (iii) payment of the necessary sums as may be required by the Club from time to time for the Membership.

(c) The Membership shall be activated promptly upon the closing or other transfer of title to the Lot in the Community and compliance with all other requirements.

### **4. Membership Requirements.**

(a) Membership is required of owners of Lots in the Community in accordance with the POA Declaration.

(b) Notwithstanding anything contained herein or elsewhere in the Club Governing Documents, in the event the POA Governing Documents preclude occupancy upon or ownership of any interest in a Lot by a person who has been convicted of a felony, or whose spouse or Significant Other has been convicted of a felony, or preclude occupancy or ownership on any other basis, then and in such event, neither such person nor his or her spouse or Significant Other may become a Member or otherwise qualify for membership in the Club, nor may any such person be the Designated User of a Membership in the event such Membership is held in the name of an Entity.

### **5. Full Memberships.**

(a) Full memberships shall be limited to the owner(s) of a Lot in the Community (hereinafter sometimes called "Full Members"). Spouses who are not owners (and such other person(s) residing with the Member as shall be approved by the Board of Governors) and single children of Full Members under the age of thirty (30) and residing in the Qualifying Residence, shall be entitled to the use of all of the Club Facilities, subject to any restrictions placed on such use by the Board of Governors.

(b) Full Members shall be entitled to full access to, and use of, all of the Club Facilities, in accordance with the Club's Rules and Regulations. Full Members shall be entitled to two (2) votes on any matter to be determined by the Members (including the election of persons to serve on the Board of Governors).

(c) From and after the date of adoption of these Bylaws, only Full memberships shall be offered by the Club, except as provided in Article V, Section 7 below.

## **6. Tennis Memberships.**

- (a)** Tennis Memberships shall be limited to the owner(s) of Lots in the Community who were Tennis Members as of January 14, 2007. Spouses who are not owners (and such other person(s) residing with such Tennis Member as shall be approved by the Board of Governors) and single children of Tennis Members under the age of thirty (30), living in the Qualifying Residence, shall be entitled to the use of the Club Facilities as specified in subsection (b) of this Section 6, subject to any restrictions placed on such use by the Board of Governors.
- (b)** Tennis Members shall be entitled, in accordance with the Club's Rules and Regulations, to use all the Club Facilities, other than the golf facilities; and may play golf as a guest only if permitted by the Club's Rules and Regulations. Tennis Members shall be entitled to one (1) vote on any matter to be determined by the Members (including the election of persons to serve on the Board of Governors).
- (c)** A Tennis Membership shall not be assignable or transferable and shall terminate on the death of both the Tennis Member and his/her spouse, or the sale of such Tennis Member's Lot.
- (d)** Tennis Members shall be responsible for all assessments, fees and other charges in the same manner as Full Members. A Tennis Member may upgrade to a Full Membership at any time by paying the difference between the initiation fee such Member initially paid and the then current initiation fee required of a Full Member.

**7. Sports Memberships.** The Board of Governors may offer Sports Memberships from time to time, in such numbers and on such terms and conditions as established by the Board of Governors, subject to the following:

- (a)** Sports Memberships may only be offered to persons first purchasing a Lot in the Community after September 26, 2011.
- (b)** Sports Members will be allowed to take golf lessons, practice on the driving range before and after lessons, take playing lessons, and play golf once a month in season and twice a month off-season. A Sports Member may not be a golf guest, nor can a Sports Member have a golf guest.
- (c)** At the time of application, Sports Members will pay a Membership contribution in an amount as established from time to time by the Board of Governors; provided, however, that in no event shall such Membership contribution be less than two-thirds (2/3) of the Membership contribution then paid by Full Members, and provided further that all of said Membership contributions paid by Sports Members shall be non-refundable, unless otherwise determined by the Board of Governors.
- (d)** Sports Members' dues shall not be less than two-thirds (2/3) of the amount paid by a Full Member. Sports Members shall be obligated to make other payments in the same manner as Full Members under these Bylaws, including, but not limited to, the provisions of Article VII and Article VIII below. Sports Members shall be responsible for all assessments, fees and other charges in the same manner as Full Members.
- (e)** A Sports Member may upgrade to a Full Membership during the first year, measured from the date such Sports Member became a Member by paying the difference between the Membership contribution such Member initially paid and the then current Membership contribution required of a Full Member and the difference between the dues, assessments, fees and other charges actually paid by such Sports Member and the dues, assessments, fees and other charges payable by Full Members for the period of time that the Member was a Sports Member. After the first year, a Sports Member may upgrade to a Full Membership by paying only the difference between the Membership contribution such Member initially paid and the then current Membership contribution required of a Full Member.

(f) Sports Members shall be entitled to one (1) vote on any matter to be determined by the Members (including the election of persons to serve on the Board of Governors).

**8. Builder/Investor Program.** The Board of Governors shall have the authority to offer one or more builder/investor programs ("Builder/Investor Program") to individuals and/or entities who are desirous of purchasing a Lot for the purpose of renovation and resale (the "Participant") from time to time on such terms and conditions as established by the Board of Governors, subject to the following:

(a) All Lots shall be eligible to participate;

(b) A Participant shall pay a fee in lieu of a Membership contribution, a portion of which may be refundable, each in an amount to be determined by the Board of Governors;

(c) The Participant shall pay all dues and assessments paid by Members and such other fees and charges as determined by the Board of Governors and shall have limited use of Club facilities as determined by the Board of Governors;

(d) The Board of Governors shall have the right to set further limiting conditions for participation; and

(e) The Board of Governors shall have the right to approve or disapprove any application for participation in its sole and absolute discretion.

**9. Non-Resident Memberships.**

(a) The Club shall not offer new or additional Non-Resident Memberships. Non-Resident Members may retain their Club Membership as long as they remain Members in good standing. Non-Resident Members are responsible for the fees, dues, assessments, and charges attributable to a Full Membership. A Non-Resident Member, upon resignation as a member of the Club, shall be paid the Membership contribution actually paid by such Member, plus a prorated refund of his or her unused annual dues, less any amounts then due and owing to the Club.

(b) The Non-Resident Member's membership shall not be assignable or transferable and shall terminate on the death or resignation of both the Non-Resident Member and his spouse.

**10. Use Rights.** A Member, other than a Non-Resident Member, who conveys or otherwise transfers such Member's Lot in the Community and no longer resides there, and who qualifies hereunder may elect to purchase Club non membership use rights ("Use Rights"). In order to qualify for the purchase of Use Rights as provided herein, the Member must have resided in the Community for a period of at least four (4) consecutive years immediately prior to the conveyance of the Member's Lot, and must have been a Member in good standing of the Club throughout such period of residence. Members who sell their Lot shall have until seven hundred thirty (730) days after the sale of their Lot to elect Use Rights. In the event of the death of a Member who has elected to purchase Use Rights after conveyance of the Member's Lot (the "Former Member"), the Former Member's non Member Spouse or Significant Other may continue the Use Rights elected by the Former Member, provided such non Member Spouse or Significant Other accepts responsibility for all of the obligations associated with the Former Member's Use Rights, including, but not limited to, maintaining the required deposit and complying with all of the applicable bylaw provisions, rules and regulations and further provided that such non Member Spouse or Significant Other has resided in the Community for at least four (4) consecutive years immediately prior to the conveyance or other transfer of the Lot by the Former Member. The Former Member's Use Rights, if assumed by the non-Member Spouse or Significant Other shall be available to the non-Member Spouse or Significant Other's future spouse or significant other. A Significant Other who has previously been a Member of the Club for at least four (4) consecutive years and was a Member in good standing for four (4) consecutive years immediately prior to ceasing to be a Member, shall have the right to elect Use Rights upon the conveyance or other transfer of the Lot of the Member.

The Use Rights shall fall into three categories as follows:

**(a)** Full Use Rights - permitting use of all Club Facilities to the same extent as a Full Membership on terms and conditions as established by the Board of Governors from time to time ("Full Use Rights"). The former Member purchasing Full Use Rights and the spouse or Significant Other of such former Member, shall enjoy the use rights, and be responsible for the fees, dues, assessments, and charges attributable to a Full Membership; provided, however, the former Member shall not have the right to vote, to serve on the Board of Governors, or to serve on any Club committee.

**(b)** Tennis Use Rights - permitting use of all Club Facilities except for Golf, to the same extent as a Tennis Membership on terms and conditions as established by the Board of Governors from time to time ("Tennis Use Rights"). The former Member purchasing Tennis Use Rights and the spouse or Significant Other of such Former Member shall enjoy the Use Rights specified herein, and be responsible for fifty percent (50%) of the dues and all of the assessments, fees and other charges attributable to Full Membership; provided, however, the former Member shall not have the right to vote, to serve on the Board of Governors, or to serve on any Club committee. The former Member shall have no right to use the Golf facilities at any time, including as a guest of a Member.

**(c)** Social Use Rights - permitting use of all Club Facilities except for Golf and Tennis on terms and conditions as established by the Board of Governors from time to time ("Social Use Rights"). The former Member purchasing Social Use Rights and the spouse or Significant Other of such Former Member shall enjoy the Use Rights specified herein, and be responsible for fifty percent (50%) of the dues, assessments, fees and other charges attributable to a Full Membership; provided, however, the former Member shall not have the right to vote, to serve on the Board of Governors, or to serve on any Club committee. The former Member shall have no right to use the Golf facilities at any time, including as a guest of a Member.

**(d)** Tennis Use Rights may be upgraded to Full Use Rights at any time and upon upgrade the former Member will be responsible for all of the fees, dues, assessments, and charges attributable to a Full Membership. Once upgraded to Full Use Rights, downgrades to Social or Tennis Use Rights are only permitted on the anniversary date of the upgrade to Full Use Rights.

**(e)** Social Use Rights may be upgraded to Tennis or Full Use Rights at any time and upon upgrade the former Member will be responsible for all of the fees, dues, assessments, and charges attributable to a Tennis Membership or a Full membership, as the case may be. Once upgraded, downgrades are only permitted on the anniversary date of the upgrade.

**(f)** In order to purchase Use Rights, the former Member shall pay a deposit to the Club in an amount approved by the Board of Governors.

**(g)** The Use Rights purchased by the former Member under this Section shall continue to be available to the surviving spouse of the former Member in the event the former Member is survived by the spouse and to a Significant Other in accordance with the terms and conditions of these bylaws.

**(h)** The Use Rights shall expire on the earlier to occur of: (i) voluntary withdrawal by the former Member; or (ii) the later to occur of the death of the former Member, the death of the surviving spouse or Significant Other (if the surviving spouse or Significant Other has elected to continue the former Member's Use Rights). Upon expiration of said Use Rights, the deposit provided above shall be refunded to the former Member or his Estate, or to the party to whom it has been assigned by written assignment less any amounts then due and owing to the Club.

**(i)** The Board of Governors, in its sole and absolute discretion, shall have the right to (i) limit the number of former Members who can purchase Use Rights, (ii) terminate the Use Rights in the event the Former Member is thirty (30) days or more delinquent in the payment of funds due to the Club, (iii) terminate a former

Member's Use Rights for any reason, and/or (iv) terminate the Use Rights program altogether. In the event a former Member's Use Rights are terminated for any reason, the Club will return the deposit paid to the Club less any amounts due and owing to the Club by the Former Member and the unused pro-rated portion of the fees, dues, assessments and charges to those former Members who have purchased Use Rights.

**(j)** The initial period of the former Member's Use Rights is one (1) year unless sooner terminated by the Board of Governors in its sole and absolute discretion.

#### **11. Unmarried Memberships.**

**(a)** A Member who is not married shall be required to pay the full dues, fees, assessments and charges assigned to such Member's Membership category.

**(b) Significant Other.** As used in these Bylaws and in the Rules and Regulations of the Club, the term "Significant Other" shall mean an individual who: (i) occupies as his/her domicile a Qualifying Residence in the Club owned and occupied by a person who is an unmarried Member in good standing of the Club; and (ii) such person has filed an application in the form and substance designated by the Board of Governors and has been approved by the Membership Committee and by the Board of Governors to use Club Facilities. The privileges granted in this section shall be limited to the right to use the Club Facilities to the same extent and upon the same terms as the holder of the Club Membership who is a Member in good standing and with whom such person resides. A Significant Other may not serve as a member of the Board of Governors of the Club nor may he serve as a Committee Chairperson.

Only an unmarried Member may have a Significant Other. A Member can have only one Significant Other at any given time. A Significant Other can be either a blood relation of the Member or unrelated to the Member. A Member may terminate the election of Significant Other at any time and for any reason or cause, or without any reason or cause. Such termination may be without advance notice to the Significant Other and shall become effective three (3) business days after the Secretary of the Club receives notification in writing of such termination. Upon the death of the Member, the Member's Significant Other designation shall continue until such time as the personal representative (or executor) of the estate of the deceased Member notifies the Club in writing of (i) the name of the owner-transferee of the Lot, and (ii) if applicable, the name of the Designated User. Said notice must be delivered within sixty (60) days of the death of the Member at which time the Significant Other status of the deceased Member's Significant Other shall terminate.

**(c) Special Guest.** An Unmarried Member without a Significant Other has the right to have one (1) special guest designated by such Member use the Club Facilities available to that Membership without charge while the guest is accompanied by the Member and subject to the Rules and Regulations of the Club. ("Special Guest")

**12. Charter Membership.** The Club presently has one (1) Charter Member. New or additional Charter Memberships shall not be offered or granted to anyone. The Charter Member and his spouse will have the same rights and privileges to use the Club Facilities as Full Members, except they shall have no voting rights. The Charter Member's membership shall not be assignable or transferable and shall terminate on the death or resignation of both the Charter Member and his spouse. No equity value shall attach to the Charter Membership. If the Lot owned by the Charter Member is sold or otherwise transferred, the new owner or transferee must purchase a membership in the Club.

**13. Disability Status.** A Disability Status may be granted at the discretion of the Board of Governors to a Member of the Club, subject to the following terms, conditions and limitations:

**(a)** The Member must have been in good standing for not less than three (3) years preceding such application.

- (b)** The Member must present a bona fide written opinion from his/her primary treating physician who shall be a licensed, qualified and practicing physician, stating that because of a disability, within a reasonable degree of medical certainty expected to last for a minimum of one (1) year, the Member is unable to participate in golf and/or tennis without the substantial likelihood of severe jeopardy to the Member's health. The Board of Governors may require a written medical opinion of a licensed, qualified and practicing board certified physician selected by the Club to corroborate the opinion of the Member's primary treating physician. In such event, the cost of obtaining the corroborating opinion, if any, shall be borne by the Member.
- (c)** The number of Disability Status approved by the Board of Governors shall be subject to such limitation as the Board of Governors shall determine at any time.
- (d)** A Member approved for Disability Status by the Board of Governors shall be given written notification by the Club of such approval. The Board of Governor's decision approving or disapproving a Disability Status shall be final, binding and conclusive.
- (e)** A Member approved for Disability Status shall be responsible for full payment of all dues, assessments, fees and charges applicable to such Member's Membership category; provided, however, any Member approved for Disability Status shall be relieved of the obligation to pay trail (club property access) fees during the disability period, but shall continue to be responsible for all other fees, assessments, charges and minimums required of all Members.
- (f)** Upon approval by the Board of Governors of a Member for Disability Status, the Member and the Member's spouse, and the family and guests of such Member, shall be limited solely to the use of the card rooms and the dining and eating facilities of the Club; in no event may any Disabled Member or his spouse, family or guests use any of the golf, tennis, fitness, or other facilities of the Club either as a Member or as the guest of any other Member; provided, however, a Disabled Member only can use the fitness facility for the sole purpose of rehabilitation, and further provided, however, a Disabled Member, his/her spouse and guests of such Member may continue to use the Spa facility.
- (g)** The Board of Governors shall have the right at any time to rescind the Disability Status of a Member, when, in its sole and exclusive opinion, such Member (i) has ceased to be qualified for Disability Status, (ii) has violated any of the terms and conditions of this Section, or (iii) has violated any provision of the Club's Articles of Incorporation, Bylaws, or Rules and Regulations.

#### **14. Leaves of Absence.**

- (a)** A request for a Leave of Absence must be based upon a material financial hardship. Any such request must be accompanied by appropriate financial documentation and if granted shall be in effect for a maximum of one (1) year from date of approval. The Board of Governors may grant or deny any such request in its sole and absolute discretion. If granted, a Leave of Absence may be renewed by the Board of Governors in its sole and absolute discretion. A request for renewal must be accompanied by appropriate financial documentation.
- (b)** A request for a Leave of Absence or renewal must be in writing and be based on a material financial hardship documented to the satisfaction of the Board of Governors. A Leave of Absence may only be granted to a Member who is a natural person. Upon the death of a Member who has been granted a Leave of Absence, such Leave of Absence shall terminate immediately.
- (c)** Without limiting its discretion, the Board of Governors shall have the right to limit the number of Leave of Absence requests that it grants for any one year.

**(d)** A Member on a Leave of Absence shall pay fifty percent (50%) of annual dues and one hundred percent (100%) of all fees, assessments and charges. In the event such Member shall apply to return to active membership prior to expiration of the one (1) year period, such Member shall be obligated to pay all dues, fees, assessments, and charges applicable to such membership on a prorated basis. In the event a Member to whom a Leave of Absence has been granted dies during said year and is survived by a spouse who wishes to return to active membership during such year, such surviving spouse shall be charged only for the remainder of the Club's Fiscal Year on a pro-rata basis for all dues, fees, assessments, and charges as paid by an active Member.

**(e)** During the period of the Leave of Absence, neither the Member nor any person who shares such Member's Membership privileges nor any family guest, house guest or other guest shall be entitled to use any of the Club Facilities, even as the guest of another Member, nor shall such Member, or any person who shares such Member's Membership, be entitled to vote on any matter presented to the Membership, or serve on the Board of Governors or any Committee.

#### **15. Termination of Membership.**

**(a)** Subject to Article VII of these Bylaws, if any Member resigned prior to January 14, 2007 or otherwise ceased to be a Member of the Club as of said date, upon such resignation, all of such Member's privileges in the Club ceased and terminated. Such terminated Member has only the right to receive the refundable portion of the Membership contribution actually paid by such Member, less the amount of any indebtedness owed the Club. No other part of the membership contribution will be refunded.

**(b)** If any Member ceases to be a Member of the Club, such terminated Member has only the right to receive the refundable portion of the Membership contribution paid by such Member, plus any assessments that the Board of Governors shall or has, in its sole and absolute discretion, determined to be refundable, less the total amount of any indebtedness owed to the Club including, but not limited to interest, penalties, late fees, and fines with respect to any amount due to the Club together with legal fees and expenses to collect any and all such sums. No other part of the Membership contribution will be refunded under any circumstances. No part of the annual dues will be refunded to a Member upon termination of such Member's Membership, unless the Membership is purchased by a new Member, in which event the Membership dues of the terminating Member shall be prorated to the date the new Member begins paying dues and the balance shall be returned to the terminating Member. All dues, fees, assessments, and charges owing by terminating Members shall be governed by and subject to the provisions of Article VII, Section 2 of these Bylaws.

**(c)** In the event there is a dispute as to the amount of a Member's refundable Membership contribution, the Club's books and records shall be conclusively presumed to be accurate.

**16. Renters of Member-Owned Homes.** Renters of Member-owned homes who are not Members of the Club shall be allowed to use the Club Facilities only upon compliance with the "Rental Program", if any, contained in the Rules and Regulations of the Club as same may be amended or modified by the Board from time to time. Provided, however, that: (i) the Member-owner shall be and remain in good-standing with the Club during the period of the "Rental Program"; (ii) the renter may only exercise the rights attributable to the level of membership of the Member-owner; and (iii) in no event shall any renters of Member-owned homes be permitted to participate in the "Rental Program" for more than one (1) year. If the Member-owner leases such Member's Qualifying Residence for a second year to a different renter in conformity with these bylaws and the Rules and Regulations of the Club, the Board of Governors, in its sole and absolute discretion, may allow a different renter to use the Club Facilities for a second year. In the event the Club shall not have a "Rental Program", renters of Member-owned homes shall not be allowed to use the Club Facilities.

**17. Ownership of Multiple Lots.** As used in these Bylaws, the term "Lot(s)" and "Combined Lot(s)" shall mean Lot and Combined Lot as defined in the POA Governing Documents.



(a) With respect to a Combined Lot which existed as of January 14, 2007, for so long as such Combined Lot continues to exist, a Member who owns or acquires a legal or equitable interest in such Combined Lot and is the holder of a single Membership, and any person acquiring such Combined Lot, shall pay Club initiation fees, dues, assessments and costs as if such Combined Lot constituted a single Lot with a single Club Membership.

(b) With respect to a Combined Lot which comes into existence after January 14, 2007 a Member who owns or acquires a legal or equitable interest in such Combined Lot must acquire and maintain one (1) Membership for each Lot comprising such Combined Lot and shall pay the Membership contribution, dues, fees, assessments and other charges and costs for each such Membership; provided, however, for so long as such Combined Lot continues to exist such Member shall only be responsible for the minimum payments required of a Member for use of dining and services (such as food and beverage minimum) for one (1) such Membership.

## ARTICLE VI

### MEMBERS MEETINGS

1. **Annual Meeting.** An annual meeting of the Members of the Club shall be held for the purpose of receiving reports of officers and others, of electing Governors, and of conducting such other business as may be properly brought before the meeting.

2. **Date and Place of Annual Meeting.** Each annual meeting of the Members of the Club shall be held on the third Sunday in March at 3:00 P.M. at the Clubhouse of the Club. However, by a vote of the majority of the Board of Governors, the date of the annual meeting may be postponed for a period of up to four (4) weeks.

3. **Special Meetings.** Special meetings of the Members may be called by the President, a majority of the Members of the Board of Governors, or upon the written request of Members holding at least twenty percent (20%) of the total votes entitled to be cast. Any request shall be submitted to the President, who shall call a special meeting within thirty (30) days of the date he receives such request. Notice of any special meeting must contain a statement of the purpose for which the special meeting is called, and no other business may be transacted at that meeting.

4. **Notice.** The Secretary shall give not less than ten (10) days prior written notice to all Members, by mail, of any Membership meeting. Notice of any such meeting shall be posted on the Club's official website, and also on the official bulletin board of the Clubhouse on the date of its mailing to the Members. Any Member who has provided the Club office with an email address can be furnished notice by email. If applicable, there shall be an absentee ballot included on all issues to be voted on at said meeting.

5. **Quorum.** The presence, either in person, by proxy, or by absentee ballot received prior to the close of voting, of Members having fifty percent (50%) of the votes then entitled to be cast shall constitute a quorum at any meeting of the Members. A submitted absentee ballot shall be valid for establishment of a quorum notwithstanding that such ballot may be incomplete or insufficient for other purposes. The Secretary or the President shall have the right to close the voting. In the absence of a quorum, no special or annual meeting may be held.

6. **Voting Percentage.** Except for election of Governors to the Board of Governors, a majority of the votes cast by Members shall be necessary for passage of any motion. In the election of the Governors, the number of candidates required to fill vacancies shall be elected; provided, however, if there are more candidates than the number required to fill vacancies, then those candidates that receive the highest total number of votes necessary to fill the required vacancies shall be elected. If a vacancy is the result of the resignation or death of a Governor, the elected candidate who receives the lowest number of votes shall serve for a term equal to the unexpired term of the resigned (or deceased) Governor. By way of example, assume there are four Governor seats whose terms have expired and those seats are up for election and, also assume

there is another Governor who was appointed to fill the seat of a resigned Governor who had been elected in the previous election, meaning that such former Governor had two full years remaining in such Governor's term. If there are six candidates running for these five Governor seats, the candidate who receives the fifth most votes will serve the two year term, and the top four candidates will serve the standard three year terms.

## ARTICLE VII

### DUES AND FEES

1. The Board of Governors shall set the dues and fees to be charged to each Member category and guests for each Fiscal Year, subject to the limitation contained in Article XII, Section 2(h).
2. Dues and fees, plus any applicable taxes, shall be due and payable annually, in advance, at the beginning of each Fiscal Year, or in such other manner as prescribed by the Board of Governors. A Member who terminates his Membership during the Fiscal Year as may be permitted hereunder is entitled to a prorated refund of any dues paid to the end of the Fiscal Year calculated from the date when the Membership of the successor Member is activated. New Members, upon admission, shall pay dues prorated on the basis of the number of days remaining in the Club's Fiscal Year.
3. Accounting books and records of the Club may be inspected by any Member of the Club only in accordance with Florida Statutes, Section 617.1602 as presently enacted or hereafter amended, and as otherwise limited or conditioned by the common law of the State of Florida.

## ARTICLE VIII

### DELINQUENCIES

1. **Statement.** An itemized statement (the "Statement") of dues, fees and assessments and other charges owed by a Member (the "Statement Balance") shall be mailed monthly to each Member. Any Member failing to pay the Statement Balance to the Club within thirty (30) days from the date of such Statement shall be notified of such failure, in writing, by the Club's Chief Financial Officer (the "Delinquent Notice"). For the purposes of Articles VIII and IX, the term "Member" shall include former Members with Use Rights.
2. **Suspension.** A Member's account is deemed delinquent if not paid within thirty (30) days from the date of the Statement Balance. If full payment of the Statement Balance is not received within ten (10) days after the date of the Delinquent Notice, the delinquent Member's credit and Club privileges may be suspended by the Board of Governors.
3. **Interest on Delinquent Accounts.** All delinquent accounts shall be charged interest at the highest rate allowed by law.
4. **Right of Off-Set.** To the extent a Member has the right to a the refundable portion of the Membership contribution, and such Member owes any Delinquent Amount (as defined below) to the Club, and the Member fails to pay such Delinquent Amount after due notice thereof, the Club, in addition to any remedy provided by law or in equity, shall have the right at any time, but not the obligation, to collect such Delinquent Amount by off-setting the Delinquent Amount (including interest, late fees, penalties, fines and legal fees and expenses with respect to such Delinquent Amount) against, and thereby reducing, the amount of the refundable portion of the Membership contribution owed to the Member.
5. **Liens.** With respect to a delinquent account, the Club, in addition to any remedy provided by law or in equity, shall have a first lien and right of offset against the refundable portion of the Membership contribution to the extent permitted by applicable law for any unpaid dues, fees, assessments, or other charges (the

“Delinquent Amounts”). Such lien shall also include reasonable attorney's fees and costs incurred by the Club incident to the collection of such Delinquent Amounts, or enforcement of such lien, whether or not legal proceedings are initiated. The said lien may, but need not, be recorded among the public records of Palm Beach County, Florida, by filing a claim therein which states the name of the Member, the legal description of the Lot, the number of the Membership and the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien, shall be paid. Such claims of lien shall be signed by an officer of the Club. All such liens may be foreclosed by the Club, in any action at law or in equity.

**6. Collection of Delinquent Accounts.** The Board of Governors may take whatever legal action is appropriate under the laws of the State of Florida to collect all delinquent monies owned to the Club by Members including bringing suit to recover a money judgment for Delinquent Amounts, without thereby waiving the lien that the Club may have as set forth in Section 5 above. The state and federal courts located in Palm Beach County, Florida shall have sole and exclusive jurisdiction over such actions. The prevailing party in any such action shall be entitled to recover its costs and expenses including, without limitation, attorneys' fees, in addition to any other relief to which such party is entitled.

Any payment received and accepted by the Club shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

## **ARTICLE IX**

### **DISCIPLINE**

**1. Grievance Procedure.** A grievance may be initiated against any Member and/or other person for whom the Member is responsible, or a former Member who has purchased Use Rights (“Subject Member”) by (i) any Member in an individual capacity, or (ii) the President or the Chairperson of any Committee of the Board in such person’s official capacity, or (iii) an employee or department head employed by the Club, or (iv) a vendor engaged by the Club, or (v) the General Manager or the Assistant General Manager of the Club on his or her own behalf or on behalf of the Club, an employee, independent contractor, vendor or tenant of the Club, or (vi) a tenant of the Club (“Grievant”), by filing a written complaint with the Grievance Committee (the “Grievance”). A Grievance may be brought by or on behalf of a tenant of the Club only in connection with incidents occurring on Club property.

**(a)** The Chairperson of the Grievance Committee shall promptly deliver a copy of the Grievance to the Subject Member and notify the Subject Member that the Grievance Committee will (i) begin an investigation of the matters which are the subject of the Grievance, and (ii) may meet to determine what, if any, further action is appropriate. If the Grievance Committee proposes to hold any hearing on the Grievance, the Subject Member and the Grievant shall be given not less than ten (10) days’ notice of such hearing and shall be given an opportunity to be heard at such hearing.

**(b)** After completion of its investigation and any hearings that have been conducted, the Grievance Committee shall make a report of its findings, and a recommendation as to disposition of the Grievance, to the Board of Governors, which report and recommendation shall be discussed in executive session at the Board’s next scheduled meeting, or at an earlier special meeting of the Board of Governors if requested by the President or the Chairperson of the Grievance Committee. The Board of Governors shall consider the report and recommendation of the Grievance Committee, and shall make a determination as to disposition of the Grievance. Promptly following such determination, notice of such disposition will be given to the Subject Member and the Grievant.

(c) At any hearing of the Grievance Committee and at any appeal hearing of the Board of Governors with respect to the Grievance, the Subject Member and the Grievant shall be entitled to present such witnesses, testimony or other facts as the Subject Member or the Grievant shall deem appropriate, and the Subject Member or the Grievant may be represented by legal counsel or any other person the Subject Member or the Grievant designates. The Grievance Committee, and the Board of Governors at any appeal hearing, may on their own initiative also call witnesses to testify.

(d) The Subject Member may appeal any decision made by the Board of Governors by filing a written request with the Chairperson of the Grievance Committee within seven (7) days after receipt of the disposition decision by the Subject Member. Any such appeal will be heard and considered by the Board of Governors at a special meeting scheduled within ten (10) days following receipt of the request for appeal. The Subject Member will be promptly notified following such special meeting of the disposition of the appeal, and such disposition shall be final and binding on all persons.

(e) The Board of Governors (or, if a quorum of the Board of Governors is unavailable, the Executive Committee), at a special meeting called for that purpose, in its sole and absolute discretion, may, for a period not to exceed thirty (30) days from the date of its meeting require immediate suspension of the Subject Member for reasons of health, safety, welfare or any other valid reason (as determined by the Board of Governors in its sole discretion) during the pendency and before finalization of the proceedings before the Grievance Committee and the Board of Governors (including any appeal). The Board shall also have the right to stay any suspension pending a filed appeal. The Grievance Committee shall only have the power to make recommendations to the Board of Governors.

**2. Disciplinary Powers of the Board.** The Board of Governors shall have the power to discipline Members and holders of Use Rights, including suspension, imposition of fines, termination of Use Rights, and such other remedies other than expulsion as the Board may determine.

**3. Suspension.** The Board of Governors may, by majority vote, suspend a Member (or Use Rights holder) and any person associated with such Member's Membership (and the guest privileges of any other person whom the Board deems to be involved in the matter) from some or all of the privileges of the Club for a period of up to one (1) year from the date the suspension is imposed. All financial obligations of the suspended Member which accrue during such suspension period must be paid in full as billed and within the time period set forth above as a condition of reinstatement to full privileges. Guests or other invitees of Members may be suspended indefinitely without time limit. The Board of Governors may bar any non-Member who brings litigation against the Club from using any of the Club Facilities in its sole and absolute discretion.

## ARTICLE X

### GUEST PRIVILEGES

#### 1. House Guests.

(a) House guests of Members, which shall include Family House Guests ("House Guests"), may be extended guest privileges to use the Club Facilities upon request of the Member, subject to (i) conditions specified in this Article, (ii) applicable guest fees and charges, and (iii) the Club's Rules and Regulations established from time to time by the Board of Governors.

(b) Members are responsible for the deportment of their House Guests. Members are further responsible for all fees and charges incurred by their House Guest(s).

#### 2. Other Guests.

**(a)** Members also have the right to have guests (other than residents of the Community who are not Members in good standing of the Club) use the Club Facilities upon payment of the applicable guest fees, provided such use is in compliance with these Bylaws and the Club's Rules and Regulations.

**(b)** Club Facilities may be used by sponsoring Members for charitable, religious or other purposes, depending on availability of space and personnel and subject to the prior written approval of the General Manager, provided that any such function that involves the use of the golf or tennis facilities must be approved by the Board of Governors. Such use must comply with Club's Rules and Regulations and the charitable function guidelines established by the Club, if applicable.

**(c)** Residents of the Community who are not Members of the Club may not use any of the Club Facilities, even as a guest, unless it is to attend a party in the Clubhouse for more than sixty (60) people that is not a Club sponsored activity.

**3.** Guest privileges may be denied, withdrawn or revoked with respect to any person at any time by the Board of Governors or the General Manager, in their respective sole and absolute discretion.

## **ARTICLE XI**

### **TRANSFERS OF MEMBERSHIPS**

**1.** Transfers of Memberships are subject to approval by the Board of Governors.

**2.** A Member who purchases another Lot in the Community (the "Additional Lot"), shall be required not only to transfer such Member's existing Membership to the Additional Lot, but shall also be required to reserve the availability of a Club Membership for his original Lot (the "Second Membership") by paying to the Club (i) a non-refundable transfer fee as established by the Board of Governors, (ii) a monthly non-refundable "Holding Fee" equal to the pro-rated amount of Full Membership dues, assessments and charges (minus minimums), for each month or portion of a month that the Member reserves the Second Membership, and (iii) all sales taxes, if any, due with respect to each of the amounts listed in (i) and (ii) above. In the event the Member's original Lot has not been sold by the date that is (a) three years from the date of purchase (i.e. closing of title) of the Additional Lot, or (b) the time period to sell the Lot in the Builder's program in effect on the date of the purchase of the Additional Lot, whichever is later (the "Conversion Date"), the Member shall be required to pay all dues, assessments, and charges of every kind and description which are applicable to Full Membership for the Second Membership. Such payments shall commence on the Conversion Date, together with payment of the non-refundable initiation component of the Full Membership contribution applicable to Full Membership on the date of purchase on the Additional Lot. The Member shall further be required to pay all dues, assessments, fees and charges of every kind and description applicable to the Second Membership commencing on the Conversion Date. In the event a Member who purchases an Additional Lot builds a Qualifying Residence on two adjoining Lots (i.e. his original Lot and the Additional Lot), the Member shall pay a Full Membership initiation fee on the Additional Lot and pay Full Membership dues, fees, assessments and charges on both Lots, but shall be responsible for the minimums for only one Membership.

**3.** Notwithstanding anything contained in Section 2 above:

**(a)** If the Additional Lot is purchased by a Tennis Member, the Membership category applicable to the Additional Lot shall be a Full Membership.

**(b)** If the Additional Lot is purchased by a Sports Member, the Membership category applicable to the Additional Lot shall remain a Sports Membership; provided, however, that the Sports Member must pay Full Membership dues, assessments, fees and charges on such Member's original Lot.

**4.** A Full Member who sells his or her Lot in the Community gives up such Member's Membership but shall have the right to reactivate such Membership; a Tennis Member or a Sports Member shall have the right to reactivate the Member's Membership provided the Member upgrades to a Full Membership at the time of reactivation and if such Member meets all of the following conditions:

**(a)** The Member must close title to a new Lot in the Community within six (6) months from the date of the closing of title on the Member's former Lot;

**(b)** The Member must provide the Club with a copy of the deed and closing statement to the new Lot and/or confirmation of the closing date on which such Member received title to the Lot, within ten (10) days after closing on the new Lot, and must pay the Club within the same ten (10) day period all of the following amounts:

**(i)** An amount equal to the refundable portion of the Membership contribution previously returned to such Member by the Club on the sale of such Member's former Lot in the Community;

**(ii)** A non-refundable reactivation fee as established by the Board of Governors;

**(iii)** An amount equal to the pro-rated portion of a full year's dues and of all charges and/or assessments for the remainder of the Club's Fiscal Year and applicable to Full Membership;

**(iv)** All sales taxes, if any, due with respect to each of the amounts listed in subsections (i) through (iii) above.

**5.** Upon death of a Member, the estate of the deceased Member shall remain responsible for the payment of all dues, fees, assessments, and charges applicable to such Membership until such Membership is transferred in accordance herewith or until the Lot is sold and the purchaser has acquired a new Membership. The person named in the deceased Member's last will and testament as the legatee, or the beneficiary of a trust, or the person entitled to title to the Lot in the Community under the laws of intestacy of the State of Florida should such laws be applicable, shall execute the appropriate documents and become a Member in the Club at such time as such legatee, beneficiary or person ("Devisee") becomes the owner of the Lot, and when that occurs, such Devisee shall commence payment of the current dues, fees, assessments and charges applicable to the Devisee's Membership category.

**6.** Except as provided in this Article XI, the sale or transfer of a Club Membership by a Member is prohibited. Memberships and approval of Memberships can only be granted by the Board of Governors. Any transaction, which, directly or indirectly, is tantamount to a sale of a Membership, will not be sanctioned or approved. The Board of Governors shall have sole discretion to determine the purpose of any transaction involving a Membership and whether to grant approval thereof.

**7.** In the event of a divorce of married Members, the spouse awarded sole ownership of the Lot in the final divorce decree shall be the Member of the Club upon filing the appropriate deed in the public records of Palm Beach County, and the Member shall promptly provide a copy of the recorded deed to the Secretary of the Club. All membership rights of the other spouse shall terminate.

**8.** As used herein, "Institutional First Mortgagee" shall have the meaning ascribed to it in the POA Declaration, and if there is no definition in the POA Declaration, then Institutional First Mortgagee shall mean and refer to any of the following lending institutions having a first mortgage lien upon a Lot or any portion of the Property: (a) a federal or state savings and loan association or commercial bank doing business in the State of Florida, (b) a federal or state building and loan association doing business in the State of Florida, (c) an insurance company or subsidiary thereof doing business in the State of Florida which is approved by the Insurance Commissioner of the State of Florida, (d) a real estate investment trust or mortgage banking

company licensed to do business in the State of Florida, (e) the Federal National Mortgage Association, (f) a pension or profit sharing fund qualified under the United States Internal Revenue Code, (g) any subsidiary of the foregoing licensed or qualified to make mortgage loans in the State of Florida, and (h) any agency of the United States Government. In the event title to a Lot shall vest in a mortgagee based upon a foreclosure action or a deed in lieu of foreclosure, the mortgagee shall as soon as practicable transfer title to the Lot to a person(s) who assumes residency and Membership. Upon the vesting of title in any mortgagee, the refundable portion of the Membership contribution shall be forfeited and shall cease to be refundable. During the period that a mortgagee holds title to the Lot, all dues, fees, assessments and charges must be paid currently, and if not paid shall accrue together with interest, penalties, late fees and fines with respect to any amount due, together with legal fees and expenses to collect any and all of such sums. During any period of time when the Lot does not have a Membership by reason of this provision, neither the Institutional First Mortgagee nor anyone claiming by, through or under such Institutional First Mortgagee shall be entitled to use any of the Club Facilities.

## ARTICLE XII

### POWERS AND LIMITATIONS OF THE BOARD OF GOVERNORS

- 1. Management of the Club.** The governance and administration of the affairs and property of the Club shall be vested in a Board of Governors which shall exercise all powers of the Club, and do all acts and things permitted by statute, by law, and by the Articles of Incorporation, and not prohibited by these Bylaws, necessary to carry out the purposes of the Club.
- 2. Duties and Powers.** The Board of Governors shall, without limiting its general powers as set forth in Section 1 above, have the power to:
  - (a)** Elect the officers of the Club;
  - (b)** Appoint committees and assign duties;
  - (c)** Fill vacancies on the Board of Governors due to death, resignation, inability to perform duties, or otherwise. When such a vacancy occurs on the Board of Governors, the President shall nominate, and the Board of Governors by majority vote shall approve, such recommendation. Governors appointed to fill a vacancy shall serve only until the next election of the Board of Governors following their appointment, at which time they may stand for election if not precluded from serving as a Governor due to term limitations and, if nominated by the Nominating Committee or submitting a petition in accordance with Section 2(c) of Article XIII of these Bylaws. Any person selected to fill a vacancy must meet the qualifications for Governors as provided in Article XIII hereof.
  - (d)** Appoint managers and other employees and delegate such authority as is considered necessary for the proper operation and management of the Club;
  - (e)** Approve all contractual commitments of the Club in excess of \$25,000;
  - (f)** Adopt, alter, amend or repeal the Club's Rules and Regulations governing use of the Club and all its facilities by Members and guests;
  - (g)** Discipline Members and adopt policies and rules related to the discipline of Members under Article IX;
  - (h)** Determine the amount of dues, fees assessments and other charges (dues for a Tennis Member shall not exceed fifty percent (50%) of the amount paid by a Full Member, and dues for Sports Members shall not be less than two thirds (2/3) of the amount paid by a Full Member), for which Members shall be obligated in accordance with Articles VII and Article VIII and otherwise;

- (i) Replace any Governor who shall fail to attend either two (2) consecutive meetings or twenty-five percent (25%) of the regular meetings of the Board of Governors in any one (1) Fiscal Year, unless such absences have been excused by the President in his sole and absolute discretion;
- (j) (1) Expend funds to the extent provided in the approved annual budget for operating purposes with the additional power to exceed said total approved budgeted expenditures by an additional ten percent (10%). Any expenditure for operating purposes in excess of the foregoing authorization must be approved by Members holding a majority of the votes entitled to be cast who are present in person or by absentee ballot at a duly convened Membership meeting;
- (2) Make contracts, create indebtedness, or borrow funds for such operating purposes, up to a maximum aggregate of one million five hundred thousand dollars (\$1,500,000.00) outstanding at any time; and
- (3) Cause promissory notes bonds, mortgages or other evidences of indebtedness to be executed and issued to accomplish the foregoing.
- (k) Prepare and approve annually and will make available to the Membership both an operating and capital budget for the next Fiscal Year; and
- (l) (1) Governors may expend a maximum of Two Thousand Five Hundred (\$2,500) Dollars annually per Member on capital items, not in the ordinary course of business, that in the Board of Governor's opinion are vital to the operation and maintenance of the Club and its premises. Not more than Two Hundred Fifty Thousand (\$250,000) Dollars of the above authorization shall be expended on any one item or related items of expenditure not in the ordinary course of business. The Board of Governors may levy an assessment for capital purposes within the limits of this provision by a majority vote of the entire Board of Governors.
- (2) Any capital expenditures in excess of those authorized in subdivision (1) of this subsection (l) must be approved at a duly convened meeting of the Membership by Members holding a majority of the votes entitled to be cast who are present at said meeting in person or by absentee ballot;
- (3) Levy an annual or monthly assessment for operations against each classification of Membership (without the necessity of a vote by the Members), except as limited by the provision of this subsection (l). For purposes hereof, such annual or monthly assessment for operations shall include, without limitation, all principal, interest, and other amounts payable by the Club to any bank or other financial institution, in connection with financing arrangements related to the capital program or other operations of the Club; and
- (4) Failure to pay any such assessment shall subject a Member to the same penalties as failure to pay any other amounts due the Club (i.e. annual dues, fees, charges, etc.).
- 3. Membership Certificates.** Membership in the Club shall not confer any property rights whatsoever to its Members. Membership certificates, if any, are merely evidence of entitlement to the benefits of Membership.
- 4. Compensation.** Governors shall not receive a salary or any other direct or indirect compensation of any kind or nature whatsoever, but each shall be entitled to reimbursement for all expenses reasonably incurred by them in performing any duties required by these Bylaws and/or the Rules and Regulations of the Club.
- 5. Interpretation of Bylaws.** The Board of Governors shall have the corporate powers to do everything permitted for not-for-profit Corporations by law, by statute, by the Articles of Incorporation, and by these Bylaws, and to determine the interpretation or construction of the Bylaws, or any parts thereof, which may be in conflict or of doubtful meaning, and its decision shall be final and conclusive.



6. Whenever these Bylaws refer to the discretion or the sole discretion of the Board of Governors or the General Manager, it is understood that it shall mean sole and absolute discretion.

7. **Primacy of Action.** The Board of Governors shall have no power or authority to contravene, negate, amend or in any way whatsoever overrule or change any valid action taken at any time by a vote of the Membership.

## ARTICLE XIII

### BOARD OF GOVERNORS

**1. Number of Governors.** The Board of Governors shall consist of eleven (11) persons each of whom shall be a Member in good standing or the spouse of a Member in good standing (collectively "Qualified Persons"); provided, however, that no more than one of the Qualified Persons who share the privileges of a Membership may serve as a Governor at the same time. A Significant Other of a Member may not be a Governor.

#### **2. Nominating.**

(a) At a meeting of the Board of Governors held not less than sixty (60) days before the scheduled date of the next annual Membership meeting, a Nominating Committee consisting of seven (7) Club members shall be appointed. The President shall appoint the Chairperson of said Committee and one additional Member, both of whom shall be members of the Board of Governors; five (5) additional members, none of whom shall be members of the Board of Governors, of said Committee shall be elected by majority vote of the Board of Governors. Members of the Nominating Committee or their spouses shall not be candidates for such election. Members of the Nominating Committee shall serve for a term of one (1) year or until their successors are appointed and qualified.

(b) After polling the Membership for volunteers, the Nominating Committee shall recommend, no later than forty-five (45) days prior to the Members' Annual Meeting, the names of Qualified Persons, selected by a majority vote of the Nominating Committee to be submitted to the Members of the Club at the annual meeting as nominees for election to the Board of Governors. The number of nominees shall be not less than the number of vacancies to be filled in the upcoming election of the Board of Governors; provided, however, that in the discretion of the Nominating Committee, an additional number of nominees not to exceed three (3) Members or other Qualified Persons hereunder may be nominated.

(c) Fifty (50) or more of the Members entitled to vote who are not on the current Nominating Committee or on the Board of Governors may also nominate candidates for the Board of Governors by petition signed by them and filed with the Secretary at least thirty (30) days prior to the date of the Annual Meeting.

(d) To be eligible to stand for election a Candidate must commit in writing to attend the Meet the Candidates forum, the Annual Meeting and Election and the Organizational Meeting of the Board of Governors in person and not by electronic means.

#### **3. Elections.**

(a) The number of candidates receiving cumulatively the highest number of votes on ballots cast by the Membership on or before the Annual Meeting of the Members shall be declared elected as Governors. In all elections for Governors, no vote shall be valid unless a Member has voted for as many candidates as there are vacancies to be filled.

**(b)** Governors who are elected by a vote of the Membership shall serve three (3) year terms, except as provided hereunder.

**(c)** Elected Governors shall be limited to serving consecutively two (2) full three (3) year terms; but any former Governor shall have the right to stand for election to the Board of Governors following at least a one (1) year of absence from the Board of Governors despite the fact that such former Governor may have previously served two (2) consecutive three (3) year terms.

**(d)** The Board of Governors shall appoint one or more independent inspector for the election who shall certify the results of the election. The Board of Governors may, in its discretion, hire an independent certified public accounting firm to certify the results of the election.

**(e)** In the event of a tie between two or more candidates for election as Governors, the Board (including any newly elected members), at its first meeting following the election, shall select, by majority vote, the winner(s) from among the tied candidates; provided, any winner(s) so chosen by the Board shall only serve until the next election of Governors.

**(f)** Elections of the Board of Governors shall be staggered. Out of a Board of eleven (11) Governors, five (5) Governors shall be elected in the 2013 election, four (4) of which shall serve three (3) year terms and one of whom shall serve a one (1) year term. In the 2014 election, three (3) Governors shall be elected. In the 2015 election, four (4) Governors shall be elected. In the 2016 election, four (4) Governors shall be elected. Thereafter, this schedule shall repeat ad infinitum. Notwithstanding the foregoing, the number of Governors to be elected shall coincide with the expiration of terms of serving Governors, so that the size of the Board shall remain constant. In any year in which there is a vacancy on the Board of Governors and a Governor has been appointed to serve only until the next election of Governors, such additional seat on the Board of Governors shall be filled. The Board of Governors shall have the power to make any adjustments reasonably required to maintain a staggered Board of Governors.

**4. Restrictions on Governors.** Members of the Board of Governors or any member of their family may not individually or through any corporate or business entity with which they are affiliated, directly or indirectly, act as a vendor of products or services to the Club without the consent of two-thirds (2/3rds) of the Board of Governors, including the vote of the President (i.e. a minimum of eight Governors, inclusive of the President). Such vote shall be by closed ballot.

## ARTICLE XIV

### MEETINGS OF THE BOARD OF GOVERNORS

**1. Annual Meeting.** Within ten (10) days of the Annual Meeting of the Club Members, the Board of Governors shall hold its initial meeting to elect officers and to consider any other matters as may be properly brought before the meeting.

**2. Special Meetings.** Special meetings of the Board of Governors may be called by the President or by five (5) or more Board members. Notice of any special meeting must contain a statement of the purpose or purposes for which the special meeting is called, and no other business may be transacted at the meeting.

**3. Quorum.** A majority of the Board of Governors shall, at any meeting, constitute a quorum for the transaction of business.

**4. Meetings.** The Board of Governors shall have a minimum of six (6) regular meetings each year at such times as the Board of Governors shall determine. A Governor may attend any meeting by telephone, video conference or other electronic or digital means.

**5. Action Without Meetings.** Any action which may be taken by the Board of Governors, or by any committee thereof, may be taken without a meeting if a unanimous written consent setting forth the action to be taken, signed by all of the Governors, is filed in the minutes of the proceedings of the Board of Governors.

**6. Executive Sessions.** The President or the Board of Governors by majority vote may designate a portion of a meeting of the Board of Governors as an executive session at which Club Members, other than members of the Board of Governors and legal counsel, shall not be in attendance. Executive sessions shall be limited to a discussion of legal matters, personnel matters, grievances or any other matter deemed sensitive by the President or by vote of the Board of Governors. Any Governor who, or whose immediate family member, is the subject of a matter to be discussed in executive session shall be barred from participating in such executive session unless a 2/3 vote of the remaining Governors determines that such Governor may participate in such executive session.

**7. Removal of Governors by Recall Election.** A recall vote to remove a Governor may be requested by petition signed by Members holding at least twenty-five percent (25%) of the votes entitled to be cast. Upon receipt of such petition, the President shall cause a special meeting of the Members to be convened within sixty (60) days, at which meeting one or more Governors may be removed from office by Members holding a majority of the votes entitled to be cast. The President or a 2/3 majority of the Board of Governors may call a special meeting of the Members to be convened within sixty (60) days, at which meeting a Governor who has been suspended pursuant to these bylaws may be removed from office by Members holding a majority of the votes entitled to be cast.

**8.** Upon demonstration to the Board of Governors that a Governor or Governor's spouse has offered his or her Qualifying Residence for sale by (i) listing it with a real estate broker, (ii) by advertising it for sale in any medium or (iii) attempting to sell or otherwise transfer legal or beneficial title to it in any manner not sanctioned by Article V of these Bylaws, such Governor shall automatically vacate his or her seat on the Board of Governors. However, if such Governor shows, to the satisfaction of the remaining majority of the Board of Governors, that the proposed sale or other transfer is an exchange, or involves a transaction that will result in ownership of a Qualifying Residence in the Club, then that Governor's seat will not be automatically vacated. In the event that a Governor's shall be vacated by reason of this provision, it shall be filled in accord with Article XII, Section 2(c) of these Bylaws.

## ARTICLE XV

### OFFICERS AND DUTIES OF OFFICERS

**1. Officers.** The Board of Governors at its initial meeting shall elect from among its members, to serve for the term of one (1) year and until their successors shall be elected, a President. The President shall appoint one or more Executive Vice Presidents and Vice Presidents, a Treasurer, a Secretary, and a Property Owners Association Liaison Representative, and such other officers as the Board of Governors from time to time determines appropriate. The duties of the named officers shall be as follows:

**(a) President.** The President shall be Chairperson of the Board of Governors and shall preside at all meetings and enforce observance of provisions of these Bylaws and all Rules and Regulations of the Club. The President may call special meetings of the Board of Governors, shall be an *ex officio* member of all committees, and is empowered to execute all papers and documents in the ordinary course of business requiring execution in the name of the Club, and such other papers and documents as have been previously approved by the Board of Governors. No person shall serve as President for more than three (3) years consecutively.

**(b) Executive Vice President.** In the absence or disability of the President, the Executive Vice President shall perform and carry out all duties and responsibilities of the President.

(c) **Vice President.** The Vice President shall assist the President and Executive Vice President in carrying out their duties and responsibilities and shall have other duties as directed by the Board of Governors.

(d) **Secretary.** The Secretary shall keep records and minutes of all Board of Governors and Membership meetings, and the Secretary shall be responsible for giving all required notices of such meetings. The Secretary shall have custody of the Seal of the Club, and all Membership records shall be kept under his or her supervision.

(e) **Treasurer.** The Treasurer shall be Chairperson of the Finance Committee. The Treasurer shall cause to be collected, held and disbursed, under the direction of the Board of Governors, all monies of the Club; and it shall be his or her duty to collect monies due to the Club. The Treasurer shall keep or cause to be kept regular books of account and all financial records of the Club, and shall have prepared for and submit to the Board of Governors any proposed budgets and financial statements, when and in the form requested by the Board of Governors. The Treasurer shall deposit or cause to be deposited all monies of the Club in an account or accounts in the Club's name, in a bank or banks designated by the Board of Governors, and shall be bonded for faithful performance in the amount directed by the Board of Governors, such surety bond premium to be paid by the Club. Any other person or persons having access to monies of the Club or its bank accounts shall be similarly bonded.

(f) **Property Owners Association (P.O.A.) Liaison Representative.** The Property Owners Association (P.O.A.) Liaison Representative shall coordinate with P.O.A. those actions approved by the Board of Governors which require action by P.O.A. as well, and shall be the person through whom the P.O.A. coordinates actions taken by its board which require action by the Board of Governors of the Club. The P.O.A. Liaison Representative shall report to the Board of Governors on a regular basis.

1. **Other Officers.** The Board of Governors may appoint additional officers and assign their duties, and the immediate past President of the Board of Governors shall be invited and encouraged to attend all meetings of the Board of Governors as an *ex officio* member and to counsel it and provide it with a measure of continuity, but he or she shall have no vote.

2. **Duties of Officers.** Any officer may be given additional assignments and duties by the Board of Governors.

3. **Removal From Office.** Any officer may be removed from office by a two-thirds (2/3) vote of the members of the Board of Governors, provided the officer is entitled to a hearing before the Board of Governors prior to the time the Board votes on the issue of such officer's removal. Such vote shall be by closed ballot.

4. **Vacancies.** Should a vacancy occur in any office, for any reason, the Board of Governors shall, at its next meeting, elect a person to fill the vacancy from among its members.

5. **Executive Committee.** The Executive Committee shall consist of the President and the Executive Committee members as appointed by the President, and such other officers of the Board, as the Board deems appropriate. A quorum shall be a majority of the members of the Executive Committee. Actions and resolutions of the Executive Committee shall require the approval of the members present.

(a) The Executive Committee shall meet at the written request of one of its members to consider matters within its powers to act upon.

(b) The Executive Committee may act on Club matters only when it is not practical to convene a meeting of a quorum of the Board of Governors of the Club in a timely manner and in accordance with the Bylaws.

(c) A quorum of the Executive Committee shall be a majority of the members of the Executive Committee. Actions authorized and/or resolutions passed by the Executive Committee shall require the unanimous approval of the Committee members present.

(d) Minutes shall be taken at all meetings of the Executive Committee and shall be submitted to the Board at the next meeting of the Board. All actions taken by the Executive Committee at such meeting shall be subject to ratification or approval by Board. However, and notwithstanding the foregoing, in situations determined by the President to be an emergency and, after good faith efforts to convene a meeting of the Board and the inability to do so, action taken by the Executive Committee shall be considered the action of the Board.

## ARTICLE XVI

### COMMITTEES

**1. Standing Committees.** Each year the President, subject to the approval of the Board of Governors, shall designate the chairperson of each of the following committees: Audit, Bridge, Finance, Fitness, Golf, Greens, Grievance, House, Legal, Long Range Planning, Membership and Marketing (including the Children's Sub-Committee), Property, Social, Spa, and Tennis. Each of the committees shall formulate programs and submit them with recommendation to the Board of Governors for its approval. The employees of the Club shall execute such programs and recommendations as are approved by the Board of Governors. The committees shall act only as consultants and advisors to the Board of Governors. Members, excluding members of the Board of Governors, may not serve on more than two standing Committees.

(a) **Audit Committee.** The purpose of the Audit Committee shall be to assist the Board of Governors in fulfilling its oversight and fiduciary responsibilities for the financial reporting process, the system of internal controls over financial reporting, the audit process and the Club's process for monitoring applicable laws and regulations that have an impact on all of the above, including compliance with applicable laws and regulation. The Audit Committee will consist of three (3) members who are independent of the Board and the Finance Committees. The members of the Committee will be financially literate. The Board will appoint the members of the Audit Committee for a term of one year. No member of the Audit Committee should be a member of the Board of Governors, Finance Committee, or the spouse or significant other of a member of the Board of Governors or the Finance Committee. The Audit Committee will report to the equity members of the Club, however, the Audit Committee will keep the Board and management informed of all potential issues that could affect the Club and its operations. In turn, management and the Board will keep the Audit Committee currently informed of all issues that could have an impact on the financial statements and the systems of internal controls. The Audit Committee will prepare an annual report to the members describing the Committees composition, responsibilities, and how they were discharged as well as, if any, applicable material issues that could impact the Club. The external auditors will report to the Audit Committee and all reports issued by them will go directly to the Audit Committee. The Audit Committee shall have the authority to conduct or authorize investigations into any matters within its scope of authority as follows: The Committee has the responsibility to retain or dismiss the external auditors. The Committee can meet with the Club's officers, external auditors, or outside counsel as it may deem necessary. The Committee will meet as necessary, but as a minimum before the commencement of any audit work, during the audit process, at the completion of the audit and upon delivery of the management letter to the Audit Committee by the auditors. The Committee will invite members of management, auditors or others to attend certain meetings and provide pertinent information, as necessary. It may hold private meetings with the auditors and executive sessions.

The Controller of the Club will act as the day to day liaison between the auditors, management and the Audit Committee. The Controller will have the responsibility for overseeing the performance and timing of the work by the auditors with appropriate consultations with the Committee. In addition to the foregoing, the Audit Committee shall:

- Review all significant accounting and reporting issues with the auditors and management. □ Review the results of the annual audit.
- Review the annual financial statements.
- Review, if any, special reports or work done by the auditors.
- Review with the auditors and management the effectiveness of the Club's internal controls over interim and annual financial statements.
- Review the scope of the auditors' review of the Club's internal controls and obtain all reports on their findings together with management's responses.
- Review with the external auditors whether they were satisfied that no conflict of interests arose that required disclosure to the Committee. For example, loans to employees, relationships between vendors and Club management.
- Review with the external auditors the results of their work in determining that the Club was in compliance with all laws and regulations that could have an impact on the Club's financial condition.
- Confirm with the external auditors that they understand that they have unrestricted access to the Audit Committee and that the scope of their work has not been compromised.
- Confirm with the external auditors that the overall preparation of the financial statements is the responsibility of the management of the Club and their role is to independently audit such results, including commenting on the systems of internal controls.

**(b) Bridge Committee.** The Bridge Committee shall advise the Board of Governors on all matters concerning bridge, the promulgation of playing rules for Members and guests, scheduling of tournaments and bridge league events and the arranging of classes.

**(c) Finance Committee.** The Finance Committee shall include, but shall not be limited to, the Treasurer and one (1) other member of the Board of Governors who may be appointed Assistant Treasurer. Except as otherwise provided herein, the Finance Committee shall review and make recommendations upon all matters pertaining to the Club's finances, including but not limited to placing of insurance, filing of tax returns, payment of taxes, preparation of the annual budget, preparation of reports for the Board of Governors on the Club's current financial condition, issuance to members of the Board of a condensed quarterly operating statement, make recommendations concerning loan agreements or other borrowing facilities prior to execution thereof, make recommendations concerning contracts which commit the Club to expenditures or other obligations or liabilities in excess of Twenty Five Thousand Dollars (\$25,000.00); and, conduct of periodic reviews of the Club's insurance and other financial needs.

**(d) Fitness Committee.** The Fitness Committee shall advise the Board of Governors on all matters relating to the operation of the Fitness Center, Children's Play Area, Swimming Pools, and Spa, the employment or engagement of personnel to operate those facilities, the hours of operation and the scheduling of activities.

**(e) Golf Committee.** The Golf Committee shall advise the Board of Governors on all matters concerning the employment of the Senior Golf Professional and the scope of his or her operation, the operation of the Pro Shop and golf carts, the purchase and sale of merchandise and equipment offered for sale in the Pro Shop, the promulgation of playing rules for Members and their guests, the programming of golfing events for Members and their guests, and the maintenance of Members' handicaps. U.S.G.A. rules and regulations shall govern all golf play, except where superseded by local rules.

**(f) Greens Committee.** The Greens Committee shall advise the Board of Governors on all matters concerning the employment of a greens superintendent and the scope of his or her operation, the maintenance of the golf courses, roads and facilities and equipment used in connection therewith. No major alteration shall be made in the golf courses, except with the approval of the Board of Governors.

**(g) Grievance Committee.** All written complaints relative to any Member's conduct shall be first referred to the Grievance Committee. The Grievance Committee shall function in the manner described in Article IX above.

**(h) House Committee.** The House Committee shall advise the Board of Governors on all matters concerning the operations of the Clubhouse and the equipment, furnishings and property therein, but specifically excluding utilities and building maintenance and repairs, which are within the jurisdiction of the Property Committee. The House Committee shall advise on all food and beverage operations. The Chairperson shall designate one (1) member of the House Committee to act as liaison with the Social Committee and one (1) member to act as liaison with the Property Committee.

**(i) Legal Committee.** The Legal Committee shall advise the Board of Governors on legal matters pertaining to the Club.

**(j) Long Range Planning Committee.** The Long Range Planning Committee shall explore the Club's future needs and make recommendations to the Board of Governors regarding, but not limited to, policies impacting the growth and changing nature of the Club and its Membership.

**(k) Membership and Marketing Committee.** The Membership and Marketing Committee subject to the provisions of Article V, Section 3 (b) of these Bylaws, the Committee shall be responsible for advising the Board of Governors on all matters concerning the status of any Membership or the dissemination of Club information. This Committee shall also be responsible to the Board of Governors for the publication of the official newspaper of the Club, for the dissemination of information over the Club's TV channel, for the distribution of other notices to the Membership and for promoting the Club's image to the public. The Membership Committee shall carry out such other duties as may from time to time be assigned by the Board of Governors.

**(l) Children's Sub-Committee.** There shall be a Children's Sub-Committee of the Membership and Marketing Committee. The Children's Sub-Committee shall advise the Board of Governors on all matters concerning the scheduling and arranging of activities and programs for minor children.

**(m) Property Committee.** The Property Committee shall advise the Board of Governors on all matters concerning the maintenance and repair of all buildings, both exterior and interior, the supervision of all building construction, the maintenance, repair and supervision of all water, electrical, telephone and sewer lines, and the facilities and equipment used in connection therewith, except those directly related to and concerning the maintenance and repair of the golf courses. The trees, lawn, garden and shrubbery areas of the Club grounds which are not within the scope of the Greens Committee and the maintenance, repair and construction of wells, water tank, pumps, fences and parking lots shall come under the jurisdiction of the Property Committee.

**(n) Social Committee.** The Social Committee shall advise and coordinate on all matters concerning the social events of the Club.

**(o) Spa Committee.** The Spa Committee shall advise the Board of Governors on all matters related to the operation of the Spa at St Andrews, including the services provided and merchandise offered for sale as well as the employment of a Spa Manager.

**(p) Tennis Committee.** The Tennis Committee shall advise the Board of Governors on all matters concerning the employment of the Director of Tennis, the scope of his or her operation, the operation of the Pro Shop, the purchase and sale of merchandise and equipment offered for sale in the Pro Shop, 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.

**1. Ad Hoc Committees.** The President, subject to the approval of the Board of Governors, may, from time to time, appoint such ad hoc committees, with such powers and composition as the President, with such approval, shall determine.

**2. Powers of Committees.** Each committee shall act only as a committee and the members thereof shall have no individual power or authority. The Committees shall have the power to make suggestions and give advice to the Board of Governors. The Chairperson of each committee may appoint such sub-committees, as he or she deems desirable from the members of the committee. Such sub-committee shall report directly to the committee as a whole, which shall approve, amend or disapprove the report of the subcommittee.

**3. Duties of Committees.** In addition to the responsibilities listed above, each committee shall keep and approve minutes of its meetings, which shall be forwarded to the Secretary for transmission to the Board of Governors and for retention as a permanent record of the Club. In addition, each committee shall report to the Board of Governors at least annually on the recommendations which it has sponsored.

**4. Service as Chairperson.** No Member of the Board of Governors may serve as chairperson of more than one (1) committee unless every member of the Board of Governors is assigned, or has been offered a position as chairperson of a committee. No spouse or person who shares the Membership with a Governor may serve as chairperson of any standing or ad hoc committee. A spouse cannot serve on the same committee where his or her spouse is chairperson.

## ARTICLE XVII

### PREREQUISITE TO LITIGATION

The observance and completion of each of the following procedural steps are mandatory and are jurisdictional prerequisites to the institution of any judicial or other proceedings against the Club, which proceedings concern or involve the Articles of Incorporation, or the Rules and Regulations, or the Bylaws or the operation of the Club:

**1.** A Member aggrieved by any incident or issue which concerns or involves the Articles of Incorporation, or the Rules and Regulations, or the Bylaws, or the operation of the Club shall detail, in writing, the incident or issue to the Secretary of the Board of Governors, who shall report the Member's complaint to the Board of Governors at its next regular meeting. The Board of Governors shall direct the standing committee, which most closely has jurisdiction over the incident or issue to hear and determine the complaint.

**2.** The designated committee shall within thirty (30) days call a meeting to investigate the complaint. The Member shall be afforded a full hearing and opportunity to present witnesses and exhibits. After the hearing is completed, the committee will provide a recommendation to the Board of Governors. The Board of Governors shall then meet and render a decision within fifteen (15) days and shall send copies to the Secretary of the Board of Governors and to the Member by Certified Mail - Return Receipt Requested.

**3.** If the Member is not satisfied with the decision of the Board of Governors, the Member may, within twenty (20) days of its receipt, file a notice of objection with the Secretary of the Board of Governors, who shall immediately report the objection to the Board of Governors. The Board of Governors shall immediately refer the objection to the Grievance Committee for a full review. The Grievance Committee shall, within thirty (30) days, call a meeting at which the Member shall be afforded a full opportunity to present witnesses and exhibits in support of the Member's position. Within fifteen (15) days after the hearing is concluded, the Grievance Committee shall send copies of its written decision to the Secretary of the Board of Governors and to the Member by Certified Mail - Return Receipt Requested.



4. After receipt of the Grievance Committee's decision, if the Member still is not satisfied, he may within twenty (20) days file a further written notice of objection with the Secretary of the Board of Governors. The Secretary will immediately report the objection to the Board of Governors, which shall, within thirty (30) days after their next regular meeting, afford the Member a full hearing by the Board of Governors at which the Member may again present witnesses and exhibits. Within fifteen (15) days after the hearing is concluded, the Board of Governors shall send copies of its written decision to the Secretary of the Board of Governors and to the Member by Certified Mail - Return Receipt Requested.

5. All notices of any hearings and copies of all decisions shall be directed to the first address listed for the Member in the official roster, unless the Member shall specify a different address in the original statement of complaint.

## **ARTICLE XVIII**

### **COST OF LITIGATION**

If any lawsuit is filed by or against the Club, the Board of Governors and/or any members of the Board of Governors acting in such member's official capacity on a matter other than any tort claim, the unsuccessful party in said litigation shall be responsible for all related costs and attorney fees incurred by the prevailing party.

## **ARTICLE XIX**

### **AMENDMENTS**

There are two methods of amending the Bylaws:

1. The Bylaws may be amended by a majority of the votes cast at any duly called and constituted annual or special meeting of the Members of the Club, at which a quorum is present. A proposed amendment must be set forth in the notice of the meeting.

2. The Bylaws may also be amended by the Board of Governors, at any meeting of the Board of Governors, PROVIDED that the proposed amendment shall be set forth in the notice of the meeting, which notice shall be given to the Governors not less than three (3) days prior to the meeting, PROVIDED FURTHER that two-thirds (2/3) of the total members on the Board of Governors approve the amendment, and PROVIDED FURTHER that no such amendment by the Board of Governors shall increase the number of permanent Club Members, or change the relationship of tennis dues to golf dues, and PROVIDED FINALLY that the proposed amendment had been submitted to the Membership and had received the affirmative vote of at least two-thirds (2/3) of the votes cast, but failed to pass solely because of the absence of a quorum. Notwithstanding the foregoing, the Board of Governors shall have the unlimited right to amend the Bylaws to effect non-substantive changes, such as conforming amendments, corrections of grammatical or typographical errors, and the like.

# EXHIBIT "B"

NOT A CERTIFIED COPY



**APPLICATION AND AGREEMENT FOR PARTICIPATION  
IN BUILDER OR INVESTOR PROGRAM # 11  
AS AMENDED EFFECTIVE MARCH 28, 2016**

THE UNDERSIGNED, Dufkop Development LLC, hereinafter referred to as "BUILDER," holder of General Contractor's License # \_\_\_\_\_ issued by the State of Florida or INVESTOR, together with Pierre Dufour, individually and Carlos A. Kopecky, individually (the "GUARANTOR(S)") hereby applies for approval to participate in BUILDER OR INVESTOR PROGRAM #11 (the "BUILDER/INVESTOR PROGRAM" or "Program") adopted by St. Andrews Country Club, Inc., hereinafter referred to as the "CLUB."

**WITNESSETH:**

**WHEREAS**, the CLUB is the owner and operator of certain recreational, dining and ancillary social facilities located within that certain Planned Unit Development more particularly known as ST. ANDREWS COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC. (hereinafter known as the "POA"), located in Palm Beach County, Florida; and

**WHEREAS**, the CLUB has previously adopted Builder programs; and

**WHEREAS**, the CLUB has adopted a new Builder program known as "BUILDER/INVESTOR PROGRAM #11"; and

**WHEREAS**, the CLUB is amending "BUILDER/INVESTOR PROGRAM #11 effective October 27, 2014;

**WHEREAS**, the CLUB has closed all previous Builder programs to future participation as of December 2, 2013; and

**WHEREAS**, the POA has deed restrictions in place as a matter of record requiring each purchaser of a Lot in the POA to acquire a membership in the CLUB; and

**WHEREAS**, the BUILDER OR INVESTOR is the contract vendee of Lot #48, 17747 Foxborough Lane, Boca Raton, FL 33496 within the POA; and

**WHEREAS**, the CLUB is authorized to establish a program providing special incentives to BUILDERS and INVESTORS acquiring a Lot within the POA when the Lot to which such membership is applicable is acquired by a BUILDER or INVESTOR intending to ultimately convey the same to a third party purchaser upon completion of substantial improvements; and

**WHEREAS**, the BUILDER or INVESTOR desires to submit this Application and Agreement for participation in the BUILDER/INVESTOR PROGRAM and by execution of this Application and Agreement expressly agrees to be bound by each and every term thereof and to fully comply therewith in the event this Application and Agreement is approved and accepted by the CLUB; and

**WHEREAS**, as an inducement to the CLUB to allow participation by the BUILDER or INVESTOR in the BUILDER/INVESTOR PROGRAM, the GUARANTOR(S) have executed or shall execute a guarantee of payment by the BUILDER or INVESTOR of each and every financial obligation of the BUILDER or INVESTOR set forth in this Application and Agreement and/or shall provide such other security as required by the Board of Governors of the CLUB ("Board of Governors" or "Board") at the discretion of the Board of Governors; and

**WHEREAS**, the terms and provisions hereof are extended only to those BUILDERS or INVESTORS who are approved by the Board of Governors; and

**NOW, THEREFORE**, the BUILDER or INVESTOR and GUARANTOR(S) submit this Application and Agreement, stating and agreeing as follows:

1. **RECITALS.** The recitals set forth above are true and correct.
2. **DEFINITIONS AND LIMITATIONS.** A participant in the Builder/Investor Program ("Participant") shall mean an individual or group of individuals, or an entity who purchases a Lot (as defined in the St. Andrews Country Club Property Owners Association, Inc. ("POA") governing documents) as a builder/investor for the purpose of renovating an existing home on the Lot, or demolishing an existing home and erecting a new home on the Lot, for resale to a prospective Member of

the CLUB. Notwithstanding anything contained herein, neither a BUILDER nor an INVESTOR shall be qualified to participate in the BUILDER/INVESTOR PROGRAM in the event such BUILDER or INVESTOR shall have a written or verbal agreement with any third party for the purchase by such third party from the BUILDER or INVESTOR of the subject Lot prior to or at the time of acquisition of title to the subject Lot, it being the express intention of the parties that the participation by the BUILDER or INVESTOR in the BUILDER/INVESTOR PROGRAM is designed to afford an opportunity to the BUILDER or INVESTOR to market the Lot to a third-party purchaser if, and only if, no contract or other agreement exists by and between the BUILDER or INVESTOR and such third party for the ultimate conveyance of title to the subject Lot at or prior to the time of acquisition of title to the subject Lot by the said BUILDER or INVESTOR. All other terms shall have the meaning ascribed to them in the Bylaws of the CLUB.

3. COMPLETE DISCRETION OF CLUB. The BUILDER or INVESTOR and the GUARANTOR(S) acknowledge, agree and understand that the CLUB has complete and sole discretion in accepting or denying this Application and Agreement submitted by the BUILDER or INVESTOR and GUARANTOR(S), which discretion may be arbitrarily exercised by the CLUB. The BUILDER or INVESTOR and GUARANTOR(S) understand and agree that the acceptance of this Application and Agreement by the CLUB does not create and shall not be construed to create any vested right in favor of the BUILDER or INVESTOR, GUARANTOR(S), or any third person or entity whether or not in privity with the Builder with the BUILDER or INVESTOR and GUARANTORS to participate in the BUILDER/INVESTOR PROGRAM or any subsequent program, if any, enacted by the CLUB at any future time, and the rights granted hereunder are expressly not assignable by the BUILDER or INVESTOR to any other third person or entity. The BUILDER or INVESTOR and GUARANTOR(S) expressly acknowledge and agree that the CLUB shall have the right to deny the present or future participation by BUILDER, INVESTOR and/or GUARANTOR(S), or any other third person or entity for any Lot within the POA in the sole and absolute discretion of the Board of Governors, which may be arbitrary.

4. FINANCIAL OBLIGATIONS. The Participant shall pay a fee (the "Fee") of \$75,000. ~~\$55,000~~ shall be refundable when the Lot is sold to a new Member who pays the then applicable Initial Membership Contribution for the Member's applicable category of membership and all other required amounts, provided that the Participant has complied with all of the requirements of this program in a timely fashion and has paid all of the required dues, fees, assessments and other charges due to the CLUB. The Participant shall also pay an application fee in an amount determined by the Board and shall complete a background check and provide a current financial statement, which background check and financial statement must be satisfactory to the Board in its sole and absolute discretion as a prerequisite to approval. After six (6) months from the date the first monthly payment of dues, fees, assessments and charges were due from the Participant for the Participant's Lot, if the Participant has complied with all of the requirements of the Program up to that point and wishes to purchase one or more additional Lots in the Program and is approved by the Board for one or more additional Lots in the Program, the Participant shall only be required to pay \$20,000 upfront as a Fee for each such additional Lot. The Participant will pay all applicable dues, fees, assessments and charges otherwise due for each additional Lot in the Program. If the Participant is an entity, each individual with a fifty percent (50%) or greater interest, or if there are no individuals with a fifty percent (50%) or greater interest, then individuals having an interest aggregating fifty percent (50%) or more in the Participant, must sign a guarantee of payment in his, her or their individual capacity(ies), together with his, her or their spouse(s), in order to satisfy the financial requirements of the Program. As an alternative to a guarantee of payment signed by an individual Participant, or a majority in interest of the individual owners of a Participant entity, a bond, letter of credit or other security acceptable to the Board of Governors in its sole and absolute discretion may be substituted as security for the Participant's performance for any Lot in the Program.

The Participant shall pay all dues, fees, assessments and charges as are then required to be paid by Full Members. Except as limited below and provided that the Participant is in good standing, The Participant shall have the same right to the use of CLUB facilities as Sports Members (or Full Members if he, she or it pays the undiscounted Full Membership fee and the applicable dues, fees assessments

charges, trail fees and minimums as are then required to be paid by Full Members), except that Members shall be entitled to a preference for all reservations and appointment times, including, but not limited to, dining, fitness, spa, tennis and golf reservations.

During the Season (defined as November 1<sup>st</sup> to and including April 30<sup>th</sup> of each year), Participants shall have limited use of CLUB facilities other than dining venues. Other than dining venues, any use of CLUB facilities by Participants during the Season shall be at the sole and absolute discretion of the General Manager of the Club or his designee, whose prior approval must be obtained,

A Participant may not participate in any CLUB tournaments nor may the Participant vote in any election or referendum. No Participant may serve on the Board of Governors or on any Committee of the Board. A Participant shall not be obligated to pay food and beverage or Spa minimums required of Members except as otherwise provided above. If the Participant uses a golf cart on CLUB property, the Participant must pay the same trail fees required of Members. If the Participant is an entity, it must designate one individual who will be the Designated User as defined in the CLUB's Bylaws. Only the Designated User of the entity and his or her spouse shall be entitled to use the CLUB facilities.

Notwithstanding anything to the contrary set forth above, a Participant who is also a Member of the CLUB in good standing shall not have his, her or its membership rights limited or affected by virtue of participation in the Program.

The Board shall have the right to approve or disapprove any application for participation in the Program in its sole and absolute discretion. In addition, the Board may change the usage rules and/or the financial requirements described in Section 4 above in its sole and absolute discretion.

5. **RENTAL OR OCCUPATION PROHIBITED.** Neither a Participant nor any other person shall rent or occupy the home on the Participant's Lot at any time during the term of the Participant's participation in the Program. Such action shall constitute a default under the Program. Should any person occupy the home on the Participant's Lot during the term of a Participant's participation in the Program, the Participant shall automatically, without any further action required, become a Full Member and shall be obligated to pay all dues, fees, assessments, charges and dining, spa and other minimums

and trail fees required of Full Members of the CLUB, retroactive to the closing date of the Participant's purchase of the Lot as determined by the date on the HUD-1 Settlement Statement and going forward. In addition, the Participant shall forfeit any refund of the Fee or portion thereof that the Participant may have been otherwise entitled to and shall pay the difference between the Fee previously paid and the Full Member Initial Membership Contribution then required to be paid by Full Members. Notwithstanding the foregoing, the Property may be occupied by the Seller of the Property pursuant to a Use and Occupancy Agreement for a period not to exceed ninety (90) days and such occupation shall not constitute a default under the Program. The CLUB may immediately proceed against any security it has to collect such balance due, together with any and all other funds due the CLUB. Upon full payment of all sums due by reason of such action, and provided the Participant is current on all of its obligations to the CLUB, Participant shall then have all of the rights and privileges of a Full Member (e.g. voting, eligibility to serve on any Committee of the Board or on the Board) and be subject to all requirements of Full Members.

6. ASSIGNMENT PROHIBITED. The Participant may only transfer a Lot by sale to a purchaser who becomes a Full Member or a Sports Member (in the event a Sports Membership is available) of the CLUB and pays the full Initial Membership Contribution, and further conditioned upon the purchaser having received a Certificate of Compliance issued by the POA. Any attempted transfer in violation of the foregoing shall constitute a default under the Program and shall cause the Participant to become a Full Member. Any transfer or attempted transfer of an interest in an entity which is a Participant in the Program shall be a violation of the prohibition against assignment and shall constitute a default under the Program and shall cause the Participant to become a Full Member. In the event of an attempted or invalid transfer, the Participant shall further forfeit any refund of the Fee paid by Participant and shall immediately pay the difference between the Fee previously paid and the Initial Membership Contribution then required to be paid by Full Members and the CLUB may immediately proceed against any security provided by the Participant to collect such balance due, together with any and all other funds then due the CLUB. The Participant shall be obligated to pay all dues, fees, assessments, charges and



dining, spa and other minimums and trail fees required of Full Members of the CLUB, retroactive from the closing date of the Participant's purchase of the Lot (determined by the date on the HUD-1 Settlement Statement).

7. **DURATION.** The Participant must sell the Lot to a Full Member or a Sports Member (if a Sports membership is then available) within thirty-six (36) months calculated from the closing date of the purchase of the Lot as determined by the date on the HUD-1 Settlement Statement. After thirty-six (36) months, if the Participant has not sold the Lot to a Member who pays the then applicable Initial Membership Contribution for the Member's applicable category of membership and all other required amounts, the Participant shall become a Full Member and shall immediately pay the difference between the Fee previously paid and the Initial Membership Contribution then required to be paid by Full Members and the CLUB may immediately proceed against any security provided by the Participant to collect such balance due, together with any and all other funds then due the CLUB. The Participant shall be obligated to pay all dues, fees, assessments, charges and dining, spa and other minimums and trail fees required of Members of the CLUB, retroactively from the closing date of the Participant's purchase of the Lot (determined by the date on the HUD-1 Settlement Statement).

8. **BOARD'S RIGHT TO SET FURTHER LIMITING CONDITIONS.** The Board shall have the right to set further limiting conditions for participation and financial requirements in the Program or otherwise amend the Program and amend the requirements for any particular application.

9. **APPLICABILITY.** The Program shall be retroactive to December 2, 2013, the date the bylaws were amended to include the Program. All previous Builder/Investor Programs shall be closed to new participants. Those builders/investors participating in previous Builder/Investor Programs shall continue to be subject to the terms of such previous Builder/Investor Program and shall, additionally, be permitted to use CLUB facilities, subject to the same rules regarding use of CLUB facilities as Participants in the Program, provided such participants are in good standing with the CLUB and have completed all of the financial and other requirements required of them in a timely fashion.

10. JOINT AND SEVERAL GUARANTEE. As and for additional consideration to the CLUB in support of this Application and Agreement, and as an inducement to the CLUB to allow participation by the BUILDER or INVESTOR in the BUILDER/INVESTOR PROGRAM, the undersigned GUARANTOR(S), who in the case of an entity BUILDER or INVESTOR hereby represent and warrant that each GUARANTOR(S) owns a beneficial interest in the BUILDER or INVESTOR or are the spouse of a person owning such beneficial interest, shall and do hereby guarantee the full and timely payment of any and all indebtedness, obligations and performance of all duties of BUILDER or INVESTOR hereunder, including but not limited to payment of any and all sums due the CLUB as more particularly set forth herein, and the undersigned GUARANTOR(S) shall pay all amounts at any time as to which BUILDER or INVESTOR is in arrears on demand, and will make good any and all defaults occurring under the terms and provisions of this Application and Agreement. Notwithstanding anything contained herein, the payment of any and all sums by the GUARANTOR(S) as set forth herein shall not operate as an assignment to GUARANTOR(S) of the rights of BUILDER or INVESTOR under this Application and Agreement, nor shall payment of any and all such sums be construed as vesting in the GUARANTOR(S) the right to participate in the BUILDER/INVESTOR PROGRAM, nor shall it include the right to receive a refund of all or any portion of any Fee or Membership Contribution paid by the BUILDER or INVESTOR. The GUARANTOR(S) agree that this guarantee constitutes a guarantee of payment when due and not of collection, and waives any right to require that any resort be had by the CLUB against the BUILDER or INVESTOR prior to attempted enforcement of GUARANTOR's obligations hereunder. GUARANTOR(S) waive any alleged requirement, substantive or procedural, that a judgment previously be rendered against the BUILDER or INVESTOR or any other person prior to enforcement of the rights of the CLUB as to the GUARANTOR(S). This guarantee is a continuing obligation and shall be binding upon the GUARANTOR(S) and GUARANTOR'S heirs and successors-in-interest. The obligations of GUARANTOR(S) are joint and several.

11. **COUNTERSIGNATURE BY CLUB.** In the event the CLUB shall have determined to accept the BUILDER or INVESTOR into the BUILDER/INVESTOR PROGRAM, the CLUB shall cause its duly authorized officer to execute this Application and Agreement in the space provided below, and the date of such countersignature shall constitute the Acceptance Date.

In the event for whatever reason in its absolute discretion the CLUB shall determine not to accept the BUILDER or INVESTOR into the BUILDER/INVESTOR PROGRAM, the CLUB will within thirty (30) days of such determination so notify the BUILDER or INVESTOR and refund the entire amount paid by BUILDER or INVESTOR with this Application and Agreement other than the application fee.

In the event that within thirty (30) days after receipt by the CLUB of this Application and Agreement, the CLUB has neither countersigned this Application and Agreement nor notified BUILDER or INVESTOR that this Application and Agreement has not been accepted, such failure to notify the BUILDER or INVESTOR shall be deemed rejection of the application and the CLUB shall within ten (10) days thereafter refund the entire amount tendered by the BUILDER or INVESTOR, other than the application fee.

12. **GOVERNING LAW: JURISDICTION.** This Application and Agreement shall be construed and interpreted pursuant to and under the laws of the State of Florida. Any action brought to enforce, limit, cancel or otherwise affect this Agreement shall be brought in the Courts of Palm Beach County, Florida.

13. **RECORDATION.** At the option of the CLUB, this Application and Agreement may be recorded in the public records of Palm Beach County, Florida, and shall constitute a lien securing all payments due to the CLUB on the subject Lot.

14. **NOTICES.** All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if: (a) personally delivered with proof of delivery, (b) sent by certified mail, return receipt requested, (c) by facsimile (with transmission confirmation and telephone inquiry to further confirm receipt), (d) via email; or (e) sent by overnight courier providing proof of delivery to a party at his, her or its address shown below or such

other address provided notice of such address in given in accordance with this paragraph. Notice given by personal delivery, facsimile, email or by overnight courier shall be deemed given on the date delivered. Notice given by certified mail, return receipt requested shall be deemed given three (3) days after the postmark on the notice.

**If to Builder or Investor:**  
Dufkop Development LLC  
150 E. Palmetto Drive, 8<sup>th</sup> Floor  
Boca Raton, FL 33432

**If to Guarantor:**  
Pierre Dufour  
800 S. Ocean Blvd., Apt. 505  
Boca Raton, FL 33432

**If to Guarantor:**  
Carlos A. Kopecny  
1519 SE 7<sup>th</sup> Court  
Deerfield Beach, FL 33487

**If to St. Andrews Country Club, Inc.:**  
St. Andrews Country Club, Inc.  
17557 Claridge Oval West  
Boca Raton, FL 33496  
Email: [rdente@standrewscc.com](mailto:rdente@standrewscc.com)  
Attn: Rick Dente, General Manager and COO

15. **ENTIRE AGREEMENT.** This Agreement, including the Exhibits hereto and such other and/or additional security instruments as have been approved by the Board of Governors constitutes the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes all prior written or oral representations, commitments, arrangements or understandings with respect thereto. It may not be modified except by a writing signed by all parties.

**SIGNATURES CONTINUE ON NEXT PAGE**

IN WITNESS WHEREOF, the undersigned hereunto set their hands and seals on the \_\_\_\_\_ day of November 8/2019.

Witnesses:

[Signature]  
Edith Garcia

Witnesses:

[Signature]  
Edith Garcia

Witnesses:

[Signature]  
Edith Garcia

Witnesses:

[Signature]  
Edith Garcia

Witnesses:

[Signature]  
Edith Garcia

Witnesses:

[Signature]  
Edith Garcia

BUILDER or INVESTOR:

[Signature]  
Pierre Dufour, Manager and President  
Dufkop Development LLC

BUILDER or INVESTOR:

[Signature]  
Carlos A. Kopecny, Authorized Member  
Dufkop Development LLC

GUARANTOR:

[Signature]  
Pierre Dufour, Individually

GUARANTOR:

[Signature]  
Diane Chayer, Individually

GUARANTOR:

[Signature]  
Carlos A. Kopecny, Individually

GUARANTOR:

[Signature]  
Cintia Kopecny, Individually

**SIGNATURES CONTINUE ON NEXT PAGE**

Witnesses

[Signature]  
Print Name: Kristen Pfeifer

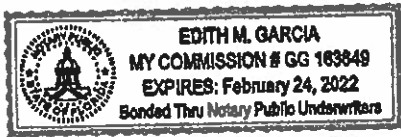
[Signature]  
Print Name: Angela Silvestri

ST. ANDREWS COUNTRY CLUB, INC.

By: [Signature]  
Jonathan Sherwin Boardman

STATE OF Florida  
COUNTY OF Palm Beach

On the 8th day of November 2019, before me personally came Pierre Dufour, Manager and President, Dufkop Development LLC and individually who is personally known to me or who produced Canadian Passport as identification and who acknowledged to me that he/she signed the within Application and Agreement as his/her act and deed for the uses and purposes therein.

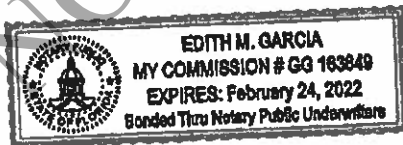


Notary Public

[Signature]

STATE OF Florida  
COUNTY OF Palm Beach

On the 11th day of November 2019, before me personally came Carlos A. Kopecny, Authorized Member, Dufkop Development LLC and individually who is personally known to me or who produced FL Drivers License as identification and who acknowledged to me that he/she signed the within Application and Agreement as his/her act and deed for the uses and purposes therein.



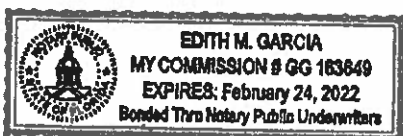
Notary Public

[Signature]

**SIGNATURES CONTINUE ON NEXT PAGE**

STATE OF Florida  
COUNTY OF Palm Beach

X  
On the 8<sup>th</sup> day of November 2019, before me personally came Diane Chayer, individually who is personally known to me or who produced Canadian Passport as identification and who acknowledged to me that he/she signed the within Application and Agreement as his/her act and deed for the uses and purposes therein.



Notary Public Edith M. Garcia

STATE OF Florida  
COUNTY OF Palm Beach

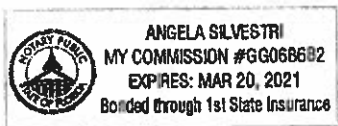
On the 11<sup>th</sup> day of November 2019, before me personally came Cintia Kopecky, individually who is personally known to me or who produced FL Drivers License as identification and who acknowledged to me that he/she signed the within Application and Agreement as his/her act and deed for the uses and purposes therein.



Notary Public Edith M. Garcia

STATE OF Florida  
COUNTY OF Palm Beach

On the 14 day of November 2019, before me personally came Jonathan Sherwin who is personally known to me or who produced \_\_\_\_\_ as identification and who acknowledged to me that he/she signed the within Application and Agreement as his/her act and deed for the uses and purposes therein.



Notary Public Angela Silvestri

# EXHIBIT "C"

NOT A CERTIFIED COPY



CFN 20190428417  
 OR BK 31041 PG 845  
 RECORDED 11/21/2019 08:39:58  
 Palm Beach County, Florida  
 AMT 300,000.00  
 DEED DOC 2,100.00  
 Sharon R. Bock  
 CLERK & COMPTROLLER  
 Pgs 0845-0849: (5Pgs)

Prepared by and return to:  
 Gregory S. Gefen, PA  
 1801 N. Military Trail #203  
 Boca Raton, FL 33431  
 File Number: U19-1531

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed made this 15th day of November, 2019 between David Kessler, a married man, Individually and as Co-Trustee of the Rosalyn Kessler Revocable Trust Agreement Dated May 12, 2014, whose post office address is 9 Oxford Street, Chevy Chase, MD 20815 and Barbara Kessler Koltun, a single woman, Individually and as Co-Trustee of the Rosalyn Kessler Revocable Trust Agreement Dated May 12, 2014, whose post office address is 12028 Devilwood Drive, Potomac, MD 20854 grantor, and Dufkop Development LLC, a Delaware limited liability company, whose post office address is 150 E. Palmetto Park Road, Suite 800, Boca Raton, FL 33432, grantee:**

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida to-wit:**

**Lot 48, Plat No. 2 St. Andrews Country Club (a P.U.D.), according to the map or plat thereof as recorded in Plat Book 43, Page 170, Public Records of Palm Beach County, Florida.**

**Parcel Identification Number: 00-42-46-33-02-000-0480**

**Grantor, David Kessler warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is 9 Oxford Street, Chevy Chase, MD 20815.**

**Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.**

**To Have and to Hold, the same in fee simple forever.**

**And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2019.**

**CONTINUED ON NEXT PAGE**

DoubleTime®

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Yael Summerfield  
Witness #1 Signature  
Yael Summerfield  
Witness #1 Name

David Kessler  
David Kessler, Individually and as Co-Trustee of the  
Rosalyn Kessler Revocable Trust Agreement Dated May 12,  
2014

Aziz Bekishov  
Witness #2 Signature  
Aziz Bekishov  
Witness #2 Name

State of Maryland  
County of Montgomery

The foregoing instrument was acknowledged before me this 12th day of November, 2019 by David Kessler, who  is personally known or  has produced a driver's license as identification.

[Notary Seal]

Aziz Bekishov  
Notary Public

Printed Name: Aziz Bekishov

My Commission Expires: February 28<sup>th</sup>, 2022



**AZIZ BEKISHOV**  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires February 28, 2022

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Pascale Centola  
Witness #1 Signature

Pascale Centola  
Witness #1 Name

Fern J. Brodney  
Witness #2 Signature

Fern J. Brodney  
Witness #2 Name

Barbara Kessler Koltun  
Barbara Kessler Koltun, Individually and as Co-Trustee of  
the Rosalyn Kessler Revocable Trust Agreement Dated May  
12, 2014

State of Maryland  
County of Montgomery

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of November, 2019 by Barbara Kessler Koltun, who  
 is personally known or  has produced a driver's license as identification.

[Notary Seal]

Fern J. Brodney  
Notary Public

Printed Name: Fern J. Brodney

My Commission Expires: December 29, 2021

**FERN J. BRODNEY**  
Notary Public  
Montgomery County, Maryland  
My Commission Expires Dec. 29, 2021

**CERTIFICATE OF COMPLIANCE w/Country Club Membership Requirements  
in the ST. ANDREWS COUNTRY CLUB Community**

**THIS IS TO CERTIFY** that ST ANDREWS COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC. ("ASSOCIATION"), hereby approves: Dufkop Development LLC, a Delaware limited liability company, [NAME OF BUYER] as grantee(s) of the following LOT in the St. Andrews Country Club Community:

**Lot: 48 17747 Foxborough Lane  
Plat #2 Book 43 Pages 170 - 178  
Palm Beach County, Florida  
[LEGAL DESCRIPTION]**

That as of the date hereof the Lot referenced above is in compliance with Article XI, Section 37 of the Second Amended and Restated Declaration of Covenants and Restrictions for St. Andrews Country Club.

Dated this 18 day of November, 2019

Signed sealed and delivered  
in the presence of:

ST ANDREWS COUNTRY CLUB PROPERTY OWNERS  
ASSOCIATION, INC.

(Sign) [Signature]

(Print): Adele Forman

By: [Signature]  
Jeffrey Cannon, Treasurer

(Sign) [Signature]

(Print): Courtney Herbig

STATE OF FLORIDA )

:SS

PALM BEACH COUNTY )

The foregoing instrument was acknowledged before me this 18th day of November, 2019, by Jeffrey Cannon as Treasurer on behalf of ST. ANDREWS COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC. Both are personally known to me.

[Signature]  
NOTARY PUBLIC  
PRINT/STAMP/TYPE NAME:  
COMMISSION EXPIRES:  
COMMISSION NUMBER:



ETTA WEISS  
Commission # GG 320075  
Expires May 1, 2023  
Bonded Thru Budget Notary Services

**St. Andrews Country Club Property Owners Association, Inc.,  
a Florida corporation not for profit**

**Approval of Owner(s) and/or Occupant(s)**

Re: Lot #: 48 Plat No: 2, ST. ANDREWS COUNTRY CLUB (a P.U.D.), according to the plat thereof, recorded in plat book 43, page(s) 170 - 178, of the public records of Palm Beach County, Florida;  
also known as: 17747 Foxborough Lane, Boca Raton, Florida 33496 (the "Property")

The ownership and/or occupancy of the above described Property by the following person(s) is hereby certified to be in compliance with Article XI, Sections 38, 39 & 40 of the SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR ST. ANDREWS COUNTRY CLUB, recorded in Official Records Book 22636, Page 1392, of the Public Records of Palm Beach County, Florida:

- 1. Dufkop Development LLC, a Delaware limited liability company

St. Andrews Country Club Property Owners Association, Inc., a Florida corporation not for profit

By: [Signature]  
Jeffrey Cannon, Treasurer

STATE OF FLORIDA  
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 2019, by Jeffrey Cannon as Treasurer on behalf of ST ANDREWS COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC. Both are personally known to me.

Seal



ETTAWEISS  
Commission # GG 326078  
Expires May 1, 2023  
Bonded thru Budget Notary Services

[Signature]  
Notary Public - Signature

Etta Weiss  
Notary Public - Printed Name

# EXHIBIT "D"

NOT A CERTIFIED COPY



CFN 20080182417  
OR BK 22636 PG 1392  
RECORDED 05/13/2008 13:43:47  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1392 - 1443; (52pgs)

**PREPARED BY &  
RETURN TO:**

Warren J. Kozlow, Esq.  
WARREN J. KOZLOW, P.A.  
5850 Coral Ridge Drive  
Suite 201  
Coral Springs, Florida 33076

**SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
ST. ANDREWS COUNTRY CLUB**

WHEREAS, that certain DECLARATION OF COVENANTS AND RESTRICTIONS FOR ST. ANDREWS COUNTRY CLUB dated July 21, 1982, was recorded July 21, 1982 in Official Records Book 3762, Page 1564, of the Public Records of Palm Beach County, Florida ("Original Declaration"); and

WHEREAS, by that certain Assignment of Declarant's Rights dated November 9, 1989, and recorded November 13, 1989 in Official Records Book 6258, Page 1152, of the Public Records of Palm Beach County, Florida, ST. ANDREWS DEVELOPMENT COMPANY OF BOCA RATON, INC., a Florida corporation ("Declarant"), the Declarant party to the Original Declaration, assigned certain of its rights under said Original Declaration to ST. ANDREWS COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), and;

WHEREAS, the Association, for all purposes with respect to the Original Declaration shall, without limitation, have the assigned rights of Declarant, as well as the rights, duties and obligations set forth herein; and

WHEREAS, the Declarant was at the time of the Original Declaration the owner of that certain real property known as St. Andrews Country Club Plat No. 2, as described in Exhibit "A" attached hereto and made a part hereof, and all of the real property described in Exhibit "A" ("Property") has been subjected to the Original Declaration, pursuant to the Original Declaration and amendments, supplements and/or restatements thereof; and

WHEREAS, the Association adopted and caused to be recorded that certain AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR ST.

ANDREWS COUNTRY CLUB, dated January 9, 1994, and recorded March 18, 1994 in Official Records Book 8173, Page 1090, of the Public Records of Palm Beach County, Florida; and

**WHEREAS**, it is the intent of the Association to continue a general plan and uniform scheme of development and improvement of the Property; and

**WHEREAS**, the Association wishes to provide for the preservation and enhancement of property values, amenities and opportunities within St. Andrews Country Club in order to contribute to the personal and general health, safety and welfare of the property owners and residents therein, and in order to maintain the land and improvements therein, and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth; and

**WHEREAS**, at or about the time of recording the Original Declaration in the public records of Palm Beach County, Florida, the Declarant caused to be incorporated under the laws of the State of Florida, St. Andrews Country Club Property Owners Association, Inc., a corporation not for profit, to provide an entity for enforcing and carrying out the purposes and intent of the Original Declaration and the requirements of Palm Beach County, Florida (the "County"), in connection with the Property;

**NOW, THEREFORE**, the Association hereby declares that the Property is, and shall continue to be, held, transferred, sold, conveyed and occupied subject to the covenants, reservations, restrictions, easements, assessments, charges, liens and other provisions set forth in the Original Declaration, as previously amended, supplemented and restated, and as amended and restated in this Second Amended and Restated Declaration of Covenants and Restrictions for St. Andrews Country Club, as it may be further amended, supplemented and/or restated in the future ("Declaration").

## **ARTICLE I DEVELOPMENT CONCEPT**

The Property has been developed as a planned, luxury, single family residential community, known as St. Andrews Country Club, consisting of approximately 749 Lots. The development also includes private roads, a country club, recreational facilities and other amenities. The Association shall be responsible for the maintenance of the Association Property and the Common Property. The membership of the Association shall consist of the Lot Owners.

The Association shall assess each Lot various charges as more specifically described hereinafter, for the purpose of funding the obligations of the Association. The Association shall also be responsible for enforcement of all of the restrictions and other terms set forth in this Declaration, as well as the Rules and Regulations established by the Association. However, in



keeping with the Association's intent to establish a general plan and uniform scheme of development and improvement, the restrictions and other terms set forth in this Declaration are also enforceable by the Lot Owners among themselves and individually, subject to the reserved power of the Association to approve exceptions or variations.

Notwithstanding any terms of this Declaration, or any other documents, brochures or plans, the Association hereby states that the development concept represents only the present development of the Property and hereby reserves the right to modify the plans and composition of the Common Property, at any time, as it deems desirable, in its sole and absolute discretion.

## ARTICLE II DEFINITIONS

Section 1. Definition of Terms. The following terms, as used in this Declaration, shall have the following meanings:

A. **Accessory Structure** shall have the meaning set forth in the Architectural Review Board Manual, as it may be amended from time to time.

B. **Act** means the Florida Homeowners' Associations Act, Chapter 720, Florida Statutes, as such chapter may be amended and/or renumbered in the future, and any successor act(s).

C. **Architectural Review Board** or **A.R.B.** means the board appointed pursuant to Article X of this Declaration.

D. **Articles** or **Articles of Incorporation** mean the Association's Articles of Incorporation, as they have been amended, supplemented and/or restated in the past, and as they may be further amended, supplemented and/or restated in the future.

E. **Assessment** means that charge against the Lots made by the Association from time to time, for the purposes set forth herein.

F. **Association** means St. Andrews Country Club Property Owners Association, Inc., a Florida corporation not for profit, and its successors and/or assigns, if any.

G. **Association Property** means all personal property and real property which may be owned or acquired by the Association, for the sole benefit and private common use and enjoyment of all Lot Owners, but does not include the Common Property or the Lots.

H. **Board** or **Board of Directors** means the Board of Directors of the Association.

I. **By-Laws** mean the Association's By-Laws, as they have been amended, supplemented and/or restated in the past, and as they may be further amended, supplemented and/or restated in the future.

J. **Commercial Tract** means that certain parcel of land designated as the "Commercial Tract" and described in Exhibit "A" attached hereto and made a part hereof.

K. **Common Expense** means all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth hereinafter.

L. **Common Property** means all parts of the Property which are not Country Club Property and are not platted as Lots and excluding the Commercial Tract.

M. **Country Club** means St. Andrews Country Club, Inc., a Florida corporation not for profit, and its successors and assigns, which shall operate the Country Club Property.

N. **Country Club Property** means all portions of the Property which are currently designated as Country Club Property and are owned by the Country Club, and which shall be operated by the Country Club as a private country club with golf, tennis and related facilities.

O. **County** means Palm Beach County, Florida.

P. **Day** shall mean a calendar day, unless noted otherwise.

Q. **Declaration** means this instrument, and all exhibits hereto, as it may be amended, supplemented and/or restated from time to time.

R. **First Mortgage** means any valid, recorded Mortgage (as hereinafter defined) having priority over all other Mortgages on the same property.

S. **First Mortgagee** means the holder of a First Mortgage recorded in the Palm Beach County, Florida Public Records that encumbers one or more Lot(s).

T. **Institutional First Mortgagee** means a bank, bank holding company or subsidiary thereof, savings and loan association, insurance company, credit union, union pension fund, mortgage company, agency of the United States Government, or any other lender so designated by the Board of Directors, holding a First Mortgage that encumbers one or more Lot(s).

U. **Lot** means any plot of land shown as a residential lot on the recorded subdivision plats of the Property, as such plats may be amended, supplemented and/or revised, together with any improvements located on the Lot, excluding the Commercial Tract and any improvements on the Commercial Tract. Notwithstanding the foregoing, when: (a) a single Lot Owner owns

two (2) abutting Lots (whether combined by Unity of Title or otherwise) and there is only one (1) single family residence (including ancillary buildings) located upon the two (2) Lots (whether the single family residence is located on one or both Lots), or (b) a single Lot Owner owns a Lot and a portion, but not all, of an abutting Lot (whether combined by Unity of Title or otherwise) and there is only one (1) single family residence (including ancillary buildings) located upon the two (2) Lots (whether the single family residence is located on one or both Lots); then in either event, the following shall apply:

1. The two (2) abutting Lots as described in (a) and (b) above shall be deemed a "Combined Lot".

2. Except as more fully described below with respect to Article XI, Section 37, all Combined Lots described in (a) above shall be deemed two (2) Lots for all purposes herein, and all Combined Lots described in (b) above shall be deemed 1½ Lots for all purposes herein.

3. Combined Lots in existence on January 18, 2007 shall be deemed to be one (1) Lot for purposes of Article XI, Section 37 herein.

4. Combined Lots which come into existence after January 18, 2007 shall be deemed to be two (2) Lots for purposes of Article XI, Section 37.

5. In the event that a single Lot Owner owns more than two (2) abutting Lots, and he wishes to combine two (2) Lots into a Combined Lot, then he shall designate no more than two (2) abutting Lots as a Combined Lot by written notice to the Association, and any remaining Lot shall be a single Lot for all purposes herein.

**V. Lot Owner or Member** means the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

**W. Mortgage** means any valid instrument, recorded in the Palm Beach County, Florida Public Records, that encumbers any interest in real property as security for the repayment of a promissory note or the performance of any other obligation.

**X. Property** means all of the real property encompassed in St. Andrews Country Club, as described in Exhibit "A", attached hereto and made a part hereof.

**Y. Rules and/or Regulations** mean any rules and/or regulations adopted, from time to time, by the Board of Directors, the Architectural Review Board, or any committee authorized by the Board of Directors, pursuant to this Declaration and/or the other governing documents of the Association, which Rules and/or Regulations shall be deemed supplements to this Declaration.

**Z. St. Andrews Country Club** means the Property and developments and improvements therein.

**ARTICLE III  
PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. Property. Upon the recordation hereof, the Property shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

Section 2. Transfer or Assignment by the Association. The property rights and obligations of the Association may be transferred or assigned to another person or entity similar in nature and purpose to the Association. No such transfer or assignment, however, shall affect any revocation, change or addition to the covenants established by this Declaration, except as hereinafter provided.

**ARTICLE IV  
ST. ANDREWS COUNTRY CLUB  
PROPERTY OWNERS ASSOCIATION, INC.**

Section 1. Formation; Purposes. On or about March 17, 1982, the Association was formed by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Florida. The purposes and powers of the Association shall be all of the purposes and powers set forth in this Declaration and in its Articles of Incorporation and By-Laws. The Association shall be responsible for the execution, performance, administration and enforcement of all the terms and conditions of this Declaration.

Section 2. Membership. A person or entity shall become a Member of the Association upon acquisition of fee simple title to any Lot in St. Andrews Country Club, by filing of record therefor a deed in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, evidencing such ownership. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred or conveyed by operation of law. If title to a Lot is held by more than one person, each person shall be a Member of the Association, but no Lot shall be entitled to more than one (1) vote. Membership shall be appurtenant to and may not be separated from ownership of the Lot. No person or entity holding an interest of any type or nature whatsoever in a Lot only as the security for performance of an obligation shall be a Member of the Association.

Section 3. Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration and the Articles of

Incorporation, By-Laws and Rules and Regulations of the Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein.

Section 4. Voting. As to all matters on which the membership shall be entitled to vote, there shall be one (1) vote for each Lot subjected to this Declaration, including any Lots owned by the Association, which vote may be exercised or cast by the Lot Owner in such manner as may be provided in the By-Laws of the Association. Should any Member own more than one (1) Lot, such Member shall be entitled to exercise or cast one (1) vote for each such Lot; and those Members who own more than one (1) Lot, but less than two (2) Lots, as described in Article II, U(b) shall be entitled to cast One and One-Half (1½) votes. With respect to each Lot owned by other than a natural person or persons, the Lot Owner shall file with the Secretary of the Association a notice designating the name of an individual who shall be authorized to cast the vote of such Lot Owner, either in person, by proxy or by absentee ballot. In the absence of such designation, the Lot Owner shall not be entitled to vote on any matters coming before the membership. A Member's voting right will be suspended if that Member is delinquent in the payment of regular annual Assessments more than ninety (90) days.

## ARTICLE V ASSOCIATION PROPERTY AND COMMON PROPERTY

Section 1. Title to Common Property. The Association Property and Common Property are intended for the use and benefit of the Members of the Association and their guests, licensees and invitees. Title to the Common Property is vested in the Association. The Association shall be responsible for the management, maintenance and operation of the Association Property and the Common Property and for the payment of all property taxes and other assessments which are liens against the Association Property and the Common Property.

Section 2. Acquisition and Sale of Property. The Association shall have the power and authority to acquire or divest itself of such interests in real and personal property as it may deem beneficial to its Members. Such interests may include fee simple or other absolute ownership interests, leaseholds or such other possessory use interests as the Association may determine to be beneficial to its Members. Any property acquired pursuant to this Section shall be Association Property or Common Property, as determined by the Board of Directors.

Section 3. Maintenance of Property. The Association shall, by virtue of the appointment of a real estate management agent, through independent contractors and/or by its own personnel, be responsible for the maintenance and repair of the Association Property and the Common Property (except as may otherwise be set forth herein).

Section 4. Rules and Regulations Governing Use of Association Property and Common Property. The Association, through its Board of Directors, shall regulate the use of the

Association Property and Common Property by its Members and their guests, licensees and invitees, and may, from time to time, promulgate such Rules and Regulations consistent with this Declaration, governing the use thereof as it may deem to be in the best interest of its Members. A copy of all Rules and Regulations established hereunder and any amendments thereto, shall be made available to all Members of the Association. Such Rules and Regulations may be enforced by legal or equitable action, or by any other remedies for enforcement provided for in this Declaration.

Section 5. Enforcement of Restrictions. The Association, through its Board of Directors, its officers or its authorized committees, shall have the authority to enforce restrictions imposed by this Declaration, in any manner permitted by law and/or equity, including without limitation, actions for permanent or temporary restraining orders or injunctions, and actions for the imposition of Assessments and fines.

Section 6. Continual Maintenance. If there should ever be a dissolution of the Association, the Lot Owners shall immediately, upon dissolution, hold title to the Common Property and Association Property as tenants in common and shall collectively provide for the continued maintenance and upkeep of the Property in a manner or under a procedure acceptable to the County. In no instance shall the County be obligated to accept any dedication offered to it by the Lot Owners or the Association pursuant to this section, but the County may accept such a dedication, and any acceptance by the County must be done by formal resolution of the then empowered Board of County Commissioners.

## ARTICLE VI ASSESSMENTS AND FINES

Section 1. Procedure. The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

Section 2. General Assessments.

A. General Assessments shall be determined annually for the purpose of maintenance and management of the Association, the Association Property and the Common Property. Maintenance and management expenses referred to herein include, but are not limited to, reserves for maintenance, repairs, replacements, capital improvements and other reserve items determined by the Board; the cost and expense of operation, maintenance and management of the Association, the Association Property and the Common Property; property taxes and assessments on the Association Property and the Common Property; insurance on the Association Property and the Common Property; public liability insurance; legal and accounting fees and expenses; management fees; normal repairs and replacements; charges for utilities used upon the Association Property and Common Property; cleaning services; expenses and liabilities incurred by the

Association in the enforcement or defense of its rights and duties against Members or others; and all other expenses deemed by the Board of Directors of the Association to be necessary and proper for management, maintenance, repair, operation and enforcement.

B. The Association shall at least annually estimate the expenses it expects to incur and the period of time involved therein and may assess its Members sufficient monies to meet this estimate. Should the Association, through its Board of Directors, at any time determine that the Assessments made are not sufficient to pay the expenses, or in the event of emergency or other unanticipated event, the Board of Directors shall have authority to levy and collect additional general Assessments to meet such needs. All notices of Assessments from the Association to the Members shall designate when they are due and payable. All general Assessments shall be charged at a uniform rate for each Lot so that all Lots subject to a general Assessment shall be assessed equally.

C. General Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine.

### Section 3. Special Assessments.

A. The Association may levy a special Assessment against all Lot Owners for any of the following purposes: the acquisition of property; defraying the cost of construction of capital improvements to the Association Property or the Common Property; the cost of construction, reconstruction, unexpected substantial repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; reserves; legal fees and costs incurred by, and judgments against, the Association, its directors, officers or others acting on its behalf; and for any other purpose reasonably determined by the Board. When a proposed special Assessment exceeds One Thousand Dollars (\$1,000.00) per Lot in any calendar year, then it must have the approval of the membership of the Association, to be obtained at a duly convened regular or special meeting at which a quorum exists and such meeting is called at least in part to secure this approval, by an affirmative vote of a majority of the total Members' votes present in person or by proxy or by absentee ballot.

B. **Emergency Special Assessments.** The Board of Directors may also levy an emergency special Assessment without the approval of the Members when, in its sole and absolute determination, there is imminent potential danger or damage to persons or property. Such Assessments may be utilized to pay for preventive, protective or remedial construction, reconstruction, improvements, repairs or replacements, or as otherwise determined by the Board of Directors. Events justifying emergency special Assessments include, but are not limited to, hurricanes, floods and fires.

C. All notices of special Assessments from the Association to the Members shall designate when the Assessment is due and payable. All special Assessments shall be at a uniform

amount for each Lot assessed, regardless of whether a particular special Assessment affects all Lots or less than all Lots, or the Common Property or Association Property.

D. Special Assessments shall be collectible in such manner as the Board of Directors shall determine.

Section 4. Individual Assessments; Right of Entry and Performance. The Association may levy an individual Assessment against a particular Lot for the costs and expenses (including without limitation, an administrative fee charged by the Association in an amount to be determined by the Board of Directors in its discretion from time to time, and attorneys' and paralegals' fees and court and other costs incurred by the Association prior to trial, and for all trial, appellate and post-judgment proceedings) for any action(s) taken pursuant to this Section, or any other section of this Declaration, and any other costs and expenses incurred or imposed, including without limitation, fines (unless prohibited by the Act), and interest shall accrue on all such amounts at the maximum rate allowable under the Florida usury laws from the date when due until payment is received by the Association.

The Association shall have a right of entry onto any Lot (which shall not be deemed a trespass and which shall not impose any liability whatsoever on the Association or its employees and/or agents making such entry) in order to perform any inspections, maintenance, repairs, removals or replacements, or to cure any violation of this Declaration or the Rules and Regulations (including without limitation, the right to abate or eliminate any nuisance), which the Lot Owner, following not less than ten (10) business days written notice, has failed or refused to perform, correct or abate. The Association's right of entry shall include the right to perform work on the Lot, the single family residence, any other permanent or temporary structures or improvements, driveways and landscaping. The Association and its employees and/or agents shall have no liability for any damage caused by any action pursuant to this Section, except for damage caused by the gross negligence or willful misconduct of the Association or its employees and/or agents. Any action taken by the Association pursuant to this Section shall not preclude the Association from also imposing fines against the Lot Owner, or from enforcing any other remedy available to the Association as set forth in this Declaration, or otherwise.

Section 5. Effect of Non-Payment of Assessments.

A. If the payment of any Assessment is not received by the Association on the date when due, the Assessment shall then become delinquent and, together with interest thereon at the maximum rate allowable under the Florida usury laws and the costs of collection (including without limitation, attorneys' and paralegals' fees and court and other costs incurred by the Association prior to trial, and for all trial, appellate and post-judgment proceedings), shall become a continuing lien on the Lot against which the Assessment is made, and shall also be the continuing personal obligation of the Lot Owner at the time of Assessment. In addition, the delinquent Lot Owner shall also be liable to the Association for an administrative late fee equal



to the greater of \$25.00 or five percent (5%) of the amount of each installment that is paid past the due date, or such greater amount as may be established by the Board of Directors and allowed under applicable law.

B. If the Assessment is not paid within thirty (30) days after the due date, then the Association, after sending written notice to the defaulting Lot Owner and the failure of the defaulting Lot Owner to pay such Assessment, and all other amounts then due, within ten (10) business days thereafter, shall have the right to accelerate and require such defaulting Lot Owner to pay to the Association Assessments for the next 12-month period, based upon the then existing amount of Assessments. In the event of such acceleration, the defaulting Lot Owner shall continue to be liable for any increases in the regular Assessments, for all special Assessments, and for all other Assessments and other amounts payable to the Association during such 12-month acceleration period. The Association may also record a Claim of Lien in the public records of Palm Beach County, Florida (at such time as permitted under applicable law), setting forth the amount of the unpaid Assessment, the rate of interest due thereon, and any other amounts then and thereafter due and payable, including without limitation, attorneys' and paralegals' fees and court and other costs incurred by the Association prior to trial, and for all trial, appellate and post-judgment proceedings. The Association may at any time thereafter, subject to applicable law, bring an action to foreclose the lien against the Lot and/or bring a suit on the personal obligation against the Lot Owner, and there shall be added to the amount of such Assessment the cost of such action (including reasonable attorneys' and paralegals' fees and court and other costs incurred by the Association prior to trial, and for all trial, appellate and post-judgment proceedings) and, in the event a judgment is obtained, such judgment shall include all of the foregoing amounts, as reasonably determined by the Court(s).

C. In the event that a check given to the Association for payment of an Assessment shall be dishonored for any reason whatsoever, the Association shall have the right, in its sole and absolute discretion, to charge an administrative fee determined by the Board of Directors from time to time, which shall, in no event, be less than Fifty Dollars (\$50.00). This fee shall be deemed to be a part of the Assessment, shall be secured by the Assessment lien against the affected Lot, and may be enforced in the same manner as any other Assessment, as provided hereinabove.

Section 6. Subordination to Lien of Mortgages. The lien for Assessments for which provision is herein made shall be subordinate to the lien of any bona fide First Mortgage. The subordination shall apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged Lot pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of the First Mortgage. No sale or transfer shall relieve any Lot from liability for any Assessment thereafter becoming due, nor from the lien of any such subsequent Assessment. The written opinion of the Association that the Assessment lien is subordinate to a First Mortgage lien shall be dispositive of any questions of subordination.

Except as set forth above, the priority of the Association's lien for Assessments for every Lot shall relate back to, and be effective as of, the recording of this Declaration.

Notwithstanding the preceding paragraph, unless prohibited by applicable law, or subject to any limitation imposed by applicable law, a person or entity acquiring title pursuant to the foreclosure of a First Mortgage or any other Mortgage, or the conveyance in lieu of foreclosure of such First Mortgage or other Mortgage, shall be jointly and severally liable with the previous Lot Owner for all unpaid Assessments that came due up to the time of transfer of title, subject to any limitation imposed by statute.

Section 7. Certificate of Assessments. The Association shall prepare a roster of the Lots and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Member. The Association shall, upon demand, furnish a Member liable for Assessments a certificate in writing signed by an officer of the Association, setting forth whether the Member's Assessments have been paid and/or the amount which is due as of any date. Such Certificate of Assessment from the Association shall be binding on the Association as to parties without knowledge of error, who rely thereon.

Section 8. Estoppel Certificate. At the request of a Lot Owner or his prospective grantee, the Association shall prepare an Estoppel Certificate which shall set forth any Assessments and charges due upon any Lot at the time of the scheduled conveyance and certify as to whether or not there are violations of this Declaration or the Rules and Regulations with respect to the Lot as of the date of preparation of such Estoppel Certificate. The Association or its authorized agent may charge \$150.00 (or such greater amount as may be allowed by law and adopted by the Board of Directors from time to time) for providing an Estoppel Certificate, plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with providing the Estoppel Certificate.

Section 9. Financial Obligations of Country Club Memberships. For purposes of clarification, and with the express intention of making no modification to the existing Assessment provisions of this Declaration, the following is provided: Notwithstanding any term in this Declaration which may be to the contrary, the financial obligations of Country Club membership and other obligations of a Lot Owner to the Country Club as provided for in Article XI, Section 37 of this Declaration shall not be an Assessment against any Lot under this Declaration.

Section 10. Fines. The Association shall have the right and authority, but not the duty, to impose fines against any Lot Owner for each violation of this Declaration, the Articles, By-Laws or Rules and Regulations by the Lot Owner and/or the Lot Owner's tenant, guest and/or invitee, and the Association may also and simultaneously impose fines against any such tenant, guest and/or invitee who has committed a violation of this Declaration, the Articles, By-Laws or Rules and Regulations; provided, however, that any such fine shall only be levied in accordance with the applicable provisions of the Act, and the Board of Directors shall establish a committee

and notice and hearing procedures in the Rules and Regulations consistent with the Act regarding the imposition of fines. No fine shall exceed the greater of: (a) \$100.00 per violation, or (b) such greater amount as allowed by the Act and adopted by the Board of Directors. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, as set forth in the Rules and Regulations, except that no such fine shall exceed \$100,000.00 in the aggregate (exclusive of any late charge, interest, court costs and attorney's and paralegals' fees for all trial, appellate and post-judgment proceedings), unless a greater amount is allowed by the Act and adopted by the Board of Directors. Unless prohibited by the Act, an unpaid fine shall become a lien against the Lot, which may be recorded and foreclosed in the same manner as a lien for unpaid Assessments. No fine shall be imposed if the violation is cured within ten (10) business days after notice of the violation is sent by the Association to the Lot Owner and/or the Lot Owner's tenant, guest and/or invitee (or such longer period of time as may be set forth in such notice), and no fine shall be imposed until the notice, hearing and any other requirements of the Act have been complied with, as addressed in the Rules and Regulations.

## ARTICLE VII MAINTENANCE OF PROPERTY

Section 1. Association Responsibilities. The Association shall be responsible for maintenance of the Association Property and Common Property including, but not limited to, the following areas:

- A. Roadways and walkways;
- B. Parking areas;
- C. Maintenance and storage areas;
- D. Entrance area and guardhouse; and
- E. The lakes, grassed swales and any other components of the permitted surface water management system.

Section 2. Lot Owner Responsibilities. All maintenance of a Lot shall be the responsibility of the Lot Owner, unless otherwise herein stated.

- A. The maintenance obligations of the Association, as set forth in Section 1, shall be the obligation solely of the Association. Except for the payment of Assessments, the Members shall have no individual right to repair, alter, add to, replace, paint or in any other way maintain

the Association Property, the Common Property or any other portion of the Property other than the Lots.

B. Notwithstanding anything contained in this Declaration, the expense of any maintenance, repair or construction of any portion of the Association Property, the Common Property, or a Lot necessitated by the negligent or willful acts of a Lot Owner or his family or guests shall be borne solely by such Lot Owner and his Lot shall be subject to an individual Assessment for such expense.

Section 3. Additional Lot Owner Responsibilities. Notwithstanding anything to the contrary set forth in Article V, Sections 1 or 3, in this Article VII, or in any other provision of this Declaration, a Lot Owner shall be responsible for maintenance (including without limitation, grass areas, trees and plantings) of that part of the Common Property located between his Lot and any roadway, except any sidewalk located on such Common Property, and the Owner of a Lot on a lake shall be responsible for maintenance of that part of the Common Property located between his Lot and the lake. If a Lot Owner fails to perform the maintenance described above, then the Association may perform such maintenance on behalf of the Lot Owner and may levy an individual Assessment against a particular Lot and the Lot Owner for the cost of such maintenance which the Lot Owner has failed to perform as required herein, and all other terms related to the collection of individual Assessments set forth in this Declaration shall apply.

Section 4. The Architectural Review Board Rules and Regulations shall govern all structural and landscaping improvements and changes made upon any Lot, the Association Property, the Common Property and the Commercial Tract.

#### **ARTICLE VIII EASEMENTS, ASSOCIATION PROPERTY, COMMON PROPERTY, RIGHT OF ENTRY**

Section 1. Members' Easements of Enjoyment. Subject to the provisions of this Article and Article V hereof, each Member of the Association shall have a right and easement of enjoyment in and to the Association Property and the Common Property, which shall be appurtenant to and shall pass with the title to every Lot subject to this Declaration.

Section 2. Extent of Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of maintaining or improving the Association Property and the Common Property, and to mortgage the Association Property and the Common Property;

B. The right of the Association to take such steps as are reasonably necessary to protect and maintain the Association Property and the Common Property;

C. The right of the Association to suspend the rights of a Member and/or a Member's tenants, guests, and/or invitees to use the Common Property and Association Property, as permitted by applicable law and as may be set forth herein and in the Rules and Regulations;

D. The right of the Association to charge reasonable admission, use and other fees for the use of certain amenities; and

E. The right of the Association to dedicate or transfer all or any part of the Association Property and/or the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication, transfer or determination as to the purposes or conditions thereof shall be effective unless Members holding at least two-thirds (2/3) of the total Members' votes have voted in favor of such dedication, transfer, purpose or condition at a duly convened regular or special meeting at which a quorum exists, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action.

Section 3. Easement for Utilities and Other Services. The Members' easements of enjoyment shall be subject to easements, hereby reserved over, through and underneath the Association Property, the Common Property and the Lots, for present and future utility and other services to St. Andrews Country Club, including, but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, television wires, telephone cables, security wires, street lights, cable tv systems, fiber optic cables for other services, and any other service or technology deemed reasonably necessary or desirable by the Board of Directors. Easements for such utility and other services are reserved by the Association for all buildings and improvements which have been or may be constructed in St. Andrews Country Club, and the Association may grant specific easements to utility companies and others as reasonably necessary.

Section 4. Emergency Right of Entry. In case of any emergency originating in, or threatening any Lot, regardless of whether the Lot Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the management agent under any management agreement between the Association and a third party, shall have the right, but not the obligation, to enter such Lot for the purpose of remedying, or abating, the cause of such emergency and such right of entry shall be immediate and shall not be deemed a trespass.

Section 5. Easement for Sidewalks. Notwithstanding the fact that sidewalks, bike paths or golf cart paths may be located upon a Lot, such sidewalks, bike paths or golf cart paths (other than those situated on Country Club Property) are subject to an easement for use by all Lot

Owners, their guests, licensees and invitees. It shall be the obligation of the Association to maintain the sidewalks, bike paths and golf cart paths other than on the Country Club Property.

Section 6. Easement for Country Club Members. A perpetual nonexclusive easement for ingress, egress and access to and from the Country Club Property is hereby granted over all Common Property (including, without limitation, all roadways located within and being a portion of the Common Property) to the Country Club, its successors in interest and assigns, and mortgagees, if any, and to all members, licensees, guests, invitees and employees of the Country Club, its successors in interest and assigns, and perpetual easements for drainage and utilities are hereby granted over all Common Property to the Country Club, as owner of the Country Club Property, and its successors in interest and assigns with respect to the Country Club Property.

Section 7. Ingress and Egress - Commercial Tract. A perpetual, nonexclusive easement for ingress, egress and access to and from the Commercial Tract over all Common Property (including, without limitation, all roadways located within the Common Property) and Association Property is hereby granted to St. Andrews Country Club Realty, Inc. and to its successors in title and assigns, and to all licensees, guests, invitees and employees of St. Andrews Country Club Realty, Inc., its successors in title and assigns.

Section 8. Drainage and Utility Easements - Commercial Tract. Perpetual, nonexclusive easements through and underneath the Common Property and the Country Club Property for drainage and present and future utility services to and from the Commercial Tract, including, but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, television wires, telephone cables, security wires and street lights is hereby granted to St. Andrews Realty Company, Inc., its successors in title and assigns.

**ARTICLE IX**  
**[Intentionally Omitted]**

**ARTICLE X**  
**ARCHITECTURAL REVIEW BOARD**

Section 1. Membership of the Architectural Review Board. The Board of Directors of the Association shall appoint an Architectural Review Board (the "A.R.B.") for the purposes hereinafter set forth. The A.R.B. shall consist of such number of Lot Owners, not less than five (5) nor more than eleven (11), as the Board of Directors may from time to time determine. Members of the A.R.B. shall serve at the pleasure of the Board of Directors, and any vacancy on the A.R.B. may be filled by the Board. At any meeting of the A.R.B., a quorum shall consist of not less than one-third (1/3) of the members of the A.R.B., and any action by the A.R.B. shall

require the affirmative vote of a majority of the A.R.B. members voting at any meeting at which a quorum is present. Meetings of the A.R.B. may also be attended by the Association's manager, consulting architect and/or any other person(s) authorized by the Board of Directors, who shall not be voting member(s) but may assist the A.R.B. in fulfilling its duties hereunder.

Section 2. Purpose of the A.R.B. The A.R.B. shall provide for a systematic and uniform approval process of all proposed improvements and construction of any type or nature whatsoever within St. Andrews Country Club (which includes, without limitation, the Lots, the Common Property and the Commercial Tract). The improvements and construction contemplated hereunder shall include, but not be limited to, any building, fence, wall, swimming pool, screened enclosure or screening of any type, sewer drainings, disposal system, decorative building, landscaping and any and all types of structures or improvements, whether or not the purpose thereof is purely decorative or otherwise, and any additions, modifications and/or alterations thereof. The A.R.B. shall review all plans for improvements, it being the intent of the Association to provide for the harmonious and aesthetically pleasing development and maintenance of St. Andrews Country Club. The A.R.B. shall evaluate the proposed improvements with emphasis upon exterior design, materials and color; location of the improvement in relation to surrounding structures and/or improvements; topography; and conformity to the restrictive covenants imposed hereunder. The A.R.B. may, in its discretion, impose standards for improvements and construction which may be greater or more stringent than standards prescribed in applicable building, zoning and other governmental codes or requirements.

Section 3. Review and Approval by the A.R.B. The plans and specifications for any and all improvements shall be reviewed by the A.R.B. No improvement of any type or nature whatsoever shall be commenced unless and until the approval thereof shall be obtained in writing from the A.R.B. In the event that: (i) there is any existing violation of this Declaration, the Rules and Regulations, or the A.R.B. Rules and Regulations pertaining to a Lot, (ii) any document or other item requested by the A.R.B. pertaining to a Lot is past due in receipt, or (iii) a Lot Owner submitting a request to the A.R.B. is in violation of this Declaration, the Rules and Regulations, or the A.R.B. Rules and Regulations with respect to any Lot in St. Andrews Country Club, then, notwithstanding anything set forth in this Declaration to the contrary, the A.R.B. may refrain from taking any action in reviewing and approving submitted plans or specifications until such violation is corrected, or any document or other item is received.

No review or approval of plans or specifications by the A.R.B. shall imply or be deemed to constitute an opinion by the A.R.B. of, nor impose upon the A.R.B. any responsibility for, the design or construction of building elements, including, but not limited to, structural integrity of improvements or the compliance with applicable governmental and quasi-governmental requirements. The scope of any review and approval of plans or specifications by the A.R.B. is limited solely to whether the plans meet certain requirements, standards and guidelines established in the Declaration and/or by the A.R.B. relating primarily to aesthetics and the harmony and compatibility of the proposed improvements with other improvements at St. Andrews Country

Club. Any such review or approval will create no liability of the A.R.B. to any purchaser of the improvements or to any other person or party whomsoever. Furthermore, neither the Association or the A.R.B., nor any person acting on behalf of them, shall be liable for any costs or damages incurred by a Lot Owner or any other party whatsoever, due to any mistake in judgment, negligence or any action or inaction of the A.R.B. in connection with its approval or disapproval of plans and specifications. Each Lot Owner and occupant of any property in St. Andrews Country Club agrees, as do their successors and assigns by acquiring title to a Lot or an interest in a Lot or by assuming possession of a Lot, that they shall not bring any action or suit against the directors or officers of the Association, the members of the A.R.B., or their respective agents, in order to recover for any cost or damage allegedly caused by the action or inaction of the A.R.B.

Section 4. Rules and Regulations. The A.R.B. shall promulgate such Rules and Regulations as it deems necessary and proper, setting forth guidelines and procedures to be followed by any applicant seeking its approval as required in Article X, Section 3 hereof, which, in any event, shall not be in conflict with the provisions of this Declaration and which shall afford to each applicant a reasonable and adequate opportunity to present his proposal. The A.R.B. Rules and Regulations shall include, but not be limited to, an adequate application form together with such reasonable fees for processing applications as the A.R.B. may deem necessary. A.R.B. Rules and Regulations, as promulgated, shall be subject to the approval of the Board of Directors of the Association and, upon such approval, a copy thereof shall be made available to all Members in the office of the Association. Any revisions, additions, deletions and/or amendments to the A.R.B. Rules and Regulations shall, likewise, have the approval of the Board of Directors of the Association and copies shall be made available in the office of the Association to all Members.

Section 5. Procedure Before the A.R.B. An applicant may, at the applicant's discretion, initially request a meeting with one or more member(s) of the A.R.B. to discuss any proposed improvement or improvements that the applicant may contemplate for the purpose of securing information regarding the covenants and restrictions set forth herein. Prior to the commencement of any work on the premises contemplated for improvement, an applicant must submit to the A.R.B. such fully executed application form and fees as may then be required by the A.R.B., such additional information as the A.R.B. may reasonably require (which may include samples of exterior materials and exterior color selections to be used in the improvement), and three (3) sets of plans and specifications for the proposed improvement or improvements in sufficient detail so that the A.R.B. may be able to adequately make the determinations required of it pursuant to this Declaration and the A.R.B. Rules and Regulations.

The plans and specifications shall have been prepared, signed and sealed by an architect, landscape architect, engineer and/or surveyor, as determined by the A.R.B., licensed in the State of Florida and, in addition to complete construction working drawings, there shall be included a surface water drainage plan showing existing and design grades and/or contours relating to the



predetermined ground floor finish elevation as established by the A.R.B. Further, two (2) sets of plans and specifications for the building's landscaping design and irrigation systems shall be included.

No later than thirty (30) days after receipt of the plans and specifications (unless the applicant waives this time requirement in writing), the A.R.B. shall respond to the application in writing by approving said application, approving said application with required modifications, disapproving said application, or requiring additional information. In the latter event, the A.R.B. shall respond in writing no later than thirty (30) days after receipt of said requested additional information (unless the applicant waives this time requirement in writing). In the event the A.R.B. fails to respond within said thirty (30) day period (or such additional time as may be allowed by the applicant pursuant to a waiver), the plans and specifications shall be deemed approved. In the event of approval of said plans and specifications, the applicant shall provide the A.R.B. with written notice of the following:

A. Proposed change in approved plans and/or specifications as approved by the A.R.B. Any and all alterations, deletions, additions and changes of any type or nature whatsoever in the plans and/or specifications as approved by the A.R.B. shall be subject to the approval of the A.R.B. in the same manner as is required for approval of original plans and/or specifications; and

B. Use and Occupancy. The improvement shall not be used or, in the instance where a Certificate of Occupancy is applicable, it shall not be occupied until such time as the A.R.B. has inspected the premises and approved same, in writing, for compliance with plans and specifications as previously approved by the A.R.B., and, where applicable, a copy of the Certificate of Occupancy and/or an original "as-built" survey has/have been delivered to the A.R.B. In the event the A.R.B. fails to respond within ten (10) days (excluding Saturdays, Sundays or legal holidays) after receipt of: (i) the Certificate of Occupancy or other written notice of completion, and/or (ii) an "as-built" survey, the work shall be deemed approved and this requirement shall be deemed waived by the A.R.B.

Section 6. Disapproval. In the event of disapproval of plans and/or specifications as submitted, no work or construction shall be commenced in furtherance of the proposed improvement. The applicant, in such event, may request a formal meeting with the A.R.B. to review plans and specifications as submitted. The meeting shall take place no later than thirty (30) days after written request for the meeting is received by the A.R.B. (unless applicant waives this time requirement in writing). The A.R.B. shall make a final written decision no later than thirty (30) days after the meeting and, in the event the A.R.B. fails to provide a written decision, the plans and specifications shall be deemed approved. Upon continued disapproval, the applicant may request a formal meeting before the Board of Directors of the Association, which shall take place no later than thirty (30) days subsequent to the receipt of the request by the Board (unless applicant waives this time requirement in writing). If the Board of Directors fails to grant a meeting within thirty (30) days after receipt of request for such meeting, then the plans and

specifications shall be deemed approved. The Board of Directors shall make a final decision no later than thirty (30) days after such meeting and, in the event the Board of Directors fails to provide such written decision, such plans and specifications shall be deemed approved. The decision of the Board of Directors shall be final and binding upon the applicant, his heirs, successors and assigns.

In addition to the foregoing, in the event that the A.R.B. takes any other action that is disputed by a Lot Owner, then the Lot Owner may request a formal meeting with the A.R.B. to review the dispute. The meeting shall take place no later than thirty (30) days after written request for the meeting is received by the A.R.B. (unless the Lot Owner waives this time requirement in writing). The A.R.B. shall make a final written decision no later than thirty (30) days after the meeting and, in the event the A.R.B. fails to provide a written decision, then the Lot Owner may, without limitation, file a petition for presuit mediation pursuant to the Act. If the Lot Owner disagrees with the A.R.B.'s written decision, then the Lot Owner may request a formal meeting before the Board of Directors of the Association, which shall take place no later than thirty (30) days subsequent to the receipt of the request by the Board (unless the Lot Owner waives this time requirement in writing). If the Board of Directors fails to grant a meeting within thirty (30) days after receipt of request for such meeting, then the Lot Owner may, without limitation, file a petition for presuit mediation pursuant to the Act. The Board of Directors shall make a final decision no later than thirty (30) days after such meeting and, in the event the Board of Directors fails to provide such written decision, then the Lot Owner may, without limitation, file a petition for presuit mediation pursuant to the Act. The decision of the Board of Directors shall be final and binding upon the Lot Owner, his heirs, successors and assigns.

Section 7. Notification to Board of Directors. Upon request, the A.R.B. shall promptly notify the Board of Directors of any application made to it pursuant to this section and, in addition, shall notify the Board of Directors of the disposition of such application. Copies of all written correspondence and decisions affecting any application shall also be provided to the Board of Directors upon request.

Section 8. Right of Entry; Certificate of Disapproval. There is specifically reserved to the A.R.B. and to any member or agent of the A.R.B., the right of entry and inspection upon any portion of a Lot, for the purpose of determining whether any construction or improvement violates the terms of any approval by the A.R.B., the terms of this Declaration, or the terms of any other covenant, condition or restriction affecting the Lot. If any improvement is constructed or altered without the prior written approval of the A.R.B., the Lot Owner shall, immediately upon demand by the A.R.B. and/or the Association, cause such improvement to be removed and/or reconstructed, and to comply with any A.R.B. approval subsequently obtained with respect to such removed and/or reconstructed improvement. Such Lot Owner shall be liable for, without limitation, the payment of all costs of such removal and/or reconstruction and all attorneys' and paralegals' fees and court and other costs incurred by the Association prior to trial, and for all trial, appellate and post-judgment proceedings, which costs and fees may be collected as an

individual Assessment from the Lot Owner. In the event that any Lot Owner fails to comply with the provisions contained in this Article or any other Rule and Regulation promulgated by the A.R.B., then the A.R.B. may, in addition to all other available remedies, record in the County Public Records a Certificate of Disapproval stating that the improvements on the Lot are in violation of such provisions.

## ARTICLE XI PERMITTED AND PROHIBITED USES

Section 1. Lot Restrictions. One (1) Lot shall be the minimum and maximum land area upon which a single family residence may be constructed; provided, however, that the owner of two (2) abutting Lots (or the owner of one Lot and a portion, but not all, of an abutting Lot) may make written application to the Board of Directors for permission to use such Lots as the site of one (1) single family residence. The Board of Directors, may, in its sole and absolute discretion, grant written approval for construction of one (1) single family residence, including landscaping or approved appurtenances, on a maximum of two (2) abutting Lots, subject also to all applicable governmental requirements and approvals. Upon such written approval by the Board of Directors, the compliance with all applicable governmental requirements, and the obtaining of all applicable governmental approvals, such two (2) abutting Lots shall be deemed for the purposes of the A.R.B. as a single Lot, but shall continue to be deemed as separate and distinct Lots for purposes of voting, Assessments, fines and other provisions of this Declaration and the Association governing documents.

Section 2. Floor Area. Any single family residence for which construction starts after the date that this Second Amended and Restated Declaration of Covenants and Restrictions For St. Andrews Country Club is first recorded in the County Public Records, shall have a total air conditioned square footage equal to, or greater than, the lesser of: (i) 4,500 square feet, or (ii) the total air conditioned square footage of the demolished single family residence that was located on the Lot. In addition, each floor of the new single family residence must have air conditioned square footage equal to, or greater than, the air conditioned square footage of the corresponding floor in the demolished single family residence that was located on the Lot. In the event that two (2) single family residences on two (2) abutting Lots are demolished, but only one (1) single family residence will be constructed on the Combined Lot, then the new single family residence must have air conditioned square footage equal to, or greater than, that of the larger of the single family residences on the Combined Lot that were demolished.

Notwithstanding the preceding paragraph, the A.R.B. shall have the right to require a greater minimum air conditioned floor area for a proposed single family residence if the A.R.B. disapproves the design. Air conditioned square footage is exclusive of garages, covered walks, open and/or screened porches or patios and pool area. Square footage measurements shall include exterior walls.

Section 3. Building Height. The height of any building shall not be any more than two (2) stories and shall not be more than thirty-five feet (35') in height, as measured from the finished first floor grade, as set forth in the A.R.B. Rules and Regulations, to the highest point of the roof. Chimney heights may exceed the limitation, but not in excess of four (4) additional feet.

Section 4. Garages. Subject to the provisions of Article XI, Section 16(B), each single family residence shall have sufficient enclosed garage space for any and all owned or leased vehicles, including golf carts, but in no event shall the enclosed garage space have a capacity of less than two (2) full sized vehicles and one (1) golf cart. All garage doors shall be operated by electric door openers. No carports will be permitted.

Section 5. Clotheslines. Clotheslines shall be permitted on Lots, but must be located so as to not be visible from abutting or adjacent Lots, from any roadway within St. Andrews Country Club, or from the Country Club or the Common Property.

Section 6. Residence and Lot Graphics. The size and design of all signs, house numbering, outside lamp posts, mailboxes and other such materials shall be selected by the A.R.B. and shall display continuity and conformity throughout the entire development. All mailboxes shall be initially provided and installed by the Lot Owner, at his expense, subject to required uniform community design and location, as required by the A.R.B. Thereafter, the Association shall provide regular maintenance, repair and replacement of the mailbox, as a Common Expense, except if the mailbox is damaged as a result of being hit by a vehicle, in which event the Lot Owner shall be responsible for the repair or replacement of the mailbox, at his expense.

All signs, billboards and advertising structures of any kind are prohibited on any Lot, or in or on any vehicle or other non-permanent instrumentality on a Lot, including, but not limited to, names of the Lot Owner, a realtor, contractor or subcontractor, except with the written permission of the A.R.B., or except as may be required by legal proceedings, it being understood that the A.R.B. will not grant permission for signs unless their erection or installation is reasonably necessary to avert serious hardship to the Lot Owner. If permission is granted, the A.R.B. reserves the right to restrict size, color, content and location of signs. No sign shall be nailed or attached to a tree, or located in or on a vehicle or other non-permanent instrumentality. The Board of Directors shall adopt reasonable Rules regarding signs to be used during construction of a single family residence, such as the identification of the Lot Owner, contractor and architect.

Section 7. Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all

containers shall be kept within enclosures which the A.R.B. shall require to be constructed with each single family residence.

Section 8. Removal of Trees. In reviewing building plans, the A.R.B. shall take into account the natural landscaping, such as trees and shrubs, and encourage the Lot Owner to incorporate them in the Lot Owner's landscaping plan. No trees of four (4) or more inches in diameter at two feet (2') above natural grade shall be cut or removed without approval of the A.R.B. When such a tree is removed, the Lot Owner shall immediately replace it with a similar size tree acceptable to the A.R.B. on another portion of the site.

Section 9. Landscaping. All landscaping of Lots shall be pursuant to guidelines and specifications established by the A.R.B. Landscaping (which shall include without limitation, plantings, sod and automated irrigation) on a Lot where a single family residence is being constructed shall have a minimum landscaping expenditure of \$35,000, with the exception of the Lots contained within Plat No. 7, which shall have a minimum landscaping expenditure of \$10,000. The A.R.B. shall have the right to increase, from time to time, the amount of the minimum landscaping expenditure, in its sole and absolute discretion. Automated irrigation shall be required and installed at the time of construction of a single family residence, shall be adequate to service all designed landscape elements, and shall have a source of water acceptable to the A.R.B. The source of water shall be free of elements which cause discoloration and may, in the sole and absolute discretion of the A.R.B., be required to be utility-provided water. The development of each Lot shall include sod and irrigation of the total homesite, including abutting Common Property to the curb line of the street, to the water line of the lakes and/or to the golf course out of bounds. The irrigation lines required in the Common Property from the sidewalk to the street curb shall be located within one foot (1') of the common sidewalk and shall leave the swale area free for street planting.

Section 10. Antennae and Rooftop Accessories. No aerial or antenna shall be placed upon any Lot or structure, provided, however, that a satellite dish with a diameter no greater than that allowed by applicable federal and/or state law may be permitted on a Lot, subject to A.R.B. requirements and approval. Wind driven attic ventilators shall not be permitted. Plumbing and heating vents protruding from roofs shall be painted so as to blend into the roofing color and shall be located, whenever possible, so as not to be seen from the front elevation. Electrically powered ventilators may be used if the roof vents are low profile, blend into the roofing materials and are not seen from the front elevation.

Section 11. Accessory Buildings and Structures. No accessory building or structure of any kind will be permitted on any Lot other than pool cabanas, unless otherwise approved by the A.R.B.

Section 12. Lot Use. No Lot shall be used or occupied for any purpose other than residential. No business or commercial building shall be erected on any Lot, nor shall any

business be conducted on any part thereof; provided, however, that a home office may be allowed subject to applicable A.R.B. requirements, and governmental requirements and/or licenses, and provided that no customers, clients or other business related persons are met at the home, and provided that no additional community traffic is created by such use.

Section 13. Construction Phase. Construction of any improvements shall be prosecuted diligently without stopping, and shall be completed within the period of time reasonably determined by the A.R.B. Site appearance during construction shall be kept in a neat and orderly condition. In the event the Lot Owner or his agent (contractor, subcontractor, etc.) shall fail to maintain the site as specified and continues such failure more than seven (7) days following delivery of written notice thereof from the Association, the Association shall have, without limitation, the rights set forth in Article VI, Section 4 hereof. The A.R.B. shall have the power to extend the period of construction beyond the initial period established by the A.R.B., provided the Member makes application(s) therefor and the A.R.B. determines the request(s) is/are reasonable. Any extension hereunder shall be for a time certain as set at the sole and absolute discretion of the A.R.B. In the event that construction of any improvement is not started or completed timely, then the Association shall have all enforcement rights hereunder, including without limitation, the right to impose daily fines, as set forth in Article VI, Section 10 hereof and the Rules and Regulations.

Section 14. Temporary Structures. No structure of a temporary character, trailer, construction trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a single family residence, either temporarily or permanently.

Section 15. Nuisances. No Lot Owner shall do or permit to be done any act upon his Lot which is or may become a nuisance to other Lot Owners.

Section 16. Boats, Trailers and Motor Vehicles. No boats, boat trailers, house trailers, motor homes, trucks, camping trailers, vans, motorcycles, motor scooters, go-carts, motor bikes, or other vehicles, whether of a recreational nature or otherwise, except for four-wheel passenger automobiles and sport utility vehicles, shall be placed, parked or stored where they can be viewed from the streets or any portion of St. Andrews Country Club, including the golf courses. No maintenance or repair shall be done upon any such boat, trailer or motor vehicle, including four-wheel passenger automobiles and sport utility vehicles, except when in a building and totally isolated from public view. No vehicles of any type, except four-wheel passenger vehicles and sport utility vehicles which can be parked in garage with an opening of not more than ten feet (10') in height, may be parked anywhere within the subdivision, except within a garage, with the following exceptions:

A. Vehicles of repairmen, delivery men, moving vans, temporary guests or vehicles owned or leased by Members of the family may be parked at curbside or on the driveways and

private parking areas of a single family residence for no longer than eight (8) hours in a twenty-four (24) hour period.

B. Four-wheel passenger vehicles or sport utility vehicles of house guests of a resident, visiting for an extended period of time, may park on the driveways and private parking areas of a single family residence for the duration of their stay. Such guests may not park at curbside except within the limitation in Article XI, Section 16.A, above. If a Member registers with the Association more passenger vehicles and sport utility vehicles than he can accommodate in his garage, he may then park the excess four-wheel passenger vehicle(s) and/or sport utility vehicle(s) in the driveway.

Section 17. Unsightly Lots. No underbrush or any other unsightly growth shall be permitted to grow upon any Lot, and no refuse or unsightly objects shall be allowed to remain thereon. Any Lot Owner who has not applied for a building permit must sod and maintain the Lot prior to commencement of construction. In the event that any Lot Owner shall fail or decline to keep a Lot free of underbrush, refuse or any other unsightly objects, then the Association may exercise, without limitation, any of the rights set forth in Article VI, Section 4 hereof. The Association may elect, at the request of the Lot Owner and for an agreed charge to the Lot Owner, to maintain any undeveloped Lots so agreed to, so as to prevent the undeveloped Lots from becoming unsightly. Any charge which may be agreed to hereunder shall be deemed an Assessment against the Lot Owner.

Section 18. Subdivision of Lots. A Lot Owner who owns two (2) abutting Lots may apply to the A.R.B. for permission to use the two (2) Lots as a site of one (1) single family residence; and, upon the written consent of the A.R.B., the two (2) abutting Lots shall thereafter be treated as one (1) single family residence for purposes of the A.R.B., but shall continue to be deemed as separate and distinct Lots for purposes of voting, Assessments, fines and other provisions of this Declaration and the Association governing documents. The owner of such two (2) Combined Lots shall not be required to comply with the side yard setbacks, except as to the outside Lot lines of the two (2) Combined Lots. No more than two (2) Lots may be combined and used as a site of one (1) single family residence, including any recreational purposes, i.e., three (3) or more Lots shall not be combined and used as a site of a one (1) single family residence, including any recreational purposes.

Section 19. Setbacks. Minimum setback requirements are:

A. The front yard setback shall be thirty feet (30') from the front property line; however, the front yard setback may be reduced by the A.R.B. from thirty feet (30') to twenty-five feet (25') for a garage or a porte cochere, provided that any such reduction is subject to a higher density front yard landscape plan approved by the A.R.B. In the case of corner Lots, the intersecting setback shall also be thirty feet (30') from the property line along the intersecting street, unless otherwise approved by the A.R.B.

B. Rear yard setback shall be fifteen feet (15') and shall be directly opposite the front yard. The rear yard setback for screened pool enclosures shall be ten and one-half feet (10½'). No Lot shall be required to have more than one rear yard setback.

C. The remaining setbacks (other than front yard or rear yard setbacks) shall be not less than ten feet (10') each. The remaining setbacks may, however, be reduced by the A.R.B. from ten feet (10') to nine feet (9'), provided that the single family residence has a minimum floor area greater than three thousand (3,000) square feet.

D. Unless otherwise approved by the A.R.B., no structure or improvement of any kind shall be permitted in any building setback area except as follows: (i) privacy walls and privacy fences (i.e., a wall or fence which has the primary purpose of providing privacy into a specific area of a Lot) shall not exceed six feet (6') in height, but may be permitted in a setback area provided that no part of the wall or fence is less than five feet (5') from the side property line, twenty-five feet (25') from the front property line and ten feet (10') from the rear property line, (ii) non-privacy walls shall not exceed four feet (4') in height, but may be permitted in a setback area provided that no part of the wall is less than five feet (5') from the side property line, and ten feet (10') from the front or rear property lines, and (iii) non-privacy fences shall not exceed the height allowed by applicable law, but may be permitted in a setback area provided that no part of the fence is less than thirty feet (30') from the front property line. Air conditioning equipment, water softeners, sprinkler controls, garbage enclosures and other similar utilitarian devices may be permitted provided they do not extend more than four feet (4') into any setback area and provided that they are properly screened from view in a manner approved by the A.R.B.

E. Notwithstanding the foregoing requirements, the following shall be the minimum setback requirements for Lots within Plat No. 7:

1. Front yard setbacks shall be twenty-five feet (25'), measured as set forth in paragraph A above, unless otherwise approved by the A.R.B. for corner Lots.

2. The side yard setback (setbacks other than front yard or rear yard setbacks) and the rear yard setback for screened pool enclosures shall be seven and one-half feet (7½') each.

3. Privacy walls and fences up to six feet (6') high shall be allowed within the setback areas along the side and rear property lines, regardless of distance from the wall of the single family residence.

F. The A.R.B. may, in its sole and absolute discretion, and subject to all city, county and other governmental and quasi-governmental requirements, and consistent with the Development Concept described in Article I hereof and prior development of St. Andrews Country Club, modify, amend or waive the setback requirements described in this Section 19.



Any such waiver shall only be applicable to the specific instance to which it relates and shall not be a continuing or future waiver.

Section 20. Fences and Walls. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the A.R.B. The A.R.B. shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any. Chain link fencing may not be used, other than green vinyl cord, in conjunction with a tennis court.

Section 21. Swimming Pools. Any swimming pool to be constructed on any Lot shall be subject to the requirements of the A.R.B., which include, but are not limited to, the following:

A. Composition shall be of material thoroughly tested and accepted by the industry for such construction.

B. Swimming pools, pool decks, and patio and terrace slabs may not extend into the minimum front yard and side yard setbacks. The rear yard setback for open swimming pools shall be ten and one-half feet (10½'). The rear yard setback for patios with permanent decking and swimming pools/spas shall be ten and one-half feet (10½'), and the rear yard setback for patios with non-permanent decking shall be five and one-half feet (5½').

C. Landscape, pool, recreation and security lighting shall be designed so as to not be an annoyance to the surrounding single family residences. Time clock controls may be used, but in no case shall lighting other than security lighting be permitted to be on, except in accordance with the Rules and Regulations. Each Lot is required to have a lamppost as approved by the A.R.B. within two feet (2') of the intersection of the driveway and the sidewalk on the Lot. The lamppost must be controlled by a light sensitive switch and shall conform to light intensity requirements of the A.R.B. All lighting plans must be submitted to and approved by the A.R.B. Notwithstanding the foregoing requirements that a lamppost be located at the intersection of the driveway and the sidewalk on the Lots, lampposts for Lots contained within Plat No. 7 shall be located as approved by the Association and originally installed. Post lights and lampposts on all other Lots shall be the lamppost and light specified by the A.R.B., and shall be wired directly to the outside meter panel without intermediate switch control so as to operate only on a photocell without interruption.

D. The Board of Directors may, in its sole and absolute discretion, grant written approval for a Lot Owner to use one (1) abutting Lot also owned by that Lot Owner for recreational purposes, subject to such conditions as the Board of Directors may impose. The Lot used for recreational purposes must be adequately screened by landscaping and/or walls or fences on both the front and side, as required by the A.R.B. It shall be the intent of the A.R.B. to screen any such use from the public view and hearing. A Lot abutting a Combined Lot may not be used for recreational purposes by the owner of the Combined Lot.

E. Swimming pools shall not be constructed or erected above ground without the express prior written consent of the A.R.B.

Section 22. Roofs. The following roof styles and materials shall not be permitted: asphalt and gravel built-up roofing on pitched surfaces, asphalt composition shingles, and cedar shake/shingles. The minimum roof pitch generally required for each single family residence shall be not less than six feet (6') of height for each twelve feet (12') of extension, commonly known as a "6:12 pitch". The following shall be exceptions to these requirements: any granted by the A.R.B. for designs found by the A.R.B. to be of exceptional merit; and, as to single family residences located on Plat No. 7 of the Property, there shall be no minimum roof pitch.

Section 23. Driveways. All driveways and parking areas shall have textured or featured paving constructed with materials approved by the A.R.B. Driveways may connect to streets at only two (2) points and such connections shall blend into the street pavement. No curbside parking areas may be created by extending any portions of street pavement. Lot Owners shall install a 2" PVC conduit at all driveway entries on the street side of the common sidewalk so as to allow for subsequent installation and maintenance of street lights.

Section 24. Utilities. The central water and sewage system maintained by the Association for service to the Property shall be used by all Lot Owners. Each Lot Owner shall connect his water line to the water distribution main serving his Lot and his sewer line to the sewage collection line serving his Lot and shall pay all connection charges, periodic charges and the like in connection therewith. Each Lot Owner shall maintain and repair his water and sewer lines up to the point of delivery and collection. No water shall be obtained from any lake, canal or water body. No septic tank or drain field shall be allowed on any Lot. Subject to Article XI, Section 9, no individual water supply system shall be permitted except for irrigation purposes.

Section 25. Security System Requirements. Each single family residence constructed in St. Andrews Country Club shall be required to prewire, at the expense of the Lot Owner, for the St. Andrews central security system and to tie in to said central security system.

Section 26. Optional Security Systems. It is not the intent of the A.R.B. to limit the security systems within the single family residences of St. Andrews Country Club to the basic security system.

Section 27. Bicycles. Bicycles shall be stored only within each Lot and may be ridden on the roads and sidewalks only.

Section 28. Pets. Lot Owners may keep as pets: birds, cats, tropical fish and dogs, with the exception of Pit Bull and Doberman dogs. Such pets must be on a leash or carried when on Association Property or Common Property. Pets are not allowed on Country Club Property. It shall be the Lot Owner's obligation to dispose of waste material from pets. No more than two

(2) pets per single family residence are permitted, with the exception of fish. The Board of Directors of the Association shall have the right to order the removal of any pet which is considered a nuisance, in the Board's sole and absolute discretion, and the same shall be done without compensation to the Lot Owner. In such event, the Board shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property. A pet not on a leash shall be deemed a nuisance. Failure to clean the waste material from a pet shall be deemed a nuisance.

Section 29. House Guests. Lot Owners shall be accountable for the behavior of their house guests, including without limitation, traffic violations.

Section 30. Indemnification. Any loss or damage incurred by the Association by breach of any restrictions herein shall be reimbursed by the responsible Lot Owner. The Association may obtain recovery against such Lot Owner in the same manner as the collection and enforcement of Assessments.

Section 31. Rules and Regulations. No person shall use the Common Property, or any part thereof, the Association Property or any part thereof, or a Lot or any part thereof, in any manner contrary to, or not in accordance with Rules and Regulations as may be promulgated by the Association from time to time. Failure of any Lot Owner to comply with the Rules and Regulations may result in a fine.

Section 32. Enforcement of Covenants and Restrictions. The Association, through its Board of Directors, officers and the A.R.B., or the individual Lot Owners, acting individually or collectively, shall have the authority to enforce, by any appropriate proceeding at law or in equity, those restrictions imposed under Article XI hereof and all other covenants and restrictions set forth in this Declaration, the Articles, By-Laws and Rules and Regulations. In any such legal proceeding, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses incurred, including without limitation, reasonable attorneys' and paralegals' fees and costs for all trial, appellate and post-judgment proceedings. Failure to enforce any restriction imposed under Article XI hereof or any other covenant or restriction set forth in this Declaration, the Articles, By-Laws or Rules and Regulations, shall not be deemed a waiver of the right of enforcement at any time thereafter.

Section 33. Street Lights. If individual street lights are wired to a power source or the photo-cell controlled lamp post on the abutting Lot, then any Lot so wired to a street light will receive a credit against the Assessment due for such Lot, in an amount equal to the cost of power for such street light, as reasonably determined by the Association, and the Lot Owner of such Lot shall pay the cost of electricity for the power supplied to the street light directly to the utility providing power. Maintenance, repair and servicing of said street lights will be the obligation of the Association.

Section 34. Variances. In exceptional circumstances, the A.R.B. may grant variances to the Permitted and Prohibited Uses set forth in this Article XI, and to the requirements set forth in the A.R.B. Rules and Regulations. Any such variance shall be based on an A.R.B. judgment of hardship, conformity with community aesthetics and must be reasonable under the circumstances. The granting of any such variance shall only be applicable to the specific situation to which it relates and shall not be deemed to be a continuing or future granting of a variance as to any other matter, and shall not nullify or otherwise affect the A.R.B.'s right to require strict compliance with the A.R.B. requirements on any other occasion. Any request for a variance must be submitted, in writing, to the A.R.B., along with any supporting documentation and materials requested by the A.R.B. The A.R.B. shall render a decision on the requested variance within thirty (30) days after receipt of the variance application and all other requested documentation and materials. Failure of the A.R.B. to render a decision on a request for a variance shall be deemed denial of such variance request. If a request for a variance is denied by the A.R.B., an applicant will be entitled to the procedures set forth in Article X, Section 6, of this Declaration.

Section 35. Sale of Single Family Residence. No Lot Owner or any agent of a Lot Owner may offer or show single family residences for sale by open house; instead, all sales of single family residences must be handled by appointment only.

Section 36. Leasing of Lots. St. Andrews Country Club has been developed as a planned residential community, with private single family residences for the Lot Owners and their immediate families. The Association desires to maintain the residential character of the community, to inhibit transiency and to impart a certain degree of continuity of residence and a residential character to the community, and to therefore generally exclude the leasing of Lots, except in very limited circumstances and subject to specified requirements.

A. Limited Leasing. No Lot (including a single family residence and any other improvements constructed thereon) may be leased at any time, except in the limited circumstances set forth in this Section, and any such leasing must be in strict accordance with the requirements of this Section.

B. Definition. For purposes of this Section, the term "lease" or "leasing" shall mean the regular (even if not full time) occupancy of a Lot by any person other than the Lot Owner, for which the Lot Owner receives any consideration or benefit, including, but not limited to, rent, or a fee, service or gratuity.

C. Prior Occupancy Requirement; Minimum and Maximum Leasing Term(s). A Lot Owner (which includes, without limitation, the grantor(s) of a revocable trust, the general partner of a family limited partnership, or the majority owner of a corporation or limited liability company) may lease his Lot only after he has regularly and continuously occupied the Lot as his single family residence for at least twelve (12) months prior to the commencement of the lease

term. All leases shall be for a term of at least twelve (12) consecutive months, and once a Lot Owner has initially leased his Lot, he shall only be allowed to continue to lease his Lot for a period of twenty-four (24) months after the commencement date of his initial lease, after which no further leasing shall be allowed.

D. Lease Only to a Natural Person. A Lot may be leased only to one or more natural persons, and may be regularly occupied only by that natural person(s) and the members of his/her/their immediate family.

E. Entire Lot; Use and Occupancy. Only an entire Lot (including the single family residence and any other improvements constructed thereon) may be leased. Every lease shall require that the Lot be used only as a single family residence, and that occupancy of a Lot shall not exceed two (2) persons per bedroom.

F. Leases in Writing; Compliance With Governing Documents; Association As Agent for Landlord. All leases must be in writing, and if not specifically provided in a lease, then each lease shall be deemed to include: (i) a covenant on the part of the tenant that the tenant and his guests shall comply with, and be bound by, the Declaration, Articles, By-Laws, Rules and Regulations, and any other agreement, document or instrument governing the Lot Owner and/or the Lot (collectively, the "Governing Documents"), (ii) that a violation of the Governing Documents by the tenant and/or the tenant's guests shall be a default under the lease, and (iii) that the Association's Board of Directors shall have the right, but not the obligation, to terminate any lease and exercise all other rights of the Lot Owner/landlord under the lease (including without limitation, the right to evict the tenant), in the name of, and as agent for, the landlord, upon default by the tenant and/or the tenant's guests in observing any material provision of the Governing Documents, as determined by the Board of Directors in its reasonable discretion.

G. Delivery of Governing Documents; Joint and Several Liability. A Lot Owner must give a copy of the Governing Documents to any tenant prior to occupancy and prior to commencement of the lease term, and the lease must include a provision whereby the tenant acknowledges receipt of the Governing Documents. The Lot Owner shall be jointly and severally obligated, along with the Lot Owner's tenant(s), for compliance with the Governing Documents, and shall be jointly and severally liable for all available remedies for violation of the Governing Documents by the Lot Owner's tenant(s) and/or the tenant's guests.

H. Existing and Prior Violations of Governing Documents. No Lot Owner may enter into a lease at any time while such Lot Owner and/or the subject Lot is in violation of the Governing Documents. If any Lot Owner has previously leased a Lot and the tenant thereunder committed a violation of the Governing Documents which resulted in the termination of the lease, then the Lot Owner shall not have the right to lease the Lot for the balance of the term of the terminated lease. In addition, any person who has been a tenant under a lease who committed a violation of the Governing Documents while a tenant which violation resulted in the termination

of the lease, shall be permanently prohibited from leasing any Lot in the community, or otherwise being a tenant under a lease for any Lot in the community, at any time thereafter.

I. Association's Right to Collect Rent. All leases must include, or shall be deemed to include, an assignment by the Lot Owner to the Association of the right to collect rent under the lease in the event that the Lot Owner is delinquent in the payment of Assessments, late fees, costs, interest, attorneys' and paralegals' fees and/or any other amounts owed to the Association by the Lot Owner, whether related to the subject Lot or otherwise. If the Association exercises such right, then the tenant shall pay rent to the Association upon written demand by the Association, and after the Association deducts all amounts owed to it, the Association will remit the balance, if any, to the Lot Owner.

J. Copy of Lease; Amendment. A Lot Owner must deliver to the Association a complete written copy of any lease, together with all amendments, exhibits, attachments, etc., no later than ten (10) days after the earlier of: (i) the date the lease is signed by the landlord and tenant, or (ii) the commencement date of the lease term. No lease may be amended, modified or otherwise altered unless in accordance with the requirements of this Section, and a copy of any such amendment, modification or other alteration must be immediately delivered to the Association.

K. No Subleasing or Assignment. There shall be no subleasing of a Lot or assignment of any lease.

L. Subordination to Association Liens. All leases shall be subordinate to any Assessment and/or other lien recorded by the Association, whether before or after such lease was entered into.

M. Deposit With Association. For any lease that a Lot Owner enters into, he shall deposit with the Association, prior to commencement of the lease term, a security deposit in an amount equal to twelve (12) months' Assessments, to be used to remedy any violation of the Governing Documents by the tenant or the tenant's guests, and the Lot Owner shall immediately upon demand replenish any amount so applied. Any remaining and unapplied balance of said security deposit (without interest) will be returned to the Lot Owner upon termination of the lease and vacation of the Lot by the tenant. The foregoing security deposit shall not diminish or affect the Lot Owner's obligation to continue to pay Assessments and all other amounts due the Association when such amounts are due, and shall be in addition to any security deposit and any other amount(s) that may be due from the tenant to the Lot Owner under the lease.

Section 37. Membership in the Country Club.

A. Background.

WHEREAS, the Original Declaration was established as a covenant running with the land to provide for the preservation and enhancement of property values, amenities and opportunities within St. Andrews Country Club, as continued by this Declaration; and

WHEREAS, St. Andrews Country Club is a residential country club community featuring the amenities of the Country Club; and

WHEREAS, the values of the Lots and the quality of the lifestyle of the Lot Owners are positively impacted by the Country Club amenities being maintained in an attractive and first class manner; and

WHEREAS, upon due diligence, the Board of Directors 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 Lot Owners in St. Andrews Country Club;
2. Comparable country club communities in the South Florida 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 country club membership program for residents;
3. There is a trend in South Florida toward mandatory club membership which could well isolate the St. Andrews Country Club community as one of a diminishing number of upscale developments where purchasers can enjoy the ambiance of a country club community without making any financial contribution;
4. There are foreseeable trends toward a diminishing resident Country Club membership base in St. Andrews Country Club, which will necessarily impact on continuous, stable funding; and

WHEREAS, the Association has the responsibility to take actions necessary to preserve the value of Lots, and the quality of lifestyle of the Lot Owners in the St. Andrews Country Club community; and

WHEREAS, the Board of Directors, 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

of Lot Owners and Lot values in the St. Andrews Country Club community. The Board of Directors has determined that the Declaration should be amended to require all new Lot Owners to become members of the Country Club ("Community Membership"); the foregoing being a reasonable method to ensure that the Country Club amenities, which are a basic feature of the St. Andrews Country Club community, are maintained in an attractive and first class manner in order to maintain and enhance the value of Lots, and the quality of lifestyles of Lot Owners in St. Andrews Country Club.

NOW, THEREFORE, a person or a corporation, partnership, trust or other entity obtaining title to a residential Lot is required, as a use restriction incident to residential Lot ownership in St. Andrews Country Club, to become a member of the Country Club simultaneously upon acquiring title to a Lot. The terms of membership in the Country Club shall be as set forth in the Country Club's governing documents as they may be amended from time to time.

B. The criteria for Country Club membership for persons under contract to purchase a residential Lot in St. Andrews Country Club shall be ministerial only, i.e., limited to: (i) providing requisite information as may be reasonably required for Country Club records; (ii) filling out a standard application; and (iii) payment of the necessary sums as may be required by the Country Club from time to time for the Class of Membership available and selected.

C. Exemptions. Lot Owners of record, as evidenced by deeds or other instruments of conveyance recorded in the Public Records of Palm Beach County, Florida, who were not members of the Country Club as of January 18, 2007, are not required to become members of the Country Club. However, from and after January 18, 2007, no person(s) or entity shall acquire title to and become a Lot Owner in St. Andrews Country Club unless in connection with the instrument of conveyance for that Lot there shall be recorded a Certificate of Compliance as described below ("Certificate of Compliance"). Notwithstanding the foregoing, it shall not be deemed a transfer of an interest under this Declaration, nor shall a Certificate of Compliance be required, incident to: (i) a surviving spouse of a Lot Owner obtaining title to a Lot by operation of law; (ii) a former spouse of a Lot Owner obtaining title to a Lot by operation of a final decree or judgment of divorce; or (iii) family member(s) of a Lot Owner obtaining title to a Lot directly or as beneficiaries by means of a bona fide family planning device.

D. Exceptions.

1. An Institutional First Mortgagee acquiring title to a residential Lot as a result of foreclosing a First Mortgage on a residential Lot, or receiving a 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 an Institutional First Mortgagee, where the Institutional First Mortgagee has acquired title to a residential Lot as a result of foreclosing a First Mortgage on a residential Lot, or receiving a deed in lieu of



foreclosure, shall be subject to the requirement of becoming a member of the Country Club and complying with paragraph (a) above.

2. If the Association acquires title to a residential Lot as a result of foreclosing a lien or receiving a deed in lieu of foreclosure, the 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 the Association shall be subject to the requirement of becoming a member of the Country Club and complying with paragraph A above.

3. 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 paragraph A above.

4. Public sale. 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 paragraph (a) above.

E. Certificate of Compliance. To facilitate the Association's performance of its functions under this section: (a) the seller of a Lot or an interest in a Lot in St. Andrews Country Club shall give written notice to the Association of the pending sale or transfer of interest not less than thirty (30) days before the closing of title; and (b) as of January 18, 2007, no instrument purporting to transfer an interest in, or title to, a residential Lot shall be effective unless the Association shall certify compliance of the Lot with this section. Certification of compliance by the Association under this section shall only be by recording a Certificate of Compliance in the Public Records of Palm Beach County, Florida (which may be attached as an exhibit to the deed or other instrument of conveyance), executed by an officer of the Association and certifying compliance of the Lot as herein provided. The criteria for certification by the Association under this section shall be limited to confirmation that the interest or title sought to be conveyed will not as a consequence of the transfer be in violation of the restrictions found in this section.

#### Section 38. Criminal Acts

##### A. Background.

**WHEREAS**, the Members of the Association possess a legitimate interest in the protection of the health, safety, welfare, comfort and prosperity of themselves and their tenants, invitees and guests; and

**WHEREAS**, the Association takes notice of the significant crime rates as reported by the Federal Bureau of Investigation in its *(Preliminary) Annual Uniform Crime Reports*, as well as recent news reports; and

**WHEREAS**, the Association desires to protect the health, safety, welfare, comfort and prosperity of its Members, and their tenants, invitees and guests; and

**WHEREAS**, the Association specifically finds that certain individuals convicted of certain crimes represent threats to the health, safety, welfare, comfort and/or prosperity of the Members, and their tenants, invitees and guests, even after those individuals are released from the custody of law enforcement authorities; and

**WHEREAS**, the Association also specifically finds that the following restrictions on owning a Lot in St. Andrews Country Club are rationally related to the health, safety, welfare, comfort and prosperity of the Members, and their tenants, invitees and guests; and

**WHEREAS**, the Association also specifically finds that the following restrictions on occupying a Lot in St. Andrews Country Club are rationally related to the health, safety, welfare, comfort and prosperity of the Members, and their tenants, invitees and guests.

B. In order to facilitate the Association's performance of its functions under Sections 39 and 40 herein, the following shall apply:

1. Sale. The Association shall establish procedures in its Rules and Regulations for obtaining information from the prospective purchaser(s) of a Lot in St. Andrews Country Club ("Prospective Purchaser") reasonably required to enable the Association to confirm that closing of the sale shall not be in violation of Section 39 herein. The procedures shall provide that the prospective seller(s) of a Lot or an interest in a Lot in St. Andrews ("Prospective Seller") shall give written notice to the Association of the pending sale or transfer of interest ("Sale Notice") not less than thirty (30) days before the scheduled closing of title. Without limitation, the Association may charge the Prospective Seller a reasonable fee to cover the expenses incurred by the Association in its review of provided information, and its obtaining of any additional information, regarding the Prospective Purchaser, and the Prospective Seller shall provide the Association with, without limitation, the full name, address, and telephone number(s) of the Prospective Purchaser simultaneously with the Sale Notice. In order to undertake a criminal background search of the Prospective Purchaser, the Prospective Purchaser shall, promptly upon request, provide the Association with his/her/their social security number(s) ("Confidential Information"), date(s) of birth, and all other reasonably requested information, which the Association will use for the purpose of obtaining criminal background information regarding the Prospective Purchaser. The Association will limit the dissemination of the Confidential Information to only those Association employees or

agents who provide the Confidential Information to a criminal background search company or companies, or any others obtaining criminal background information regarding the Prospective Purchaser.

2. **Occupancy.** The Association shall establish procedures in its Rules and Regulations for obtaining information from the prospective occupant(s) of a Lot in St. Andrews Country Club ("Prospective Occupant") reasonably required to enable the Association to confirm that the proposed occupancy shall not be in violation of Section 40 herein. The procedures shall provide that the Lot Owner shall give written notice to the Association of the prospective occupancy ("Occupancy Notice") not less than thirty (30) days before the proposed occupancy is to begin. Without limitation, the Association may charge the Lot Owner a reasonable fee to cover the expenses incurred by the Association in its review of provided information, and its obtaining of any additional information, regarding the Prospective Occupant, and the Lot Owner shall provide the Association with, without limitation, the full name, address, and telephone number(s) of the Prospective Occupant simultaneously with the Occupancy Notice. In order to undertake a criminal background search of the Prospective Occupant, the Prospective Occupant shall, promptly upon request, provide the Association with his/her/their social security number(s) ("Confidential Information"), date(s) of birth, and all other reasonably requested information, which the Association will use for the purpose of obtaining criminal background information regarding the Prospective Occupant. The Association will limit the dissemination of the Confidential Information to only those Association employees or agents who provide the Confidential Information to a criminal background search company or companies, or any others obtaining criminal background information regarding the Prospective Occupant. A "Prospective Occupant": (i) shall be deemed to refer only to persons eighteen (18) years of age, and older, (ii) shall include anyone desiring to occupy a Lot, whether pursuant to a written agreement (e.g., a lease) or not, and (iii) shall include not only third parties, but any family member (e.g., a parent, spouse or adult child) who is not a Lot Owner, but who desires to occupy the subject Lot.

3. **Artificial Entity.** In the event that title to a Lot shall be in the name of an artificial entity ("Entity"), the Association shall establish procedures in its Rules and Regulations requiring the Entity to identify the natural person(s) who will be in occupancy of the Lot ("Prospective Occupant"), and for obtaining information from the Prospective Occupant reasonably required to enable Association to confirm that the proposed occupancy shall not be in violation of Section 40 herein. The procedures shall provide that the Entity shall give written notice to the Association of the prospective occupancy ("Occupancy Notice") not less than thirty (30) days before the proposed occupancy is to begin. Without limitation, the Association may charge the Entity a reasonable fee to cover the expenses incurred by the Association in its review of provided information, and its obtaining of any additional information, regarding the Prospective Occupant, and the Entity shall provide the Association with, without limitation, the full name, address, and

telephone number(s) of the Prospective Occupant simultaneously with the Occupancy Notice. In order to undertake a criminal background search of the Prospective Occupant, the Prospective Occupant shall, promptly upon request, provide the Association with his/her/their social security number(s) ("Confidential Information"), date(s) of birth, and all other reasonably requested information, which the Association will use for the purpose of obtaining criminal background information regarding the Prospective Occupant. The Association will limit the dissemination of the Confidential Information to only those Association employees or agents who must provide the Confidential Information to the criminal background search company or companies, or any others obtaining criminal background information regarding the Prospective Occupant.

4. No Liability. Neither the Association, nor its directors, officers, committee members, employees, contractors or other agents, shall have any liability to any person or entity whatsoever, including without limitation, the Lot Owners, their Prospective Purchasers, Prospective Occupants, guests, invitees, tenants, employees, agents, trespassers, other Lot Owners in the community, or others, for any loss, damage or personal injury resulting from: (a) the failure of the Association to exclude from ownership and/or occupancy any person who the Association could have excluded, but did not exclude, (b) the failure of the Association to enforce the exclusion from ownership and/or occupancy of any person, (c) the failure of the Association to obtain accurate and complete information regarding any Prospective Purchaser, or Prospective Occupant, or the failure of the Association to detect inaccurate information provided by, any Prospective Purchaser, Prospective Occupant, or anyone else, or (d) the exclusion from ownership and/or occupancy of any person based upon inaccurate information obtained by the Association, as long as the Association believed such information to be accurate; regardless of whether or not any of the foregoing (a) through (d) was caused by the negligence or gross negligence of the Association, its directors, officers, committee members, employees, contractors or other agents. In addition, neither the Association, nor its directors, officers, committee members, employees, contractors or other agents shall have any liability to any Prospective Purchaser, or Prospective Occupant for the inadvertent release or transmission of any information obtained by the Association regarding any such person (including without limitation, the Confidential Information), unless due to an intentional wrongful act by the Association or such person.

5. Partial Invalidity. If any provision of Article XI, Sections 38, 39 or 40, or the application thereof to any person or circumstance shall, to any extent, be found to be invalid or unenforceable by the entry of a final judgment from a court of competent jurisdiction, then, in that event, the remainder of the provisions, and/or the application of a provision to persons or circumstances other than those to which a provision was held invalid or unenforceable, shall not be affected thereby, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.

**Section 39. Health, Safety, Welfare, Comfort and Prosperity - Lot Ownership.** Any person who has been convicted by a state or federal court in the United States for commission of any of the felonies described in A, B or C below, and sentenced to serve more than one (1) year of incarceration (regardless of time actually served), which time of incarceration was not reduced or suspended at the time of its imposition to a period of actual incarceration of less than a year and a day, shall not have the right to become a Lot Owner in St. Andrews Country Club, except as provided below. For purposes of this Section 39, "convicted" shall mean conviction by a judge or jury, a guilty plea, or a no-contest plea, regardless of whether or not adjudication of guilt was withheld or whether or not the felon was subsequently pardoned or otherwise had his or her civil rights restored. Misdemeanor convictions shall not be a cause for a person to be restricted from becoming a Lot Owner under this Section 39.

A. Any person convicted of any felony where there was actual or foreseeable physical injury to another person (including by way of example but without limitation, murder, kidnapping, armed robbery, or a sexual crime), or any person convicted of any felony where there was actual or foreseeable damage to the health, welfare or safety of another person (including by way of example but without limitation, drug trafficking, stalking or child pornography), is barred from becoming a Lot Owner for a period of twenty-five (25) years after the date said person has completed any and all terms of that person's sentence, including, but not limited to incarceration, probation, parole, community control and any other court imposed sanctions.

B. Any person convicted of any felony not included in A above, where there was actual or foreseeable injury to, or loss of, the physical property of another person (including by way of example but without limitation, theft or vandalism), or any person convicted of any felony not included in A above, where there was actual or foreseeable loss or damage to the financial welfare or prosperity of another person (including by way of example but without limitation, securities fraud, forgery or identity theft), is barred from becoming a Lot Owner for a period of fifteen (15) years after the date said person has completed any and all terms of that person's sentence, including, but not limited to incarceration, probation, parole, community control and any other court imposed sanctions.

C. Any person convicted of any felony not included in A or B above, involving moral turpitude (including by way of example but without limitation, prostitution, pornography or incest), is barred from becoming a Lot Owner for a period of five (5) years after the date said person has completed any and all terms of that person's sentence, including, but not limited to incarceration, probation, parole, community control and any other court imposed sanctions.

D. The restrictions on becoming a Lot Owner contained in this Section shall not apply to any person who contracted to purchase his or her Lot prior to the date that this SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR ST. ANDREWS COUNTRY CLUB was recorded in the Palm Beach County, Florida Public Records, as long as that person closed on such purchase and continues to own his or her Lot.

**Section 40.** Health, Safety, Welfare, Comfort and Prosperity - Lot Occupancy. Any person who has been convicted by a state or federal court in the United States for commission of any of the felonies described in A, B or C below, and sentenced to serve more than one (1) year of incarceration (regardless of the time actually served), which time of incarceration was not reduced or suspended at the time of its imposition to a period of actual incarceration of less than a year and a day, shall not have the right to reside in or occupy a residential Lot ("Occupancy") in St. Andrews Country Club, except as provided below. For purposes of this Section 40, "convicted" shall mean conviction by a judge or jury, a guilty plea, or a no-contest plea, regardless of whether or not adjudication of guilt was withheld or whether or not the felon was subsequently pardoned or otherwise had his or her civil rights restored. Misdemeanor convictions shall not be a cause for a person to be restricted from Occupancy under this Section 40.

A. For a person convicted of any felony where there was actual or foreseeable physical injury to another person (including by way of example but without limitation, murder, kidnapping, armed robbery, or a sexual crime), or for a person convicted of any felony where there was actual or foreseeable damage to the health, welfare or safety of another person (including by way of example but without limitation, drug trafficking, stalking or child pornography), Occupancy is barred for a period of twenty-five (25) years after the date said person has completed any and all terms of that person's sentence, including, but not limited to incarceration, probation, parole, community control and any other court imposed sanctions.

B. For a person convicted of any felony not included in A above, where there was actual or foreseeable injury to, or loss of, the physical property of another person (including by way of example but without limitation, theft or vandalism), or for a person convicted of any felony not included in A above, where there was actual or foreseeable loss or damage to the financial welfare or prosperity of another person (including by way of example but without limitation, securities fraud, forgery or identity theft), Occupancy is barred for a period of fifteen (15) years after the date said person has completed any and all terms of that person's sentence, including, but not limited to incarceration, probation, parole, community control and any other court imposed sanctions.

C. For a person convicted of any felony not included in A or B above, involving moral turpitude (including by way of example but without limitation, prostitution, pornography or incest), Occupancy is barred for a period of five (5) years after the date said person has completed any and all terms of that person's sentence, including, but not limited to incarceration, probation, parole, community control and any other court imposed sanctions.

E. The restrictions on Occupancy contained in this Section shall not apply to any person who occupied a Lot prior to the date that this SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR ST. ANDREWS COUNTRY CLUB was recorded in the Palm Beach County, Florida Public Records, as long as that person continues to occupy said Lot without interruption.

**ARTICLE XII  
INDEMNIFICATION OF DIRECTORS, OFFICERS, MANAGERS,  
A.R.B. MEMBERS AND COMMITTEE MEMBERS**

Every director, officer, manager, A.R.B. member and committee member of the Association (each an "Indemnified Individual") shall be indemnified by the Association against all expenses and liability, including, without limitation, attorney's and paralegal fees and costs for all trial, appellate and post-judgment proceedings, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an Indemnified Individual (whether or not he is an Indemnified Individual at the time such expenses are incurred), except in such cases wherein the Indemnified Individual is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Indemnified Individual seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Indemnified Individual may be entitled under the Articles, By-Laws, or otherwise.

**ARTICLE XIII  
INSURANCE**

Insurance, other than title insurance, that shall be carried on the Common Property and the Association Property shall be governed by the following provisions:

Section 1. Authority to Purchase. All insurance policies upon the Common Property and the Association Property shall be purchased by the Association.

Lot Owners may purchase liability, casualty, flood, and other insurance on their individual single family residences and other improvements on their Lots, and the Association shall not be responsible to Lot Owners, or anyone else, for obtaining insurance coverage upon any property lying within the boundaries of their Lots, or for any activity taking place on their Lots.

Section 2. Coverage.

A. Casualty Insurance. All buildings and insurable improvements on the Common Property and the Association Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs, at their maximum insurable value, and all personal

property owned by the Association shall be insured for its full insurable value, all as determined annually by the Board of Directors of the Association.

B. **Public Liability Insurance.** The Association shall obtain public liability and property damage insurance covering all of the Common Property and the Association Property, and insuring the Association and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$500,000 per person, and \$2,000,000 per incident. The liability insurance shall include, but not be limited to, hired and nonowned automobile coverage.

C. **Workmen's Compensation Insurance.** The Association shall obtain Workmen's Compensation Insurance in order to meet the requirements of law, as necessary.

D. **Flood Insurance.** The Association shall obtain flood insurance to meet the requirements of federal, state or local law, or any regulation enacted pursuant to federal, state or local law, as necessary.

E. **Other Insurance.** The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

F. **Subrogation Waiver.** If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

**Section 3. Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from Members as part of general Assessments.

**Section 4. Shares of Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association, the Members and mortgagees, as their interests may appear, and shall provide that all proceeds covering losses shall be paid to the Association.

**Section 5. Distribution of Proceeds.** Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Members in the following manner:

A. **Reconstruction or Repair.** If the damage for which proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as hereinafter provided. Any proceeds which remain after defraying such costs shall be distributed to the Members or retained by the Association, as determined by the Board.



B. Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Members or retained by the Association, as determined by the Board. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the damaged area has been properly landscaped. In the event of loss or damage to personal and/or real property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal and/or real property as may be lost or damaged, the proceeds shall be distributed to the Members or retained by the Association, as determined by the Board.

C. Certificate. In making the distribution to Members, the Association may rely upon a certificate made by its President and Secretary as to the names of the Members and their respective shares of the distribution.

Section 6. Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each owner of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefore upon payment of claims.

#### ARTICLE XIV RECONSTRUCTION OR REPAIR AFTER CASUALTY

Section 1. Determination to Reconstruct or Repair. If any part of the Common Property or the Association Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

A. Common Property. If the damaged improvement is part of the Common Property, the damaged property shall be reconstructed or repaired unless it is determined by the Members of the Association that it shall not be reconstructed or repaired.

B. Association Property. If the damaged property is Association Property, the Board of Directors of the Association shall determine whether the damaged property shall be reconstructed, repaired or replaced.

C. Certificate. The Association may rely upon a certificate made by its President and Secretary to determine whether or not the damaged property is to be constructed or repaired.

Section 2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings; or, if not, then according to the plans and specifications approved by the Board of Directors of the Association.

Section 3. Estimates of Costs. Immediately after a determination is made to rebuild, replace or repair damage to property for which the Association has the responsibility of reconstruction, repair or replacement, the Association shall obtain reliable and detailed estimates of the cost to rebuild, repair or replace. Such costs may include professional fees and premiums for such bonds as the Board of Directors requires.

Section 4. Special Assessments. The amount by which an award of insurance proceeds to the Association is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all Members. If the proceeds of such Assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction, repair or replacement by the Association, or if at any time during reconstruction, repair or replacement, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, special Assessments shall be made against the Members in sufficient amounts to provide funds for the payment of such costs.

Section 5. Construction Funds. The funds for the payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from special Assessments against Members, shall be distributed in payment of such costs in the following manner:

A. Association. If the total of special Assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is Twenty-Five Thousand Dollars (\$25,000.00) or more, then the sums paid upon such special Assessments shall be deposited with the Association. In all other cases, the Association shall hold the sums paid upon such special Assessments and disburse them in payment of the costs of reconstruction and repair.

The proceeds of insurance collected on account of a casualty, and the sums deposited with the Association from collections of special Assessments on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of repair and construction in the following manner and order:

1. Association - Lesser Damage. If the amount of the estimated costs of reconstruction, repair and replacement that is the responsibility of the Association is less than Twenty-Five Thousand Dollars (\$25,000.00), the construction fund shall be disbursed in payment of such costs upon the order of the Association.

2. Association - Major Damage. If the amount of the estimated costs of reconstruction, repair and replacement that is the responsibility of the Association is Twenty-Five Thousand Dollars (\$25,000.00) or more, then the construction funds held by the Association shall be disbursed in payment of such costs in the manner required by the

Board of Directors of the Association, and upon approval by an architect qualified to practice in Florida and employed by the Association to supervise the work.

3. **Surplus.** It shall be presumed that the first monies disbursed in payment of costs of reconstruction, repair and replacement shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction, repair and replacement for which the fund is established, such balance shall be distributed equally to the Members or retained by the Association, as determined by the Board.

4. **Certificate.** Notwithstanding the provisions of this Declaration, the Association shall not be required to determine whether or not sums paid by the Members upon special Assessments shall be deposited with the Association, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Association may rely upon a certificate made by its President and Secretary as to any and all of such matters and stating the name of the payee and the amount to be paid.

Section 6. **Equitable Relief.** In the event of major damage to or destruction of part of the Common Property or the Association Property, and in the event the Property is not repaired, reconstructed, replaced or rebuilt within a reasonable period of time, any Member shall have the right to petition a court of equity, having jurisdiction in and for Palm Beach County, Florida, for equitable relief.

#### **ARTICLE XV COMMERCIAL TRACT**

The Association, its successors in title and assigns is hereby reserved the right to develop, build upon and use the Commercial Tract, at any time, and from time to time, for any lawful commercial purposes consistent with applicable zoning laws and other governmental requirements, and subject to the required approval of the A.R.B..

#### **ARTICLE XVI GENERAL PROVISIONS**

Section 1. **Duration.** The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association or any Lot Owner and their respective legal representatives, heirs, successors and assigns, for an initial term of fifty (50) years from the date this Declaration is recorded in the public records of Palm

Beach County, Florida. The covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Lot Owners holding a majority of the total Members' votes has been recorded, agreeing to change or terminate the covenants and restrictions in whole or in part.

Section 2. Remedies For Violation. Violation or breach of any condition, covenant or restriction in this Declaration, the Articles, By-Laws, Rules and Regulations, or applicable law, shall give the Association a right of action before any court of competent jurisdiction, whether in law or in equity, to compel compliance with the terms of the condition, covenant or restriction, to prevent the violation or breach of any of them, and/or to enforce all other remedies available at law or in equity, and the expense of such litigation shall be borne by the Member in violation, providing such proceeding results in finding that such Member was in violation of any such condition, covenant or restriction. Recoverable expenses of litigation shall include reasonable attorneys' and paralegals' fees and court and other costs incurred by the Association for all trial, appellate and post-judgment proceedings.

Section 3. Compliance with Applicable Laws. In addition to these restrictions and covenants, the Members shall abide by the laws, ordinances, rules and regulations of the United States, State of Florida and Palm Beach County.

Section 4. Notices. Any notice required to be delivered to any Member under the provisions of this Declaration shall be deemed to have been properly delivered when mailed, postage prepaid, to the last known address of the person as it appears on the records of the Association at the time of such mailing, or delivered by any other means otherwise authorized or reasonable.

Section 5. Severability. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 6. Amendment.

A. This Declaration may be amended, supplemented and/or restated at any time and from time to time upon the execution and recordation of an instrument executed by the President and Secretary of the Association confirming that any amendment, supplement and/or restatement set forth in such instrument was duly adopted by the Lot Owners holding not less than a majority of the total Members' votes.

B. Any amendment, supplement and/or restatement to this Declaration which would affect the surface water management system, including the water management portions of the Common Property and the Country Club Property, must have the prior approval of the South Florida Water Management District.

C. Any duly adopted amendment, supplement and/or restatement to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

Section 7. Assignment. Any or all of the rights, powers and obligations, easements and estates reserved or given to the Association may be assigned by the Association, and any such assignee shall agree to assume all the rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by the appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights, powers, duties and obligations herein contained; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Association. After such assignment, the Association shall be relieved and released of all responsibility so assigned and accepted.

Section 8. Subordination of Mortgages. Any mortgage liens which are placed on the Common Property shall be subordinate to the Declaration and shall be subject to all of the terms and provisions of the Declaration with respect to all property which is now or hereafter subjected to the Declaration.

Section 9. Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 10. Effective Date. The Original Declaration became effective upon its recordation in the public records of Palm Beach County, Florida, and this Declaration became effective upon its recordation in the public records of Palm Beach County, Florida.


Section 11. Conflict. In the event of any conflict between the terms of this Declaration, the Articles, the By-Laws or the Rules and Regulations, the following order of priority shall apply: (i) this Second Amended Declaration of Covenants and Restrictions for St. Andrews Country Club Property Owners Association, Inc., as it may be amended, supplemented and/or restated in the future, (ii) the Second Amended Articles of Incorporation of St. Andrews Country Club Property Owners Association, Inc., a Florida corporation not for profit, as they may be amended, supplemented and/or restated in the future, (iii) the Third Amended By-Laws of St. Andrews Country Club Property Owners Association, Inc. (a Florida corporation not for profit), as they may be amended, supplemented and/or restated in the future, and (iv) the Rules and Regulations, as they may be amended, supplemented and/or restated in the future.

**IN WITNESS WHEREOF**, the President and Secretary of the Association have executed this **SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR ST. ANDREWS COUNTRY CLUB**, confirming its adoption by the Lot

Owners holding not less than a majority of the voting interests of the membership, which vote took place at the Annual Meeting of Members held on Sunday, March 30, 2008.

Witnesses:

ST. ANDREWS COUNTRY CLUB  
PROPERTY OWNERS ASSOCIATION,  
INC., a Florida corporation

  
Signature

ARNOLD GOLIEB  
Printed Name

  
Signature

NEIL POLLACK  
Printed Name

By:   
Signature

M.B. Sheerin  
Printed Name

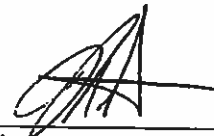
Title: President

  
Signature

ARNOLD GOLIEB  
Printed Name

  
Signature

NEIL POLLACK  
Printed Name

By:   
Signature

THOMAS PORTER  
Printed Name

Title: Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14th day of April, 2008, by MARTIN SWERIN, as President, of ST. ANDREWS COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or produced as identification, and did not take an oath.



[Signature]  
Notary Public - Signature

Beve Byer  
Notary Public - Printed Name

[Seal]

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14th day of April, 2008, by Thomas Porter, as Secretary, of ST. ANDREWS COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or produced as identification, and did not take an oath.



[Signature]  
Notary Public - Signature

Beve Byer  
Notary Public - Printed Name

[Seal]

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

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**PLAT OF ST. ANDREWS HILLS (a P.U.D.)**, according to the Plat thereof, recorded in Plat Book 68, Pages 45-46, of the Public Records of Palm Beach County, Florida (lying in Section 33, Township 46 South, Range 42, East, Palm Beach County, Florida) (being a Replat of the REPLAT OF PLAT NO. 1, ST. ANDREWS COUNTRY CLUB a P.U.D., as recorded in Plat Book 66, Page 187, of the Public Records of Palm Beach County, Florida; being a Replat of PLAT NO. 1, ST. ANDREWS COUNTRY CLUB (a P.U.D.), as recorded in Plat Book 43, Page 81, of the Public Records of Palm Beach County, Florida).

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**PLAT NO. 2, ST. ANDREWS COUNTRY CLUB (a P.U.D.)**, according to the Plat thereof, recorded in Plat Book 43, Pages 170-178, of the Public Records of Palm Beach County, Florida (lying in Section 33, Township 46 South, Range 42 East, Palm Beach County, Florida).

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**PLAT NO. 3, ST. ANDREWS COUNTRY CLUB (a P.U.D.)**, according to the Plat thereof, recorded in Plat Book 45, Pages 149-154, of the Public Records of Palm Beach County, Florida (being a Plat of a portion of Section 33, Township 46 South, Range 42 East, Palm Beach County, Florida, and a Replat of a portion of Plat No. 2 above).

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**PLAT NO. 4, ST. ANDREWS COUNTRY CLUB (a P.U.D.)**, according to the Plat thereof, recorded in Plat Book 46, Pages 145-147, of the Public Records of Palm Beach County, Florida (being a Plat of a portion of Section 33, Township 46 South, Range 42 East, Palm Beach County, Florida, and a Replat of a portion of Plat No. 2 above).

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**PLAT NO. 5, ST. ANDREWS COUNTRY CLUB (a P.U.D.)**, according to the Plat thereof, recorded in Plat Book 47, Pages 109-115, of the Public Records of Palm Beach County, Florida (being a Plat of a portion of Section 33, Township 46 South, Range 42 East, Palm Beach County, Florida).

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**PLAT NO. 6, ST. ANDREWS COUNTRY CLUB (a P.U.D.),** according to the Plat thereof, recorded in Plat Book 53, Pages 173-175, of the Public Records of Palm Beach County, Florida (being a Plat of a portion of Section 33, Township 46 South, Range 42 East, Palm Beach County, Florida).

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**PLAT NO. 7, ST. ANDREWS COUNTRY CLUB (a P.U.D.),** according to the Plat thereof, recorded in Plat Book 51, Pages 153-158, of the Public Records of Palm Beach County, Florida (being a Plat of a portion of Section 33, Township 46 South, Range 42 East, Palm Beach County, Florida, and a Replat of a portion of Plats Nos. 2 & 3 above).

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**ST. ANDREWS COUNTRY CLUB (a P.U.D.) PLAT NO. 8,** according to the Plat thereof, recorded in Plat Book 57, Pages 153-155, of the Public Records of Palm Beach County, Florida (being a Plat of a portion of Section 33, Township 46 South, Range 42 East, Palm Beach County, Florida).

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**PLAT NO. 9, ST. ANDREWS COUNTRY CLUB (a P.U.D.),** according to the Plat thereof, recorded in Plat Book 54, Pages 52-54, of the Public Records of Palm Beach County, Florida (being a Plat of a portion of Section 33, Township 46 South, Range 42 East, Palm Beach County, Florida).

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**PLAT NO. 10, ST. ANDREWS COUNTRY CLUB (a P.U.D.),** according to the Plat thereof, recorded in Plat Book 55, Pages 54-62, of the Public Records of Palm Beach County, Florida (being a Plat of a portion of Sections 33 & 34, Township 46 South, Range 42 East, Palm Beach County, Florida, and a replat of portions of Plats Nos. 2 & 9 above).

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**PLAT NO. 11, ST. ANDREWS COUNTRY CLUB (a P.U.D.),** according to the Plat thereof, recorded in Plat Book 55, Pages 96-98, of the Public Records of Palm Beach County, Florida (being a Replat of a portion of Plat No. 10 above).

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**ST. ANDREWS COUNTRY CLUB (a P.U.D.) PLAT NO. 14,** according to the Plat thereof, recorded in Plat Book 57, Pages 132-135, of the Public Records of Palm Beach County, Florida (being a Replat of a portion of Plat No. 10 above).

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**PLAT NO. 16, ST. ANDREWS COUNTRY CLUB (a P.U:D.),** according to the Plat thereof, recorded in Plat Book 66, Pages 156-158, of the Public Records of Palm Beach County, Florida (lying in Section 34, Township 46 South, Range 42 East, Palm Beach County, Florida).

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**COMMERCIAL TRACT:**

A parcel of land in Section 33, Township 46 South, Range 42 East, Palm Beach County, Florida, being a portion of Plat No. 2, St. Andrews Country Club, as recorded in Plat Book 43, Page 170, Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 33, being common with Southeast corner of the Plat of St. Andrews Hills, as recorded in Plat Book 68, Page 45, Public Records of Palm Beach County, Florida; thence South 89° 34'01" West, along the South line of said Section 33 and the Plat of St. Andrews Hills (the South line of Section 33 and St. Andrews Hills is assumed to bear South 89° 34' 01" West and all other bearings are relative thereto) a distance of 1500.32 feet to the Southwest corner of said St. Andrews Hills Plat and a point on the boundary of Plat No. 2, St. Andrews Country Club, as recorded in Plat Book 45, Page 170, Public Records of Palm Beach County, Florida and being the Point of Beginning of the hereinafter described parcel; thence continue South 89° 34'01" West, along the South line of said Section 33 and Plat No. 2, a distance of 602.00 feet to a point; thence North 00° 25'59" West, departing from said South line, a distance of 55.00 feet to a point; thence North 89° 34'01" East a distance of 150.00 feet to a point; thence North 00° 25'59" West a distance of 50.00 feet to a point; thence North 89° 34'01" East a distance of 380.00 feet to a point; thence South 00° 25'59" East a distance of 50.00 feet to a point; thence North 89° 34'01" East a distance of 72.00 feet to the common boundary of said Plat No. 2 and said Plat of St. Andrews Hills; thence South 00° 25'59" East, along said common line, a distance of 55.00 feet to the South line of said Plats, Section 33, and the Point of Beginning. Containing 1.20 acres, more or less.

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# **EXHIBIT "E"**

*NOT A CERTIFIED COPY*

**Sent by Certified Mail, Return Receipt Requested  
and by First-Class United States Mail**

August 16, 2023

Dufkop Development LLC  
Attn: Pierre Dufour & Carlos Kopecny  
150 E. Palmetto Park Rd., Ste. 800  
Boca Raton, FL 33432

Dufkop Development LLC  
Attn: Pierre Dufour  
200 SE Mizner Blvd., Unit 717  
Boca Raton, FL 33432

Carlos A. Kopecny & Cintia Kopecny  
1519 SE 7th Court  
Deerfield Beach, FL 33441

Pierre Dufour and Diane Chayer  
800 S. Ocean Blvd., Apt. 505  
Boca Raton, FL 33432

Dear Mr. Dufour, Mr. Kopecny, Ms. Chayer and Ms. Kopecny:

## **OUTSTANDING PAST DUE BALANCE**

**Re: Property Address: 17747 Foxborough Ln., Boca Raton, FL 33496  
St. Andrews Country Club, Inc. – Membership Account**

This Firm represents St. Andrews Country Club, Inc. ("St. Andrews"). According to the attached summary of charges, St. Andrews has not received payment of the outstanding past due balance. The following amounts are due on your account to St. Andrews and must be paid within 30 days after your receipt of this letter.

Dues, assessments and other charges through 8/1/2023:	\$134,796.49
Preparation of this Letter:	\$ 300.00
Certified mail charges:	\$ <u>32.00</u>
<b>TOTAL OUTSTANDING:</b>	<b>\$135,128.49</b>

To avoid further legal action and additional expenses, please issue a check made payable to **ST. ANDREWS COUNTRY CLUB, INC.** and mail it to the attention of Regina Welch, CFO, St. Andrews Country Club, 17557 Claridge Oval West, Boca Raton, FL 33496, on or before the end of the 30-day period referenced above.

August 16, 2023

Page No. 2

### **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 \$135,128.49;

As of the date of this letter, you owe \$135,128.49. 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 above;

2. The name of the creditor to whom the debt is owed is: St. Andrews Country Club Inc.;

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.

Very truly yours,

GREENSPOON MARDER LLP



Larry Corman, Partner

Enclosures

cc: St. Andrews Country Club, Inc.

Date	Ref	Ticket	Description	Sub	Svc Chg	Tax	Gratuity	Total	Member Charge
I 8/1/2023	52872		Correction Sales Tax Adjustment Golf	\$224.58	\$0.00	\$0.00	\$0.00	\$224.58	\$224.58 Correction
I 7/31/2023	51053		Club Access Fee	\$208.34	\$0.00	\$0.00	\$0.00	\$208.34	\$208.34 Due 8/31/2023
I 7/31/2023	51054		Restaurant Contribution	\$416.67	\$0.00	\$0.00	\$0.00	\$416.67	\$416.67 Due 8/31/2023
I 7/31/2023	51055		Debt Repayment	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00 Due 8/31/2023
I 7/31/2023	51056		Dues-Golf	\$2,583.34	\$0.00	\$0.00	\$0.00	\$2,583.34	\$2,583.34 Due 8/31/2023
I 7/31/2023	51220		Finance Charge	\$1,930.63	\$0.00	\$0.00	\$0.00	\$1,930.63	\$1,930.63 Due 8/31/2023
I 6/30/2023	32302		Club Access Fee	\$208.34	\$0.00	\$14.58	\$0.00	\$222.92	\$222.92 Due 7/31/2023
I 6/30/2023	32303		Restaurant Contribution	\$416.67	\$0.00	\$29.17	\$0.00	\$445.84	\$445.84 Due 7/31/2023
I 6/30/2023	32304		Debt Repayment	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00 Due 7/31/2023
I 6/30/2023	32305		Dues-Golf	\$2,583.34	\$0.00	\$180.83	\$0.00	\$2,764.17	\$2,764.17 Due 7/31/2023
P 6/15/2023	ACH		ACH	(\$3,932.91)	\$0.00	\$0.00	\$0.00	(\$3,932.91)	(\$3,932.91) Payment
I 6/1/2023	20771		Membership Fee	\$125,000.00	\$0.00	\$0.00	\$0.00	\$125,000.00	\$125,000.00 Program Expired
I 5/31/2023	12008		Balance Forward	\$3,932.91	\$0.00	\$0.00	\$0.00	\$3,932.91	\$3,932.91
				\$134,571.91	\$0.00	\$224.58	\$0.00	\$134,796.49	\$134,796.49

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# EXHIBIT "F"

NOT A CERTIFIED COPY

Date	Ref	Ticket	Description	Posted	Sub	Svc Ctg	Tax	Gratuity	Total
I 9/30/2023	32302		Club Access Fee	Checked	\$230.00	\$0.00	\$16.10	\$0.00	\$246.10
I 8/31/2023	69288		Club Access Fee	Checked	\$208.34	\$0.00	\$0.00	\$0.00	\$208.34
I 7/31/2023	51053		Club Access Fee	Checked	\$208.34	\$0.00	\$0.00	\$0.00	\$208.34
I 6/30/2023	32302		Club Access Fee	Checked	\$208.34	\$0.00	\$14.58	\$0.00	\$222.92
I 8/1/2023	52872		Correction Sales Tax Adjustment	Checked	\$224.58	\$0.00	\$0.00	\$0.00	\$224.58
I 9/30/2023	32304		Debt Repayment	Checked	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
I 8/31/2023	69290		Debt Repayment	Checked	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
I 7/31/2023	51055		Debt Repayment	Checked	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
I 6/30/2023	32304		Debt Repayment	Checked	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
I 9/30/2023	32305		Dues-Golf	Checked	\$2,970.00	\$0.00	\$207.90	\$0.00	\$3,177.90
I 8/31/2023	69291		Dues-Golf	Checked	\$2,583.34	\$0.00	\$0.00	\$0.00	\$2,583.34
I 7/31/2023	51056		Dues-Golf	Checked	\$2,583.34	\$0.00	\$0.00	\$0.00	\$2,583.34
I 6/30/2023	32305		Dues-Golf	Checked	\$2,583.34	\$0.00	\$180.83	\$0.00	\$2,764.17
I 9/30/2023	51220		Finance Charge	Checked	\$2,166.84	\$0.00	\$0.00	\$0.00	\$2,166.84
I 8/31/2023	69478		Finance Charge	Checked	\$2,018.58	\$0.00	\$0.00	\$0.00	\$2,018.58
I 7/31/2023	51220		Finance Charge	Checked	\$1,930.63	\$0.00	\$0.00	\$0.00	\$1,930.63
I 9/30/2023	32303		Restaurant Contribution	Checked	\$480.00	\$0.00	\$33.60	\$0.00	\$513.60
I 8/31/2023	69289		Restaurant Contribution	Checked	\$416.67	\$0.00	\$0.00	\$0.00	\$416.67
I 7/31/2023	51054		Restaurant Contribution	Checked	\$416.67	\$0.00	\$0.00	\$0.00	\$416.67
I 6/30/2023	32303		Restaurant Contribution	Checked	\$416.67	\$0.00	\$29.17	\$0.00	\$445.84
P 6/15/2023	ACH		ACH	Checked	(\$3,932.91)	\$0.00	\$0.00	\$0.00	(\$3,932.91)
I 6/1/2023	20771		Membership Fee	Checked	\$125,000.00	\$0.00	\$0.00	\$0.00	\$125,000.00
I 5/31/2023	12008		Balance Forward	Checked	\$3,932.91	\$0.00	\$0.00	\$0.00	\$3,932.91
					\$146,645.68	\$0.00	\$482.18	\$0.00	\$147,127.86

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