

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR SARASOTA COUNTY, FLORIDA

■■■■■ ■■■■■ individually,

Plaintiff,

Case No. 2017-CA-004606 NC

vs.

**JURY TRIAL DEMANDED**

PLANTATION GOLF AND COUNTRY  
CLUB, INC., a Florida corporation,

Defendant.

\_\_\_\_\_ /

**SECOND AMENDED COMPLAINT**

COMES NOW, Plaintiff, ■■■■■ ■■■■■ individually (hereinafter “Ms. ■■■■■” by and through undersigned counsel, hereby sues Defendant, PLANTATION GOLF AND COUNTRY CLUB, INC., a Florida Corporation (hereinafter “PGCC”), and alleges as follows:

**Preliminary Allegations**

1. This is an action for damages in excess of Fifteen Thousand Dollars (\$15,000.00), exclusive of attorneys’ fees, costs and interests.
2. At all times relevant and material hereto this Complaint, Plaintiff, ■■■■■ ■■■■■ is an individual residing in Sarasota County, Florida.
3. At all times relevant and material hereto Defendant, Plantation Golf and Country Club, Inc., is a Florida Corporation with its principal place of business located at 500 Rockley Blvd., Venice, Florida 34293, United States.
4. Venue is proper in Sarasota County because Defendant does business in Sarasota County, Florida and all causes of action have accrued in Sarasota County, Florida.

5. All conditions precedent to filing this action have occurred or have been waived.

6. Ms. [REDACTED] has retained the law firm of Maglio Christopher & Toale, P.A. to represent her in this action and is obligated to pay a reasonable fee for services.

### Background

7. PGCC is a private, member-owned golf and country club operated by a board of directors. PGCC became a private, member-owned golf and country club on or around September 1994.

8. At that time, the equity membership categories available were: (a) regular membership; (b) tennis membership; and, (c) social membership.

9. On August 14, 1995, Ms. [REDACTED] purchased a Regular Equity Membership after having executed PGCC's "Plantation Golf and Country Club, Inc. Membership Purchase Agreement and Application for Membership" (hereinafter referred to as "Purchase Agreement"). See "**Exhibit A**" attached hereto.

10. In accordance with the Purchase Agreement, a member agreed not only to be bound by the Purchase Agreement, but also to be bound by the terms and conditions of PGCC's Membership Plan and Agreements as defined in the Purchase Agreement.

11. Accordingly, PGCC Bylaws, adopted on August 19, 1998, as amended in March 26, 2001 (hereinafter referred to as the "Bylaws"), further defined Ms. [REDACTED] relationship with PGCC regarding both parties' rights, obligations and responsibilities. Specifically, resignation procedures and the applicable resignation Refund Formula. See "**Exhibit B**" attached hereto.

12. The Bylaws at the time of Ms. [REDACTED] date of resignation, stated the following:

**Section 3.9, “Resignation of an Equity Membership”:**

3.9.1 The owner(s) of an Equity Membership may resign said Membership by submitting a written letter of resignation to the Board. Said **resignation shall be effective the end of the month in which the letter is received.**

3.9.2 The resigned Equity Membership shall be placed on a waiting list to be purchased by the Club. The resigned Membership will be purchased at eighty percent (80%) of the equity portion **of the membership fee in effect as of the effective date of resignation.**

3.9.3 Prior to the initial issuance of all Equity Memberships in the resigned Member’s Membership category, every fifth (5) Membership issued in that category shall be a resigned Equity Membership from the resale list.

*See Exhibit B (Emphasis Added)*

13. Accordingly, upon an equity member’s written desire to resign, PGCC placed the members “Resigned Equity Membership” on a waiting list to be purchased by PGCC. Under the Bylaws, if PGCC had memberships available for sale in a category of membership, then every fifth Membership sold in that category would come from the resignation waiting list.

14. Once the member reached the top of the list, eighty percent (80%) of the equity portion of the membership fee **in effect as of the date of the member’s resignation** would be required to be paid to the resigning member (hereinafter referred to as the “Refund Formula”).

15. On or around September 24, 2007, Ms. [REDACTED] submitted her equity membership resignation letter. The Bylaws and the Refund Formula at the time Ms. [REDACTED] resigned served an integral part in her decision to resign.

16. PGCC acknowledged that Ms. [REDACTED] resignation became effective on October 1, 2007 and informed her that her Resigned Regular Equity Membership was placed on a waiting list to be purchased by PGCC. *See* “**Exhibit C**” attached hereto.

17. Further, PGCC’s correspondence also advised Ms. [REDACTED] that her refund amount would be paid as calculated in accordance with the Refund Formula once her Resigned Regular Equity Membership was purchased:

The Resigned Regular Equity Membership will be purchased at eighty percent (80%) of the equity portion of the membership equity contribution in effect as of the **effective date of resignation**. Currently, the Regular Equity Membership contribution requirement is \$30,000.00. A refund equivalent to 80% of this amount is **\$24,000.00...**

*See Exhibit C.*

18. Accordingly, Ms. [REDACTED] appropriate refund amount, at the date of her resignation and in accordance with the Refund Formula, is Twenty-Four Thousand Dollars (\$24,000.00).

19. Ms. [REDACTED] privileges and access under the Purchase Agreement and Regular Equity Membership fully ceased on October 1, 2007. Additionally, Ms. [REDACTED] ceased receiving any further communication from PGCC regarding equity membership information or communication, including but not limited to, board of directors’ actions, minutes, or PGCC’s revisions and/or amendments to its bylaws or governing documents.

20. On or around June 30, 2016, PGCC informed Ms. [REDACTED] her Resigned Regular Equity Membership had finally come to the top of the Resigned Members Waiting List. PGCC issued Ms. [REDACTED] a check for one-thousand, two-hundred dollars (\$1,200.00) as “full payment of [her] Refundable Amount” in accordance with PGCC’s Bylaws dated April 1, 2016. *See* “**Exhibit D**” attached hereto.

21. Despite numerous requests by Ms. [REDACTED] to reissue the appropriate refundable amount of \$24,000.00, PGCC has refused to do so.

**COUNT I**  
**VIOLATIONS OF FLORIDA’S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT**  
**(FLA. STAT. §§501.201 *et. seq.*)**

22. Ms. [REDACTED] realleges the allegations contained in paragraphs 1 through 21 above and incorporates them herein by reference.

23. This is a direct action brought by Ms. [REDACTED] against PGCC pursuant to the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201, *et. seq.* (“FDUTPA”).

24. FDUTPA is to be liberally construed to “protect the consuming public,...from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.” Fla. Stat. § 501.202(2).

25. Ms. [REDACTED] is a consumer within the meaning of FDUTPA.

26. Ms. [REDACTED] is a senior citizen within the meaning of FDUTPA.

27. PGCC engaged in trade or commerce within the meaning of FDUTPA.

28. PGCC’s Regular Equity Golf Membership is a good, commodity, or thing of value within the meaning of FDUTPA.

29. Fla. Stat. § 501.204(1) declares unlawful “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce...”

30. PGCC’s resignation procedures and the Refund Formula in the Bylaws at the time Ms. [REDACTED] resigned were unfair or deceptive.

31. Further, the manner in which PGCC amended its Bylaws in 2016 were unfair and deceptive as to Ms. [REDACTED] a resigned member.

32. PGCC's change of the resignation procedures and Refund Formula in 2016 Bylaws, without providing Ms. [REDACTED] notice nor an opportunity to object to the Refund Formula change, is unfair or deceptive.

33. Ms. [REDACTED] was deceived and/or misled by PGCC into believing she would receive a refund amount in accordance with the resignation procedures and Refund Formula in the Bylaws as calculated at the time of her resignation.

34. PGCC has violated Fla. Stat. § 501.204 prohibition against engaging in unfair and deceptive practices as follows:

- a. Without explaining to Ms. [REDACTED] that the Refund Formula in effect at the time of the effective date of resignation could be altered after she had resigned;
- b. Without providing notice or the right for Ms. [REDACTED] to be heard or to object to any changes to the Refund Formula after she resigned;
- c. Misrepresenting the Refund Formula and resignation procedures in the Bylaws at the time Ms. [REDACTED] resigned; and
- d. By maintaining the position that PGCC could alter the Bylaws in 2016 regarding resignation procedures and the Refund Formula without notice or opportunity to Ms. [REDACTED] to object.

35. PGCC has willfully engaged in the acts and practices alleged herein when it knew or should have known that said acts and practices were unfair or deceptive or prohibited by rule. Further, that such acts and practices are likely to mislead a consumer acting reasonably under the circumstances, as it did to Ms. [REDACTED]

36. These acts and practices of PGCC, as alleged herein, have injured and continue to injure and prejudice the public and consumers.

37. As a direct and proximate result of PGCC's deceptive and unfair trade practices, Ms. [REDACTED] has suffered damages.

38. Pursuant to Fla. Stat. § 501.211(1), Ms. [REDACTED] seeks a declaratory judgment that PGCC's act or practice violates Fla. Stat. 501.204, and this Court to issue an order temporarily and/or permanently enjoining the above-described wrongful acts and practices of PGCC.

39. Pursuant to Fla. Stat. § 501.2075, Ms. [REDACTED] seeks an order assessing against PGCC, civil penalties in the amount of Ten Thousand Dollars (\$10,000) for each violation of Fla. Stat. § 501.204 alleged above.

40. Pursuant to Fla. Stat. § 501.2077, Ms. [REDACTED] seeks an order assessing against PGCC, civil penalties in the amount of Fifteen Thousand Dollars (\$15,000) for each violation of Fla. Stat. § 501.204 alleged above.

41. Additionally, pursuant to Fla. Stat. §§ 501.211(2) and 501.2105, Ms. [REDACTED] is entitled to recover from PGCC her reasonable amount of attorneys' fees and costs she has incurred in this matter.

WHEREFORE, Plaintiff, MS. [REDACTED] requests a judgement against Defendant, PGCC, for declaratory judgment, temporary and/or permanent injunction, damage, plus interest, attorneys' fees and costs, and any and all further compensatory and equitable relief as this Court deems just and proper.

**COUNT II**  
**BREACH OF CONTRACT**

42. Ms. [REDACTED] realleges the allegations contained in paragraphs 1 through 21 above and incorporates them herein by reference.

43. This is a direct action brought by Ms. [REDACTED] against PGCC for breach of contract.

44. The Purchase Agreement, along with the Membership Plan and Agreements as defined in the Purchase Agreement, are a valid and binding contract.

45. Ms. [REDACTED] fully performed her obligations under the Purchase Agreement and its defined Membership Plan and Agreements.

46. PGCC has breached the terms of the Purchase Agreement and its defined Membership Plan and/or Agreements by refusing to pay the \$24,000 refund amount.

47. As a direct and proximate result of the foregoing, Ms. [REDACTED] has suffered damages.

WHEREFORE, Plaintiff, MS. [REDACTED] requests a judgement against Defendant, PGCC, for damages, plus interest, and any and all further compensatory and equitable relief as this Court deems just and proper.

**COUNT III**  
**BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

48. Ms. [REDACTED] realleges the allegations contained in paragraphs 1 through 21 above and 41 through 45 above and incorporates them herein by reference.

49. This is a direct action brought by Ms. [REDACTED] against PGCC for breach of implied covenant of good faith and fair dealing.

50. Ms. [REDACTED] and PGCC entered into a valid and legally binding Purchase Agreement, along with its Membership Plan and Agreements as defined.

51. Ms. [REDACTED] fully performed her obligations under the Purchase Agreement and its defined Membership Plan and Agreements.

52. All conditions for PGCC's performance had occurred.



53. PGCC's actions and inactions have unfairly interfered with Ms. [REDACTED] ability to receive the benefits of the Purchase Agreement.

54. PGCC's conduct did not comport with Ms. [REDACTED] reasonable contractual expectations that PGCC would follow through with the Purchase Agreement and its terms, specifically the section entitled "*Resignation of an Equity Membership*" in effect at the time of Ms. [REDACTED] effective date of resignation.

55. As a direct and proximate result of the foregoing, Ms. [REDACTED] has been damaged.

WHEREFORE, Plaintiff, MS. [REDACTED] requests a judgement against Defendant, PGCC, for damages, plus interest, and any and all further compensatory and equitable relief as this Court deems just and proper.

#### **COUNT IV** **PROMISSORY ESTOPPEL**

56. Ms. [REDACTED] realleges the allegations contained in paragraphs 1 through 7 above and incorporates them herein by reference.

57. In the alternative, this is a direct action brought by Ms. [REDACTED] against PGCC for promissory estoppel.

58. On May 25, 2012, Ms. [REDACTED] requested from PGCC a written verification for the value of her Resigned Regular Equity Membership. *See* "**Exhibit E**" attached hereto.

59. On June 8, 2012, PGCC promised Ms. [REDACTED] through written verification that she would be receiving \$24,000 from PGCC as a full Refund Amount for her Resigned Regular Equity Membership. *See* **Exhibit C**.

60. PGCC should reasonably have expected to induce action or forbearance on the part of Ms. [REDACTED]

61. In reliance of that promise, Ms. [REDACTED] suffered detriment by losing money when PGCC changed its position later and only refunded her \$1,200 for her Resigned Regular Equity Membership – a 5% refund of what she was promised by PGCC for her Resigned Regular Equity Membership. *See Exhibit D.*

62. As a direct and proximate result of the foregoing, Ms. [REDACTED] has been damaged.

WHEREFORE, Plaintiff, MS. [REDACTED] requests a judgement against Defendant, PGCC, for damages, plus interest, and any and all further compensatory and equitable relief as this Court deems just and proper.

**COUNT V**  
**UNJUST ENRICHMENT**

63. Ms. [REDACTED] realleges the allegations contained in paragraphs 1 through 9 above and incorporates them herein by reference.

64. In the alternative, this is a direct action brought by Ms. [REDACTED] against PGCC for unjust enrichment.

65. Ms. [REDACTED] gave a benefit to PGCC of her equity contribution.

66. PGCC has received, and continues to receive, the benefit at the expense of Ms. [REDACTED]

67. The circumstances are such that PGCC should, in all fairness, be required to pay for the benefit at the full value in effect upon Ms. [REDACTED] effective date of resignation. *See Exhibit C.*

68. As a direct and proximate result of the foregoing, Ms. [REDACTED] has been damaged.

WHEREFORE, Plaintiff, MS. [REDACTED] requests a judgement against Defendant, PGCC, for damages, plus interest, and any and all further compensatory and equitable relief as this Court deems just and proper.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, [REDACTED] [REDACTED] prays for judgment and relief against Defendant, PLANTATION GOLF AND COUNTRY CLUB, INC., as follows:

A. For an order declaring that Defendant PGCC's act or practice violates Fla. Stat. § 501.204;

B. For an order enjoining Defendant PGCC, and its directors, officers, managers, agents, servants, and employees from continuing to sell and issue equity memberships under its current policies, acts and practices related to the Refund Formula for resigned equity memberships under Fla. Stat. § 501.211(1);

C. For an award of monetary damages, plus interest, against Defendant PGCC for its wrongful and illegal conduct alleged above in an amount equal to the actual damages suffered by Plaintiff Ms. [REDACTED] and any and all further compensatory and equitable relief as this Court deems just and proper;

D. For an order assessing against Defendant PGCC, civil penalties in the amount of Ten Thousand Dollars (\$10,000) for each violation of Fla. Stat. § 501.204 alleged above, pursuant to Fla. Stat. § 501.2075;

E. For an order assessing against Defendant PGCC, civil penalties in the amount of Fifteen Thousand Dollars (\$15,000) for each violation of Fla. Stat. § 501.204 alleged above, pursuant to Fla. Stat. § 501.2077;

F. For an award of reasonable attorneys' fees and all costs and expenses incurred in

the course of prosecuting this action pursuant to Fla. Stat. §501.2105;

G. For pre-judgment and post-judgment interest at the legal rate; and

H. For such other and further relief as the Court deems just and proper against Defendant PGCC and which Plaintiff Ms. [REDACTED] may be entitled to.

**JURY TRIAL DEMAND**

Plaintiff hereby demands a trial by jury on all issues so triable in this matter.

Respectfully submitted,

**MAGLIO CHRISTOPHER & TOALE, P.A.**



**Christina E. Unkel, Esquire**

Florida Bar No.: 099203

1605 Main Street, Suite 710

Sarasota, FL 34236

Telephone: 888.952.5242

Facsimile: 877.952.5042

Primary: [cunkel@mctlawyers.com](mailto:cunkel@mctlawyers.com)

Secondary: [clibrizzi@mctlawyers.com](mailto:clibrizzi@mctlawyers.com)

*Attorneys for Plaintiff*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing has been served this 20<sup>th</sup> day of July, 2018 via notification through the Florida E-Filing Portal and via electronic mail upon the following:

Michelle Tanzer ([Michelle.Tanzer@gray-robinson.com](mailto:Michelle.Tanzer@gray-robinson.com))

Mark Schellhase ([Mark.Schellhase@gray-robinson.com](mailto:Mark.Schellhase@gray-robinson.com))

Andrew Marcus ([Andrew.Marcus@gray-robinson.com](mailto:Andrew.Marcus@gray-robinson.com))

/s/ Christina E. Unkel

Christina E. Unkel



APPLICATION FOR EQUITY MEMBERSHIP  
PERSONAL

Name of Applicant: [REDACTED]

Plantation Address: [REDACTED]

Other Address, if different from above: \_\_\_\_\_  
(Please indicate where mail is to be sent.)

Plantation Telephone: [REDACTED] Other Telephone: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security #: [REDACTED]

Name of Spouse: [REDACTED]

Spouse's Birthdate: [REDACTED] Social Security #: [REDACTED]

ELIGIBLE DEPENDENTS

Please list unmarried children under the age of twenty-three residing at home or attending school on a full-time basis.

	Name	Date of Birth	Male/Female
1.	_____	_____	_____
2.	_____	_____	_____

OCCUPATION

Applicant's Current or Former Occupation: [REDACTED] Years in Employment: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

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

Spouse's Current or Former Occupation: [REDACTED] Years in Employment: [REDACTED]

Title: [REDACTED] Telephone: [REDACTED]

Address: [REDACTED]

BUSINESS REFERENCES

OFFICIAL CHECK

DATE 14 AUGUST 1995



AFFILIATE NAME BARNETT BANK OF SOUTHWEST FLORIDA

OFFICE NAME LEMON BAY BRANCH 011 RE: EQUITY MEMBERSHIP

NOTICE TO CUSTOMER  
The purchase of an indemnity bond may be at the discretion of Barnett's discretion before the bond is replaced or refunded in the event it is lost, misplaced or stolen.

PAY \$ 18,000.00\*\*

TO THE ORDER OF \*\*PLANTATION ASSOCIATES\*\*

BARNETT BANK

AUTHORIZED SIGNATURE SHIRLEY WOOD

1844411 By Integrated Payment Systems Inc. Englewood, Colorado  
FIRST NATIONAL BANK OF OMAHA, I.A. - DE W. CO

EXHIBIT A  
Second Amended Complaint





MEMBERSHIP APPLICATION

PLANTATION GOLF AND COUNTRY CLUB, INC. MEMBERSHIP PURCHASE AGREEMENT

The undersigned hereby applies for an Equity Membership in Plantation Golf and Country Club, Inc., a Florida not-for-profit corporation (the "Club") and agrees to pay Plantation Associates, a Florida general partnership (the "Partnership") the membership contribution set forth below. The undersigned hereby submits a check in the full amount of the required membership contribution made payable to Plantation Associates along with this Membership Purchase Agreement and Application for Membership. Please indicate below, by marking the appropriate box, the category of Equity Membership desired.

- |  |                     |
|--|---------------------|
|  | Equity Contribution |
| <input checked="" type="checkbox"/> Regular Membership .....                     | \$18,000            |
| <input type="checkbox"/> Regular Membership with Full Privileges                 |                     |
| <input checked="" type="checkbox"/> Regular Membership with Golf-Only Privileges |                     |
| <input type="checkbox"/> Tennis Membership .....                                 | \$ 3,000            |
| <input type="checkbox"/> Social Membership .....                                 | \$ 1,500            |

The undersigned understands that this Membership Purchase Agreement is irrevocable after mailing or delivery to the Membership Director unless it is not approved. No membership certificate shall be issued until the undersigned has been approved for membership and the membership contribution is paid in full.

The undersigned hereby acknowledges receipt of a copy of the Plan For The Offering Of Memberships In Plantation Golf and Country Club, Inc., amended and restated as of September 1, 1994, and the Exhibits thereto (collectively, the "Membership Plan"), and the availability of the Subscription Agreement between the Partnership and the Club and the Agreement Regarding Membership Sales and Amendment to Subscription Agreement between the Partnership and the Club (collectively, the "Agreements") and agrees to be bound by all of the respective terms and conditions of the Membership Plan and the Agreements. If approved for membership, the undersigned agrees to substitute the membership privileges acquired pursuant to the Membership Plan for any and all present and prior rights in or to use the Plantation Golf and Country Club facilities.

The undersigned hereby understands that the dues structure may be modified from time to time in the sole and absolute discretion of Plantation Golf and Country Club, Inc.

The undersigned hereby authorizes the disclosure and release of information to Plantation Golf and Country Club, Inc. for investigating my qualifications for membership and authorizes those persons or entities set forth in this Application for Equity Membership to furnish information to Plantation Golf and Country Club, Inc.

The undersigned understands that acceptance for membership in Plantation Golf and Country Club, Inc. is subject to approval and payment of the required membership contribution, dues, fees and charges.

Dated: August 14, 1995

Signature of Applicant

Signature of Applicant's



The Membership Purchase Agreement and Application for Membership shall not be binding upon the Club or the Partnership until the acceptances below are signed.

Plantation Golf and Country Club, Inc.

Approved by Membership Committee

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

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

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

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



500 Rockley Boulevard  
Venice, Florida 34293  
(813) 497-1479

**EXHIBIT A**  
**Second Amended Complaint**



**Plantation<sup>®</sup>**  
Golf & Country Club

**BYLAWS**

Adopted August 19, 1998  
Amended March 26, 2001

- 3.8.2 The resold Equity Membership shall be transferred upon the purchaser's payment of one hundred percent (100%) of the then current Equity Membership price to the Club. Upon receipt of the then current Equity Membership price, the Club will pay eighty percent (80%) of the then current Equity Membership price to the seller, less any amounts due from the selling member to the Club.

### **3.9 RESIGNATION OF AN EQUITY MEMBERSHIP**

- 3.9.1 The owner(s) of an Equity Membership may resign said Membership by submitting a written letter of resignation to the Board. Said resignation shall be effective the end of the month in which the letter is received.
- 3.9.2 The resigned Equity Membership shall be placed on a waiting list to be purchased by the Club. The resigned Membership will be purchased at eighty percent (80%) of the equity portion of the membership fee in effect as of the effective date of the resignation.
- 3.9.3 Prior to the initial issuance of all Equity Memberships in the resigned Member's Membership category, every fifth (5) Membership issued in that category shall be a resigned Equity Membership from the resale list.
- 3.9.4 Although not obligated, the Club may repurchase an Equity Membership under hardship circumstances deemed appropriate by the Board.

### **3.10 MEMBERSHIP DUES CATEGORIES AND RATES**

- 3.10.1 The Board shall establish Membership dues categories and rates.
- 3.10.2 The Board shall determine, in light of applicable facts and circumstances, those eligible to use the Club's facilities under a family dues category.

### **3.11 HONORARY MEMBERSHIPS**

- 3.11.1 The Board, upon unanimous vote of all Board members, shall have the right to issue an annual Non-Equity Honorary Membership to any individual(s) judged by the Board to be deserving of such Honorary Membership.
- 3.11.2 The Board shall determine all honorary member requirements and benefits.

### **3.12 LIQUIDATION OF EQUITY MEMBERSHIPS**

In the event the Club's assets are liquidated, distribution shall be pro-rated on the basis of the Member's equity value.





**Plantation®**  
Golf & Country Club

June 8, 2012

[REDACTED]

RE: Resignation – [REDACTED]

Dear Mrs. [REDACTED]

We are in receipt of your resignation letter dated September 24, 2007. Although we know it is sometimes unavoidable, we are always disappointed when a Member resigns. A complete description of the rules governing the resignation/downgrade and re-purchase of memberships can be found in the Club Bylaws, adopted November 15, 2010, Article 3.8, *Resignation of an Equity Membership*. According to the ByLaws your resignation will become effective as of October 1, 2007.

The Resigned Regular Equity Membership will be placed on a waiting list to be purchased by the Club. The Resigned Regular Equity Membership will be purchased at eighty percent (80%) of the equity portion of the membership equity contribution in effect as of the effective date of the resignation. Currently, the Regular Equity Membership contribution requirement is \$30,000.00. A refund equivalent to 80% of this amount is \$24,000.00. We do expect it to take many years before your resigned membership comes to the top of the refund sales list, so please keep in touch with any changes of address, or phone number changes.

We thank you for your years of Membership and service with Plantation Golf & Country Club. Please don't hesitate to contact me if you have any questions or if I can be of further assistance.

Warm Regards,



Elaine Dexter  
Membership Director

ESD/dd



June 30, 2016

Mrs. [REDACTED]  
[REDACTED]

Dear Mrs. [REDACTED]

Your name has come to the top of the Resigned Members Waiting List and the Club has issued an Equity Membership in the same membership category. We are including Check [REDACTED] in the amount of \$1,200.00 as full payment of your Refundable Amount.

In accordance with the Club's Bylaws dated April 1, 2016, a copy of which applicable portion is enclosed herein, the Refundable Amount is 80% of the equity portion of the Joining Fees the Club received for the issuance of an Equity Membership to the new Equity Member, less any amounts still owed to the Club.

Thank you for having been a member of Plantation Golf & Country Club.

Sincerely,

Plantation Golf & Country Club

B. J. Camarota, PHR, SHRM-CP  
Chief Financial Officer

Enclosures: Check [REDACTED]

First Amended and Restated Bylaws dated April 1, 2016, Page 7



3.6.2 The Equity Membership shall be reissued, and an appropriate Equity Membership Certificate shall be issued to the purchaser, upon full payment to the Club of the then current Joining Fees. Within thirty (30) days of receipt of one hundred percent (100%) of the Joining Fees by the Club, the Club will pay to the selling Equity Member the applicable Refundable Amount, if any.

### **3.7 CALCULATION OF REFUNDABLE AMOUNT**

3.7.1 The Club currently offers Equity Memberships with a non-refundable equity portion of the Joining Fees. Nevertheless, if a resigned member is entitled to receive a refund of a percentage of the equity portion such member paid to the Club pursuant to the Prior Bylaws ("Refundable Equity Member"), the Club shall refund the Refundable Amount to such resigned member in accordance with these Bylaws. The "Refundable Amount" in each such case shall be equal to eighty percent (80%) of the equity portion of the Joining Fees the Club receives for the issuance of an Equity Membership to a new Equity Member, less any amounts still owed to the Club by the resigning member. Notwithstanding the preceding sentence, the Club shall not pay any Refundable Amount until the Joining Fees have been paid in full by the new member.

3.7.2 The Club previously issued, but is no longer offering, Regular Equity Memberships. For purposes of repayment of a Refundable Amount, resigned Regular Equity Memberships shall be considered to be in either the Full or Golf Equity Membership category, as applicable, and resigned Regular Equity Memberships shall be placed on the same Resigned Members Waiting List as Full and Golf Equity Memberships. Resigned Tennis Equity Memberships and Social Equity Memberships shall be placed on the respective separate Resigned Members Waiting List accordingly.

### **3.8 PAYMENT OF REFUNDABLE AMOUNT FOLLOWING RESIGNATION OF EQUITY MEMBERSHIP**

3.8.1 An Equity Member may resign an Equity Membership by submitting a written letter of resignation to the Board. Resignations received between August 31 and January 1 shall be effective thirty (30) days after the date of the Club's receipt of the resignation. A resignation received after January 1 shall be effective September 30. Resignations are not revocable and shall only be effective if the Equity Member's account is current.

3.8.2 If a Refundable Equity Member resigns, the resigned Equity Membership shall be placed next in line on the Resigned Members Waiting List in order to receive from the Club the Refundable Amount, if any, upon payment to the Club of the then current Joining Fees by a new member.

3.8.3 The Club shall maintain an escrow account into which the Club shall deposit eighty percent (80%) of the equity portion of the Joining Fees paid by each new Equity Member (the "Escrow Account"). All monies in the Escrow Account shall be paid out to the applicable resigned members in accordance with the priority on the Resigned Members Waiting List. Within thirty (30) days of the Club's receipt of one hundred percent (100%) of the Joining Fees, the Club will pay to the resigned member in the first position on the Resigned Members Waiting List the applicable Refundable Amount, if any. Notwithstanding anything to the contrary in these Bylaws, the Escrow Account shall be the sole source of funds used to pay Refundable Amounts, if any, to resigned members. From and after the date upon which all Refundable Amounts which may be payable to Refundable Equity Members have been paid, the Escrow Account will be closed and terminated.

THIS CHECK HAS BEEN BACKGROUNDED AND CONTAINS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS.

**Plantation Golf & Country Club**  
500 Rockley Blvd. Venice, Florida 34293  
(941) 497-1494

SUNTRUST / GULF COAST

CHECK

PAY

TO THE ORDER OF

ONE THOUSAND TWO HUNDRED DOLLARS & 00 CENTS

DATE

AMOUNT

Jun 29/16

\$1,200.00



AUTHORIZED SIGNATURE

Plantation Golf & Country Club 500 Rockley Blvd. Venice, FL 34293

7358 [REDACTED]

Jun 29/16

Invoice No	Inv. Date	PO Number	Reference	Audit No
[REDACTED]	May 31/16	N/A		FJ1831

Gross Amt	Disc/RT	Net Amt
1,200.00	0.00	1,200.00
1,200.00	0.00	1,200.00

**EXHIBIT D**  
**Second Amended Complaint**

CHECK

May 25, 2012

Board of Directors  
Plantation Golf & Country Club  
500 Rockley Boulevard  
Venice, FL 34293

Ref: Equity Membership [REDACTED]

Dear Board:

It is requested that written verification be supplied to me on the value of my equity in the Plantation Golf and Country Club.

Resignation was tendered in a letter dated September 24, 2007, to be effective September 30, 2007. It is my understanding that memberships were selling for and valued at \$30,000 at that time. Based on the 80% return on equity, it appears that my equity would be valued at \$24,000.00.

If you would kindly forward to me a letter or document stating the equity value, it would be greatly appreciated.

Thank you in advance for your assistance in this matter.

Sincerely,

