

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

STEVEN STABILE and LISA
STABILE, Husband and Wife, CASE NO.: 50 2007 CA 2470 (AG)
CARY PRESS, GERI MELNICK,
RICHARD CORBIN and DONNA CORBIN,
Husband and Wife, KENT CLOTHIER and
SEEMA CLOTHIER, Husband and Wife, JAVIER PERLA,
MELANIE PERLA, LOU LEVY, MILLIE LEVY,
LARRY OLKEIN, NATHAN MILLER, CAROL MILLER,
STANLEY HEARN, PATRICIA HEARN, JOSEPHINE DEBIASI,
ANTONIO CIOFFI, LESTER SLOMAN, CHUCK
STEINHAUSER, JANE LEVIN, DUNCAN
FINCH, DAVID SHERWOOD, CAROL ANN READY,
PETER DAVIS, LESLIE DAVIS, RICHARD DICKSTEIN,
ELAINE DICKSTEIN, HOLLY SELLAR, ALVIN KALMIN,
DIANE KALMIN, DENNIS KRAUSE, HANS REINISCH,
MANUELA REINISCH, EDITH BOLTE KUTZ as TRUSTEE OF THE
EDITH BOLTE KUTZ REVOCABLE TRUST, DEBBIE ENTEN, MARK
GEISSLER, SHARI GEISSLER, HAROLD JONES, ADELE JONES,
DAVID OTTMAR, JOHN PUTNAM, KATHLEEN PUTNAM,
RONNIE BRENNER, RICHARD ROSENBERG, RUTH ROSENBERG,
DORIS COHEN, CLIFF WEISNER, BETSY WEISNER, HEDY JONES,
MILDRED WEISS, NICOLA PETRUCCI, STEPHEN CHROMIK,
MICHAEL POSNER, ANTHONY CELANO,
JAMES ROHRBACH AND IVETTE ROHRBACH,

Plaintiffs,

v.

HAMLET RESIDENTS ASSOCIATION, INC., a
Florida non-profit corporation, et al.,

Defendants.

THIRD AMENDED COMPLAINT

Plaintiffs, STEVEN STABILE and LISA STABILE, Husband and Wife (the
"Stabiles"), CARY PRESS ("Press"), GERI MELNICK ("Melnick"), RICHARD CORBIN
and DONNA CORBIN, Husband and Wife (the "Corbins"), KENT CLOTHIER and

SEEMA CLOTHIER, Husband and Wife (the “Clothiers”), JAVIER PERLA and MELANIE PERLA (the “Perlas”), LOU LEVY and MILLIE LEVY (the “Levys”) LARRY OLKEIN (“Olkein”), NATHAN MILLER and CAROL MILLER (the “Millers”), STANLEY HEARN and PATRICIA HEARN (the “Herns”), JOSEPHINE DEBIASI (“Debiasi”), ANTONIO CIOFFI (“Cioffi”) LESTER SLOMAN (“Sloman”) CHUCK STEINHAUSER (“Steinhauser”), JANE LEVIN (“Levin”), DUNCAN FINCH (“Finch”), DAVID SHERWOOD (“Sherwood”), CAROL ANN READY (“Ready”), PETER DAVIS and LESLIE DAVIS (the “Davis”), RICHARD DICKSTEINN and ELAINE DICKSTEIN (the “Dicksteins”), HOLLY SELLAR (“Sellar”), ALVIN KALMIN and DIANE KALMIN (the “Kalmins”), DENNIS KRAUSE (“Krause”), HANS REINISCH and MANUELA REINISCH (the “Reinischs”), EDITH BOLTE KUTZ as TRUSTEE OF THE EDITH BOLTE KUTZ REVOCABLE TRUST (“Kutz”), DEBBIE ENTEN (“Enten”), MARK GEISSLER and SHARI GEISSLER (the “Geisslers”), HAROLD JONES and ADELE JONES (the “Jones”), DAVID OTTMAR (“Ottmar”), JOHN PUTNAN and KATHLEEN PUTNAM (the “Putnams”), RONNIE BRENNER (“Brenner”), RICHARD ROSENBERG and RUTH ROSENBERG (the “Rosenbergs”) DORIS COHEN (“Cohen”), CLIFF WEISNER and BETSY WEISNER (the “Weisners”), HEDY JONES (“Hedy Jones”), MILDRED WEISS (“Weiss”), NICOLA PETRUCCI (“Petrucci”), STEPHEN CHROMIK (“Chromik”), MICHAEL POSNER (“Posner”) ANTHONY CELANO (“Celano”), JAMES ROHRBACH and IVETTE ROHRBACH (the “Rohrbachs”) (collectively referred to as “Plaintiffs”), by and through undersigned counsel, file this Third Amended Complaint against Defendants, HAMLET RESIDENTS ASSOCIATION, INC., a Florida non-profit corporation (the “Association”), THE HAMLET COUNTRY CLUB, INC., a Florida non-profit corporation (the “Club”), SHELLY WEIL, individually (“Weil”), LARRY GLICKMAN, individually

(“Glickman”), and SACHS & SAX, P.A., a Florida corporation f/k/a SACHS, SAX & KLEIN, P.A. (the “Law Firm”), and allege:

A. Introduction and Background

1. This action by a group of homeowners within the community known as The Hamlet is centered upon the claim that an improperly imposed and unconstitutional amendment (the “Amendment”) to the Declaration of Restrictive Covenants of the Hamlet Country Club Community is void, unenforceable and without effect. In summary, while the Amendment, as written (recorded in the public records on December 5, 2002), requires membership in the Hamlet Country Club (“Club”) as a mandatory condition of ownership of real property within The Hamlet community, in reality, the Amendment is currently being enforced against only a selected portion of the owners (including Plaintiffs), but not all owners.¹ Plaintiffs therefore seek a Court determination that the Amendment is improper, unreasonable, unenforceable and a restraint on the alienation of Plaintiffs’ property rights. In addition, Plaintiffs assert claims for declaratory relief, injunctive relief against the enforcement of the Amendment, fraud, infringement on property rights, breach of fiduciary duty, breach of contract, and selective enforcement.

2. Plaintiffs, Steven Stabile and Lisa Stabile are residents of Palm Beach County, Florida, and the owners of a residential parcel in the platted subdivision called Foxpointe, which was acquired after the effective date of the Amendment.

¹ There are 444 property owners within The Hamlet community. Discussed below, despite the purported Amendment requiring mandatory Club membership for all owners who purchased their parcels subsequent to the effective date of the Amendment, the 134 members who own condominiums in The Hamlet, certain owners who settled a prior lawsuit against the Association and Club, and other lot owners who have been grandfathered in as non-member lots (explained more fully below), are not subject to mandatory membership and the exorbitant fees, dues and assessments.

3. Plaintiffs, Richard Corbin and Donna Corbin are residents of Palm Beach County, Florida, and the owners of a residential parcel in the platted subdivision called Foxpointe, which was acquired after the effective date of the Amendment.

4. Plaintiff, Cary Press is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the platted subdivision called Foxpointe, which was acquired after the effective date of the Amendment.

5. Plaintiff, Geri Melnick is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the platted subdivision called Foxpointe, which was acquired after the effective date of the Amendment.

6. Plaintiffs, Kent Clothier and Seema Clothier are residents of Palm Beach County, Florida, and the owners of a residential parcel in the platted subdivision called Foxpointe, which was acquired before the effective date of the Amendment.

7. Plaintiffs, Javier Perla and Melanie Perla are residents of Palm Beach County, Florida, and the owners of a residential parcel in the platted subdivision called Foxpointe, which was acquired before the effective date of the Amendment.

8. Plaintiffs, Lou Levy and Millie Levy are residents of Palm Beach County, Florida, and the owners of a residential parcel in the platted subdivision called The Fairways, which was acquired before the effective date of the Amendment.

9. Plaintiff, Larry Olkein is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the platted subdivision called Foxpointe, which was acquired after the effective date of the Amendment.

10. Plaintiffs, Nathan Miller and Carol Miller are residents of Palm Beach County, Florida, and the owners of a residential parcel in the platted subdivision called Lakewood II, which was acquired before the effective date of the Amendment.

11. Plaintiffs, Stanley Hearn and Patricia Hearn are residents of Palm Beach County, Florida, and the owners of a residential parcel in the platted subdivision called Foxpointe, which was acquired before the effective date of the Amendment.

12. Plaintiff, Josephine DeBiasi is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the platted subdivision called Lakewood I, which was acquired after the effective date of the Amendment.

13. Plaintiff, Antonio Cioffi is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the platted subdivision called Foxpointe, which was acquired after the effective date of the Amendment.

14. Plaintiff, Lester Sloman is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the platted subdivision called Foxpointe, which was acquired before the effective date of the Amendment.

15. Plaintiff, Chuck Steinhauser is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the platted subdivision called Foxpointe, which was acquired before the effective date of the Amendment.

16. Plaintiff, Jane Levin is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the platted subdivision called Evergreene, which was acquired after the effective date of the Amendment.

17. Plaintiff, Duncan Finch is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the platted subdivision called Evergreene, which was acquired after the effective date of the Amendment.

18. Plaintiff, David Sherwood is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the platted subdivision called Fox Hollow, which was acquired after the effective date of the Amendment.

19. Plaintiff, Carol Ann Ready is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the platted subdivision called Fox Hollow, which was acquired after the effective date of the Amendment.

20. Plaintiffs, Peter Davis and Leslie Davis are residents of Palm Beach County, Florida, and the owners of a residential parcel in the platted subdivision called The Estates III, which was acquired after the effective date of the Amendment.

21. Plaintiffs, Richard Dickstein and Elaine Dickstein are residents of Palm Beach County, Florida, and the owners of a residential parcel in the platted subdivision called Kramers Place, which was acquired before the effective date of the Amendment.

22. Plaintiff, Holly Sellar is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the platted subdivision called Kramers Place, which was acquired after the effective date of the Amendment.

23. Plaintiffs, Alvin Kalmin and Diane Kalmin are residents of Palm Beach County, Florida, and the owners of a residential parcel in the platted subdivision called Foxpointe, which was acquired before the effective date of the Amendment.

24. Plaintiff, Dennis Krause is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the platted subdivision called Foxpointe, which was acquired before the effective date of the Amendment.

25. Plaintiffs, Hans Reinisch and Manuela Reinisch are residents of Palm Beach County, Florida, and the owners of a residential parcel in the platted subdivision called Bougainvilla, which was acquired after the effective date of the Amendment.

26. Plaintiff, Edith Bolte Kutz as Trustee of the Edith Bolte Kutz Revocable Trust is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the

platted subdivision called Bougainvilla, which was acquired before the effective date of the Amendment.

27. Plaintiff, Debbie Enten is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the platted subdivision called Foxpointe, which was acquired after the effective date of the Amendment.

28. Plaintiffs, John Putnam and Kathleen Putnam are residents of Palm Beach County, Florida, and the owners of a residential parcel in the platted subdivision called Arboridge, which was acquired after the effective date of the Amendment.

29. Plaintiffs, Richard Rosenberg and Ruth Rosenberg are residents of Palm Beach County, Florida, and the owners of a residential parcel in the platted subdivision called Foxpointe, which was acquired before the effective date of the Amendment.

30. Plaintiffs, Mark Geissler and Shari Geissler are residents of Palm Beach County, Florida, and the owners of a residential parcel in the platted subdivision called The Estates III, which was acquired after the effective date of the Amendment.

31. Plaintiff, David Ottmar is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the platted subdivision called The Estates, which was acquired before the effective date of the Amendment.

32. Plaintiff, Ronnie Brenner is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the platted subdivision called Evergreene, which was acquired after the effective date of the Amendment.

33. Plaintiff, Doris Cohen is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the platted subdivision called Evergreene, which was acquired before the effective date of the Amendment.

34. Plaintiffs, Cliff Weisner and Betsy Weisner are residents of Palm Beach County, Florida, and the owners of a residential parcel in the platted subdivision called Evergreene, which was acquired after the effective date of the Amendment.

35. Plaintiffs, Harold Jones and Adele Jones are residents of Palm Beach County, Florida, and the owners of a residential parcel in the platted subdivision called Bougainvilla, which was acquired before the effective date of the Amendment.

36. Plaintiff, Hedy Jones is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the platted subdivision called Pine Lake, which was acquired before the effective date of the Amendment.

37. Plaintiff, Mildred Weiss is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the platted subdivision called Lakewood I, which was acquired before the effective date of the Amendment.

38. Plaintiff, Nicola Petrucci is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the platted subdivision called Estates I, which was acquired after the effective date of the Amendment.

39. Plaintiff, Stephen Chromik is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the platted subdivision called Estates I, which was acquired after the effective date of the Amendment.

40. Plaintiff, Michael Posner is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the platted subdivision called Foxpointe, which was acquired before date of the Amendment.

41. Plaintiff, Anthony Celano is a resident of Palm Beach County, Florida, and the owner of a residential parcel in the platted subdivision called Fox Hollow, which was acquired before the effective date of the Amendment.

42. Plaintiffs, James Rohrbach and Ivette Rohrbach are residents of Palm Beach County, Florida, and the owners of a residential parcel in the platted subdivision called Evergreene, which was acquired after the effective date of the Amendment.

43. Plaintiffs are all owners of residential parcels in the aforementioned developments, all of which are platted subdivisions of The Hamlet. Purportedly, the Amendment improperly amends the Declarations governing Plaintiffs' residential parcels to make membership in the Club mandatory conditions of ownership of a parcel in their respective subdivisions, a condition that did not exist prior to the Amendment.

44. The Hamlet consists of fifteen separate platted subdivisions, each with its own Declaration, as well as two condominium developments, each with its own Declaration of Restrictive Covenants (the "Declarations").

45. Each of the subdivisions are governed by their respective Declaration. The Association is not the governing body within the Declarations. Membership in the Club has never been mandatory under the Declarations. In fact, there exists no provision within any declaration governing The Hamlet community which makes membership in the Club mandatory, other than the Amendment which is the subject matter of this action.

46. The designed and calculated efforts by the Association and Club to clandestinely pass the Amendment to require mandatory Club membership for selected but not all Hamlet owners was orchestrated due to the significant financial problems facing the Club, all of which were unknown to the post-Amendment Plaintiffs at the time of their purchase and none of which were represented to any of the Plaintiffs by the Association or Club when purchasing their respective parcels. By passing the Amendment, not only has the Association and Club chilled Plaintiffs' efforts to market and sell their homes to potential buyers due to the costs of mandatory Club membership on the transferee, but the Amendment

serves to burden the Club's financial woes upon selectively chosen, but not all owners in The Hamlet. The consequence of the enforcement of the Amendment is that Plaintiffs are among those owners who are barred from transferring their parcel to a buyer unless that buyer agrees to significant Club membership liabilities.

B. Jurisdiction and Venue

47. At all material times, Plaintiffs were and remain residents of Palm Beach County, Florida, and are sui juris. Additionally, Plaintiffs are owners of residential parcels in the platted subdivisions addressed above, each of which are located in the community known as The Hamlet.

48. Defendant, Association is a Florida non-profit corporation doing business and located in Palm Beach County, Florida.

49. Defendant, Club is a Florida non-profit corporation doing business and located in Palm Beach County, Florida.

50. Defendant, Weil is an individual residing in Palm Beach County, Florida and is sui juris.

51. Defendant, Glickman is an individual residing and doing business in Palm Beach County, Florida, and is sui juris. Glickman is an active member of the Florida Bar, and a member of Defendant, Law Firm.

52. Defendant, Law Firm is a Florida corporation located and doing business in Palm Beach County, Florida. At all times material hereto, Glickman was the agent, servant, and employee of the Law Firm.

53. Venue is proper in Palm Beach County, Florida as the parties reside and are located and doing business in Palm Beach County, Florida, and the property at issue is in

Palm Beach County, Florida.

C. Background

54. The Association was incorporated in May, 1981 for the purpose of acquiring title to, maintaining and operating the entrance to The Hamlet community and the roadways within. The Association has no role under Plaintiffs' Declarations other than, allegedly, to act as an architectural control committee for the subdivision and to enforce the various building and use restrictions imposed by the Declarations.

55. Prior to the Amendment, membership in the Club was not mandatory for Hamlet residents under any of the Declaration, and Plaintiffs would never have agreed to become members of the Club but for the mandatory requirement as set forth in the Amendment.

56. Within The Hamlet community is the country club, consisting of a clubhouse, golf course and restaurant. The country club is operated by the Club, another separate and unique entity. The Club is not operated or administered by the Association.

57. Subsequent to their purchases in The Hamlet, it became evident to Plaintiffs that the Club was experiencing severe financial and management problems. In an attempt to cure the financial stress the Club was facing, the Association and Club orchestrated a plan to pass the Amendment which the Association and Club believed would result in a monetary windfall notwithstanding the selective enforcement of the Amendment against certain of the owners and the usurpation of the owners' rights to freely transfer their property. The Association and Club falsely led Plaintiffs to believe that mandatory membership in the Club was for all Hamlet residents.

58. The Amendment amends the Declarations to declare membership in the Club a mandatory condition of ownership in each of Plaintiffs' respective subdivisions.

Consequently, any purchaser of any of Plaintiffs' parcels is required under the terms of the Amendment to become a member of the Club, with the exception only of surviving spouses, former spouses obtaining title by operation of a divorce decree, or family members obtaining title directly or as beneficiaries of a family planning device. To date, despite attempts to sell their properties, Plaintiffs have been unable to confirm a buyer due to the mandatory Club requirements.

59. On or about December 5, 2002, the Association recorded the Amendment in the Public Records of Palm Beach County, Florida, via a Certificate of Amendment to the Declaration of Restrictive Covenants of The Hamlet Country Club Community in Official Records Book 14480, at Page 36. A copy of the relevant portion of the Amendment is attached as Exhibit "A." The remaining pages of the Amendment consist of approximately 233 forms titled "Waiver, Consent and Joinder" (the "Consent"). A sample Consent is attached as Exhibit "B." The Consents differ only in the identification of the signatory's subdivision, and in the recording information of the declaration for that particular subdivision. However, many of the Consents are invalid in that the Consents contain only one signature of the parcel owner despite two persons being named on the deed to the respective properties.

60. Upon information and belief, there is no such entity known as The Hamlet Country Club Community (the "HCCC") and, therefore, the purported Declaration of Restrictive Covenants of The Hamlet Country Club Community is a sham created solely for the purpose of improperly passing the Amendment. In short, there is no entity known as HCCC as confirmed with the Florida Department of State, Division of Corporations, which maintains no record filing for HCCC.

61. Knowing that many of the owners within The Hamlet were against mandatory Club

membership, in order to facilitate passage of the Amendment, the Association and Club created the HCCC and eliminated the vote of the Association members who owned condominium units in The Hamlet.

62. Since the recording of the Amendment, the Association and Club have consistently declared their intent to enforce the Amendment and, in fact, the Club has undertaken collection efforts against certain of the Plaintiffs via formal legal proceedings filed in Palm Beach County Circuit Court. The position of the Club is clear: ownership in The Hamlet mandates membership in the Club and the accompanying financial burdens upon the owners, but not the residents in the condominiums, the owners who commenced and settled a 2003 lawsuit against the Association in the case styled, *Henley v. Hamlet Residents Association, Inc.*, 15th Judicial Circuit, Palm Beach County, Florida, Case No. 2003CA00291 AN (the “Henley Lawsuit”), and those owners who have been “grandfathered” in and deemed non-mandatory homes, all of whom have been removed from the requirements of mandatory Club membership.

63. Plaintiffs steadfastly believe that the Amendment is void and unenforceable on the several grounds set forth below in this Complaint. Plaintiffs seek injunctive relief against the enforcement of the Amendment. To the degree the Amendment remains in effect, then Plaintiffs have and will continue to suffer irreparable harm and injury. In addition to the exorbitant dues, fees and assessments charged Plaintiffs as selectively chosen Club members, the Amendment has caused Plaintiffs injuries by creating a depreciation in their property values and by preventing their ability to market and sell their homes. The Hamlet residents are therefore best served by a determination as to the validity and enforceability of the Amendment.

64. The Association and Club maintain the Amendment is valid and enforceable.

65. Plaintiffs are in doubt as to their rights, duties, liabilities and obligations as a

result of the Amendment. Consequently, i) a present, bona fide dispute exists between the parties, ii) Plaintiffs have a justifiable question as to the existence or non-existence of some right or status, or as to some fact upon which existence of such right or status does or may depend, iii) Plaintiffs are in doubt as to such right or status, and iv) there is a bona fide actual present need for the declaration as to the validity and enforceability of the Amendment.

i. The Improper Passage of the Amendment

66. The Association's constituent documents are comprised of three governing pieces all of which require a seventy-five percent (75%) affirmative vote of the entire Association membership to confer the passage of an amendment to its respective document: a) the Declaration of Restrictive and Maintenance Covenants for The Hamlet Residents Association, Inc. ("Declaration") recorded December 18, 1981 in Official Records Book 3844, at Page 1967, of the Public Records of Palm Beach County, Florida; b) By-Laws of Hamlet Residents Association, Inc. ("By-laws") dated December 31, 1981, and recorded in Official Records Book 8281 at Page 117 of the Public Records of Palm Beach County, Florida; and c) Articles of Incorporation of Hamlet Residents Association ("Articles") filed with the Secretary of State on May 11, 1981.²

67. Each of the Association's aforementioned governing documents require that any amendment be approved by 75% of the entire Association membership including members who own houses and condominiums in The Hamlet. See, Articles at Section IX (an "[a]mendment to these Articles shall require the assent of three-quarters (75%) of the entire membership"); Declaration at Section VIII(A)(ii) (an amendment to be adopted by Association must receive approval by not less than 75% of the Members of the Association

²For purposes of brevity, Plaintiffs shall not attach the Association's voluminous constituent documents to the

and their mortgagees); and By-Laws at Article XIII, Section 2 (amended at a regular or special meeting of the members, by a vote of three-quarters (75%) of the entire membership either in person or by proxy).

68. The Club³ is not operated or administered in any way by the Association. Neither the Association's Articles, Declaration nor By-Laws give the Association the right to administer in any way the Club including the Association's attempts to require mandatory membership in the Club for certain Association members pursuant to the Amendment.

ii. The Fraudulent and Improper Passage of the Amendment

69. The Amendment purports to affect the Declaration of Restrictive Covenants of the Hamlet Country Club Community. Importantly, as discussed, there is no such entity known as "The Hamlet Country Club Community" and there exists no recorded document entitled the "Declaration of Restrictive Covenants of the Hamlet County Club Community." On that basis alone, the Amendment is a sham and invalid on its face. Notwithstanding, the Association, to engage its plan for unsuspecting owners and their transferees to shoulder the burden for the Club's financial problems, including undisclosed, multi-million dollar renovation projects, concocted the passage of the Amendment.

70. Neither the Association nor Club disclosed the existence or the consequential effects of the Amendment to Plaintiffs who purchased subsequent to the purported effective date of the Amendment. Further, neither the Association nor the Club disclosed the effect of the Amendment to those Plaintiffs who purchased prior to the purported effective date of the

Complaint, but will make same available upon request.

³ There is located within The Hamlet a clubhouse, fitness center, swimming pool, tennis courts, and an 18-hole golf course named The Hamlet Country Club. These facilities are operated and administered by the Club. Discussed below, at all material times hereto, the Club's amenities have never been fully available to Plaintiffs despite the Club's demands to charge full fees and related dues.

Amendment as it relates to the requirement that any transferee agree to become a member of the Club.

71. The Club, aided and abetted by the Association, has effectively nullified Plaintiffs' abilities to market and sell their properties due to the mandatory Club membership and the exorbitant dues, fees and assessments that come with it. Despite their efforts to sell, none of the Plaintiffs have had any success obtaining a buyer for their property solely due to the mandatory Club requirements.

72. Allegedly, as part of the scheme to improperly pass the Amendment, after creating the fictitious name of HCCC without membership vote or approval, the Association incorporated the HCCC into each of the subdivisions' architectural declarations. This act, without achieving membership vote or approval, is null, void and without effect.

73. The Association violated its voting structure described above in order to pass the Amendment for mandatory Club membership. First, in December, 2002, the Association created the Club through the fictitious entity, HCCC. This voidable act was undertaken without membership vote or approval. Further, upon information and belief, this fictitious name was never recorded with the State of Florida, thereby voiding any and all actions taken by or on behalf of the HCCC.

74. In addition, the Association unilaterally excluded from voting on the Amendment certain members owning condominium units, a direct violation of the Association's governing documents which require the approval of 75% of all of the Association members. In creating HCCC, the Association eliminated the vote of all 134 Association members owning condominium units resulting in the ability of the Association to more easily garner passage of the Amendment. Certainly, there exists no provision in any of the Association's constituent documents affording it the right to circumvent its voting

procedures and create a fictitious entity to amend a non-existent document, and to disenfranchise all condominium owners.

75. As set forth herein, mandatory membership in the Club is void and unenforceable on the following grounds including, but not limited to: a) HCCC is a fictitious entity with no legal standing and, thus, there exists no authority to amend any of Association's governing documents, b) the Association, in addition to utilizing a fictitious entity and purporting to approve an amendment to a "Declaration" of the HCCC which does not exist and is not of public record, failed to achieve the required approval of 75% of all of The Hamlet residents, including condominium unit owners, c) despite making representations to Plaintiffs that The Hamlet is a mandatory club community, certain of the residents including owners of condominiums, the owners who settled the Henley Lawsuit are not subject to mandatory club membership, and those owners grandfathered in as non-mandatory homes, d) the Association does not operate the Club and, further, the Association's governing documents do not allow the HCCC the authority to require Club membership, e) the Amendment was not approved by the City of Delray Beach pursuant to the City's Resolution No. 2-82, which states that "each member of the Association has acknowledged to the City Council of the City of Delray Beach, Florida that The Hamlet Residents Association's Articles of Incorporation, Bylaws or Declaration of Restrictive and Maintenance Covenants may not be amended or terminated unless and until the City of Delray Beach has approved same..." (the Association's Declaration states amendment approvals must be made by not less than 75% of the members of the Association, and that such amendment shall be submitted to the City of Delray Beach for its approval). The Association did not obtain the approval of the City Council of the City of Delray Beach, Florida in 2002 prior to purportedly amending the Architectural Plat Declarations and, consequently, the Association's purported Amendment is

void and unenforceable on that basis (a copy of the City's Resolution NO. 2-82 is attached as Exhibit "C"), and f) each of the covenants, conditions and restrictions contained within each of the Declarations shall run with the land and shall remain binding and in full force and effect until January 1, 2017 (thus not subject to amendment until January 1, 2017) (the covenants contained within the Fox Hollow Declaration ran with the land through October, 2005, after the effective date of the Amendment).

iii. The Association and Club made false and misleading representations to Plaintiffs,⁴ and failed to disclose material facts prior to Plaintiffs' purchases of their homes in The Hamlet after the effective date of the Amendment

76. In an effort to induce Plaintiffs into purchasing a home in The Hamlet, which the Association knew would result in increased Club membership to the detriment of Plaintiffs and in violation of Florida law, prior to closing, the Association and Club and its employees and agents misrepresented to Plaintiffs the Club's poor financial condition and failed to disclose that Club members would be immediately subject to substantial assessments for millions of dollars of loans taken for renovations to the Club, failed to disclose to Plaintiffs the fact that the Amendment confirmed mandatory Club membership only to those buying parcels in The Hamlet after the Amendment was allegedly passed, that only 279 of the 444 Association members were Club members and that mandatory membership was not required for all owners, that membership in the Club was not decreasing, that Club dues would not increase, the existence of the challenge to the Amendment via the Henley Lawsuit, the Club's plans to change initiation fees and membership categories, and the Association's and Club's planned renovation and restoration projects which predate the purported Amendment and which will cost the members multi-millions of dollars financed through loans which will

⁴ The false and misleading representations were made to Plaintiffs, the Stabiles, the Corbins, Cary Press, Geraldine Melnick, Cioffi, the Perlas, Sellar, Olkein, the Reinischs, Levin, Finch, the Putnams, the Geisslers, Enten, Brenner,

pass through to the Plaintiffs via significant assessments.

77. In fact, prior to purchasing in The Hamlet, the Association and Club intentionally neglected to disclose the planned restoration problems and renovation projects to Plaintiffs. Both the Association and Club represented to Plaintiffs that except for a current kitchen assessment there were no plans for any future assessments for renovations at The Hamlet. Upon information and belief, the Club is currently engaged in the process of receiving a \$10,000,000.00 loan, the burden of which shall be shouldered by the Club members.⁵

78. Additionally, the Association presented false and misleading statements in connection with its marketing and sales materials, and published incomplete information in the form of a booklet and a summary which the Association provided to Plaintiffs in their purchase process. The Association failed to disclose the Amendment and the required Club membership within the booklet and summary evidencing the omissions and misrepresentations, all in violation of Florida Statute Section 720.402.⁶ If Plaintiffs had received proper disclosure, then Plaintiffs would not have purchased in The Hamlet.

79. For example, when Plaintiffs, Lisa and Steve Stabile were previewing The Hamlet from November through December, 2004 to decide whether to purchase in The Hamlet, they were greeted by Cathy Weil (the President of the Club in 2004), who informed Mr. Stabile that she was a resident of The Hamlet assisting with buyer prospects. During this time, Mrs. Weil failed to inform that she was the acting president of the Club and a real estate

the Davis', the Weisners, Posner, Sherwood, Ready, and the Rohrbachs. The allegations contained in paragraphs 69-95 pertain to these aforementioned Plaintiffs.

⁵ As a result of failing membership, Plaintiffs have and will continue to suffer exorbitant assessments to cover the losses.

⁶ This section prohibits the publication of false and misleading information during the purchase and sale process.

agent for DeFalco Real Estate Group specializing in sales in The Hamlet. Knowing that the Association and Club were in financial ruins and in order to entice the Stabiles to purchase in The Hamlet, Mrs. Weil, as President of the Club, misrepresented to Mr. Stabile that the Club had just been renovated with a new kitchen, a new roof (the roof was actually repaired after Plaintiffs purchased in The Hamlet), the gym had been renovated with new equipment, and that the golf course was in pristine condition. In addition, Mrs. Weil specifically informed Mr. Stabile that the Club dues would not increase, that the Club was financially sound and that there were no upcoming restoration projects that would require assessments against the Club members. Mrs. Weil incorrectly stated that the Club membership was mandatory for all Hamlet residents and that membership of 400 was growing.

80. Prior to the Stabiles making an offer to purchase their home in The Hamlet, the Stabiles were given a tour of The Hamlet by Marie Mitchalk, Hamlet Country Club Membership Director. During the tour of the grounds including the Club, clubhouse, swimming pool, tennis courts and golf course, Ms. Mitchalk represented to the Stabiles that the Club was financially sound, the kitchen was recently renovated, that neither the Club nor the Association had future plans to specially assess owners for any reason, that the Club dues would not be increasing, that the golf course was in pristine condition, that the greens had a lifetime guaranty, and that there would be no construction that would disturb the Stabiles use and enjoyment of the Club's facilities.

81. When asked whether there were any pending lawsuits against The Hamlet, Ms. Mitchalk replied, "absolutely not, The Hamlet is like a family, it is a family, it is a very friendly community, why would there be any lawsuits?" In addition, Ms. Mitchalk and Sandy Tobias represented that the Club had won a lawsuit challenging the Amendment, which was

entirely false as the Henley Lawsuit was settled.

82. In furtherance of its plan to dupe the Stables into purchasing at The Hamlet, during the Stables walk-through of the community with Ms. Mitchalk, the Association and Club purposely positioned throughout the Club area certain individuals who were instrumental in effectuating the movement toward mandatory membership to issue further misrepresentations about the financial status of the Club and its amenities to the Stables.

83. After executing a contract for sale, the Stables were again informed by Ms. Mitchalk that due to the number of home sales and the collection of the \$4,000.00 transfer fee, the Club membership dues would “definitely not increase for many, many years to come.”⁷

84. In addition, before making his purchase, Plaintiff, Cary Press met with Ms. Mitchalk who made the following representations to Mr. Press in order to induce him to purchase at The Hamlet: that a significant amount of restoration work was performed at the Club including a new kitchen, the physical fitness center had been renovated and furnished with new equipment, new roofs and air conditioning units were installed at the Club, that new golf carts would be purchased for the members, that several new, young members were joining the Club, the initiation fee would not increase, that the golf course greens were guaranteed for life, and that the Club was financially secure.

85. In fact, Ms. Mitchalk, on behalf of the Association and Club, provided Mr. Press with a booklet entitled, “Legal Document,” which failed in all respects to discuss the mandatory Club membership.

86. Ms. Mitchalk, on behalf of the Association and Club, in order to induce Mr. Press into purchasing at The Hamlet, falsely represented to Press that all owners within The Hamlet were required to be members of the Club, either tennis/social or golf memberships.

⁷ Dues have increased a minimum of 33% since the Stables purchased their home in December, 2004.

87. When asked by Mr. Press whether there would be any increase in dues, fees or required assessments for the Club, Ms. Mitchalk represented that all dues would remain the same for a minimum of five years and that only \$1,000.00 may be required of members in terms of assessments since all new renovations were recently performed.

88. Further, Ms. Mitchalk, in an effort to induce Mr. Press into purchasing at The Hamlet, represented to Press that the Club was one of the finest in South Florida, and provided Press with Club promotional literature suggesting that the fee structure would not change.

89. During the years of 2003 and 2004, the Association and Club agents and representatives that issued misrepresentations to Plaintiffs include, but are not limited to Cathy Weil, the 2003-2004 Club President and wife of the Association's 2003 Vice President and 2004-2006 President, Marie Mitchalk, Club Membership Director, Marlene Brown and her associate membership committee members, all of whom met with Plaintiffs before the closing on the purchase of their respective homes.

90. During 2002, agents of the Association and Club, including Joyce Newman (Association president for 2002), Len Pollack (Chairman of Club's 2002 Mandatory Membership Committee) and the Association's Mandatory Club Membership Committee Association Members acted jointly to coerce and intimidate Hamlet owners to vote in favor of the Amendment. In addition, upon information and belief, one or more of the committee members had access to the Amendment voting results before the votes were counted, thus placing the voting process in serious question.

91. In addition to the above, the Club failed to disclose to Plaintiffs the following: the addition of a non-equity \$30,000.00 initiation fee, the elimination of the tennis/social category to a new "Sports" membership wherein non-golfers are required to pay 85% of golf

dues and fees and 100% of all assessments for limited use of the golf play on weekday afternoons, and that existing tennis/social members will be required effective May 1, 2008 to pay 75% of Golf Course Capital Improvements and 100% of all Country Club Assessments. Additionally, the Club failed to disclose its design to require an additional \$17,000.00 annual Club fee to all Hamlet renters wishing to utilize Club facilities and the golf course.⁸

92. Importantly, prior to Plaintiffs' purchases of their Hamlet residences, the Association and Club failed to disclose to Plaintiffs that only buyers purchasing homes situated on lots after December 5, 2002 would be subject to mandatory membership in the Club. The Association and Club failed to disclose to Plaintiffs that none of the 134 families residing in the condominium units, the values of which are directly dependent upon the condition of the Club, would be subject to mandatory Club membership.

93. Incredibly, the Association and Club failed to disclose to Plaintiffs prior to their purchases that the Association would have prior approval of the resale of their homes. The Association failed to disclose to Plaintiffs that the Amendment provides that no owner, including Plaintiffs, may transfer an interest in, or title to, a parcel without the approval of the Association, which will not be granted unless the transferee makes a bona fide application to the Club for membership. Again, this act has severely chilled Plaintiffs' efforts to market their residences for sale, a restraint on the transfer of Plaintiffs' properties which never existed prior to the Amendment.

94. As a direct and proximate result of the Association's and Club's misrepresentations to Plaintiffs, Plaintiffs have suffered damages including, but not limited

⁸ At the time of Plaintiffs' Hamlet purchases, there were two categories of memberships in the Club, golf and tennis/social. The Association and Club failed to disclose to Plaintiffs that the Club planned to eliminate the tennis/social category and add a new expensive initiation fee and exorbitant fees tailored to renters, the result of which has made the resale or rental of Plaintiffs' homes an overwhelming challenge.

to the increased and exorbitant membership dues, fees and assessments as selected owners subject to mandatory Club membership, the decrease in the value of their properties, and from the inability to market their properties for sale or lease.

95. Plaintiffs would never have purchased or even considered purchasing in The Hamlet had the Association and Club properly disclosed these relevant and material facts governing the purchase and resale of their residences. As a result of the purported mandatory Club membership, Plaintiffs have suffered damages in the form of payments for dues and related charges and assessments to the Club, and have been prevented from achieving a sale or rental of their homes.

96. The Association and Club maintain that the Amendment is effective and enforceable.

97. Plaintiffs are therefore in doubt as to their rights, duties, liabilities and obligations as a result of the Amendment.

98. A present, bona fide, practical need exists for a declaration as to the enforceability of the Amendment. Plaintiffs have placed their homes for sale at below market prices, and cannot attract a buyer or tenant due to mandatory Club membership. In addition, Plaintiffs have suffered damages in the form of excessive Club dues, payments, assessments and projected assessments.

99. Plaintiffs have retained the undersigned counsel to pursue this action and have agreed to pay counsel a reasonable fee for services rendered.

100. All conditions precedent to the maintenance of this action have occurred, been waived or excused.

COUNT I

IMPROPER ADOPTION OF AMENDMENT BY PLAINTIFFS, KENT AND SEEMA CLOTHIER, JAVIER AND MELANIE PERLA, STANLEY AND PATRICIA HEARN, LESTER SLOMAN, CHUCK STEINHAUSER, ALVIN AND DIANE KALMIN, DENNIS KRAUSE, RICHARD AND RUTH ROSENBERG, AND MICHAEL POSNER

Plaintiffs adopt and incorporate paragraphs 1 through 100 above as if more fully set forth herein.

101. The parcels owned by the Plaintiffs set forth in this Count are subject to the Foxpointe Declaration, which was recorded on April 12, 1977 in Official Records Book 2663 at Page 1694 of the Public Records of Palm Beach County, Florida. A copy of the Foxpointe Declaration is attached as Exhibit "D."

102. Article 30 of the Foxpointe Declaration provides:

Duration: All and each of the covenants, conditions and restrictions contained herein shall run with the land and shall remain binding and in full force and effect until January 1, 2017. After such date said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless altered, amended, enlarged or repealed by an instrument in writing signed by a majority of the owners of the lots described herein and recorded in the office of the Clerk of the Court of Palm Beach County, Florida.

103. There are no Consents signed by a majority of the owners of the lots in Foxpointe attached to the Amendment.

104. Plaintiffs assert the Amendment was not properly adopted and is neither effective nor enforceable because the Foxpointe Declaration does not allow for amendment until the year 2017.

105. Alternatively, Plaintiffs assert that if the Foxpointe Declaration is presently amendable, the Amendment is neither effective nor enforceable because a majority of the Foxpointe owners have not signed Consents attached to the Amendment.

106. Plaintiffs believe that to apply Florida Statute Section 720.306 to authorize amendment by a 2/3 vote would constitute an unconstitutional impairment of the Plaintiffs' contract rights under Article I, Section 10 of the Florida and United States Constitutions, which is expressly prohibited by the terms of Florida Statute Section 720.302(2).

107. Plaintiffs believe that even if F.S. Section 720.302(2) applies, the Amendment does not reflect the written joinder by two-thirds of the lot owners in Foxpointe.

108. Plaintiffs believe that the Association has no authority to amend the Foxpointe Declaration, or to file a Certificate of Amendment to the Declaration.

109. The Association intentionally amended the fictitious declaration to circumvent the required 75% affirmative vote of the entire Association membership.

WHEREFORE, Plaintiffs request that this Court grant the following relief: take jurisdiction of this cause and the parties hereto, adjudge and declare that the Amendment is void and unenforceable, award Plaintiffs a reimbursement of all improperly paid dues, fees and assessments, for an award of Plaintiffs' attorneys' fees and costs incurred in this matter, and for any further relief as this Court deems just and proper.

COUNT II
IMPROPER ADOPTION OF AMENDMENT BY
PLAINTIFF, ANTHONY CELANO

Plaintiff adopts and incorporates paragraphs 1 through 100 above as if more fully set forth herein.

110. The parcel owned by the Plaintiff set forth in this Count is subject to the Fox Hollow Declaration, which was recorded on October 24, 1985 in Official Records Book 4688 at Page 549 of the Public Records of Palm Beach County, Florida. A copy of the Fox Hollow Declaration is attached as Exhibit "E."

111. Article V, Section 3 of the Fox Hollow Declaration provides for the method of

its amendment:

This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. In order to be effective, any amendment must be recorded in the public records of Palm Beach County.

112. The Amendment fails to have attached to it Consents signed by not less than 75% of the lot owners in Fox Hollow.

113. The wording of the Amendment bears no relation to the Fox Hollow Declaration. For example, the Amendment purports to amend Section 31, but there is no Section 31 in the Fox Hollow Declaration.

114. Plaintiff believes that the Association has no authority to amend the Fox Hollow Declaration, or to file a Certificate of Amendment to the Declaration.

115. Additionally, the architectural declarations are not the governing documents that mandate membership within The Hamlet. The Association intentionally amended the fictitious declaration to circumvent the required 75% affirmative vote of the entire Association membership.

116. As a result, Plaintiff asserts that the Amendment is neither effective nor enforceable.

WHEREFORE, Plaintiff requests that this Court grant the following relief: take jurisdiction of this cause and the parties hereto, adjudge and declare that the Amendment is void and unenforceable, award Plaintiff a reimbursement of all improperly paid dues, fees and assessments, for an award of Plaintiff's attorneys' fees and costs incurred in this matter, and for any further relief as this Court deems just and proper.

COUNT III

IMPROPER ADOPTION OF AMENDMENT BY PLAINTIFFS, RICHARD AND ELAINE DICKSTEIN

Plaintiffs adopt and incorporate paragraphs 1 through 100 above as if more fully set forth herein.

117. Upon information and belief, the parcels owned by the Plaintiffs set forth in this Count were not originally subject to the Amendment, however, Plaintiffs are members of the Club and are therefore forced and obligated to transfer their parcel to an individual who must join the Club and be subjected to the dues, fees and assessments associated therewith.

118. There exists no declaration for the Kramers Place subdivision that was the subject of any assignment by the Hamlet Development Association to the Defendant, Association.

119. Plaintiffs believe that the Association has no authority to amend or otherwise alter any governing documents for residents in the Kramers Place subdivision. Additionally, the architectural declarations are not the governing documents that mandate membership within The Hamlet. The Association intentionally amended the fictitious declaration to circumvent the required 75% affirmative vote of the entire Association membership.

120. As a result, Plaintiffs assert that the Amendment is neither effective nor enforceable.

WHEREFORE, Plaintiffs request that this Court grant the following relief: take jurisdiction of this cause and the parties hereto, adjudge and declare that the Amendment is void and unenforceable, award Plaintiffs a reimbursement of all improperly paid dues, fees and assessments, for an award of Plaintiffs' attorneys' fees and costs incurred in this matter, and for any further relief as this Court deems just and proper.

COUNT IV
IMPROPER ADOPTION OF AMENDMENT BY
PLAINTIFFS, KUTZ, ADELE JONES AND HAROLD JONES

Plaintiffs adopt and incorporate paragraphs 1 through 100 above as if more fully set forth herein.

121. The parcels owned by the Plaintiffs set forth in this Count is subject to the Bougainvilla Declaration, which was recorded on April 12, 1977 in Official Records Book 2663 at Page 1681 of the Public Records of Palm Beach County, Florida. A copy of the Bougainvilla Declaration is attached as Exhibit "F."

122. Article 30 of the Bougainvilla Declaration provides:

Duration: All and each of the covenants, conditions and restrictions contained herein shall run with the land and shall remain binding and in full force and effect until January 1, 2017. After such date said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless altered, amended, enlarged or repealed by an instrument in writing signed by a majority of the owners of the lots described herein and recorded in the office of the Clerk of the Court of Palm Beach County, Florida.

123. There are no Consents signed by a majority of the owners of the lots in Bougainvilla attached to the Amendment.

124. Plaintiffs assert the Amendment was not properly adopted and is neither effective nor enforceable because the Bougainvilla Declaration does not allow for amendment until the year 2017.

125. Alternatively, Plaintiffs assert that if the Bougainvilla Declaration is presently amendable, the Amendment is neither effective nor enforceable because a majority of the Bougainvilla owners have not signed Consents attached to the Amendment.

126. Plaintiffs believe that to apply Florida Statute Section 720.306 to authorize amendment by a 2/3 vote would constitute an unconstitutional impairment of the Plaintiff's

contract rights under Article I, Section 10 of the Florida and United States Constitutions, which is expressly prohibited by the terms of Florida Statute Section 720.302(2).

127. Plaintiffs believe that even if F.S. Section 720.302(2) applies, the Amendment does not reflect the written joinder by two-thirds of the lot owners in Bougainvilla.

128. Plaintiffs believe that the Association has no authority to amend the Bougainvilla Declaration, or to file a Certificate of Amendment to the Declaration.

129. The Association intentionally amended the fictitious declaration to circumvent the required 75% affirmative vote of the entire Association membership.

WHEREFORE, Plaintiffs request that this Court grant the following relief: take jurisdiction of this cause and the parties hereto, adjudge and declare that the Amendment is void and unenforceable, award Plaintiffs a reimbursement of all improperly paid dues, fees and assessments, for an award of Plaintiffs' attorneys' fees and costs incurred in this matter, and for any further relief as this Court deems just and proper.

COUNT V
IMPROPER ADOPTION OF AMENDMENT BY
PLAINTIFFS, NATHAN AND CAROL MILLER

Plaintiffs adopt and incorporate paragraphs 1 through 100 above as if more fully set forth herein.

130. The parcel owned by the Plaintiffs set forth in this Count is subject to the Lakewood II Declaration, which was recorded on October 4, 1977 in Official Records Book 2745 at Page 891 of the Public Records of Palm Beach County, Florida. A copy of the Lakewood II Declaration is attached as Exhibit "G."

131. Article 30 of the Lakewood II Declaration provides:

Duration: All and each of the covenants, conditions and restrictions contained herein shall run with the land and shall remain binding and in full force and effect until January 1, 2017. After such date said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless altered, amended, enlarged or repealed by an instrument in writing signed by a majority of the owners of the lots described herein and recorded in the office of the Clerk of the Court of Palm Beach County, Florida.

132. There are no Consents signed by a majority of the owners of the lots in Lakewood II attached to the Amendment.

133. Plaintiffs assert the Amendment was not properly adopted and is neither effective nor enforceable because the Lakewood II Declaration does not allow for amendment until the year 2017.

134. Alternatively, Plaintiffs assert that if the Lakewood II Declaration is presently amendable, the Amendment is neither effective nor enforceable because a majority of the Lakewood II owners have not signed Consents attached to the Amendment.

135. Plaintiffs believe that to apply Florida Statute Section 720.306 to authorize amendment by a 2/3 vote would constitute an unconstitutional impairment of the Plaintiffs' contract rights under Article I, Section 10 of the Florida and United States Constitutions, which is expressly prohibited by the terms of Florida Statute Section 720.302(2).

136. Plaintiffs believe that even if F.S. Section 720.302(2) applies, the Amendment does not reflect the written joinder by two-thirds of the lot owners in Lakewood II.

137. Plaintiffs believe that the Association has no authority to amend the Lakewood II Declaration, or to file a Certificate of Amendment to the Declaration.

138. The Association intentionally amended the fictitious declaration to

circumvent the required 75% affirmative vote of the entire Association membership.

WHEREFORE, Plaintiffs request that this Court grant the following relief: take jurisdiction of this cause and the parties hereto, adjudge and declare that the Amendment is void and unenforceable, award Plaintiffs a reimbursement of all improperly paid dues, fees and assessments, for an award of Plaintiffs' attorneys' fees and costs incurred in this matter, and for any further relief as this Court deems just and proper.

COUNT VI
IMPROPER ADOPTION OF AMENDMENT BY
PLAINTIFF, DAVID OTTMAR

Plaintiff adopts and incorporates paragraphs 1 through 100 above as if more fully set forth herein.

139. The parcel owned by the Plaintiff set forth in this Count is subject to the Estates Declaration, which was recorded on February 11, 1980 in Official Records Book 3229 at Page 810 of the Public Records of Palm Beach County, Florida. A copy of the Estates Declaration is attached as Exhibit "H."

140. Article 30 of the Estates Declaration provides:

Duration: All and each of the covenants, conditions and restrictions contained herein shall run with the land and shall remain binding and in full force and effect until January 1, 2017. After such date said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless altered, amended, enlarged or repealed by an instrument in writing signed by a majority of the owners of the lots described herein and recorded in the office of the Clerk of the Court of Palm Beach County, Florida.

141. There are no Consents signed by a majority of the owners of the lots in Estates attached to the Amendment.

142. Plaintiff asserts the Amendment was not properly adopted and is neither effective nor enforceable because the Estates Declaration does not allow for amendment until the year 2017.

143. Alternatively, Plaintiff asserts that if the Estates Declaration is presently amendable, the Amendment is neither effective nor enforceable because a majority of the Estates owners have not signed Consents attached to the Amendment.

144. Plaintiff believes that to apply Florida Statute Section 720.306 to authorize amendment by a 2/3 vote would constitute an unconstitutional impairment of the Plaintiff's contract rights under Article I, Section 10 of the Florida and United States Constitutions, which is expressly prohibited by the terms of Florida Statute Section 720.302(2).

145. Plaintiff believes that even if F.S. Section 720.302(2) applies, the Amendment does not reflect the written joinder by two-thirds of the lot owners in Estates.

146. Plaintiff believes that the Association has no authority to amend the Estates Declaration, or to file a Certificate of Amendment to the Declaration.

147. The Association intentionally amended the fictitious declaration to circumvent the required 75% affirmative vote of the entire Association membership.

WHEREFORE, Plaintiff requests that this Court grant the following relief: take jurisdiction of this cause and the parties hereto, adjudge and declare that the Amendment is void and unenforceable, award Plaintiff a reimbursement of all improperly paid dues, fees and assessments, for an award of Plaintiff's attorneys' fees and costs incurred in this matter, and for any further relief as this Court deems just and proper.

COUNT VII

IMPROPER ADOPTION OF AMENDMENT BY PLAINTIFF, DORIS COHEN

Plaintiff adopts and incorporates paragraphs 1 through 100 above as if more fully set forth

herein.

148. The parcel owned by the Plaintiff set forth in this Count is subject to the Evergreene Declaration, which was recorded on February 20, 1978 in Official Records Book 2813 at Page 960 of the Public Records of Palm Beach County, Florida. A copy of the Evergreen Declaration is attached as Exhibit "I."

a. Article 30 of the Evergreene Declaration provides:

Duration: All and each of the covenants, conditions and restrictions contained herein shall run with the land and shall remain binding and in full force and effect until January 1, 2017. After such date said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless altered, amended, enlarged or repealed by an instrument in writing signed by a majority of the owners of the lots described herein and recorded in the office of the Clerk of the Court of Palm Beach County, Florida.

149. There are no Consents signed by a majority of the owners of the lots in Evergreene attached to the Amendment.

150. Plaintiff asserts the Amendment was not properly adopted and is neither effective nor enforceable because the Evergreene Declaration does not allow for amendment until the year 2017.

151. Alternatively, Plaintiff asserts that if the Evergreene Declaration is presently amendable, the Amendment is neither effective nor enforceable because a majority of the Evergreene owners have not signed Consents attached to the Amendment.

152. Plaintiff believes that to apply Florida Statute Section 720.306 to authorize amendment by a 2/3 vote would constitute an unconstitutional impairment of the Plaintiff's contract rights under Article I, Section 10 of the Florida and United States Constitutions, which is expressly prohibited by the terms of Florida Statute Section 720.302(2).

153. Plaintiff believes that even if F.S. Section 720.302(2) applies, the

Amendment does not reflect the written joinder by two-thirds of the lot owners in Evergreene.

154. Plaintiff believes that the Association has no authority to amend the Evergreene Declaration, or to file a Certificate of Amendment to the Declaration.

155. The Association intentionally amended the fictitious declaration to circumvent the required 75% affirmative vote of the entire Association membership.

WHEREFORE, Plaintiff requests that this Court grant the following relief: take jurisdiction of this cause and the parties hereto, adjudge and declare that the Amendment is void and unenforceable, award Plaintiff a reimbursement of all improperly paid dues, fees and assessments, for an award of Plaintiff's attorneys' fees and costs incurred in this matter, and for any further relief as this Court deems just and proper.

COUNT VIII

IMPROPER ADOPTION OF AMENDMENT BY PLAINTIFF, HEDY JONES

Plaintiff adopts and incorporates paragraphs 1 through 100 above as if more fully set forth herein.

156. The parcel owned by Plaintiff set forth in this Count is subject to the Pine Lake Declaration, which was recorded on March 19, 1979 in Official Records Book 3026 at Page 566 of the Public Records of Palm Beach County, Florida. A copy of the Pine Lake Declaration is attached as Exhibit "J."

157. Article 30 of the Pine Lake Declaration provides:

Duration: All and each of the covenants, conditions and restrictions contained herein shall run with the land and shall remain binding and in full force and effect until January 1, 2017. After such date said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless altered, amended, enlarged or repealed by an instrument in writing signed by a majority of the owners of the lots described herein and recorded in the office of the Clerk of the Court of Palm Beach County, Florida.

158. There are no Consents signed by a majority of the owners of the lots in Pine Lake attached to the Amendment.

159. Plaintiff asserts the Amendment was not properly adopted and is neither effective nor enforceable because the Pine Lake Declaration does not allow for amendment until the year 2017.

160. Alternatively, Plaintiff asserts that if the Pine Lake Declaration is presently amendable, the Amendment is neither effective nor enforceable because a majority of the Pine Lake owners have not signed Consents attached to the Amendment.

161. Plaintiff believes that to apply Florida Statute Section 720.306 to authorize amendment by a 2/3 vote would constitute an unconstitutional impairment of the Plaintiff's contract rights under Article I, Section 10 of the Florida and United States Constitutions, which is expressly prohibited by the terms of Florida Statute Section 720.302(2).

162. Plaintiff believes that even if F.S. Section 720.302(2) applies, the Amendment does not reflect the written joinder by two-thirds of the lot owners in Pine Lake.

163. Plaintiff believes that the Association has no authority to amend the Pine Lake Declaration, or to file a Certificate of Amendment to the Declaration.

164. The Association intentionally amended the fictitious declaration to circumvent the required 75% affirmative vote of the entire Association membership.

WHEREFORE, Plaintiff requests that this Court grant the following relief: take jurisdiction of this cause and the parties hereto, adjudge and declare that the Amendment is void and unenforceable, award Plaintiff a reimbursement of all improperly paid dues, fees and assessments, for an award of Plaintiff's attorneys' fees and costs incurred in this matter, and for any further relief as this Court deems just and proper.

COUNT IX
IMPROPER ADOPTION OF AMENDMENT BY
PLAINTIFF, MILDRED WEISS

Plaintiff adopts and incorporates paragraphs 1 through 100 above as if more fully set forth herein.

165. The parcel owned by the Plaintiff set forth in this Count is subject to the Lakewood I Declaration, which was recorded on October 4, 1977 in Official Records Book 2745 at Page 878 of the Public Records of Palm Beach County, Florida. A copy of the Lakewood I Declaration is attached as Exhibit "K."

166. Article 30 of the Lakewood I Declaration provides:

Duration: All and each of the covenants, conditions and restrictions contained herein shall run with the land and shall remain binding and in full force and effect until January 1, 2017. After such date said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless altered, amended, enlarged or repealed by an instrument in writing signed by a majority of the owners of the lots described herein and recorded in the office of the Clerk of the Court of Palm Beach County, Florida.

167. There are no Consents signed by a majority of the owners of the lots in Lakewood I attached to the Amendment.

168. Plaintiff asserts the Amendment was not properly adopted and is neither effective nor enforceable because the Lakewood I Declaration does not allow for amendment until the year 2017.

169. Alternatively, Plaintiff asserts that if the Lakewood I Declaration is presently amendable, the Amendment is neither effective nor enforceable because a majority of the Lakewood I owners have not signed Consents attached to the Amendment.

170. Plaintiff believes that to apply Florida Statute Section 720.306 to authorize

amendment by a 2/3 vote would constitute an unconstitutional impairment of the Plaintiff's contract rights under Article I, Section 10 of the Florida and United States Constitutions, which is expressly prohibited by the terms of Florida Statute Section 720.302(2).

171. Plaintiff believes that even if F.S. Section 720.302(2) applies, the Amendment does not reflect the written joinder by two-thirds of the lot owners in Lakewood I.

172. Plaintiff believes that the Association has no authority to amend the Lakewood I Declaration, or to file a Certificate of Amendment to the Declaration.

173. The Association intentionally amended the fictitious declaration to circumvent the required 75% affirmative vote of the entire Association membership.

WHEREFORE, Plaintiff requests that this Court grant the following relief: take jurisdiction of this cause and the parties hereto, adjudge and declare that the Amendment is void and unenforceable, award Plaintiff a reimbursement of all improperly paid dues, fees and assessments, for an award of Plaintiff's attorneys' fees and costs incurred in this matter, and for any further relief as this Court deems just and proper.

COUNT X
IMPROPER ADOPTION OF AMENDMENT BY
PLAINTIFFS, LOU AND MILLIE LEVY

Plaintiffs adopt and incorporate paragraphs 1 through 100 above as if more fully set forth herein.

174. The parcel owned by the Plaintiffs set forth in this Count are subject to The Fairways Declaration, which was recorded on March 31, 1980 in Official Records Book 3260 at Page 1308 of the Public Records of Palm Beach County, Florida. A copy of The Fairways Declaration is attached as Exhibit "L."

175. Article 30 of The Fairways Declaration provides:

Duration: All and each of the covenants, conditions and restrictions contained herein shall run with the land and shall remain binding and in full force and effect until January 1, 2017. After such date said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless altered, amended, enlarged or repealed by an instrument in writing signed by a majority of the owners of the lots described herein and recorded in the office of the Clerk of the Court of Palm Beach County, Florida.

176. The Amendment fails to have attached to it Consents signed by not less than 75% of the lot owners in The Fairways.

177. The wording of the Amendment bears no relation to The Fairways Declaration.

178. Plaintiffs believe that the Association has no authority to amend The Fairways Declaration, or to file a Certificate of Amendment to the Declaration.

179. Additionally, the architectural declarations are not the governing documents that mandate membership within The Hamlet. The Association intentionally amended the fictitious declaration to circumvent the required 75% affirmative vote of the entire Association membership.

180. As a result, Plaintiffs assert that the Amendment is neither effective nor enforceable.

WHEREFORE, Plaintiffs request that this Court grant the following relief: take jurisdiction of this cause and the parties hereto, adjudge and declare that the Amendment is void and unenforceable, award Plaintiffs a reimbursement of all improperly paid dues, fees and assessments, for an award of Plaintiffs' attorneys' fees and costs incurred in this matter, and for any further relief as this Court deems just and proper.

COUNT XI

UNREASONABLE RESTRAINT ON ALIENATION BY PLAINTIFFS, KENT AND SEEMA CLOTHIER, JAVIER AND MELANIE PERLA, STANLEY AND PATRICIA HEARN, LESTER SLOMAN, CHUCK STEINHAUSER, ALVIN AND DIANE KALMIN, DENNIS KRAUSE, RICHARD AND RUTH ROSENBERG, LOU AND MILLIE LEVY, RICHARD AND ELAINE DICKSTEIN, EDITH KUTZ ETC., ADELE JONES AND HAROLD JONES, NATHAN AND CAROL MILLER, DAVID OTTMAR, DORIS COHEN, AND HEDY JONES, MILDRED WEISS, MICHAEL POSNER, AND ANTHONY CELANO

Plaintiffs adopt and incorporate paragraphs 1 through 180 above as if more fully set forth herein.

181. At the time of the original recording of the Declarations governing the subdivisions of the Plaintiffs set forth in this Count, or as the Declarations existed when Plaintiffs acquired title to their parcels, said Declarations neither required approval by any entity for any transfer, sale or lease of a parcel, nor did they contain any restrictions, limitations or conditions concerning conveyances.

182. At the time of the original recording of the Declarations governing the subdivisions of the Plaintiffs set forth in this Count, or as the Declarations existed when Plaintiffs acquired title to their parcels, said Declarations did not impose any restrictions or conditions on the devise and descent of the parcels.

183. Prior to the Amendment, Plaintiffs and the Association maintained no contractual relationship pursuant to which Plaintiffs were obligated to seek Association approval for the resale or devise of their homes.

184. The Amendment provides that no owner, including Plaintiffs, may transfer an interest in, or title to, a parcel without the approval of the Association, which will not be granted unless the transferee makes a bona fide application to the Club for membership.

185. The Amendment sets forth no standards or guidelines by which the Club approves or accepts members.

186. The Club currently has a requirement of a new member initiation fee of \$30,000.00 on all sales, and combined annual dues and fees of at least \$17,115.00 plus 6.5% sales tax.

187. In addition, it is expected that a \$10,000,000.00 assessment (25 year assessment at \$243.00 per month to cover interest only) will be issued against the Club members for a construction project that has been ongoing for years yet never completed. It is anticipated that the then remaining members will be assessed between \$30,000.00-\$40,000.00, each to cover the balloon payment on the \$10,000,000.00 loan.

188. Plaintiffs assert that the Amendment, in conditioning transfers of their parcels only upon Association approval, and in limiting transfers to only persons willing to join the Club, is an unreasonable restraint on alienation.

WHEREFORE, Plaintiffs request that this Court grant the following relief: take jurisdiction of this cause and the parties hereto, adjudge and declare that the Amendment is void and unenforceable and that it creates an unreasonable restraint on alienation, award Plaintiffs their attorneys' fees and costs incurred in this matter, and for any further relief this Court deems just and proper.

COUNT XII

MISREPRESENTATION AGAINST THE ASSOCIATION AND CLUB BY PLAINTIFFS LISA STABILE, STEVE STABILE, CARY PRESS AND GERALDINE MELNICK

Plaintiffs adopt and incorporate paragraphs 1 through 100 above as if more fully set forth herein.

189. Based upon the allegations set forth in paragraphs 69-95 above, the Association and Club and its representatives and agents made misrepresentations to Plaintiffs during their pre-purchase process which led Plaintiffs to close on the purchase of their homes in The Hamlet including, but not limited to the failure to inform Plaintiffs of the existence of the Amendment requiring mandatory membership in the Club, which Amendment does not subject all Hamlet residents and owners to such mandatory membership.

190. The Association and Club failed to disclose to Plaintiffs that only buyers purchasing homes after December 5, 2002 would be subject to the mandatory Club membership.

191. The Association and Club failed to disclose that none of the owners who settled in the Henley Lawsuit, none of the owners who were grandfathered in as a non-mandatory parcel, and none of the owners residing in the condominiums who directly benefit from the existence of the Club would be subject to the Amendment, despite being led to believe that The Hamlet is a mandatory club community.

192. The Association and Club intentionally withheld their knowledge and intentions of planned renovation projects for the Club, and that owners would be subject to raises in dues or the burden of special assessments to carry millions of dollars in Club loans.

193. The Association and Club failed to disclose that Association approval would be required for all property transfers in The Hamlet, which transfer shall not be approved unless the transferee applies for Club membership. Further, the Association and Club failed to disclose that the condition of the golf course and clubhouse were poor and, therefore, not fully operational despite the requirement of exorbitant dues and fees.

194. As set forth herein, the Association and Club made false statements regarding

material facts in connection with Plaintiffs and their ownership of their homes in The Hamlet.

195. The Association and Club knew or should have known that the representations were false when made.

196. The Association and Club intended that the representations induce Plaintiffs to act upon them and in fact purchase a parcel of real property within The Hamlet.

197. Plaintiffs have suffered damages as a result of their justifiable reliance upon the representations by the Association and Club.

198. As a direct and proximate result of the Association's and Club's misrepresentations to Plaintiffs, Plaintiffs have suffered damages including, but not limited to the increased and exorbitant membership dues, fees and assessments, the decrease in the value of their property, and from the inability to market for sale or lease their property.

WHEREFORE, Plaintiffs, Lisa Stabile, Steve Stabile, Cary Press, and Geraldine Melnick demand judgment for damages against the Association and Club, jointly and severally, for an award of attorneys' fees and costs incurred herein, and for any further relief deemed proper.

COUNT XIII
BREACH OF FIDUCIARY DUTY AGAINST DEFENDANTS, GLICKMAN
AND LAW FIRM BY PLAINTIFFS, PRESS AND MELNICK

Plaintiffs, Press and Melnick adopt and reallege paragraphs 1 through 100 above as if more fully set forth herein.

199. This is an action for breach of fiduciary duty by Plaintiffs, Press and Melnick against Defendants, Glickman and the Law Firm.

200. Defendants, Glickman and the Law Firm were employed by Plaintiffs, Press and Melnick to serve as their counsel in connection with the closing of the purchase of their

home in The Hamlet.

201. Defendants, Glickman and the Law Firm were hired by the Association and Club to draft documents (the Amendment) sufficient to have approved and instituted mandatory membership in the Club, notwithstanding the fact that this was accomplished in direct conflict and in violation of the following, all of which were known or should have been known by the Law Firm and Glickman: i) the Association's constituent documents including the Declaration of Restrictive and Maintenance Covenants for The Hamlet Residents Association, Inc., the By-Laws of Hamlet Residents Association, Inc., and the Articles of Incorporation of Hamlet Residents Association, ii) the proposed Amendment did not receive prior approval by the City of Delray Beach pursuant to the City's Resolution No. 2-82, which states that "each member of the Association has acknowledged to the City Council of the City of Delray Beach, Florida that The Hamlet Resident's Association, Articles of Incorporation, Bylaws or Declaration of Restrictive and Maintenance Covenants may not be amended or terminated unless and until the City of Delray Beach has approved same, iii) each of the covenants, conditions and restrictions contained within the Foxpointe Declaration shall run with the land and shall remain binding and in full force and effect until January 1, 2017 (thus not subject to amendment until January 1, 2017), and iv) the Amendment purports to affect the Declaration of Restrictive Covenants of the Hamlet Country Club Community, a non-existent entity created to facilitate the improper passage of the Amendment. Plaintiffs, Press and Melnick contend that Glickman and the Law Firm knew or should have known the foregoing precluded the adoption of the Amendment, but they proceeded to draft and coordinate the institution and public recording of the Amendment for the benefit of the Association and Club without counseling or advising

Plaintiffs that said Amendment was improperly adopted during their representation of Plaintiffs in their purchase at The Hamlet.

202. In facilitating the improper adoption and passage of the Amendment, the Association and Club informed Glickman and the Law Firm that they wanted to institute mandatory Club membership due to declining membership, and had a need to confirm new owners as Club members available for large assessments for multi-million dollar renovations required for the golf course, club house, fitness center and other Club needs. Further, in creating the non-existent entity known as the “The Hamlet Country Club Community,” Glickman and the Law Firm assisted the Association in eliminating the vote of all 134 Association members owning condominium units resulting in the ability of the Association to more easily garner passage of the Amendment, knowing that the Association was without sufficient votes to institute mandatory Club membership, yet then represented the Association in its efforts to declare The Hamlet as a mandatory Club membership community. Despite inquiry with Glickman and the Law Firm, neither informed Press or Melnick of this pertinent and vital information which, if known or disclosed, would have directly impacted their decision whether to purchase in The Hamlet.

203. Additionally, at all times during their representation of Press and Melnick, Glickman and the Law Firm were aware of the Henley Lawsuit and its ultimate settlement which resulted in the residents in the condominiums and the settling Plaintiffs/owners in the Henley Lawsuit being released from the requirements of mandatory Club membership. Glickman and the Law Firm knew or should have known the affects and consequences of the Henley Lawsuit settlement upon new owners in The Hamlet, including Plaintiffs, Press and Melnick, that to the degree certain owners were released from the requirements of mandatory Club membership, then the new purchasers would be responsible for those released owners’

share of the dues and assessments for the pending multi-million dollar renovations to the Club on a pro-rated basis. Despite this knowledge, and despite being specifically asked by Press whether there were any past or pending lawsuits against the Association or Club which would affect new owners, Glickman and the Law Firm failed to inform Press and Melnick in connection with their purchase in The Hamlet and the resulting exorbitant increase in dues and continued assessments that Plaintiffs would encounter as new owners.

204. Press and Melnick employed the Law Firm and Glickman to represent them in the purchase of their unit in The Hamlet. In this regard, Plaintiffs, Press and Melnick and Defendants, Law Firm and Glickman shared a relationship whereby Press and Melnick reposed trust and confidence in the Law Firm and Glickman and Defendants undertook such trust and assumed a duty to advise, counsel and protect Press and Melnick. Further, the Law Firm and Glickman maintained a duty of loyalty and an obligation to disclose all material and pertinent information that Press and Melnick entrusted the Law Firm and Glickman to disclose in this capacity of a trusting relationship.

205. In connection with their closing, the Law Firm and Glickman had a fiduciary duty to disclose the aforementioned material information to Press and Melnick as more fully set forth in paragraphs 87-89 above as Defendants maintained knowledge of these materials facts as the Law Firm and Glickman were retained by the Association and Club to represent them in their efforts to preserve the financially failing and insecure Club from its demise. Despite inquiry from Press, the Law Firm and Glickman knew or should have known that the Amendment was improperly passed, but failed to advise and counsel Press and Melnick in this regard.

206. In connection with their closing and their efforts to perform their own due diligence through their counsel Glickman and the Law Firm, Press and Melnick issued

specific questions to Glickman and the Law Firm, as directed by Press and Melnick's real estate counsel in New York who referred them to the Law Firm, and received the following answers from the Law Firm and Glickman:

Q: What was the financial condition of the Association and Club?

A: The Law Firm and Glickman advised that The Hamlet was in excellent financial condition and one of the most financially secure county clubs in South Florida.

Q: Were there any pending or upcoming projects or assessments that would impact new owners in the form of increased dues and/or assessments?

A: Glickman and the Law Firm specifically advised that there were none. Glickman and the Law Firm knew or should have known of the long-termed planned renovations the Club was implementing with the resulting assessments to be forced upon the members.

Q: Were there any past or pending lawsuits against the Association or Club which could impact new owners? (Prior to Press and Melnick purchasing in The Hamlet, they read an article in the newspaper pertaining to a civil rights action by a minority plaintiff against a residents association for civil rights violations, which resulted in a significant assessment against all unit owners in that community.)

A: The Henley Lawsuit settled in 2005 after Press and Melnick's purchase. Despite specific knowledge of the Henley Lawsuit and its consequential affects on new purchasers, the Law Firm and Glickman failed to inform Press and Melnick of its existence, the ramifications of the settlement and outcome of the Lawsuit, and specifically told Press and Melnick that there

were no lawsuits filed or pending that would have any affect on their ownership at The Hamlet.

Q: Press and Melnick asked the Law Firm and Glickman if the dues would be increasing.

A: The Law Firm and Glickman specifically advised Press and Melnick that based on their analysis of The Hamlet's financial records it would be unlikely for the dues to increase for several years to come. However, almost immediately after Press and Melnick closed on their purchase, the dues nearly doubled and other charges were assessed to Plaintiffs.

Q: Press and Melnick asked the Law Firm and Glickman how many members comprised the Club and were subject to mandatory membership, given that Press and Melnick were under the belief that all owners in The Hamlet were subject to mandatory Club responsibilities.

A: The Law Firm and Glickman specifically informed Press and Melnick that the Club consisted of 444 members, all of whom were subject to mandatory Club responsibilities. This answer was not accurate as there were approximately 250 members in the Club given that the condominium unit owners and the settling parties in the Henley Lawsuit were released from mandatory membership. Notwithstanding, through their representations, the Law Firm and Glickman led Press and Melnick to believe that the entire Hamlet community was included in the mandatory Club membership. To the degree Press and Melnick were provided correct information from the Law Firm and Glickman, then they could have elected to purchase a non-member home in The Hamlet community or, alternatively, not purchase in The Hamlet.

207. In addition, the Law Firm and Glickman failed to inform Press and Melnick that they were the attorneys for the Association and HCCC when the Amendment was purportedly passed, that they were the drafters of the mandatory membership documents, that they facilitated the Association and Club to become a mandatory membership community, and that certain and selected owners were exempt and released from mandatory membership. Without question, the Law Firm and Glickman failed to inform Press and Melnick the basis for The Hamlet becoming a mandatory membership community and failed to disclose the conflict in representing the Association and Club in the amendment process and then failing to properly advise and counsel Press and Melnick regarding material information about the Association and Club that had a direct impact on their decision to purchase in The Hamlet.

208. In addition, despite their duty as record counsel in connection with Press and Melnick's purchase in The Hamlet, the Law Firm and Glickman failed to inform Press and Melnick of all pertinent matters in the public records, including the Amendment, that they knew or should have known would directly impact Plaintiffs' decision to purchase in The Hamlet and their ultimate responsibilities as owners in The Hamlet. Given that Press and Melnick, as lay persons, retained the Law Firm and Glickman to advise them of these very issues including the pertinent matters in the public records, including the Amendment, the Law Firm and Glickman failed in all respects to honor their fiduciary duty to Press and Melnick to counsel them in this regard.

209. Press and Melnick relied upon the representations of the Law Firm and Glickman as more particularly described herein in electing to purchase in The Hamlet. To the contrary, to the degree the Law Firm and Glickman properly disclosed all of the pertinent and material information discussed herein to Press and Melnick, then Press and Melnick would have elected not to purchase in The Hamlet.

210. As addressed herein, the Law Firm and Glickman breached their fiduciary duties to Press and Melnick by withholding pertinent and material information regarding ownership in The Hamlet that, if disclosed, would have resulted in Press and Melnick not purchasing in The Hamlet.

211. As a result of the foregoing breaches of fiduciary duty by the Law Firm and Glickman, Plaintiffs, Press and Melnick have suffered damages including, but not limited to electing to purchase in The Hamlet in the first instance rather than a non-mandatory club community, the tremendous financial burdens associated with the mandatory Club membership and their inability to market and sell their home in The Hamlet due to the Club membership obligations.

WHEREFORE, Plaintiffs, Press and Melnick demand judgment against Glickman and Law Firm, jointly and severally, for an award of attorneys' fees and costs, and for any further relief deemed just.

COUNT XIV
ACTION FOR DECLARATORY RELIEF BY ALL PLAINTIFFS

Plaintiffs adopt and reallege paragraphs 1 through 100 above as if more fully set forth herein.

212. The general scheme of development of The Hamlet has been that of a residential community without mandatory Club membership, in which membership in the Club with its concurrent financial obligations was purely optional, and with no restrictions, limitations, or conditions governing the sale or other transfer of property.

213. The only governing provisions in any Declaration encumbering a parcel in The Hamlet were in the nature of building and use restrictions.

214. Plaintiffs assert that the Amendment, in requiring membership in the Club mandatory, and in imposing restrictions on resales or other transfers of parcels,

unreasonably changes and is inconsistent with the general scheme of development as set forth in the Declarations prior to the Amendment, and is an unreasonable exercise of power the Association has undertaken in amending Plaintiffs' Declarations.

215. The Association maintains the Amendment is a valid exercise of its power to amend, and that the Amendment was necessary to preserve the Club's ability to maintain itself in the face of a failing membership, despite the fact that the Association has no power to administer the Club in any form.

216. Plaintiffs are therefore in doubt as to their rights, duties, liabilities and obligations as a result of the Amendment.

217. A present, bona fide, practical need exists for a declaration as to the enforceability of the Amendment. Plaintiffs have placed their homes for sale at below market prices, and cannot attract a buyer or tenant due to mandatory Club membership. In addition, Plaintiffs have suffered damages in the form of excessive Club dues, payments, assessments and projected assessments. Plaintiffs therefore contest the enforceability of the Amendment.

WHEREFORE, Plaintiffs request that this Court grant the following relief: take jurisdiction of this cause and the parties hereto, adjudge and declare that the Amendment is void and unenforceable, provide an award of Plaintiffs' attorneys' fees and costs incurred herein, and for any further relief deemed just.

COUNT XV
ACTION FOR TEMPORARY AND PERMANENT INJUNCTIVE RELIEF BY
ALL PLAINTIFFS

Plaintiffs adopt and reallege paragraphs 1 through 100 above as if more fully set forth herein.

218. The Association and Club have demanded enforcement of the Amendment.

219. Unless the Association and Club are prevented from enforcing the Amendment, then Plaintiffs have and will continue to suffer to their detriment by virtue of being charged exorbitant fees, dues and assessments required by Club membership, and in their inability to market and sell their home without obtaining Association approval and a buyer willing to accept Club membership responsibilities.

220. In this regard, Plaintiffs have no adequate remedy at law, have a substantial likelihood of success on the merits, and will suffer irreparable harm if temporary and permanent injunctive relief is not granted.

221. The relief sought herein will serve in the best interest of the public.

222. In fact, if Plaintiffs fail to pay the dues and assessments as required by the Club, then the Club has threatened to recover these amounts by imposing fines, penalties, filing suit and in seeking an award of the Club's attorneys' fees and costs incurred to collect these funds.

223. As the Association and Club have acted in concert in seeking the improper approval of the Amendment, Plaintiffs seek injunctive relief against the Association and Club.

WHEREFORE, Plaintiffs request that this Court issue temporary and permanent injunctive relief against the Association and Club prohibiting the enforcement of the Amendment, for a declaration that the Amendment is void and of no effect, for a release of all Plaintiffs from any mandatory membership in the Association or Club and all other provisions set forth in the Amendment, for an immediate accounting and reimbursement of all monies paid by Plaintiffs to the Club since the date of Plaintiffs taking title to their home in The Hamlet as a result of the Amendment, require the Association and Club to issue all necessary changes to the governing documents releasing Plaintiffs from any required Club membership, a release from the Association's

alleged ability to approve any resale or transfer of their interest in their Hamlet residence, for a directive that provides Plaintiffs the unfettered right to transfer their property without restriction, for an award of Plaintiffs attorneys' fees and costs, and for any further relief deemed just.

COUNT XVI
ACTION FOR DEFAMATION AGAINST DEFENDANT, SHELLY WEIL BY
PLAINTIFFS, STEVE STABILE, LISA STABILE, CARY PRESS, GERI MELNICK,
RICHARD CORBIN AND DONNA CORBIN

Plaintiffs adopt and reallege paragraphs 1 through 60 as if more fully set forth herein.

224. This is an action for defamation against Defendant, Weil.

225. During the Association's annual meeting on January 10, 2006, Weil embarked on a course of conduct to make false and defamatory statements about the Plaintiffs.

226. In doing so, Weil, in front of the general membership including Plaintiffs' neighbors, identified each of the Plaintiffs by name and falsely stated orally to the Association members that Plaintiffs had undertaken legal action against the Association, the goal of which was to allow the Plaintiffs to live in The Hamlet without paying their dues with the Club and because they wanted other owners to pay their way for them. Weil misinformed the members at the Annual meeting the purpose for which the Plaintiffs had challenged the Amendment.

227. Weil made the defamatory statements with the intent to slander and irreparably harm Plaintiffs and their reputation. This has resulted in other residents in The Hamlet to consistently disparage Plaintiffs, verbally abuse and mock Plaintiffs at homeowners meetings, in the restaurant and at the Club generally, taunt Plaintiffs to move out of The Hamlet, alienated Plaintiffs from the peaceful living in the community and have made it wholly intolerable to continue to enjoy their freedom in The Hamlet as a direct result of Weil's actions and statements (due to the harassment, Mrs. Corbin was forced to move out of her of

home). In fact, one homeowner threatened to assault Plaintiff, Steven Stabile in front of his 5 year old son, which action resulted in the filing of a police incident report.

228. In fact, Cathy Weil and Sandy Tobias, as representatives of the Association and Club, have defamed the Stabiles by orally stating to other residents at The Hamlet: “that is Steve Stabile, he and his family want to live here and not pay their way” and “that is the Stabiles, they are suing the Club because they want you to pay for them to live here.”

229. As a consequence of Weil’s actions, Plaintiffs have suffered damages.

WHEREFORE, Plaintiffs, Steve Stabile, Lisa Stabile, Cary Press, Geri Melnick, Richard Corbin and Donna Corbin demand judgment for damages against Weil, for an award of attorneys’ fees and costs incurred herein, and for any further relief deemed proper.

COUNT XVII

BREACH OF CONTRACT BY PLAINTIFFS, STABILES, CORBINS, PRESS, PERLAS, LEVYS, OLKEINS, HEARNS, DEBIASI, CIOFFI, STEINHAUSER, LEVIN, FINCH, SHERWOOD, READY, DAVIS’, DICKSTEINS, SELLARS, KALMINS, REINISCHS, KUTZ, ENTEN, PUTNAMs, MILLERS, GEISSLERS, BRENNER, COHEN, WEISNERS, ADELE AND HAROLD JONES, HEDY JONES, WEISS, POSNER, CHROMIK, AND ROHRBACHS

Plaintiffs adopt and reallege paragraphs 1 through 100 as if more fully set forth herein.

230. This is an action by all Plaintiffs for breach of contract against the Club.

231. By virtue of their ownership of real property in The Hamlet, all of the Plaintiffs named in this Count are holders of a membership in The Hamlet. As a consequence, the Plaintiffs are responsible to make payment for said membership to the Club.

232. Applications for membership in the Club were submitted by each Plaintiff set forth in this Count. For purposes of brevity, Plaintiffs attach a sample Application Agreement for Plaintiffs, Mark and Sherry Geissler as Exhibit “M” hereto.⁹

⁹ The Club did not furnish each of the Plaintiffs with their membership application and, therefore, Plaintiffs are unable to attach same to this Complaint. It is expected that each of the applications will be produced through

233. In addition, as part of the membership process, the Plaintiffs and Club agreed to comply with the terms of the Club's By-Laws, a copy of which is attached hereto as Exhibit "N." Pursuant to the terms of the By-Laws, Plaintiffs are obligated to pay dues, assessments and other indebtedness. See, By-Laws at Sections 2.10.3 and 2.10.4.

234. To further evidence that contractual obligations exist between Plaintiffs and the Club, the Club has filed collection actions in Palm Beach County Circuit Court against certain of the Plaintiffs herein (the Geisslers, the Millers, Cary Press, Geraldine Melnick, Hedy Jones, Chromik, Petrucci, and the Rohrbachs) alleging breach of contract against these Plaintiffs for their non-payment of dues (the Club agreed to stay certain of these collection actions pending the resolution of this main case on the validity of the Amendment).

235. As a result of the contractual relationship between Plaintiffs and the Club evidenced by the applications and the By-Laws, Plaintiffs understood that they were paying the Club significant dues and fees for the use and benefit of the Club's amenities and services including, but not limited to the golf course, golf pro shop, the clubhouse, the food and beverage service, and the general service that accompanies the benefits of this Club.

236. Since the time of their respective purchases in The Hamlet, Plaintiffs have paid dues, fees and assessments to the Club in exchange for the use and benefit of the Club's amenities and services. However, the Club has never furnished Plaintiffs, and all other Club members, the full range of the amenities and services.

237. Specifically, the Club's amenities and services that have never been fully provided by the Club include: (i) the clubhouse has never been fully operational and has constantly been under construction; (ii) the golf course, represented as being in pristine condition, is consistently under repair; (iii) operationally and cosmetically, the dining areas of

the Club and the Club's food and beverage service have not been in full use (beginning July 7, all food service for breakfast and lunch is being discontinued). Additionally, Plaintiffs have been regularly denied meal service from the Club, and have been the recipients of rude service from Club staff.

238. Additionally, the Club's restaurant was closed indefinitely with no food service being offered Plaintiffs.

239. Despite the Club's failure to provide services to its members, the Club continued to charge Plaintiffs the full amount of dues, assessments and other charges.

240. As a result of the Club's failures to provide the full range of services for which Plaintiffs are paying dues and fees, the Club has breached its contract with Plaintiffs.

241. As a direct result of these breaches, Plaintiffs have suffered damages.

WHEREFORE, Plaintiffs demand judgment against the Club for compensatory damages, for an award of attorneys' fees and costs, and for any further relief as this Court deems just and proper.

**COUNT XVIII
MISREPRESENTATION AGAINST THE ASSOCIATION
AND CLUB BY PLAINTIFF, CIOFFI**

Plaintiff, Cioffi adopts and incorporate paragraphs 1 through 78 and 89-100 above as if more fully set forth herein.

242. Based upon the allegations set forth in paragraphs 69-78 and 89-95 above, the Association and Club and its representatives and agents made misrepresentations to Plaintiff during his pre-purchase process which led Plaintiff to close on the purchase of his home in The Hamlet including, but not limited to the failure to inform Plaintiff of the existence of the

Amendment requiring mandatory membership in the Club, which Amendment does not subject all Hamlet residents and owners to such mandatory membership.

243. With knowledge that the Association and Club were in financial ruins and in order to entice Plaintiff to purchase in The Hamlet, Cathy Weil, as President of the Club, misrepresented to Plaintiff that the Club had just been renovated with a new kitchen, new roof, the gym had been renovated with new equipment, and that the golf course was in pristine condition. In addition, Mrs. Weil specifically advised that the Club dues would not increase, that the Club was financially sound and that there were no upcoming restoration projects that would require assessments against the Club members. Mrs. Weil incorrectly stated that the Club membership was mandatory for all Hamlet residents and that membership of 400 was growing.

244. In addition, Marie Mitchalk, Hamlet Country Club Membership Director, represented to Plaintiff that the Club was financially sound, the kitchen was recently renovated, that neither the Club nor the Association had future plans to specially assess owners for any reason, that the Club dues would not be increasing, that the golf course was in pristine condition, that the greens had a lifetime guaranty, and that there would be no construction that would disturb Plaintiff's use and enjoyment of the Club's facilities.

245. Ms. Mitchalk represented to Plaintiff that there were no pending lawsuits against The Hamlet. In addition, Ms. Mitchalk and Sandy Tobias represented that the Club had won a lawsuit challenging the Amendment, which was entirely false as the Henley lawsuit was settled.

246. In addition, Ms. Mitchalk advised Plaintiff that due to the number of home sales and the collection of the \$4,000.00 transfer fee, the Club membership dues would not increase for many years to come, that a significant amount of restoration work was performed

at the Club including a new kitchen, the physical fitness center had been renovated and furnished with new equipment, new roofs and air conditioning units were installed at the Club, that new golf carts would be purchased for the members, that several new, young members were joining the Club, the initiation fee would not increase, that the golf course greens were guaranteed for life, and that the Club was financially secure.

247. Ms. Mitchalk, on behalf of the Association and Club, in order to induce Plaintiff into purchasing at The Hamlet, falsely represented that all owners within The Hamlet were required to be members of the Club, either tennis/social or golf memberships. Ms. Mitchalk represented that all dues would remain the same for a minimum of five years and that only \$1,000.00 may be required of members in terms of assessments since all new renovations were recently performed.

248. The Association and Club failed to disclose to Plaintiffs that only buyers purchasing homes after December 5, 2002 would be subject to the mandatory Club membership. In addition, Plaintiff was intentionally geared away from non-membership homes by Ms. Mitchalk and Ms. Tobias and directed to purchase a membership home so that Plaintiff would be an additional paying member.

249. The Association and Club failed to disclose that none of the owners who settled in the Henley Lawsuit, none of the owners who were grandfathered in as non-member homes, and none of the owners residing in the condominiums, who directly benefit from the existence of the Club, would be subject to the Amendment, despite being led to believe that The Hamlet is a mandatory club community.

250. The Association and Club intentionally withheld their knowledge and intentions of planned renovation projects of the Club, and that owners would not be subject to raises in dues or the burden of special assessments to carry millions of dollars in Club

loans. In addition, the Association and Club advised that the Club was in full operation, there would be no assessments, no increase in dues and all previously commenced renovation projects would be completed prior to Plaintiff's purchase.

251. The Association and Club failed to disclose that Association approval would be required for all property transfers in The Hamlet, which transfer shall not be approved unless the transferee applies for Club membership. Further, the Association and Club failed to disclose that the condition of the golf course and clubhouse were poor and, therefore, not fully operational despite the requirement of exorbitant dues and fees.

252. As set forth herein, the Association and Club made false statements regarding material facts in connection with Plaintiff and the purchase of his home in The Hamlet.

253. The Association and Club knew or should have known that the representations were false when made.

254. The Association and Club intended that the representations induce Plaintiff to act upon them and in fact purchase a parcel of real property within The Hamlet.

255. Plaintiff has suffered damages as a result of his justifiable reliance upon the representations by the Association and Club.

256. A direct and proximate result of the Association's and Club's misrepresentations to Plaintiff, Plaintiff has suffered damages including, but not limited to the increased and exorbitant membership dues, fees and assessments, the decrease in the value of his property, and from the inability to market for sale or lease his property.

WHEREFORE, Plaintiff demands judgment for damages against the Association and Club, jointly and severally, for an award of attorneys' fees and costs incurred herein, and for any further relief deemed proper.

COUNT XIX

MISREPRESENTATION AGAINST THE ASSOCIATION AND CLUB BY PLAINTIFFS, JAVIER AND MELANIE PERLA

Plaintiffs, Javier and Melanie Perla adopt and incorporate paragraphs 1-78 and 89-100 above as if more fully set forth herein.

257. Based upon the allegations set forth in paragraphs 69-79 and 89-95 above, the Association and Club and its representatives and agents made misrepresentations to Plaintiffs during their pre-purchase process which led Plaintiffs to close on the purchase of their home in The Hamlet including, but not limited to the failure to inform Plaintiffs of the existence of the Amendment requiring mandatory membership in the Club, which Amendment does not subject all Hamlet residents and owners to such mandatory membership.

258. With knowledge that the Association and Club were in financial ruins and in order to entice Plaintiffs to purchase in The Hamlet, Cathy Weil, as President of the Club, misrepresented to Plaintiffs that the Club had just been renovated with a new kitchen, new roof, the gym had been renovated with new equipment, and that the golf course was in pristine condition. In addition, Mrs. Weil specifically advised that the Club dues would not increase, that the Club was financially sound and that there were no upcoming restoration projects that would require assessments against the Club members. Mrs. Weil incorrectly stated that the Club membership was mandatory for all Hamlet residents and that membership of 400 was growing.

259. In addition, Marie Mitchalk, Hamlet Country Club Membership Director, represented to Plaintiff that the Club was financially sound, the kitchen was recently

renovated, that neither the Club nor the Association had future plans to specially assess owners for any reason, that the Club dues would not be increasing, that the golf course was in pristine condition, that the greens had a lifetime guaranty, and that there would be no construction that would disturb Plaintiffs' use and enjoyment of the Club's facilities.

260. Ms. Mitchalk represented to Plaintiffs that there were no pending lawsuits against The Hamlet. In addition, Ms. Mitchalk and Sandy Tobias represented that the Club had won a lawsuit challenging the Amendment, which was entirely false as the Henley Lawsuit was settled.

261. In addition, Ms. Mitchalk advised Plaintiffs that due to the number of home sales and the collection of the \$4,000.00 transfer fee, the Club membership dues would not increase for many years to come, that a significant amount of restoration work was performed at the Club including a new kitchen, the physical fitness center had been renovated and furnished with new equipment, new roofs and air conditioning units were installed at the Club, that new golf carts would be purchased for the members, that several new, young members were joining the Club, the initiation fee would not increase, that the golf course greens were guaranteed for life, and that the Club was financially secure.

262. Ms. Mitchalk, on behalf of the Association and Club, in order to induce Plaintiffs into purchasing at The Hamlet, falsely represented that all owners within The Hamlet were required to be members of the Club, either tennis/social or golf memberships. Ms. Mitchalk represented that all dues would remain the same for a minimum of five years and that only \$1,000.00 may be required of members in terms of assessments since all new renovations were recently performed.

263. The Association and Club failed to disclose to Plaintiffs that only buyers purchasing homes after December 5, 2002 would be subject to the mandatory Club

membership. In addition, Plaintiffs were intentionally geared away from non-membership homes by Ms. Mitchalk and Ms. Tobias, and were coerced and fraudulently directed to purchase a membership home so that Plaintiffs would be additional paying Club members.

264. The Association and Club failed to disclose that none of the owners who settled in the Henley Lawsuit, none of the owners who were grandfathered in as non-mandatory parcel owners, and none of the owners residing in the condominiums, who directly benefit from the existence of the Club, would be subject to the Amendment despite being led to believe that The Hamlet is a mandatory club community.

265. The Association and Club intentionally withheld their knowledge and intentions of planned renovation projects to the Club, and that owners would be subject to raises in dues or the burden of special assessments to carry millions of dollars in Club loans. In addition, the Association and Club advised that the Club was in full operation, there would be no assessments, no increase in dues and all previously commenced renovations projected would be completed prior to Plaintiffs' purchase.

266. The Association and Club failed to disclose that Association approval would be required for all property transfers in The Hamlet, which transfer shall not be approved unless the transferee applies for Club membership. Further, the Association and Club failed to disclose that the condition of the golf course and clubhouse were poor and, therefore, not fully operational despite the requirement of exorbitant dues and fees.

267. In addition, after mandatory membership had been declared passed by the Association, Defendant, Weil went to the Perlas home and asked them to sign a consent form after the Amendment had purportedly been passed. Mr. Weil represented to the Perlas that they could join the Club by paying half dues, they would be permitted to bring their family

members living in the condominiums to use the Club's facilities, that the Perlas "wouldn't be hurting anybody since mandatory already passed and they just wanted to collect more consent forms in case they ever have to show the judge that this is what the community wants."

268. Further, Mr. Weil represented that the Perlas would be under no obligation to join the Club themselves, but that the Perlas act in signing the consent would help the Club defeat the Henley plaintiffs in the pending lawsuit to ensure that the Club would not be sold to a developer who would build more homes and disrupt the scheme of the community. Despite Mr. Weil's representations, the mandatory Club membership rules barred the Perlas bringing their relatives who owned a condominium to the Club since they were now considered Resident Non-members. Further, Mr. Weil represented that if the Perlas did not join the Club, then they would not be permitted to use the Club's restaurant with friends who were members.

269. In December, 2003, Marie Mitchalk represented to the Perlas that the Club was changing the young membership tiered dues system and that it was their last chance to pay half dues until they turned 50 years old. Ms. Mitchalk stated that it would add value to their home because when they sold, they would only be responsible for a \$2,500.00 transfer fee unless the buyer was upgrading to a golf membership. Based on these aforementioned representations, the Perlas elected to join the Club.

270. However, before joining, the Perlas wanted to make sure that there would be room for their family to grow as Club members. In so doing, the Perlas were assured by Marie Mitchalk that children were always welcome at the clubhouse (except for Saturday night dinners as stated in the booklet) and that they were planning more activities for children and activities that would include working members.

271. Despite assurances by the Association and Club that they would receive the use and benefit of full Club membership, on June 11, 2006, the Perlas were actually refused

service in the Club's dining room. At the time, Mrs. Perla was six months pregnant and the Club refused to honor her dinner reservations causing Mrs. Perla to leave the Club in tears.

272. Despite representations to the contrary by the Association and Club, the Club eliminated the social membership thereby causing a decline in the value of the Perlas home, evidencing a selective enforcement of the mandatory Club scheme.

273. In addition, after the Perlas daughter was born, they were informed by the Club, contrary to prior representations, that children were no longer welcome during certain times and events, thereby barring the Perlas from enjoying the Club with the entire family. However, the written rules the Perlas were given at the time they became members stated that children were always allowed at the clubhouse except for Saturday night dinners.

274. As set forth herein, the Association and Club made false statements regarding material facts in connection with Plaintiffs and their ownership of their homes in The Hamlet.

275. The Association and Club knew or should have known that the representations were false when made.

276. The Association and Club intended that the representations induce Plaintiffs to act upon them and in fact purchase a parcel of real property within The Hamlet.

277. Plaintiffs have suffered damages as a result of their justifiable reliance upon the representations by the Association and Club. As a direct and proximate result of the Association's and Club's misrepresentations to Plaintiffs, Plaintiffs have suffered damages including, but not limited to the increased and exorbitant membership dues, fees and assessments, the decrease in the value of their property, and from the inability to market for sale or lease their property.

WHEREFORE, Plaintiffs demand judgment for damages against the Association and

Club, jointly and severally, for an award of attorneys' fees and costs incurred herein, and for any further relief deemed proper.

COUNT XX

MISREPRESENTATION AGAINST THE ASSOCIATION AND CLUB BY PLAINTIFF, HOLLY SELLAR

Plaintiff, Holly Sellar adopts and incorporate paragraphs 1-78 and 89-100 above as if more fully set forth herein.

278. Based upon the allegations set forth in paragraphs 69-79 and 89-95 above, the Association and Club and its representatives and agents made misrepresentations to Plaintiff during her pre-purchase process which led Plaintiff to close on the purchase of her home in The Hamlet including, but not limited to the failure to inform Plaintiff of the existence of the Amendment requiring mandatory membership in the Club, which Amendment does not subject all Hamlet residents and owners to such mandatory membership.

279. The Association and Club failed to disclose to Plaintiff that only buyers purchasing homes after December 5, 2002 would be subject to the mandatory Club membership.

280. The Association and Club failed to disclose that none of the owners who settled in the Henley Lawsuit, none of the owners who were grandfathered in as non-mandatory parcel owners, and none of the owners residing in the condominiums, who directly benefit from the existence of the Club, would be subject to the Amendment despite being led to believe that The Hamlet is a mandatory club community.

281. The Association and Club intentionally withheld their knowledge and intentions of planned renovation projects of the Club, and that owners would be subject to

raises in dues or the burden of special assessments to carry millions of dollars in Club loans.

282. The Association and Club failed to disclose that Association approval would be required for all property transfers in The Hamlet, which transfer shall not be approved unless the transferee applies for Club membership. Further, the Association and Club failed to disclose that the condition of the golf course and clubhouse were poor and, therefore, not fully operational despite the requirement of exorbitant dues and fees.

283. As set forth herein, the Association and Club made false statements regarding material facts in connection with Plaintiff and her ownership of her home in The Hamlet.

284. The Association and Club knew or should have known that the representations were false when made.

285. The Association and Club intended that the representations induce Plaintiff to act upon them and in fact purchase a parcel of real property within The Hamlet.

286. Plaintiff has suffered damages as a result of her justifiable reliance upon the representations by the Association and Club. As a direct and proximate result of the Association's and Club's misrepresentations to Plaintiff, Plaintiff has suffered damages including, but not limited to the increased and exorbitant membership dues, fees and assessments, the decrease in the value of her property, and from the inability to market for sale or lease her property.

WHEREFORE, Plaintiff demands judgment for damages against the Association and Club, jointly and severally, for an award of attorneys' fees and costs incurred herein, and for any further relief deemed proper.

COUNT XXI

MISREPRESENTATION AGAINST THE ASSOCIATION AND CLUB BY PLAINTIFF, LARRY OLKEIN

Plaintiff, Larry Olkein adopts and incorporate paragraphs 1-78 and 89-100 above as if more fully set forth herein.

287. Based upon the allegations set forth in paragraphs 69-79 and 89-95 above, the Association and Club and its representatives and agents made misrepresentations to Plaintiff during his pre-purchase process which led Plaintiff to close on the purchase of his home in The Hamlet including, but not limited to the failure to inform Plaintiff of the existence of the Amendment requiring mandatory membership in the Club, which Amendment does not subject all Hamlet residents and owners to such mandatory membership.

288. The Association and Club failed to disclose to Plaintiff that only buyers purchasing homes after December 5, 2002 would be subject to the mandatory Club membership.

289. The Association and Club failed to disclose that none of the owners who settled in the Henley Lawsuit, none of the owners who were grandfathered in as non-mandatory parcel owners, and none of the owners residing in the condominiums, who directly benefit from the existence of the Club, would be subject to the Amendment despite being led to believe that The Hamlet is a mandatory club community.

290. The Association and Club intentionally withheld their knowledge and intentions of planned renovation projects of the Club, and that owners would be subject to

raises in dues or the burden of special assessments to carry millions of dollars in Club loans.

291. The Association and Club failed to disclose that Association approval would be required for all property transfers in The Hamlet, which transfer shall not be approved unless the transferee applies for Club membership. Further, the Association and Club failed to disclose that the condition of the golf course and clubhouse were poor and, therefore, not fully operational despite the requirement of exorbitant dues and fees.

292. As set forth herein, the Association and Club made false statements regarding material facts in connection with Plaintiff and his ownership of his homes in The Hamlet.

293. The Association and Club knew or should have known that the representations were false when made.

294. The Association and Club intended that the representations induce Plaintiff to act upon them and in fact purchase a parcel of real property within The Hamlet.

295. Plaintiff has suffered damages as a result of his justifiable reliance upon the representations by the Association and Club. As a direct and proximate result of the Association's and Club's misrepresentations to Plaintiff, Plaintiff has suffered damages including, but not limited to the increased and exorbitant membership dues, fees and assessments, the decrease in the value of his property, and from the inability to market for sale or lease his property.

WHEREFORE, Plaintiff demands judgment for damages against the Association and Club, jointly and severally, for an award of attorneys' fees and costs incurred herein, and for any further relief deemed proper.

COUNT XXII

MISREPRESENTATION AGAINST THE ASSOCIATION AND CLUB BY PLAINTIFFS, HANS AND MANUELA REINISCH

Plaintiff Hans and Manuela Reinisch adopt and incorporate paragraphs 1-78 and 89-100 above as if more fully set forth herein.

296. Based upon the allegations set forth in paragraphs 69-79 and 89-95 above, the Association and Club and its representatives and agents made misrepresentations to Plaintiffs during their pre-purchase process which led Plaintiffs to close on the purchase of their home in The Hamlet including, but not limited to the failure to inform Plaintiffs of the existence of the Amendment requiring mandatory membership in the Club, which Amendment does not subject all Hamlet residents and owners to such mandatory membership.

297. With knowledge that the Association and Club were in financial ruins and in order to entice Plaintiffs to purchase in The Hamlet, Cathy Weil, as President of the Club, misrepresented to Plaintiffs that the Club had just been renovated with a new kitchen, new roof, the gym had been renovated with new equipment, and that the golf course was in pristine condition. In addition, Mrs. Weil specifically advised that the Club dues would not increase, that the Club was financially sound and that there were no upcoming restoration projects that would require assessments against the Club members. Mrs. Weil incorrectly stated that the Club membership was mandatory for all Hamlet residents and that membership of 400 was growing.

298. In addition, Marie Mitchalk, Hamlet Country Club Membership Director, represented to Plaintiffs that the Club was financially sound, the kitchen was recently

renovated, that neither the Club nor the Association had future plans to specially assess owners for any reason, that the Club dues would not be increasing, that the golf course was in pristine condition, that the greens had a lifetime guaranty, and that there would be no construction that would disturb Plaintiffs' use and enjoyment of the Club's facilities.

299. Ms. Mitchalk represented to Plaintiffs that there were no pending lawsuits against The Hamlet. In addition, Ms. Mitchalk and Sandy Tobias represented that the Club had won a lawsuit challenging the Amendment, which was entirely false as the Henley Lawsuit was settled.

300. In addition, Ms. Mitchalk advised Plaintiffs that due to the number of home sales and the collection of the \$4,000.00 transfer fee, the Club membership dues would not increase for many years to come, that a significant amount of restoration work was performed at the Club including a new kitchen, the physical fitness center had been renovated and furnished with new equipment, new roofs and air conditioning units were installed at the Club, that new golf carts would be purchased for the members, that several new, young members were joining the Club, the initiation fee would not increase, that the golf course greens were guaranteed for life, and that the Club was financially secure.

301. Ms. Mitchalk, on behalf of the Association and Club, in order to induce Plaintiffs into purchasing at The Hamlet, falsely represented that all owners within The Hamlet were required to be members of the Club, either tennis/social or golf memberships. Ms. Mitchalk represented that all dues would remain the same for a minimum of five years and that only \$1,000.00 may be required of members in terms of assessments since all new renovations were recently performed.

302. The Association and Club failed to disclose to Plaintiffs that only buyers purchasing homes after December 5, 2002 would be subject to the mandatory Club

membership. In addition, Plaintiffs were intentionally geared away from non-membership homes by Ms. Mitchalk and Ms. Tobias and directed to purchase a membership home so that Plaintiffs would be an additional paying member.

303. The Association and Club failed to disclose that none of the owners who settled in the Henley Lawsuit, none of the owners who were grandfathered in as non-mandatory parcel owners, and none of the owners residing in the condominiums, who directly benefit from the existence of the Club, would be subject to the Amendment, despite being led to believe that The Hamlet is a mandatory club community.

304. The Association and Club intentionally withheld their knowledge and intentions of planned renovation projects of the Club, and that owners would be subject to raises in dues or the burden of special assessments to carry millions of dollars in Club loans. In addition, the Association and Club advised that the Club was in full operation, there would be no assessments, no increase in dues and all previously commenced renovations projected would be completed prior to Plaintiffs purchase.

305. The Association and Club failed to disclose that Association approval would be required for all property transfers in The Hamlet, which transfer shall not be approved unless the transferee applies for Club membership. Further, the Association and Club failed to disclose that the condition of the golf course and clubhouse were poor and, therefore, not fully operational despite the requirement of exorbitant dues and fees.

306. As set forth herein, the Association and Club made false statements regarding material facts in connection with Plaintiffs and their ownership of their homes in The Hamlet.

307. The Association and Club knew or should have known that the representations

were false when made.

308. The Association and Club intended that the representations induce Plaintiffs to act upon them and in fact purchase a parcel of real property within The Hamlet.

309. Plaintiffs have suffered damages as a result of their justifiable reliance upon the representations by the Association and Club. As a direct and proximate result of the Association's and Club's misrepresentations to Plaintiffs, Plaintiffs have suffered damages including, but not limited to the increased and exorbitant membership dues, fees and assessments, the decrease in the value of their property, and from the inability to market for sale or lease their property.

WHEREFORE, Plaintiffs demand judgment for damages against the Association and Club, jointly and severally, for an award of attorneys' fees and costs incurred herein, and for any further relief deemed proper

COUNT XXIII

MISREPRESENTATION AGAINST THE ASSOCIATION AND CLUB BY PLAINTIFFS, JANE LEVIN AND DUNCAN FINCH

Plaintiffs, Jane Levin and Duncan Finch adopt and incorporate paragraphs 1-78 and 89-100 above as if more fully set forth herein.

310. Based upon the allegations set forth in paragraphs 69-79 and 89-95 above, the Association and Club and its representatives and agents made misrepresentations to Plaintiffs during their pre-purchase process which led Plaintiffs to close on the purchase of their home in The Hamlet including, but not limited to the failure to inform Plaintiffs of the existence of the Amendment requiring mandatory membership in the Club, which Amendment does not subject all Hamlet residents and owners to such mandatory membership.

311. The Association and Club failed to disclose to Plaintiffs that only buyers purchasing homes after December 5, 2002 would be subject to the mandatory Club membership.

312. The Association and Club failed to disclose that none of the owners who settled in the Henley Lawsuit, none of the owners who were grandfathered in as non-mandatory parcel owners, and none of the owners residing in the condominiums, who directly benefit from the existence of the Club, would be subject to the Amendment, despite being led to believe that The Hamlet is a mandatory club community.

313. The Association and Club intentionally withheld their knowledge and intentions of planned renovation projects of the Club, and that owners would be subject to raises in dues or the burden of special assessments to carry millions of dollars in Club loans. In fact, Marie Mitchalk, as the Club's membership director, informed that the Club was in pristine condition, that no renovations were necessary or the need for special assessments (Sandy Tobias, on behalf of the Club, represented to Plaintiffs that there would be no assessments and that the Club had substantial monies in the bank), that the Club was in excellent financial health, that dues would "not be going up anytime in the near future," and failed to disclose the existence of the Henley Lawsuit. In addition, Ms. Mitchalk informed Plaintiffs that they could downgrade their membership to tennis/social since they did not anticipate utilizing the golf membership. Ultimately, Plaintiffs have been subjected to dues and assessments for all golf related membership matters.

314. Sandy Tobias, on behalf of the Club, failed to disclose to Plaintiffs that they would be assessed for the golf course renovations despite Plaintiffs not being golf members. In fact, Ms. Tobias represented to Plaintiffs during their pre-purchase process that the Club membership was mandatory for all owners.

315. The Association and Club failed to disclose that Association approval would be required for all property transfers in The Hamlet, which transfer shall not be approved unless the transferee applies for Club membership. Further, the Association and Club failed to disclose that the condition of the golf course and clubhouse were poor and, therefore, not fully operational despite the requirement of exorbitant dues and fees.

316. As set forth herein, the Association and Club made false statements regarding material facts in connection with Plaintiffs and her ownership of their home in The Hamlet.

317. The Association and Club knew or should have known that the representations were false when made.

318. The Association and Club intended that the representations induce Plaintiffs to act upon them and in fact purchase a parcel of real property within The Hamlet.

319. Plaintiffs have suffered damages as a result of their justifiable reliance upon the representations by the Association and Club. As a direct and proximate result of the Association's and Club's misrepresentations to Plaintiffs, Plaintiff have suffered damages including, but not limited to the increased and exorbitant membership dues, fees and assessments, the decrease in the value of their property, and from the inability to market for sale or lease their property.

WHEREFORE, Plaintiffs demand judgment for damages against the Association and Club, jointly and severally, for an award of attorneys' fees and costs incurred herein, and for any further relief deemed proper.

COUNT XXIV

MISREPRESENTATION AGAINST THE ASSOCIATION AND CLUB PLAINTIFFS, JOHN AND KATHLEEN PUTNAM

Plaintiffs, John and Kathleen Putnam adopt and incorporate paragraphs 1-78 and 89-100 above as if more fully set forth herein.

320. Based upon the allegations set forth in paragraphs 69-79 and 89-95 above, the Association and Club and its representatives and agents made misrepresentations to Plaintiffs during their pre-purchase process which led Plaintiffs to close on the purchase of their home in The Hamlet including, but not limited to the failure to inform Plaintiffs of the existence of the Amendment requiring mandatory membership in the Club, which Amendment does not subject all Hamlet residents and owners to such mandatory membership.

321. The Association and Club failed to disclose to Plaintiffs that only buyers purchasing homes after December 5, 2002 would be subject to the mandatory Club membership.

322. The Association and Club failed to disclose that none of the owners who settled in the Henley Lawsuit, none of the owners who were grandfathered in as non-mandatory parcel owners, and none of the owners residing in the condominiums, who directly benefit from the existence of the Club, would be subject to the Amendment, despite being led to believe that The Hamlet is a mandatory club community.

323. The Association and Club intentionally withheld their knowledge and intentions of planned renovation projects of the Club, and that owners would be subject to

raises in dues or the burden of special assessments to carry millions of dollars in Club loans. In fact, Marie Mitchalk, as the Club's membership director, informed that the Club was in pristine condition, that no renovations were necessary or the need for special assessments, that the Club's kitchen was recently redone, that the Club was in excellent financial health, that dues would "not be going up anytime in the near future," and failed to disclose the existence of the Henley Lawsuit. In addition, Ms. Mitchalk informed Plaintiffs that they could downgrade their membership to tennis/social since they did not anticipate utilizing the golf membership. Ultimately, Plaintiffs have been subjected to dues and assessments for all golf related membership matters.

324. The Association and Club failed to disclose that Association approval would be required for all property transfers in The Hamlet, which transfer shall not be approved unless the transferee applies for Club membership. Further, the Association and Club failed to disclose that the condition of the golf course and clubhouse were poor and, therefore, not fully operational despite the requirement of exorbitant dues and fees.

325. As set forth herein, the Association and Club made false statements regarding material facts in connection with Plaintiffs and their ownership of their home in The Hamlet.

326. The Association and Club knew or should have known that the representations were false when made.

327. The Association and Club intended that the representations induce Plaintiffs to act upon them and in fact purchase a parcel of real property within The Hamlet.

328. Plaintiffs have suffered damages as a result of her justifiable reliance upon the representations by the Association and Club. As a direct and proximate result of the

Association's and Club's misrepresentations to Plaintiffs, Plaintiff have suffered damages including, but not limited to the increased and exorbitant membership dues, fees and assessments, the decrease in the value of their property, and from the inability to market for sale or lease their property.

WHEREFORE, Plaintiffs demand judgment for damages against the Association and Club, jointly and severally, for an award of attorneys' fees and costs incurred herein, and for any further relief deemed proper.

COUNT XXV

MISREPRESENTATION AGAINST THE ASSOCIATION AND CLUB BY PLAINTIFFS, MARK AND SHARI GEISSLER

Plaintiffs, Mark and Shari Geissler adopt and incorporate paragraphs 1-78 and 89-100 above as if more fully set forth herein.

329. Based upon the allegations set forth in paragraphs 69-79 and 89-95 above, the Association and Club and its representatives and agents made misrepresentations to Plaintiffs during their pre-purchase process which led Plaintiffs to close on the purchase of their home in The Hamlet including, but not limited to the failure to inform Plaintiffs of the existence of the Amendment requiring mandatory membership in the Club, which Amendment does not subject all Hamlet residents and owners to such mandatory membership.

330. The Association and Club failed to disclose to Plaintiffs that only buyers purchasing homes after December 5, 2002 would be subject to the mandatory Club membership.

331. The Association and Club failed to disclose that none of the owners

who settled in the Henley Lawsuit, none of the owners who were grandfathered in as non-mandatory parcel owners, and none of the owners residing in the condominiums, who directly benefit from the existence of the Club, would be subject to the Amendment despite being led to believe that The Hamlet is a mandatory club community.

332. The Association and Club intentionally withheld their knowledge and intentions of planned renovation projects of the Club, and that owners would be subject to raises in dues or the burden of special assessments to carry millions of dollars in Club loans. In fact, Marie Mitchalk, as the Club's membership director, informed that the Club was in perfect condition, that no renovations were being considered or were necessary and there would be no need for special assessments, that the Club's kitchen was recently redone, that the Club had a new roof, new lounge, dining room and sitting area all recently renovated, that the Club was in excellent financial health, that dues would "not be going up anytime in the near future," and failed to disclose the existence of the Henley Lawsuit. In addition, Ms. Mitchalk informed Plaintiffs that they could downgrade their membership to tennis/social since they did not anticipate utilizing the golf membership. Ultimately, Plaintiffs have been subjected to dues and assessments for all golf related membership matters.

333. The Association and Club failed to disclose that Association approval would be required for all property transfers in The Hamlet, which transfer shall not be approved unless the transferee applies for Club membership. Further, the Association and Club failed to disclose that the condition of the golf course and clubhouse were poor and, therefore, not fully operational despite the requirement of exorbitant dues and fees.

334. As set forth herein, the Association and Club made false statements regarding material facts in connection with Plaintiffs and their ownership of their home in The Hamlet.

335. The Association and Club knew or should have known that the representations were false when made.

336. The Association and Club intended that the representations induce Plaintiffs to act upon them and in fact purchase a parcel of real property within The Hamlet.

337. Plaintiffs have suffered damages as a result of their justifiable reliance upon the representations by the Association and Club. As a direct and proximate result of the Association's and Club's misrepresentations to Plaintiffs, Plaintiff have suffered damages including, but not limited to the increased and exorbitant membership dues, fees and assessments, the decrease in the value of their property, and from the inability to market for sale or lease their property.

WHEREFORE, Plaintiffs demand judgment for damages against the Association and Club, jointly and severally, for an award of attorneys' fees and costs incurred herein, and for any further relief deemed proper.

COUNT XXVI

MISREPRESENTATION AGAINST THE ASSOCIATION AND CLUB BY PLAINTIFF, DEBBIE ENTEN

Plaintiff, Debbie Enten adopts and incorporate paragraphs 1-78 and 89-100 above as if more fully set forth herein.

338. Based upon the allegations set forth in paragraphs 69-79 and 89-95 above, the Association and Club and its representatives and agents made misrepresentations to Plaintiff during her pre-purchase process which led Plaintiff to close on the purchase of her home in The Hamlet including, but not limited to the failure to inform Plaintiff of the existence of the Amendment requiring mandatory membership in the Club, which Amendment

does not subject all Hamlet residents and owners to such mandatory membership.

339. The Association and Club failed to disclose to Plaintiff that only buyers purchasing homes after December 5, 2002 would be subject to the mandatory Club membership.

340. The Association and Club failed to disclose that none of the owners who settled in the Henley Lawsuit, none of the owners who were grandfathered in as non-mandatory parcel owners, and none of the owners residing in the condominiums, who directly benefit from the existence of the Club, would be subject to the Amendment, despite being led to believe that The Hamlet is a mandatory club community.

341. The Association and Club intentionally withheld their knowledge and intentions of planned renovation projects of the Club, and that owners would be subject to raises in dues or the burden of special assessments to carry millions of dollars in Club loans.

342. The Association and Club failed to disclose that Association approval would be required for all property transfers in The Hamlet, which transfer shall not be approved unless the transferee applies for Club membership. Further, the Association and Club failed to disclose that the condition of the golf course and clubhouse were poor and, therefore, not fully operational despite the requirement of exorbitant dues and fees.

343. Prior to Plaintiff purchasing her home, Marie Mitchalk represented that Plaintiff did not have to be a golf member and could be a tennis/social member only and be able to enjoy the full amenities that the Club had to offer for a \$4,000.00 transfer fee and plus the annual dues for a tennis/social membership.

344. In addition, during Plaintiff's pre-purchase process, Ms. Mitchalk, as the Club's membership director, informed that the Club was in perfect condition, that no

renovations were being considered or were necessary and there would be no need for special assessments, that the Club's kitchen was recently redone, that the Club was in excellent financial health, that dues would not be going up anytime in the near future, and failed to disclose the existence of the Henley Lawsuit.

345. As set forth herein, the Association and Club made false statements regarding material facts in connection with Plaintiff and her ownership of her home in The Hamlet.

346. The Association and Club knew or should have known that the representations were false when made.

347. The Association and Club intended that the representations induce Plaintiff to act upon them and in fact purchase a parcel of real property within The Hamlet.

348. Plaintiff has suffered damages as a result of her justifiable reliance upon the representations by the Association and Club. As a direct and proximate result of the Association's and Club's misrepresentations to Plaintiff, Plaintiff has suffered damages including, but not limited to the increased and exorbitant membership dues, fees and assessments, the decrease in the value of her property, and from the inability to market for sale or lease her property.

WHEREFORE, Plaintiff demands judgment for damages against the Association and Club, jointly and severally, for an award of attorneys' fees and costs incurred herein, and for any further relief deemed proper.

COUNT XXVII

MISREPRESENTATION AGAINST THE ASSOCIATION AND CLUB BY PLAINTIFF, RONNIE BRENNER

Plaintiff, Ronnie Brenner adopts and incorporates paragraphs 1-78 and 89-100 above as

if more fully set forth herein.

349. Based upon the allegations set forth in paragraphs 69-79 and 89-95 above, the Association and Club and its representatives and agents made misrepresentations to Plaintiff during her pre-purchase process which led Plaintiff to close on the purchase of her home in The Hamlet including, but not limited to the failure to inform Plaintiff of the existence of the Amendment requiring mandatory membership in the Club, which Amendment does not subject all Hamlet residents and owners to such mandatory membership.

350. The Association and Club failed to disclose to Plaintiff that only buyers purchasing homes after December 5, 2002 would be subject to the mandatory Club membership.

351. The Association and Club failed to disclose that none of the owners who settled in the Henley Lawsuit, none of the owners who were grandfathered in as non-mandatory parcel owners, and none of the owners residing in the condominiums, who directly benefit from the existence of the Club, would be subject to the Amendment, despite being led to believe that The Hamlet is a mandatory club community.

352. The Association and Club intentionally withheld their knowledge and intentions of planned renovation projects of the Club, and that owners would be subject to raises in dues or the burden of special assessments to carry millions of dollars in Club loans.

353. The Association and Club failed to disclose that Association approval would be required for all property transfers in The Hamlet, which transfer shall not be approved unless the transferee applies for Club membership. Further, the Association and Club failed to disclose that the condition of the golf course and clubhouse were poor and,

therefore, not fully operational despite the requirement of exorbitant dues and fees.

354. In addition, during Plaintiff's pre-purchase process, Ms. Mitchalk, as the Club's membership director, informed that membership was mandatory for all owners, that the initiation fee was a one time charge that would be transferrable to any purchaser of her home, that the gate house was fully renovated, that the golf course and clubhouse were newly renovated and would not need work for many years to come, that the Club had a new roof, kitchen and air conditioner and that the dining room was recently updated, the Club was in perfect condition, that no renovations were being considered or were necessary and there would be no need for special assessments, that the Club's kitchen was recently redone, that the Club was in excellent financial health, that dues would not be going up anytime in the near future, and failed to disclose the existence of the Henley Lawsuit.

355. As set forth herein, the Association and Club made false statements regarding material facts in connection with Plaintiff and her ownership of her home in The Hamlet.

356. The Association and Club knew or should have known that the representations were false when made.

357. The Association and Club intended that the representations induce Plaintiff to act upon them and in fact purchase a parcel of real property within The Hamlet.

358. Plaintiff has suffered damages as a result of her justifiable reliance upon the representations by the Association and Club. As a direct and proximate result of the Association's and Club's misrepresentations to Plaintiff, Plaintiff has suffered damages including, but not limited to the increased and exorbitant membership dues, fees and assessments, the decrease in the value of her property, and from the inability to market for sale or lease her property.

WHEREFORE, Plaintiff demands judgment for damages against the Association and Club, jointly and severally, for an award of attorneys' fees and costs incurred herein, and for any further relief deemed proper.

COUNT XXVIII

MISREPRESENTATION AGAINST THE ASSOCIATION AND CLUB BY PETER AND LESLIE DAVIS

Plaintiffs, Peter and Leslie Davis adopt and incorporate paragraphs 1-78 and 89-100 above as if more fully set forth herein.

359. Based upon the allegations set forth in paragraphs 69-79 and 89-95 above, the Association and Club and its representatives and agents made misrepresentations to Plaintiffs during their pre-purchase process which led Plaintiffs to close on the purchase of their home in The Hamlet including, but not limited to the failure to inform Plaintiffs of the existence of the Amendment requiring mandatory membership in the Club, which Amendment does not subject all Hamlet residents and owners to such mandatory membership.

360. The Association and Club failed to disclose to Plaintiffs that only buyers purchasing homes after December 5, 2002 would be subject to the mandatory Club membership.

361. The Association and Club failed to disclose that none of the owners who settled in the Henley Lawsuit, none of the owners who were grandfathered in as non-mandatory parcel owners, and none of the owners residing in the condominiums, who directly benefit from the existence of the Club, would be subject to the Amendment, despite being led to believe that The Hamlet is a mandatory club community.

362. The Association and Club intentionally withheld their knowledge and

intentions of planned renovation projects of the Club, and that owners would be subject to raises in dues or the burden of special assessments to carry millions of dollars in Club loans. In fact, Marie Mitchalk, as the Club's membership director, during Plaintiffs' pre-purchase process prior to April 2003, informed that the Club was in perfect condition, that no renovations were being considered or were necessary and there would be no need for special assessments, that the Club's kitchen was recently redone, that the Club had a new roof, that the Club was in excellent financial health, that dues would "not be going up anytime in the near future," and failed to disclose the existence of the Henley Lawsuit.

363. The Association and Club failed to disclose that Association approval would be required for all property transfers in The Hamlet, which transfer shall not be approved unless the transferee applies for Club membership. Further, the Association and Club failed to disclose that the condition of the golf course and clubhouse were poor and, therefore, not fully operational despite the requirement of exorbitant dues and fees.

364. As set forth herein, the Association and Club made false statements regarding material facts in connection with Plaintiffs and the ownership of their home in The Hamlet.

365. The Association and Club knew or should have known that the representations were false when made.

366. The Association and Club intended that the representations induce Plaintiffs to act upon them and in fact purchase a parcel of real property within The Hamlet.

367. Plaintiffs have suffered damages as a result of her justifiable reliance upon the representations by the Association and Club. As a direct and proximate result of the Association's and Club's misrepresentations to Plaintiffs, Plaintiff have suffered damages

including, but not limited to the increased and exorbitant membership dues, fees and assessments, the decrease in the value of their property, and from the inability to market for sale or lease their property.

WHEREFORE, Plaintiffs demand judgment for damages against the Association and Club, jointly and severally, for an award of attorneys' fees and costs incurred herein, and for any further relief deemed proper.

COUNT XXIX

MISREPRESENTATION AGAINST THE ASSOCIATION AND CLUB BY PLAINTIFFS, CLIFF AND BETSY WEISNER

Plaintiffs, Cliff and Betsy Weisner adopt and incorporate paragraphs 1-78 and 89-100 above as if more fully set forth herein.

368. Based upon the allegations set forth in paragraphs 69-79 and 89-95 above, the Association and Club and its representatives and agents made misrepresentations to Plaintiffs during their pre-purchase process which led Plaintiffs to close on the purchase of their home in The Hamlet including, but not limited to the failure to inform Plaintiffs of the existence of the Amendment requiring mandatory membership in the Club, which Amendment does not subject all Hamlet residents and owners to such mandatory membership.

369. The Association and Club failed to disclose to Plaintiffs that only buyers purchasing homes after December 5, 2002 would be subject to the mandatory Club membership.

370. The Association and Club failed to disclose that none of the owners who settled in the Henley Lawsuit, none of the owners who were

grandfathered in as non-mandatory parcel owners, and none of the owners residing in the condominiums, who directly benefit from the existence of the Club, would be subject to the Amendment despite being led to believe that The Hamlet is a mandatory club community.

371. The Association and Club intentionally withheld their knowledge and intentions of planned renovation projects of the Club, and that owners would be subject to raises in dues or the burden of special assessments to carry millions of dollars in Club loans. In fact, Marie Mitchalk, as the Club's membership director, during Plaintiffs' pre-purchase process informed that the Club was in perfect condition, that no renovations were being considered or were necessary and there would be no need for special assessments, that the Club's kitchen was recently redone, that the Club had a new roof, that the Club was in excellent financial health, that dues would "not be going up anytime in the near future," and failed to disclose the existence of the Henley Lawsuit.

372. The Association and Club failed to disclose that Association approval would be required for all property transfers in The Hamlet, which transfer shall not be approved unless the transferee applies for Club membership. Further, the Association and Club failed to disclose that the condition of the golf course and clubhouse were poor and, therefore, not fully operational despite the requirement of exorbitant dues and fees.

373. As set forth herein, the Association and Club made false statements regarding material facts in connection with Plaintiffs and their ownership of their home in The Hamlet.

374. The Association and Club knew or should have known that the representations were false when made.

375. The Association and Club intended that the representations induce Plaintiffs to act upon them and in fact purchase a parcel of real property within The Hamlet.

376. Plaintiffs have suffered damages as a result of their justifiable reliance upon the representations by the Association and Club. As a direct and proximate result of the Association's and Club's misrepresentations to Plaintiffs, Plaintiff have suffered damages including, but not limited to the increased and exorbitant membership dues, fees and assessments, the decrease in the value of their property, and from the inability to market for sale or lease their property.

WHEREFORE, Plaintiffs demand judgment for damages against the Association and Club, jointly and severally, for an award of attorneys' fees and costs incurred herein, and for any further relief deemed proper.

COUNT XXX

MISREPRESENTATION AGAINST THE ASSOCIATION AND CLUB BY PLAINTIFF, MICHAEL POSNER

Plaintiff, Michael Posner adopts and incorporates paragraphs 1-78 and 89-100 above as if more fully set forth herein.

377. Based upon the allegations set forth in paragraphs 69-79 and 89-95 above, the Association and Club and its representatives and agents made misrepresentations to Plaintiff during his pre-purchase process which led Plaintiff to close on the purchase of his home in The Hamlet including, but not limited to the failure to inform Plaintiff of the existence of the Amendment requiring mandatory membership in the Club, which Amendment does not subject all Hamlet residents and owners to such mandatory membership.

378. The Association and Club failed to disclose to Plaintiff that only buyers

purchasing homes after December 5, 2002 would be subject to the mandatory Club membership.

379. The Association and Club failed to disclose that none of the owners who settled in the Henley Lawsuit, none of the owners who were grandfathered in as non-mandatory parcel owners, and none of the owners residing in the condominiums, who directly benefit from the existence of the Club, would be subject to the Amendment, despite being led to believe that The Hamlet is a mandatory club community.

380. The Association and Club intentionally withheld their knowledge and intentions of planned renovation projects of the Club, and that owners would be subject to raises in dues or the burden of special assessments to carry millions of dollars in Club loans.

381. The Association and Club failed to disclose that Association approval would be required for all property transfers in The Hamlet, which transfer shall not be approved unless the transferee applies for Club membership. Further, the Association and Club failed to disclose that the condition of the golf course and clubhouse were poor and, therefore, not fully operational despite the requirement of exorbitant dues and fees.

382. In addition, during Plaintiff's pre-purchase process, Ms. Mitchalk, as the Club's membership director, informed that membership was mandatory for all owners, that he must join the Club by December 31, 2002 or the initiation fee would increase from \$4,000.00 to \$40,000.00, that the initiation fee was a one time charge that would be transferrable to any purchaser of his home, that the gate house was fully renovated, that the golf course and clubhouse were newly renovated and would not need work for many years to come, that the Club had a new roof, kitchen and air conditioner and that the dining room was recently updated, the Club was in perfect condition, that no renovations were being considered or were

necessary and there would be no need for special assessments, that the Club's kitchen was recently redone, that the Club was in excellent financial health, that dues would not be going up anytime in the near future, and failed to disclose the existence of the Henley Lawsuit.

383. As set forth herein, the Association and Club made false statements regarding material facts in connection with Plaintiff and the ownership of his home in The Hamlet.

384. The Association and Club knew or should have known that the representations were false when made.

385. The Association and Club intended that the representations induce Plaintiff to act upon them and in fact purchase a parcel of real property within The Hamlet.

386. Plaintiff has suffered damages as a result of his justifiable reliance upon the representations by the Association and Club. As a direct and proximate result of the Association's and Club's misrepresentations to Plaintiff, Plaintiff has suffered damages including, but not limited to the increased and exorbitant membership dues, fees and assessments, the decrease in the value of his property, and from the inability to market for sale or lease his property.

WHEREFORE, Plaintiff demands judgment for damages against the Association and Club, jointly and severally, for an award of attorneys' fees and costs incurred herein, and for any further relief deemed proper.

COUNT XXXI

MISREPRESENTATION AGAINST THE ASSOCIATION AND CLUB BY PLAINTIFFS, DAVID SHERWOOD AND CAROL ANN READY

Plaintiffs, David Sherwood and Carol Ann Ready adopt and incorporate paragraphs 1-78 and 89-100 above as if more fully set forth herein.

387. Based upon the allegations set forth in paragraphs 69-79 and 89-95 above, the Association and Club and its representatives and agents made misrepresentations to Plaintiffs during their pre-purchase process which led Plaintiffs to close on the purchase of their home in The Hamlet including, but not limited to the failure to inform Plaintiffs of the existence of the Amendment requiring mandatory membership in the Club, which Amendment does not subject all Hamlet residents and owners to such mandatory membership.

388. The Association and Club failed to disclose to Plaintiffs that only buyers purchasing homes after December 5, 2002 would be subject to the mandatory Club membership.

389. The Association and Club failed to disclose that none of the owners who settled in the Henley Lawsuit, none of the owners who were grandfathered in as non-mandatory parcel owners, and none of the owners residing in the condominiums, who directly benefit from the existence of the Club, would be subject to the Amendment, despite being led to believe that The Hamlet is a mandatory club community.

390. The Association and Club intentionally withheld their knowledge and intentions of planned renovation projects of the Club, and that owners would be subject to raises in dues or the burden of special assessments to carry millions of dollars in Club loans. In fact, Cathy Weil and Marie Mitchalk, on behalf of the Club, informed during Plaintiffs' pre-purchase process informed that Club membership was mandatory for all owners, that the transfer fee was a one time fee of \$4,000.00, that the golf course was in perfect condition, that no renovations were being considered or were necessary and there would be no need for special assessments, that the Club's kitchen and bathrooms were recently redone, that the Club had a new roof, that the Club was in excellent financial health, that dues would "not be going up anytime in the near future," and failed to disclose the existence of the Henley

Lawsuit.

391. The Association and Club failed to disclose that Association approval would be required for all property transfers in The Hamlet, which transfer shall not be approved unless the transferee applies for Club membership. Further, the Association and Club failed to disclose that the condition of the golf course and clubhouse were poor and, therefore, not fully operational despite the requirement of exorbitant dues and fees.

392. As set forth herein, the Association and Club made false statements regarding material facts in connection with Plaintiffs and the ownership of their home in The Hamlet.

393. The Association and Club knew or should have known that the representations were false when made.

394. The Association and Club intended that the representations induce Plaintiffs to act upon them and in fact purchase a parcel of real property within The Hamlet.

395. Plaintiffs have suffered damages as a result of their justifiable reliance upon the representations by the Association and Club. As a direct and proximate result of the Association's and Club's misrepresentations to Plaintiffs, Plaintiffs have suffered damages including, but not limited to the increased and exorbitant membership dues, fees and assessments, the decrease in the value of their property, and from the inability to market for sale or lease their property.

WHEREFORE, Plaintiffs demand judgment for damages against the Association and Club, jointly and severally, for an award of attorneys' fees and costs incurred herein, and for any further relief deemed proper.

COUNT XXXII

MISREPRESENTATION AGAINST THE ASSOCIATION AND CLUB BY PLAINTIFFS, JAMES AND IVETTE ROHRBACH

Plaintiffs, James Rohrbach and Ivette Rohrbach adopts and incorporate paragraphs 1-78 and 89-100 above as if more fully set forth herein.

396. Based upon the allegations set forth in paragraphs 69-79 and 89-95 above, the Association and Club and its representatives and agents made misrepresentations to Plaintiffs during their pre-purchase process which led Plaintiff to close on the purchase of their home in The Hamlet including, but not limited to the failure to inform Plaintiffs of the existence of the Amendment requiring mandatory membership in the Club, which Amendment does not subject all Hamlet residents and owners to such mandatory membership.

397. With knowledge that the Association and Club were in financial ruins and in order to entice Plaintiffs to purchase in The Hamlet, Cathy Weil, as President of the Club, misrepresented to Plaintiff that the Club had just been renovated with a new kitchen, new roof, and that the golf course was in excellent condition. In addition, Mrs. Weil specifically advised that the Club dues would not increase, that the Club was financially sound and that there were no upcoming restoration projects that would require assessments against the Club members. Mrs. Weil incorrectly stated that the Club membership was mandatory for all Hamlet residents.

398. In addition, Marie Mitchalk, Hamlet Country Club Membership Director, represented to Plaintiffs that the Club was financially sound, that neither the Club nor the Association had future plans to specially assess owners for any reason, that the Club dues

would not be increasing, that the golf course was in excellent condition, and that there would be no construction that would disturb Plaintiffs' use and enjoyment of the Club's facilities.

399. Ms. Mitchalk represented to Plaintiffs that there were no pending lawsuits against The Hamlet. In addition, Ms. Mitchalk and Sandy Tobias represented that the Club had won a lawsuit challenging the Amendment, which was entirely false as the Henley Lawsuit was settled.

400. In addition, Ms. Mitchalk advised Plaintiffs that the Club membership dues would not increase for many years to come, that a significant amount of restoration work was performed at the Club, the initiation fee would not increase, that the golf course greens were guaranteed for life, and that the Club was financially secure.

401. Ms. Mitchalk, on behalf of the Association and Club, in order to induce Plaintiffs into purchasing at The Hamlet, falsely represented that all owners within The Hamlet were required to be members of the Club, either tennis/social or golf memberships. Ms. Mitchalk represented that all dues would remain the same for a minimum of five years and that only \$1,000.00 may be required of members in terms of assessments since all new renovations were recently performed.

402. The Association and Club failed to disclose to Plaintiffs that only buyers purchasing homes after December 5, 2002 would be subject to the mandatory Club membership.

403. The Association and Club failed to disclose that none of the owners who settled in the Henley Lawsuit, none of the owners grandfathered in as non-member homes, and none of the owners residing in the condominiums, who directly benefit from the existence of the Club, would be subject to the Amendment, despite being led to believe that The Hamlet is a mandatory club community.

404. The Association and Club intentionally withheld their knowledge and intentions of planned renovation projects of the Club, and that owners would be subject to raises in dues or the burden of special assessments to carry millions of dollars in Club loans. In addition, the Association and Club advised that the Club was in full operation, there would be no assessments, no increase in dues and all previously commenced renovations projected would be completed prior to Plaintiffs' purchase.

405. The Association and Club failed to disclose that Association approval would be required for all property transfers in The Hamlet, which transfer shall not be approved unless the transferee applies for Club membership. Further, the Association and Club failed to disclose that the condition of the golf course and clubhouse were poor and, therefore, not fully operational despite the requirement of exorbitant dues and fees.

406. As set forth herein, the Association and Club made false statements regarding material facts in connection with Plaintiffs and the purchase of their home in The Hamlet.

407. The Association and Club knew or should have known that the representations were false when made.

408. The Association and Club intended that the representations induce Plaintiffs to act upon them and in fact purchase a parcel of real property within The Hamlet.

409. Plaintiffs have suffered damages as a result of their justifiable reliance upon the representations by the Association and Club.

410. A direct and proximate result of the Association's and Club's misrepresentations to Plaintiffs, Plaintiffs have suffered damages including, but not limited to the increased and exorbitant membership dues, fees and assessments, the decrease in the value of their property, and from the inability to market for sale or lease their property.

WHEREFORE, Plaintiffs demand judgment for damages against the Association and Club, jointly and severally, for an award of attorneys' fees and costs incurred herein, and for any further relief deemed proper.

COUNT XXIII

MISREPRESENTATION AGAINST THE ASSOCIATION AND CLUB BY PLAINTIFFS, RICHARD AND DONNA CORBIN

Plaintiffs, Richard and Donna Corbin adopt and incorporate paragraphs 1-78 and 89-100 above as if more fully set forth herein.

411. Based upon the allegations set forth in paragraphs 69-79 and 89-95 above, the Association and Club and its representatives and agents made misrepresentations to Plaintiffs during their pre-purchase process which led Plaintiffs to close on the purchase of their home in The Hamlet including, but not limited to the failure to inform Plaintiffs of the existence of the Amendment requiring mandatory membership in the Club, which Amendment does not subject all Hamlet residents and owners to such mandatory membership.

412. With knowledge that the Association and Club were in financial ruins and in order to entice Plaintiffs to purchase in The Hamlet, Marie Mitchalk, as Membership Director of the Club, misrepresented to Plaintiffs that the Club had been renovated and that there would not be a need for special assessments. Ms. Mitchalk provided Plaintiffs with two Hamlet Herald magazines and articles referring to the club house and golf course renovations and improvements, and assured Plaintiffs that the Club had already approved and funded these renovations prior to Plaintiffs' purchase. In addition, Ms. Mitchalk specifically advised that the Club dues would not increase, that the Club was financially sound, that The Hamlet had a long standing history of being the standard by which other clubs strived to equal, and that

there were no upcoming restoration projects that would require assessments against the Club members. Plaintiffs were led to believe by Ms. Mitchalk that the burdens of mandatory Club membership would be upon all Hamlet residents.

413. Ms. Mitchalk represented to Plaintiffs that there were no pending lawsuits against The Hamlet, and failed to inform of the ramifications of the settlement in the Henley Lawsuit which exempted several owners from mandatory Club membership.

414. In addition, Ms. Mitchalk represented to Plaintiffs that they were fortunate to be eligible for membership at a reduced cost of \$4,000.00, described as a transfer fee, rather than a \$40,000.00 membership fee that would be implemented shortly thereafter. Ms. Mitchalk represented to Plaintiffs that this would provide additional equity leverage in their home.

415. Ms. Mitchalk, on behalf of the Association and Club, in order to induce Plaintiffs into purchasing at The Hamlet, falsely represented that all owners within The Hamlet were required to be members of the Club.

416. The Association and Club failed to disclose to Plaintiffs that only buyers purchasing homes after December 5, 2002 would be subject to the mandatory Club membership.

417. The Association and Club failed to disclose that none of the owners who settled in the Henley Lawsuit, none of the owners who were grandfathered in as non-mandatory parcel owners, and none of the owners residing in the condominiums, who directly benefit from the existence of the Club, would be subject to the Amendment, despite being led to believe that The Hamlet is a mandatory club community.

418. The Association and Club intentionally withheld their knowledge and intentions of planned renovation projects of the Club, and that owners would be subject to

raises in dues or the burden of special assessments to carry millions of dollars in Club loans. In addition, the Association and Club advised that the Club was in full operation, there would be no assessments, no increase in dues and all previously commenced renovations projected would be completed prior to Plaintiffs' purchase.

419. The Association and Club failed to disclose that Association approval would be required for all property transfers in The Hamlet, which transfer shall not be approved unless the transferee applies for Club membership. Further, the Association and Club failed to disclose that the condition of the golf course and clubhouse were poor and, therefore, not fully operational despite the requirement of exorbitant dues and fees.

420. Additionally, Ms. Mitchalk represented to Plaintiffs that the Association was actively involved in the beautification of The Hamlet community and that a committee was formed to oversee inspection, regulation and maintenance of the appearance of the homes. Despite these assurances, which gave Plaintiffs comfort with regard to the security of their investment in their home, Plaintiffs' neighbor's home (Judge Harold Berger) had been in a significant state of disrepair. For years, Plaintiffs have issued requests to the Association to correct the condition of their neighbor's home without success.

421. As set forth herein, the Association and Club made false statements regarding material facts in connection with Plaintiffs and the ownership of their home in The Hamlet.

422. The Association and Club knew or should have known that the representations were false when made.

423. The Association and Club intended that the representations induce Plaintiffs to act upon them and in fact purchase a parcel of real property within The Hamlet.

424. Plaintiffs have suffered damages as a result of their justifiable reliance upon the representations by the Association and Club. As a direct and proximate result of the Association's and Club's misrepresentations to Plaintiffs, Plaintiffs have suffered damages including, but not limited to the increased and exorbitant membership dues, fees and assessments, the decrease in the value of their property, and from the inability to market for sale or lease their property.

WHEREFORE, Plaintiffs demand judgment for damages against the Association and Club, jointly and severally, for an award of attorneys' fees and costs incurred herein, and for any further relief deemed proper.

COUNT XXXIV

SELECTIVE ENFORCEMENT AGAINST THE ASSOCIATION AND CLUB BY ALL PLAINTIFFS

Plaintiffs repeat and reallege paragraphs 1 through 424 above.

425. This is an action for selective enforcement against the Association and Club by all Plaintiffs.

426. The designed efforts by the Association and Club to pass the Amendment to require mandatory Club membership for selected but not all Hamlet owners was orchestrated due to the significant financial problems facing the Club, all of which were unknown to the post-Amendment Plaintiffs at the time of their purchase and none of which were represented to any of the Plaintiffs by the Association or Club when purchasing their respective parcels. By passing the Amendment, not only has the Association and Club chilled Plaintiffs' efforts to market and sell their homes to potential buyers due to the costs of mandatory Club membership on the transferee, but the Amendment serves to burden the Club's financial woes

upon selectively chosen, but not all owners in The Hamlet. The consequence of the enforcement of the Amendment is that Plaintiffs are among those owners who will be subjected to significant assessments, and barred from transferring their parcel to a buyer unless that buyer agrees to significant Club membership liabilities.

427. Since the recording of the Amendment, the Association and Club have consistently declared their intent to enforce the Amendment and, in fact, the Club has undertaken collection efforts against certain of the Plaintiffs via formal legal proceedings filed in Palm Beach County Circuit Court. The position of the Club is clear: ownership in The Hamlet mandates membership in the Club and the accompanying financial burdens upon the owners, but not the residents in the condominiums, the owners of parcels that have been “grandfathered in”, and the owners who commenced and settled a 2003 lawsuit against the Association in the case styled, *Henley v. Hamlet Residents Association, Inc.*, 15th Judicial Circuit, Palm Beach County, Florida, Case No. 2003CA00291 AN (the “Henley Lawsuit”), all of whom have been removed from the requirements of mandatory Club membership.

428. In addition, the Association unilaterally excluded from voting on the Amendment certain members owning condominium units, a direct violation of the Association’s governing documents which require the approval of 75% of all of the Association members. In creating HCCC, the Association eliminated the vote of all 134 Association members owning condominium units resulting in the ability of the Association to more easily garner passage of the Amendment. Certainly, there exists no provision in any of the Association's constituent documents affording it the right to circumvent its voting procedures and create a fictitious entity to amend a non-existent document, and to disenfranchise all condominium owners.

429. Plaintiffs steadfastly believe that the Amendment is void and unenforceable on the several grounds set forth in this Complaint. Plaintiffs seek injunctive relief against the enforcement of the Amendment due to the selective enforcement of the Amendment against some, but not all Hamlet residents despite the fact that the Amendment creates a mandatory Club community. To the degree the Amendment remains in effect, then Plaintiffs have and will continue to suffer irreparable harm and injury. In addition to the exorbitant dues, fees and assessments charged Plaintiffs as selected Club members, the Amendment has caused Plaintiffs injuries by creating a depreciation in their property values and by preventing their ability to market and sell their homes.

430. The Association and Club maintain the Amendment is valid and enforceable against all Plaintiffs. However, in enacting the Amendment, the HRA and Club are not enforcing the Amendment against several select owners within the Hamlet as follows:

a. All owners who settled in the Henley Lawsuit: these owners are not members and have been afforded the right to multiple transfers of their parcels, without restriction or a fee, before the home will be required to be a member home. Approximately 33 homes fall into this category;

b. All owners in the Condominiums: these non-mandatory parcels have the right to join or not; these owners may join and resign without restriction. Further, these owners may sell to any purchaser, member or non-member. These owners benefit directly from the Club as the condominiums are located on the golf course. There are 134 condominiums;

c. The homes that have been grandfathered in: homeowners who lived in The Hamlet prior to the enactment of the Amendment that have been afforded the right not to join the Club. When they sell their home, they must sell to a buyer who will join the Club.

Approximately 20 owners fall under this category; and

d. Membership Class-Golf or Sports: originally, owners were to join as golf or tennis/social members. Recently, the tennis/social membership was converted to a sports membership.

It should be noted that there existed a two year resignation clause that allowed members to resign if they could not sell their home for two years. The Association and Club voted to delete this two year resignation offering which was abolished in or about October, 2007.

431. Of the 444 parcel owners in The Hamlet, there are only 254 Club members.

432. Given that the Amendment was to enforce mandatory membership for all owners within the Hamlet, the Association and Club have selectively enforced the Amendment against some, but not all of the owners to the detriment of the Plaintiffs. Given that many of the owners are not being subjected to mandatory Club membership, Plaintiffs are being forced and obligated to pay exorbitant fees and dues assessed against them to carry the difference from those owners who are not contributing to the costs.

433. As a result of the selective enforcement, and the unreasonableness of the enforcement of the Amendment, Plaintiffs have suffered damages and will continue to suffer damages until the Amendment is deemed invalid and void.

WHEREFORE, Plaintiffs request that this Court enter an Order for damages based upon the selective enforcement of the Amendment against the Association and Club, for an order determining the Amendment invalid and unenforceable, for an award of Plaintiffs' attorneys' fees and costs, and for any further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury of all matters triable as of right by jury.

DATED this ____ day of July, 2008.

PHILLIPS, CANTOR & BERLOWITZ, P.A.
Attorneys for Plaintiffs
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Hollywood, Florida 33021
Telephone: (954) 966-1820
Facsimile: (954) 414-9309

By: _____
Jeffrey S. Berlowitz, Esquire
Florida Bar No. 963739

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via U.S. Mail this ____ day of July, 2007 to: Michael Hyman, Esq. and Anthony Garrett, Esq., Hyman, Spector & Mars, LLP, 150 West Flagler Street, Suite 2701, Miami, Florida 33130; Barry M. Silver, Esq., 1200 South Rogers Circle, Suite 8, Boca Raton, Florida 33487 and Joel D. Kenwood, Esq., Sachs & Sax, P.A., 301 Yamato Road, Suite 4150, Boca Raton, Florida 33431.

By: _____
Jeffrey S. Berlowitz, Esq.