

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT, IN AND FOR PALM
BEACH COUNTY, FLORIDA

CASE NO.

MANFRED BRECKER,

Plaintiff,

vs.

DELAIRE COUNTRY CLUB, INC., a not-for-
profit Florida corporation, BARBARA LURIE,
individually, and IRA MAGOD, individually,

Defendant.

/

COMPLAINT

Plaintiff MANFRED BRECKER (“Brecker”) sues Defendants, DELAIRE COUNTRY CLUB, INC. (the “Club”), BARBARA LURIE (“Lurie”), and IRA MAGOD (“Magod”), and states the following:

PARTIES, JURISDICTION AND VENUE

1. This Court has jurisdiction pursuant to Fla. Stat., § 26.012, as Plaintiff’s damages exceed \$15,000.00, exclusive of costs, interest, and attorney’s fees.

2. Venue is proper in this Court pursuant to Chapter 47, Florida Statutes because (a) the causes of action accrued in Palm Beach County, Florida; (b) the Club’s principal office is located in Palm Beach County, Florida; (c) the governing documents at issue were executed in Palm Beach County, Florida.

3. Plaintiff, MANFRED BRECKER (“Mr. Brecker”), is a 90-year old member of the Delaire Country Club, Inc. in Palm Beach County, Florida, a resident of Palm Beach County, Florida, and is otherwise *sui juris*.

4. Defendant, BARBARA LURIE, is a member of the Delaire Country Club, Inc. in Palm Beach County, Florida, a resident of Palm Beach County, Florida, and is otherwise *sui juris*.

5. Defendant, IRA MAGOD, is a member of the Delaire Country Club, Inc. in Palm Beach County, Florida, a resident of Palm Beach County, Florida, and is otherwise *sui juris*.

6. Defendant, DELAIRE COUNTRY CLUB, INC., is a Florida corporation with its principal place of business in Palm Beach County, does business in Palm Beach County, and otherwise is within the jurisdiction of this Court.

7. This Court has jurisdiction pursuant to Fla. Stat., § 26.012.

8. All conditions precedent to bringing this action have occurred, been waived, or otherwise been satisfied.

FACTS

9. The Club is an independent corporate entity of the Delaire real estate development community, located in Delray Beach, Florida. The nature and purpose of the Club is to own and operate a private country club for the recreation, pleasure and benefit of its members.

10. The Club was formed and exists for the purposes set forth in the Restated By-Laws of Delaire Country Club, Inc., revised March 11, 2018 (the “By-Laws”) and the Fifth Amended and Restated Articles of Incorporation of Delaire Country Club, Inc. (the “Articles”), and is controlled by the Board of Governors. A copy of the By-Laws is attached at **Exhibit “1.”**

11. The Club is a mandatory membership community, meaning that if you own real property within the Delaire community, you must belong to the Club and pay all dues and assessments.

12. Article XII of the By-Laws sets forth the disciplinary procedures that the Defendants are able to utilize against its members, including but not limited to, Mr. Brecker.

13. Specifically, an aggrieved member can submit a written complaint to the Club's grievance committee (the "Grievance Committee") identifying misconduct that, in the opinion of the Grievance Committee, endangers the welfare, safety, harmony, decorum or good reputation of the Club or otherwise interferes with the pleasant, friendly and congenial social relationships between members.

14. Up until just recently, the Club has taken the official position that the Grievance Committee "only has jurisdiction over disputes between members that occur on Club or POA property or at events outside the confines of Delaire that are sponsored by the Club."

15. In the event the Grievance Committee determines that the facts alleged in the complaint are sufficient, a hearing is held before a quorum of the Grievance Committee.

16. Lurie is a current member of the Grievance Committee, and Magod is a past President of the Club.

17. Since January of 2015, Defendant's Grievance Committee has set numerous grievance complaints against Mr. Brecker for hearing, in retaliation for Mr. Brecker voicing his opinions about the Club in a variety of forums, including but not limited to, on a blog on his website (www.delairegovernance.com) (the "Website").

18. The Website is an informative website about the current events at the Club, and Mr. Brecker's opinions about certain positions and actions taken by the Club.

19. On June 23, 2017, the Club's President, Curtis J. Karpel, brought a grievance complaint (which was his second grievance complaint) against Mr. Brecker, for two reasons: (a) content on the Website; and (b) Mr. Brecker's small claims lawsuit against the Club after the

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Club failed to comply with a statutory request for records.

20. Despite numerous procedural, jurisdictional and substantive deficiencies, on July 26, 2017, the Grievance Committee recommended a full one-year suspension against Mr. Brecker, which is the maximum penalty that can be levied, and which based upon information and belief has never been levied against anyone else.

21. Not even two weeks later, on August 8, 2017, the Club brought a complaint against Mr. Brecker regarding his use of the domain name (www.delairegovernance.com) in the World Intellectual Property Organization Arbitration and Mediation Center (WIPO).

22. The Club ultimately lost the WIPO case against Mr. Brecker, as it was determined that Mr. Brecker was free to use the domain name (www.delairegovernance.com).

23. Although Mr. Brecker appealed his suspension to the Club's Board of Governors, the one-year suspension of all membership privileges was ultimately affirmed and went into effect on September 13, 2017.

24. Due to said suspension and the impropriety of the Grievance Committees procedures, Mr. Brecker initiated a lawsuit styled *Manfred Brecker v. Delaire Country Club, Inc.*, Case No. 50 2017 CA 010245 XXXX MB AD in the 15th judicial circuit in and for Palm Beach County, Florida (the "Litigation"). The Litigation is still pending.

25. On September 6, 2018, Club President, Mark Zucker, sent a letter to Mr. Brecker regarding the impending expiration of Mr. Brecker's suspension. In pertinent part, Mr. Zucker's letter states the following:

As I'm sure you know, the one-year suspension that was imposed upon you by the Delaire Grievance Committee, in part for the harmful material posted on your website, *delairegovernance.com*, will expire on September 13, 2018.

* * *

You have made no secret of your disagreements with the Club, the Board and others over Club management and operational decisions. I hope, however, that you have come to realize that there are certain standards of conduct that apply to all members which are reasonable and necessary and must be enforced to preserve the peace, tranquility and harmony among the Club's members and to protect the goodwill, character and reputation of the Club and its members. While constructive criticism, suggestions and/or recommendations are always welcome, actions taken that are clearly intended to simply disparage and impugn the good character and reputation of Board Members, Staff Members and/or the Club or that promote divisiveness and disharmony among Club members cannot be permitted in private social/recreational clubs like Delaire.

You have a right to maintain a website that contains responsible content concerning the Club and the Delaire community. However, much of the content that remains on the *delairegovernance.com* website, including but not limited to posts that make unfounded and false accusations against Board Members of criminal conduct (e.g., forgery or perjury), corruption and collusion to harm the Club's Members are inimical to the well-being of the Club and its membership. If you wish to remain a Club Member in good standing with full rights and privileges, you are urged to review your website and remove all content that includes unfounded and false accusations and insults against Board Members, staff members and the Club, all of which are improper and which endanger the welfare, safety, congeniality and good reputation of the Club and its members. As a gesture of the Club's good faith and its desire to welcome you back into the fold as a Club Member in good standing, without holding any grudges or ill will for past actions you have taken, the Club will grant you until September 30, 2018 to give you a reasonable opportunity to remove such content from the website that is clearly harmful to the Club and the membership. This safe harbor will not protect you from grievance complaints arising from e-mails or new postings on the website which are sent or posted after the date of this letter. If you have any questions about whether a particular existing posting is or is not offensive (and potentially could lead to a grievance complaint), I'm happy to discuss it with you.

If you choose not to cure your continuing misconduct by removing accusatory, pejorative and insulting content from the *delairegovernance.com* website by midnight September 30, 2018, a grievance complaint(s) may be filed against you for content that remains on the *delairegovernance.com* website which may result in you being subject to disciplinary action by the Grievance Committee under Article XII of the Bylaws.

A copy of said correspondence is attached as **Exhibit "2."**

26. On September 28, 2018, Mr. Brecker's counsel responded to Mr. Zucker's September 6, 2018 correspondence, by writing to the Club's counsel:

Mr. Brecker and I are pleased that Delaire recognizes in its letter that Mr. Brecker has the right to maintain a website concerning the Club and the Delaire community. However, Mr. Brecker and I are not sure of which content Delaire considers to fall within its definition of "misconduct" as mentioned in the Club By-Laws.

Please provide a list of each website page which Delaire deems to fall within its "misconduct" definition. Indeed, the threat of another grievance without specifically identifying each page is unfair and unreasonable.

A copy of said correspondence is attached as **Exhibit "3."**

27. To date, neither the Club, nor its counsel, has responded to said request or otherwise identified the objectionable content on the Website.

28. On February 19, 2019, Lurie, Magod, and three other members of the Club (Melvin Katz, Curtis J. Karpel, and Wayne Feinberg) filed a new grievance against Mr. Brecker. In pertinent part the grievance made the following complaint,

This complaint is being made individually by Wayne Feinberg, Curtis Karpel, Melvin Katz, Dr. Barbara Lurie and Ira (Buddy) Magod, who join so as to have one complaint as Mr. Brecker elected to name each of the complainants within one statement on his website.

* * *

Mr. Brecker maintains, supports and operates a website, www.delairegovernance.com. In a posting on his website, Mr. Brecker identified your five Complainants as "perverts". The exact language on the site is "... LIES BY THE PERVERTS SUCH AS FEINBERG, MAGOD, KARPEL, KATZ, LURIE"

* * *

Mr. Brecker pays for, publishes and determines the content of all material contained with his website, "delairegovernance.com". When publishing the information contained within his website, Mr. Brecker did so with malice and bad faith. The site when describing the Complainants is not fair use of his website but rather an act of "bad faith" to the Complainants. The respondent has harmed the

Complainants' integrity and standing in the community without justification.

* * *

Mr. Brecker, by his (in)actions, deserves to have his activities in this regard sanctioned as a grievable [sic] matter by the Grievance Committee.

A copy of said correspondence is attached as **Exhibit "4."**

29. On February 25, 2019, Ms. Singer sent a letter to Lurie, Magod, and the three other members of the Club (Melvin Katz, Curtis J. Karpel, and Wayne Feinberg), on behalf of the Grievance Committee, which succinctly states that "[t]he Grievance Committee met on February 22 regarding your correspondence dated February 19, 2019 and determined that the complaint does not rise to the level of a Grievance." A copy of said correspondence is attached as **Exhibit "5."**

30. Despite the unequivocal statement that "the complaint does not rise to the level of a Grievance," on March 4, 2019, Lurie sent a letter to the Chair of the Grievance Committee, Judith Singer, renewing her February 19, 2019 grievance against Mr. Brecker (the "Lurie Grievance"). A copy of said correspondence is attached as **Exhibit "6."**

31. In pertinent part, the Lurie Grievance states the following:

Mr. Brecker, over a period of time and continuing to date, maintains, supports and operates a website (www.delairegovernance.com), for which he has total control of its content. Since its creation approximately one year ago, numerous statements and comments by Mr. Brecker, and from others for whom he has provided a platform, have been posted on this site. Many of these have been false, harmful and inflammatory to the club and to certain of its members.

The comments about me are an attack on my character. The continuation of this website is an act of misconduct. Mr. Brecker has been asked on several occasions to take down the website, but has refused to do so.

I have included in this complaint highlighted examples of the derogatory postings found in Mr. Brecker's website (see enclosed).

Id.

32. The attachment enclosed with the Lurie Grievance is a printout from the blog portion of Mr. Brecker's website that has the following highlighted comments: "I add my self [sic] to the list of admirers. The bagel room is full of stories about him. Lies [sic] by the perverts such as Feinberg Magod Karpel Katz Lurie all Putzes. He is my hero he shows them-up and the Board and they fear him for his accomplishments to date." *Id.*

33. The very next day (March 5, 2019), Magod followed suit and sent a letter to the Chair of the Grievance Committee, Judith Singer, renewing his February 19, 2019 grievance against Mr. Brecker (the "Magod Grievance"). A copy of said correspondence is attached as **Exhibit "7."**

34. In pertinent part, the Magod Grievance states the following:

Mr. Brecker, over a period of time and continuing to date, maintains, supports and operates a website, www.delairegovernance.com. Since its creation approximately one year ago, numerous statements and/or comments by Mr. Brecker have been posted on that site which were false and/or harmful to the Club and/or certain of its members.

In certain instances, statements have been posted by Mr. Brecker which have been used as a forum to detail certain defamatory, degrading and/or negative remarks about the Club and/or certain of its members, i.e.: "Lies by the perverts such as Feinberg Magod Karpel Katz Lurie". He was asked to take down this statement but refused. The real purpose of this website is to adversely affect the Club and/or its members.

I believe that everyday the website is operating serves as a continuing act of misconduct on Mr. Brecker's part.

Attempts have been made in the past to have Mr. Brecker take down and close his website, but he refuses to do so and the site continues to present incorrect and/or false information.

Id.

35. Despite the Grievance Committee's prior proclamation that the language complained of "does not rise to the level of a Grievance," on March 8, 2019, Ms. Singer sent a letter to Mr. Brecker, on behalf of the Grievance Committee, which enclosed the Lurie Grievance and the Magod Grievance and advised Mr. Brecker that "[t]he Grievance Committee met on March 8 and determined that the complaints rise to the level of grievances" and that a hearing was being scheduled to adjudicate the matter. A copy of said correspondence is attached as **Exhibit "8."**

COUNT I
CONSPIRACY BY COERCION

36. Plaintiff incorporates herein by reference paragraphs 1 through 35 of this Complaint.

37. The Defendants have three goals: (a) silence Mr. Brecker; (b) have him terminate the Website; and (c) settle the Litigation.

38. Unable to achieve their respective goals individually, the Defendants have willfully and maliciously conspired to achieve said goals.

39. Together, the Defendants wield a peculiar power of coercion by virtue of their combination, which power they do not possess individually.

40. Individually, the Defendants cannot file grievances, agree to hear grievances, adjudicate grievances, and render punishments thereon.

41. Collectively, they can not only do all of these things, they can also guaranty the result of banishing Mr. Brecker from the Club, yet still require him to pay all dues and assessments.

42. Such conduct amounts to coercion through numbers and economic influence.

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43. The Defendants' efforts have damaged, and will continue to damage, Mr. Brecker, until said conspiracy is terminated.

WHEREFORE, Mr. Brecker prays this Court will award him compensatory damages on all of Mr. Brecker's quantifiable damages; award attorney's fees and costs in accordance with Article XIII(4) of the By-Laws as well as Florida law; and grant such other and further relief as this Court deems appropriate.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues so triable.

Dated this 15th day of March, 2019.

Respectfully submitted,

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EXHIBIT “1”

**RESTATED BY-LAWS
DELAIRE COUNTRY CLUB, INC.
A NOT-FOR-PROFIT FLORIDA CORPORATION
(Revised March 11, 2018)**

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**RESTATED BY-LAWS
DELAIRE COUNTRY CLUB, INC.
A NOT-FOR-PROFIT FLORIDA CORPORATION
(Revised March 11, 2018)**

**ARTICLE I
Purpose of the Club**

1. Nature and Purpose

The nature and purpose of Delaire Country Club, Inc. (the “Club”) is to own and operate a private country club for the pleasure, recreation and benefit of its members.

2. Logo

The logo of the Club shall be of a style and design as approved by the Board of Governors (the “Board”).

3. Gender Neutrality

To achieve gender neutrality, the pronoun “their” is used throughout these By-Laws and shall be construed to mean masculine or feminine, singular or plural, wherever the context so requires.

**ARTICLE II
Members Meetings and Voting**

1. Members Meetings

A. Annual Meeting of the Members

An annual meeting of the members (“Annual Meeting”) shall be held for the purpose of conducting annual elections for the Board and Nominating Committee and other business matters to be voted upon by the memberships, receiving reports of officers of the Club (“Officers”) and others, and for such other business as may properly be brought before the Annual Meeting.

B. Date and Place of Annual Meeting

The Annual Meeting shall be held on a Sunday during the month of March as determined by the Board. The Annual Meeting shall be called to order at 12:00 p.m., local time, at the clubhouse.

C. Special Meetings of the Members

Special meetings of the members ("Special Meetings") may be called by the President of the Club ("President"), a majority of the Board or upon the written request submitted to the President of fifteen percent (15%) or more of the memberships then eligible to vote. The written request shall state the purpose(s) for which the Special Meeting is requested. If not called by the President, the President shall call a Special Meeting within thirty (30) days of the notification by the Board or the date of receipt of the written request by the memberships. Notices of any Special Meeting shall contain a statement of the purpose(s) for which such Special Meeting is called, and no other business shall be transacted at that Special Meeting.

D. Notices

Members shall be given not less than ten (10) days prior notice by mail or, if requested by the member, in electronic form stating the time, place, and purpose(s) of any meeting of the members. Notice of any such meeting shall be posted in the clubhouse on or about the date that it is sent to the members. Notices sent to a member shall be addressed to the member at the member's address or email address as shown in the official records of the Club on the date of the mailing.

E. Record Date

The record date for determining the memberships that are eligible to vote ("Eligible Memberships") is the date of the meeting at which the results of the vote are announced.

2. Voting, Elections and Inspectors

A. Voting and Quorum

1. There shall be one vote per membership.
2. There shall be no cumulative voting and no pre-emptive rights.
3. All membership votes shall be conducted by the use of a proxy and a ballot. The Secretary of the Club ("Secretary") shall be authorized as the proxy for memberships and shall be required to vote in accordance with members' instructions on ballots (whether designated or abstained) for all elections and other matters being voted upon.
4. Voting shall be conducted utilizing a qualified independent outside voting service ("Voting Service") selected by the Board. The Club shall not accept delivery of manually completed proxies or ballots, which, if used, shall be sent directly to the Voting Service through a governmental postal service. Electronic and/or telephonic voting may also be offered, as determined by the Board, to all Eligible Memberships using a secure system administered by the Voting Service. If

electronic and/or telephonic voting is permitted, members, nevertheless, may request that the Voting Service mail proxies and ballots to them to be returned by mail directly to the Voting Service.

5. The Voting Service shall accept mailed proxies and ballots received by the close of business two (2) days prior to the date of the meeting of the members at which the results of the vote are to be announced. The Voting Service shall send periodic voting reminders to all Eligible Memberships that have not yet returned their proxy and ballot prior to the close of any vote as often as instructed by the Secretary or General Manager of the Club (“General Manager”).
6. Voting by electronic or telephonic proxies and ballots, if determined by the Board, shall be permitted at all meetings of the members during the first hour of such meeting either in person from the meeting site or from another location. The announcement of the results of such voting shall commence approximately two hours after the close of voting.
7. The presence in person or by proxy, of fifty percent (50%) of the Eligible Memberships shall constitute a quorum at any meeting of the members.
8. For votes on matters other than elections, a majority of the votes cast at a meeting of the members at which a quorum is present is necessary for approval of any action unless the Articles of Incorporation or the By-Laws require a greater percentage. Elections of Board and Nominating Committee members shall be determined by plurality of the votes cast and shall be effective even if a quorum is not obtained at the Annual Meeting.

B. Elections and Ballots

1. The Secretary shall prepare the proxy, ballot and voting instructions for all matters to be determined by votes of the Eligible Memberships.
2. The Club shall provide the Voting Service with the official voter list of Eligible Memberships (“Eligible Membership Voter List”).
3. The Secretary shall prepare the ballot for the election of the Board and Nominating Committee members, which shall include the names of all members who have been nominated or self-nominated. The ballot shall indicate which nominees have been nominated by the Nominating Committee. The names of the nominees for the Board and of the nominees for the Nominating Committee shall be listed on the ballot in an order determined by a blind draw conducted under the supervision of the Secretary.
4. Any ballot, which does not cast a vote for each vacancy on the Board and for five (5) nominees for the Nominating Committee, shall be void and shall not be tallied as it relates to an election.

5. Those candidates who receive the highest number of votes cast for the Board and the Nominating Committee shall be elected to fill the vacancies on the Board and the five (5) Nominating Committee positions, respectively.

C. Voting Service

The Voting Service shall ensure that:

1. Votes cast by memberships are in accordance with each membership's instructions. Voter decisions are secret. Information regarding individual voter decisions and which memberships have or have not voted shall not be shared outside of the Voting Service.
2. Memberships on the Eligible Membership Voter List are sent a proxy, ballot and voting instructions from the Voting Service in the manner requested.
3. No votes other than those made by memberships on the Eligible Membership Voter List shall be included in the results of the vote.
4. Only a membership's final vote cast is included in the results of the vote. All previous votes cast by a membership shall not be included in the results of the vote.
5. A letter is issued to the Secretary documenting proxies and ballots used for each membership vote and the related final vote totals.
6. Its procedures are certified by a qualified entity independent of the Voting Service.

D. Inspectors

At least two (2) weeks before the Club submits the Eligible Membership Voter List, proxies, ballots and voting instructions to the Voting Service for a vote of the Eligible Memberships, the Chair of the Nominating Committee shall appoint at least three (3) Equity Members with full rights and privileges who are in good standing to serve as inspectors ("Inspectors"). In case any Inspector is unable or unwilling to perform their responsibilities, the vacancy shall be filled by appointment made by the Chair of the Nominating Committee. Inspectors may not be current Board or Nominating Committee members, nominees for the Board or the Nominating Committee or their spouses or Significant Others. The duties of the Inspectors shall include: performing a review to determine that the Club's process for preparing and updating the Eligible Membership Voter List is followed and reviewing the Secretary's determinations as to the results of matters voted upon and the existence of a quorum. Inspectors may consult with the Chair

of the Legal and By-Laws Committee or the Secretary, as applicable, should any questions arise in the performance of their duties.

ARTICLE III

Board of Governors and Nominating Committee

1. Board of Governors

A. Number of Governors and Qualifications

1. The Board shall consist of nine (9) Equity Members with full rights and privileges who are in good standing ("Governors"). Governors shall be elected to serve for a term of three (3) years and each Governor shall have a single vote on matters brought before the Board.
2. The immediate two (2) past Presidents of the Club ("Past Presidents") shall attend all meetings of the Board in an ex-officio capacity and shall not be entitled to vote or count toward a quorum of the Board. If either or both Past President are unable or unwilling to serve or are presently serving as elected Governors, the President, with the majority approval of the Governors, may appoint any Past President to attend meetings of the Board as a replacement. The current president of the Delaire Country Club Property Owners' Association, Inc. ("Delaire Property Owners' Association") or their designee and the General Manager may be invited to attend meetings of the Board.
3. It is intended that three (3) Governors shall be elected each year to serve a term of three (3) years. Governors shall also be elected each year to serve the unexpired term of any Governor who ceases to serve.
4. At each Annual Meeting, the results of the election of Governors shall be announced. The terms of the elected Governors shall commence at the conclusion of the Annual Meeting at which their election is announced and shall continue until the conclusion of the Annual Meeting at which the term for which they were elected expires.
5. Governors may serve for no more than two (2) consecutive three (3) year terms, excluding any unexpired term to which they may have been appointed or elected.
6. If a Governor shall list, advertise for sale, or enter into a contract to sell, such Governor's Delaire property, such Governor shall automatically and conclusively be deemed to have resigned from the Board, unless such Governor notifies the Secretary in writing, with a copy to the General Manager, of such Governor's intent to purchase another Delaire property

or become a Non-Resident Equity Member. If the Governor has a spouse living at the Delaire property so listed or under contract, the spouse shall also sign such notice of intent.

B. Nominations

1. To be eligible to submit an application to the Nominating Committee for election as a Governor, a member shall have served at least one (1) full year term on two (2) committees prior to the year in which they apply for nomination. Serving on the Delaire Property Owners' Association Board of Directors for a full year qualifies for one (1) of the two (2) committee service requirements. The two (2) years of committee service shall be in different years.
2. Applications shall be submitted to the Nominating Committee by no later than November 10, which is the beginning of the annual election cycle. The annual election cycle shall end on the date of the Annual Meeting in the following year.
3. The Nominating Committee shall interview all members who submitted an application to be a candidate for election as a Governor by no later than December 10.
4. The Nominating Committee shall annually nominate all candidates that the Nominating Committee determines to possess the necessary attributes to serve as a Governor, up to a total of six (6) candidates for the three (3) expiring Governor terms. If there are additional vacancies, the Nominating Committee shall nominate up to two (2) candidates possessing the same necessary attributes for each additional vacancy. The Nominating Committee may adopt ad hoc rules not inconsistent with these By-Laws for the conduct of its business.
5. Candidates shall obtain at least four (4) affirmative votes of Nominating Committee members to become nominated.
6. The Nominating Committee's nominations shall be filed with the Secretary by no later than December 20. The Secretary shall notify the members who submitted an application as to whether or not they have been nominated by no later than December 24.
7. If a member is qualified to be elected as a Governor, has timely submitted an application to the Nominating Committee, and has been interviewed pursuant to these By-Laws, but was not nominated by the Nominating Committee, such member may self-nominate and be placed on the ballot. To self-nominate, the member shall submit a letter of intent to the Chair of the Nominating Committee by no later than January 5.

8. The Chair of the Nominating Committee or their designee shall review the member's letter of intent and confirm compliance with the committee service and application requirements pursuant to these By-Laws and, if the requirements shall have been met, shall file such compliance with the Secretary who shall notify the member of acceptance of self-nomination by no later than January 8.
9. The names of the nominated and self-nominated candidates to serve as Governors shall be posted in the clubhouse by no later than January 10.
10. The Nominating Committee shall hold a "Candidates Day" by no later than January 20.
11. A proxy and a ballot containing the names of all candidates will be sent to Eligible Memberships by no later than January 31.
12. Governors shall be elected for a term of three (3) years. The three (3) candidates who receive the highest number of votes cast shall be elected to fill the three (3) expiring Governor terms on the Board. If it is required that additional candidates be elected to fill unexpired Governor terms due to vacancies, the candidates who receive the next highest number of votes cast shall be elected to fill such vacancies.

2. Nominating Committee

A. Number of Nominating Committee Members and Qualifications

1. The Nominating Committee shall consist of seven (7) Equity Members with full rights and privileges in good standing, two (2) of whom shall be Governors.
2. Each year, the President, no later than forty-five (45) days after the new Officers are elected, shall present to the Secretary the names of two (2) Governors who have been selected, with the majority approval of the Governors, to serve as Nominating Committee members for that year.
3. At each Annual Meeting, the results of the election of five (5) members to the Nominating Committee shall be announced. The term of the Nominating Committee members shall commence at the conclusion of the Annual Meeting at which their election is announced and shall continue until the conclusion of the Annual Meeting at which time the term for which they were elected expires.
4. No member of the Nominating Committee or their spouse or Significant Other shall be nominated as a candidate to serve as a Governor or as a Nominating Committee member for the following year.

5. Nominating Committee members shall serve for a term of one (1) year or until their successors are elected.
6. Within two (2) weeks after the two (2) Governors have been appointed to serve as Nominating Committee members, the Nominating Committee shall meet and elect its Chair, and within one (1) week thereafter, report their selection to the Secretary. If the Nominating Committee fails to elect a Chair, the President shall appoint one from among the elected Nominating Committee members.

B. Nominations

1. To be eligible to submit an application to serve on the Nominating Committee, a member shall have served at least one (1) full year term on two (2) committees prior to the year in which they apply for nomination. Serving on the Delaire Property Owners' Association Board of Directors for a full year qualifies for one (1) of the two (2) years of committee service requirements. The two (2) years of committee service shall be in different years.
2. Applications shall be submitted to the current Nominating Committee by no later than November 10, which is the beginning of the annual election cycle. The annual election cycle shall end on the date of the Annual Meeting in the following year.
3. The Nominating Committee shall interview all members who submitted an application to be a candidate for election as a Nominating Committee member by no later than December 10.
4. The Nominating Committee shall annually nominate all candidates that the Nominating Committee determines to possess the necessary attributes to serve as a Nominating Committee member, up to a total of eight (8) who are not on the Board or the Nominating Committee for the five (5) openings on the Nominating Committee for the following year. The Nominating Committee may adopt ad hoc rules not inconsistent with these By-Laws for the conduct of its business.
5. Candidates shall obtain at least four (4) affirmative votes of the Nominating Committee members to become nominated.
6. The Nominating Committee's nominations shall be filed with the Secretary by no later than December 20. The Secretary shall notify members who submitted an application as to whether or not they have been nominated by no later than December 24.

7. If a member is qualified to be elected to the Nominating Committee, has timely submitted an application and has been interviewed pursuant to these By-Laws, but was not nominated by the Nominating Committee, such member may self-nominate and be placed on the ballot. To self-nominate, the member shall submit a letter of intent to the Chair of the Nominating Committee by no later than January 5.
8. The Chair of the Nominating Committee or their designee shall review the member's letter of intent and confirm compliance with the committee service and application requirements pursuant to these By-Laws and, if the requirements shall have been met, shall file such compliance with the Secretary who shall notify the member of acceptance of self-nomination by no later than January 8.
9. The names of the nominated and self-nominated candidates to serve on the Nominating Committee shall be posted in the clubhouse by no later than January 10.
10. The Nominating Committee shall hold a "Candidates Day" by no later than January 20.
11. A proxy and a ballot containing the names of all candidates will be sent to Eligible Memberships by no later than January 31.

3. Filling of Vacancies

If there is a vacancy for any reason of a Governor or a Nominating Committee member, the President shall appoint, with the majority approval of the Governors, an Equity Member with full rights and privileges in good standing to fill the vacancy until the next Annual Meeting at which time a successor shall be elected to serve the remainder of the unexpired term. Only members who were nominated by the Nominating Committee pursuant to these By-Laws in the most recently completed election cycle may be appointed to fill a vacancy as a Governor or a Nominating Committee member. In the absence of any such eligible member, an Equity Member with full rights and privileges in good standing meeting the committee service requirements pursuant to these By-Laws may be appointed to fill a vacancy. An Equity Member appointed to be a Governor to fill a vacancy is considered to be an elected Governor pursuant to these By-Laws.

ARTICLE I V
Meetings of the Board of Governors

1. Initial Meeting of the Board of Governors

Within three (3) days after the Annual Meeting, the Board shall hold its initial meeting to elect the Officers and to consider any other matters as may be properly brought before the meeting.

2. Quorum

A majority of the Governors must be present at any meeting to constitute a quorum for the transaction of business.

3. Attendance

- A. The Board shall establish a schedule of regular Board meetings.
- B. Any or all Governors may participate in a regular or special meeting of the Board by attending the meeting in-person, via telephone, via videoconference or via any other means of communications by which all participating Governors can simultaneously hear and speak to each other. A Governor participating via telephone, videoconference, etc. is considered present at the meeting.

4. Removal

A Governor may be removed from the Board by a majority of all votes cast of the Eligible Memberships.

5. Special Meetings of the Board

Special meetings of the Board may be called by the President (or any Vice President acting in the absence or disability of the President), or by any three (3) Governors on at least three (3) days written notice, or may be held without notice by unanimous written consent of all of the Governors, or by the presence of all Governors at such meeting.

6. Parliamentary Procedures

The Annual Meeting, Special Meetings and meetings of the Board shall be guided, but not absolutely governed, by Roberts Rules of Order.

7. Reporting to Members

The Board shall, by mail or electronically, report to the members by no later than ten (10) days after a regular or special meeting of the Board has taken place on the description of any motion that was brought to vote and the names of the Governors who voted for, against, or abstained on such motion.

ARTICLE V

Powers of the Board of Governors

1. Management of the Club

- A.** The Board shall exercise all powers of the Club and do all acts and things necessary to carry out the purposes of the Club. The governance and administration of their affairs and the property of the Club shall be vested in the Board. The President or their designated substitute in the absence of the President shall preside at all meetings held by the Board.
- B.** The Board shall have authority to retain a General Manager. The General Manager shall serve as the Chief Operating Officer, whose duties shall be to oversee and manage all aspects of the Club's operations. The General Manager shall implement policies as established by the Board and shall delegate or assign responsibilities to, and supervise all department heads; hire and terminate Club staff; prepare financial budgets for approval of the Board; and may be invited to attend meetings of the Board. The General Manager will report to the President and will consult with the Board.

2. Duties and Powers

The Board shall:

- A.** Elect Officers.
- B.** Set initiation fees, the price and terms of payment of Membership Bonds, and other membership dues, fees, deposits and/or charges. All initiation fees received by the Club shall be allocated to the "Reserve for Capital Improvements and Debt Service" account.
- C.** Appoint committee members and assign duties unless otherwise reserved for others.
- D.** Approve the President's nominees to fill vacancies on the Board and the Nominating Committee.
- E.** Adopt, alter, amend, or repeal Rules and Regulations governing the use of the Club and all its facilities by members and their guests.

- F. Determine an operating budget and the amount of dues and fees that shall be approved and adopted before the beginning of the next fiscal year.
- G. Consult with the Chair of the Legal and By-Laws Committee prior to taking any action upon receipt of notice of any legal complaint involving the Club or its representatives.
- H. Make expenditures in accordance with the operating budget; have the power to expend funds to the extent of the amount in the Club's treasury or owing to the Club; enter into contracts; borrow money or incur indebtedness for the purposes of the Club; and cause promissory notes, bonds, mortgages or other evidences of indebtedness to be executed and issued.
- I. Make expenditures for capital projects from the "Reserve for Capital Improvements and Debt Service" account" limited as follows: not in excess of \$50,000 for any single capital project and not in excess of \$200,000 in the aggregate in any fiscal year for all capital projects unless either or both of such expenditures are approved by a vote of the majority of the Eligible Memberships pursuant to the voting procedures required by these By-Laws. The ballot for such vote shall specify the nature of the capital project(s) and the amount of the proposed expenditure(s).
- J. Redeem Membership Bonds, in whole or in part, from the "Reserve for Capital Improvements and Debt Service" account.
- K. Abide by the Code of Conduct for Members of the Board of Governors ("Code of Conduct"). The Code of Conduct shall be maintained in the Rules and Regulations. It shall be issued to all Governors and others attending Board meetings prior to or at the Board's first regularly scheduled meeting.

3. Issuance of Membership Certificates and Membership Bonds

The Board shall have sole authority to issue, cancel and/or repurchase Membership Certificates and Membership Bonds and shall have such Membership Certificates and Membership Bonds prepared in form and content consistent with the provisions of the Articles of Incorporation and these By-Laws.

4. Compensation

No Governor shall receive a salary or any other compensation whatsoever, but shall be entitled to reimbursement for all actual out-of-pocket expenses reasonably incurred in performing any official duties pursuant to these By-Laws.

5. Interpretation of By-Laws

The Board shall have the corporate powers generally to do everything permitted for not-for-profit corporations by law, by statute, by Articles of Incorporation, and by these By-Laws, and to determine the interpretation or construction of the Articles of Incorporation or these By-Laws, or any parts thereof, which may be in conflict or of doubtful meaning, and their decision shall be final and conclusive.

6. Action without Meetings

Any action which may be taken by the Board may be taken without a meeting if consent in writing setting forth the action to be taken, signed by all the Governors, is filed in the minutes of the Board. Such consent shall have the effect of a unanimous vote.

ARTICLE VI Officers and Duties of Officers

At its initial meeting, the Board shall elect the following Officers from among its Governors, to serve for a term of one (1) year: a President, a First Vice President, a Second Vice President, a Secretary and a Treasurer. Governors may be nominated by other Governors or may self-nominate for these offices. If there is more than one nominee for any office, the voting to elect said Officer shall be by secret ballot. No Officer shall serve in the same capacity for more than three (3) consecutive one-year terms. An Officer may then serve in the same capacity after a lapse of one (1) year.

1. President

The President shall preside at all Board meetings, the Annual Meeting and Special Meetings and shall oversee observance of the Articles of Incorporation, these By-Laws and all Rules and Regulations. The President may call special meetings of the Board; shall be an ex-officio member of all committees; and is empowered to execute all papers and documents requiring execution in the name of the Club.

2. First Vice President

In the absence or disability of the President, the First Vice President shall perform and carry out all of the duties and responsibilities of the President. The First Vice President shall assist the President in carrying out their duties and responsibilities and shall have such other duties as directed by the Board. In the event of the resignation or death of the President, the First Vice President shall assume the duties of the President until a successor President is elected.

3. Second Vice President

In the absence or disability of the President and/or First Vice President, the Second Vice President shall perform and carry out all the duties and responsibilities of the President and/or First Vice President, as the case may be. The Second Vice President shall assist the President and the First Vice President in carrying out their duties and responsibilities and shall have such other duties as directed by the Board. In the event of the resignation or death of the First Vice President, the Second Vice President shall assume the duties of First Vice President.

4. Secretary

The Secretary shall oversee the preparation and retention of records and minutes of all Board and meetings of the members and shall be responsible for overseeing the issuance of all required notices of such meetings. The Secretary shall be responsible for the preparation of proxies and ballots regarding elections and all other matters to be voted upon by the membership. The Secretary shall have custody of the Seal of the Club.

5. Treasurer

The Treasurer shall be the Chair of the Finance Committee and the Delinquency Committee. The Treasurer, under the direction of the Board, shall oversee the collection, holding and disbursement of all monies of the Club including the collection of monies due the Club from initiation fees, the issuance of Membership Bonds, dues, assessments and other Club charges from members, and all amounts due from others. The Treasurer shall cause to be kept regular books of account and all financial records of the Club, and shall have prepared for and submit to the Board any proposed budgets and monthly financial statements, when and in the form requested by the Board. The Treasurer shall cause all monies of the Club to be deposited in an account(s) in the Club's name, in banks designated by the Board.

6. Other Officers

The Board may appoint additional Officers from among the Governors and assign their duties.

7. Duties of Officers

The Board may give any Officer additional assignments and duties. All Officers shall have check signing authority.

8. Removal from Office

Any Officer may be removed from office by a two-thirds (2/3) vote of the remaining Governors.

ARTICLE VII

Committees

1. Standing Committees

Each year the President, subject to the approval of the Governors, shall appoint one member of the Executive Committee, the members of the Grievance Committee, and the Chair(s) and members of each of the following standing committees: Membership, Communications, Finance, House and Property, Golf, Tennis, Fitness, Green, Long Range Planning, Legal and By-Laws, Food and Beverage, Entertainment and Delinquency. If the committee Chair is not a Governor, then the President shall appoint a Governor as the Co-Chair, with the exception of the Grievance committee. No committee shall have more than one member per membership. Committees, with the exception of the Grievance Committee, shall act only in an advisory capacity and shall have no power or authority to take any final action on behalf of the Club. Any or all committee members may participate in a committee meeting by attending the meeting in-person, via telephone, via videoconference or via any other means of communications by which all participating committee members can simultaneously hear and speak to each other. A committee member participating via telephone, videoconference, etc., is considered present at the meeting.

A. Executive Committee

The Executive Committee shall consist of the President as Chair, the Vice Presidents, the Secretary, the Treasurer and one (1) Governor appointed by the President with the majority approval of the Governors. A quorum shall consist of a majority of the members of the Executive Committee. Actions and resolutions of the Executive Committee shall require unanimous approval of the Governors present. The Executive Committee shall not be empowered to act in lieu of the Board unless an emergency exists and a quorum of the Governors cannot be convened within twenty-four (24) hours. Executive Committee minutes shall be sent to all Governors within five (5) business days of an Executive Committee meeting. A report to the members, by mail or electronically, shall be issued pursuant to these By-Laws.

B. Other Standing Committees

Each of the following committees shall provide advice and recommend policies and programs to the Board. The General Manager shall be responsible for the implementation of such policies and programs. The committees, with the exception of the Grievance Committee, shall act only as consultants and advisors to the Board and General Manager. Notwithstanding anything to the contrary, no committee or member thereof shall have the authority to provide direction to any Club staff.

1. Membership Committee

The Membership Committee shall consist of not less than five (5) or more than fifteen (15) members. The committee shall advise the Board on matters concerning membership applications, rights and privileges, resignations, redemptions and other general membership issues.

2. Communications Committee

The Communications Committee shall consist of not less than four (4) or more than eight (8) members. The committee shall advise the Board on matters concerning marketing and communications and provide communications support as requested by other committees. Consistent with the strategic direction of the Club provided by the Board, the committee shall develop an annual marketing and communications plan for review and approval by the Board.

3. Finance Committee

The Finance Committee shall consist of the Treasurer as Chair, one (1) other Governor as Co-Chair and not less than five (5) or more than ten (10) members. The committee shall advise the Board on financial policy matters and budgets, recommend dues, assessments and other Club charges, recommend and oversee financings and review the financial reports on the financial condition and operations of the Club. The Treasurer shall present to the Equity Members a semi-annual financial summary.

4. House and Property Committee

The House and Property Committee shall consist of not less than five (5) or more than ten (10) members. The committee shall advise the Board on matters concerning the maintenance and repair of all facilities and improvements.

5. Golf Committee

The Golf Committee shall consist of not less than seven (7) or more than fifteen (15) members. The committee shall advise the Board on all policies and programs concerning the usage of the golf course. An Associate Equity Member may not be a member of the Golf Committee.

6. Tennis Committee

The Tennis Committee shall consist of not less than five (5) or more than seven (7) members. The committee shall advise the Board on all matters concerning the tennis program and tennis courts.

7. Fitness Committee

The Fitness Committee shall consist of not less than five (5) or more than seven (7) members. The committee shall advise the Board on all matters concerning the fitness program and equipment.

8. Green Committee

The Green Committee shall consist of not less than five (5) or more than ten (10) members. The committee shall advise the Board on matters concerning the repair, maintenance and improvement of the golf course facilities, including but not limited to, landscaping, cart paths, lakes and the irrigation system. An Associate Equity Member may not be a member of the Green Committee.

9. Grievance Committee

The Grievance Committee shall consist of nine (9) members. No member of the Board or their spouse or Significant Other shall serve as a member of the Grievance Committee. A quorum shall consist of five (5) members of the Grievance Committee. The committee shall meet within thirty (30) days of its selection to elect a Chair and Vice Chair. The committee shall perform the responsibilities and be subject to the procedures stated in these By-Laws and the Rules and Regulations.

10. Long Range Planning Committee

The Long Range Planning Committee shall consist of not less than seven (7) or more than ten (10) members, including the Treasurer, the Past Presidents and the Chairs of the Membership and the House and Property committees. The committee shall consult with other committees, as necessary, and will oversee the preparation and maintenance of a comprehensive long range plan relating to such items as physical plant facilities, services, operations, memberships and financings. The plan shall be reviewed and updated periodically.

11. Legal and By-Laws Committee

The Legal and By-Laws Committee shall consist of not less than five (5) or more than ten (10) members. The committee shall provide interpretation of the Articles of Incorporation, these By-Laws, and the Rules and Regulations and shall advise the Board on legal matters. In addition, the committee may initiate, propose and give advice to the Board regarding changes to the Club's legal documents and will consult with other committees and outside legal counsel, as appropriate.

12. Food and Beverage Committee

The Food and Beverage Committee shall consist of not less than five (5) or more than ten (10) members. The committee shall advise the Board on cost-effectively maintaining the high quality food and beverage services provided by the Club to its members. This includes matters relating to food and beverage format and pricing.

13. Entertainment Committee

The Entertainment Committee shall consist of not less than five (5) or more than ten (10) members. The committee shall advise the Board on matters concerning the scheduling and planning of social activities and cultural events.

14. Delinquency Committee

The Delinquency Committee shall consist of the Treasurer as Chair and not less than two (2) or more than four (4) members. The committee shall advise the Board on matters concerning potential and existing member delinquency issues and will consult with outside counsel, as appropriate.

2. Ad Hoc Committees

The President, subject to the approval of the Governors, may designate Ad Hoc Committees, with such scope and composition as shall be determined. All Ad Hoc Committees shall remain in existence until they complete their designated purpose(s) for which they were formed or until dismissed by the Board.

3. General

With regard to all committees, neither the committee nor any member thereof shall be liable to the Club, any member or any other person or entity for any claim, demand or liability arising out of, or in any way connected with, the performance or nonperformance of the committee's duties hereunder.

ARTICLE VIII

Memberships

1. Memberships in General

- A.** All classes of membership shall be offered without regard to religion, race, color, national origin, age, sex, sexual orientation, height, weight, familial or marital status.
- B.** Only the Club can issue memberships. No natural person (“individual”) or entity can transfer memberships to any other individual or entity.
- C.** The Club shall evidence all memberships by issuing a certificate (“Membership Certificate”) that states, among other items, the membership classification and names of the individuals or entity holding the membership. No more than two individuals may be named on a Membership Certificate.
- D.** Individuals who are named on a Membership Certificate are the members and are entitled to all the rights and privileges of the stated membership. If two individuals are named on a Membership Certificate, their responsibility for all dues, assessments and other Club charges are joint and several.
- E.** If a married couple or an individual and a Significant Other jointly own a Delaire home or lot (a “Delaire property”), both individuals shall jointly hold the membership and be named on the Membership Certificate. If a member is the sole record owner of a Delaire property, the member’s spouse or Significant Other also may be named on the Membership Certificate.
- F.** If a Delaire property is owned by an entity such as an estate, a trust, a corporation, a partnership, or a limited liability company, the entity shall be named on the Membership Certificate, hold the membership and be deemed the member, but only as to form. The entity shall, by signing a document filed with the Club, designate no more than two individuals having a substantial relationship to the entity who shall be the considered the members, in substance, for purposes of exercising all rights and privileges of membership to the same extent as if the individuals were named on the Membership Certificate. The member designee(s) shall be jointly and severally liable with the entity listed on the Membership Certificate for all dues, assessments and other Club charges. Any changes in the designated individual(s) are subject to limitations pursuant to these By-Laws.
- G.** If two individuals are named on a Membership Certificate or designated by an entity, the two individuals shall either be married or be an individual and their Significant Other as defined in these By-Laws.
- H.** Non-Resident Membership Certificates shall be in the name of individuals only.

- I. The Club will offer a maximum of three hundred and seventy-five (375) Equity Memberships, which includes the offering of Associate Equity Memberships up to a maximum of twenty-five (25).
- J. Resident Equity Memberships will be offered to all purchasers of Delaire properties.
- K. The number of Resident Equity Memberships and Associate Equity Memberships held by Delaire property owners shall not exceed three hundred and twenty-six (326).
- L. The Board shall determine the maximum number of Non-Resident Non-Equity Memberships that may be offered.

2. Membership Classifications

The two primary membership classifications are Equity Membership and Non-Equity Membership. An Equity Membership is created when the required initiation fee is paid, a Membership Bond is purchased, and the Club issues an Equity Membership Certificate either to an entity that is a Delaire property owner, or to an individual, married couple, or individual and their Significant Other. A Non-Equity Membership is created when the Club issues a Non-Equity Membership Certificate to an individual, married couple or individual and their Significant Other who has applied for membership, has been accepted by the Club, and has paid any initiation fees and deposits that the Board may, at its discretion, institute pursuant to these By-Laws.

3. Member Definition

Members are individuals who are the named on a Membership Certificate or have been designated by an entity that is named on a Membership Certificate for the purpose of exercising the rights and privileges of membership.

4. Membership Bonds and Deposits

An Equity Membership requires the purchase of a Membership Bond. These By-Laws permit record owners of a Delaire property, whether an entity or an individual (and their spouse or Significant Other), or the individual(s) designated to exercise the rights and privileges of membership by an entity that owns a Delaire property, to be named on the Membership Bond. Either or both of the individuals who are issued a Non-Resident Equity Membership Certificate may be named on the Membership Bond. When the Club becomes obligated to redeem a Membership Bond pursuant to these By-Laws, the Club shall do so from the Membership Bond's legal owner(s).

The Board may, but need not, determine that a deposit to be held by the Club is required for Non-Equity Memberships.

5. Equity Memberships

The Club is authorized to issue Equity Memberships as described below. The Membership Privileges section of these By-Laws sets forth the rights and privileges of Equity Memberships.

A. Resident Equity Membership

A Resident Equity Membership is issued to a Delaire property owner who has acquired an equity membership in the Club. If an entity is the record owner of a Delaire property, the designated individual(s) who will exercise all rights and privileges of membership shall be deemed the members.

B. Non-Resident Equity Membership

A Non-Resident Equity Membership is issued to an individual, married couple, or individual and their Significant Other who do not own a Delaire property, but desire to be an Equity Member and who have applied for and been accepted for membership by the Club.

C. Associate Equity Membership

An Associate Equity Membership is issued to an Equity Member who has applied for and been accepted to change their membership classification from a Resident or Non-Resident Equity Membership classification to the Associate Equity Membership classification. Only Resident Equity Members and Non-Resident Equity Members may become Associate Equity Members. Only the Club can offer an Associate Equity Membership. A member or entity cannot transfer an Associate Equity Membership to another individual or entity. Associate Equity Memberships shall be offered in the order according to the date the application is filed by the Equity Members who applied to become Associate Equity Members.

6. Non-Equity Memberships

The Club may issue the following Non-Equity Memberships:

A. Non-Resident Non-Equity Membership

A Non-Resident Non-Equity Membership is issued to an individual, married couple, or individual and their Significant Other who do not own a Delaire property and do not desire to be an Equity Member, but who have applied for membership and has been accepted by the Club.

B. Alumni Membership

An Alumni Membership is a form of a Non-Resident Non-Equity Membership issued with rights and privileges of membership as specified in the Rules and Regulations. Resident Members who are individuals or couples who sell their Delaire property and Non-Resident Equity Members may apply for an Alumni Membership if they meet the qualifications for this membership classification as specified in the Rules and Regulations.

C. Honorary Membership

An Honorary Membership is a form of a Non-Resident Non-Equity Membership issued with limited membership privileges requiring the payment of no dues or assessments, held by an individual.

D. Other Non-Equity Memberships

The Board may, from time to time, in their sole discretion, but pursuant to these By-Laws, add or eliminate classes of Non-Equity Memberships.

7. Sale of Delaire Properties

Entities or Resident Members who sell their Delaire property and do not own another Delaire property that can be associated with their membership shall have their Equity Membership terminated upon the closing of the sale of their Delaire property and the Club shall cancel their Membership Certificate and redeem their Membership Bond unless the Resident Member applies for a Non-Resident Equity Membership as described in the immediately succeeding paragraph.

A Resident Member who sells their Delaire property may apply for a Non-Resident Membership. In applying for a Non-Resident membership, the applicant may request that they be granted a Non-Resident Equity Membership within thirty (30) days of closing of the sale of their Delaire property without the payment of any additional initiation fee, provided that the Club has not redeemed their Membership Bond. Alternatively, they may apply for a Non-Resident Non-Equity or Alumni Membership if they meet the applicable requirements as specified in the Rules and Regulations. Resident Members who sell their Delaire property and apply for a Non-Resident Membership are subject to membership availability, the Non-Resident application process and the termination of membership provisions pursuant to these By-Laws.

8. Other Membership Terminology

Resident Equity and Associate Equity Memberships held by individuals who, or entities that, own a Delaire property may be referred to herein as Resident Memberships. The named individuals on Resident Membership Certificates and individuals designated by entities that hold Resident Memberships, may be referred to as Resident Members. Non-

Resident Equity Memberships, Non-Resident Non-Equity Memberships, Associate Equity Memberships held by individuals who do not own a Delaire Property, Alumni Memberships and Honorary Memberships may be referred to herein as Non-Resident Memberships. Individuals who hold Non-Resident Memberships may be referred to as Non-Resident Members.

9. Membership Applications and Applicants

A. General

All applications for membership shall be in the form prescribed by the Board and shall be signed by the applicant(s).

B. Resident Equity Membership Applicants

Club approval of an application for membership by the purchaser of a Delaire property shall be ministerial only; i.e., limited to filling out an application form, agreeing to be subject to the governing documents of the Club, providing the information reasonably required by the Club, and payment for the required initiation fee, Membership Bond and application fees (if any).

C. Non-Resident Membership Applicants

1. Non-Resident Membership applicants shall be approved by vote of the Board. Three (3) or more dissenting votes of the Governors shall constitute disapproval. A representative(s) of the Membership Committee shall interview all Non-Resident Membership applicants within twenty (20) days from receipt of their application. The Membership Committee shall report its findings and recommendations to the Board. The names and addresses of individuals proposed for Non-Resident Membership shall be published/announced to the membership, by mail or electronically, at least fifteen (15) days before the Board votes on such application.
2. Any former Non-Resident Member who has been expelled from the Club is forever barred from becoming a subsequent Non-Resident Member.
3. Applicants approved by the Board for membership who fail to pay any required initiation fee, purchase any required Membership Bond, make any required deposit, and/or make the initial payment for dues and assessments, as determined by the Board, within thirty (30) days after notice that payment is due shall be deemed to have withdrawn their application for membership.
4. Except as provided for under Alumni Membership, any resigned, former Non-Resident Member who applies for a Non-Resident Non-Equity Membership shall be required to wait a minimum of two (2) years from the date their resignation becomes effective before filing an application for membership as a Non-Resident Non-Equity Member.

5. A resigned Non-Resident Equity Member may apply for re-instatement as a Non-Resident Equity Member at any time with the purchase of a new Membership Bond. The purchase price of the new Membership Bond shall be the greater of the then current offered price or the prior fully paid and redeemed Membership Bond. The current initiation fee shall also be paid. Eligibility to apply for re-instatement is contingent upon the former member's status as a member in good standing at the date of the resignation.

10. Membership Rights and Privileges

- A. Notwithstanding that two individuals may jointly be named on a Membership Certificate, there shall be only one (1) vote per membership on any matter to be determined by a vote of the Equity Members (including the election of Governors). The vote may be exercised by either member, however only one (1) vote may be cast by that membership. Only Equity Members in good standing may vote on matters brought before the membership for vote. Non-Equity Members do not have voting privileges.
- B. Resident Equity Members and Non-Resident Equity Members shall have all rights and privileges of membership and be entitled to full access to, and use of, all the Club's facilities pursuant to these By-Laws and the Rules and Regulations.
- C. Associate Equity Members have the rights and privileges of Equity Members, except that they shall not: have golf privileges; serve on the Board or the Nominating, Golf, or Green Committees; serve on Ad Hoc committees that relate to golf facilities or programs; or vote on assessments or issues presented to the membership pertaining to the golf course or golf program, pursuant to these By-Laws and the Rules and Regulations. Associate Equity Members may not play golf on the course or use the golf practice facilities, except in golf charity events approved by the Board that allow guests. Family Members of an Associate Equity Member have the same golf facilities use restrictions as Associate Equity Members. An Associate Equity Member may elect to restore their status as a Resident Equity Member or Non-Resident Equity Member at any time. If such election is made during a calendar year, the member electing to restore their status as a Resident Equity Member or Non-Resident Equity Member will be responsible for prorated dues and all capital assessments as of the beginning of that calendar year that are applicable to their new membership classification.
- D. Membership rights and privileges of Non-Resident Non-Equity, Alumni, and Honorary Members are specified elsewhere in these By-Laws and/or in the Rules and Regulations.

11. Rights of Family Members

- A.** Certain membership use rights and other privileges of membership shall be available to the member's spouse or Significant Other, even though they are not named on a Membership Certificate, pursuant to these By-Laws and the Rules and Regulations. If the Membership Certificate is in one name only, and there is a court ordered divorce or dissolution of the marriage or a legal separation agreement that precludes membership use privileges to the non-member spouse, the privilege to use Club facilities shall be exercised solely by the member named on the Membership Certificate pursuant to these By-Laws and the Rules and Regulations.
- B.** Certain membership use rights shall be available to Family Members pursuant to these By-Laws and the Rules and Regulations. For the purposes of these By-Laws, the term "Family Member" shall only include parents, children and grandchildren of an Equity Member and their spouse or Significant Other. The member(s) shall be responsible for all charges incurred by Family Members.
- C.** A Significant Other may exercise certain membership use rights of an unmarried member pursuant to these By-Laws and the Rules and Regulations, even though they are not named on a Membership Certificate. After October 1, 2000, a Family Member may not be a Significant Other. A Significant Other may not name another Significant Other.
 - 1. For purposes of these By-Laws, the term "Significant Other" shall mean an individual, excluding any paid household/caregiver employee cohabitating with a member, who although unmarried, shares in the common facilities and operates with the member as a single housekeeping unit and for all intents and purposes is acting as a spousal equivalent. All Significant Others designated as of or prior to March 8, 2014, are exempt from this definition.
 - 2. An unmarried member who desires to designate a Significant Other shall make such request, in writing, to the Club. Approval of a Non-Resident Non-Equity Member's request to designate a Significant Other shall be at the sole discretion of the Board. A member may not have more than one Significant Other in any calendar year. An approved Significant Other shall maintain Significant Other status until the member notifies the Club, in writing, of any applicable change.
- D.** An unmarried Equity Member who has not designated a Significant Other may designate one individual, excluding any paid household/caregiver employee, on a daily basis as a guest. In accordance with the Rules and Regulations, the designated guest may use the Club facilities and participate in Club activities and programs including the golf course, card rooms, tennis courts, pool and fitness center only when accompanied by the Equity Member without limitation or fees other than such fees as may be charged to the Equity Member. The Equity Member shall be responsible for all charges incurred.

12. Rights of Tenants

Resident Members shall have the right to assign certain of their membership use rights to one tenant of their Delaire property during any consecutive twelve-month period. Tenants assigned membership use rights shall be entitled to the same rights to use the Club facilities as the member, except as otherwise provided in these By-Laws and the Rules and Regulations. During the period when a tenant is designated as the beneficial user of Club membership use rights associated with the Membership Certificate, the members shall have no rights to use the Club facilities. Only the member, not the tenant, may vote on matters brought to a vote of the membership. The member shall be responsible for all charges incurred by the tenant. A tenant of any member's Delaire property may be designated only once as a beneficial user of the rights associated with a Membership Certificate.

ARTICLE I X

Transfer, Resignation and Redemption of Memberships

1. Membership Transfers

- A.** No member shall sell or otherwise assign or transfer their Membership Certificate or Membership Bond, except to the Club.
- B.** Notwithstanding any other provisions in these By-Laws, in the event that the record owners of a Delaire property or the names of any individuals or entities holding a membership change, the previous Membership Certificate shall be cancelled and a new Membership Certificate shall be issued. Upon the termination of a membership for any reason, the Membership Certificate shall be cancelled and the Membership Bond, if any, shall be redeemed at the face value of the resigning member's Membership Bond ("Redeemable Value") less the amount of indebtedness owed to the Club by the member.
- C.** No Equity Member may apply the Redeemable Value of their Membership Bond toward any financial obligation owed to the Club.
- D.** A Resident Member shall have the right to return their Membership Certificate and Membership Bond to the Club and have the Club issue a new Membership Certificate and Membership Bond to a child of the Resident Member ("Successor Member"), subject to the conditions stated below. Upon meeting such conditions, the Successor Member will hold a Resident Equity Membership with all rights and privileges of membership and will receive from the Club a new Membership Certificate and Membership Bond without any adjustment to the Redeemable Value of the Membership Bond of the original Resident Member. The original Resident Member shall remain jointly and severally responsible for all unpaid dues, assessments and other Club charges of the Successor Member.

1. The Resident Member shall have been an Equity Member for a minimum of ten (10) years.
2. The Resident Member(s) shall be at least eighty (80) years old.
3. All dues, assessments and other Club charges of the Resident Member shall have been paid in full.
4. The Resident Member shall be the record owner of a Delaire property and shall convey title to such property to the Successor Member contemporaneously with the issuance of the new Membership Certificate and Membership Bond.
5. An initiation fee equal to the lesser of one-half (1/2) year of the Club's then annual dues charged to a Resident Member with all rights and privileges of membership or the current initiation fee charged to a new Resident Member, shall be paid by the Successor Member prior to the issuance of the new Membership Certificate.

The Successor Member may convey title to the Delaire property back to the original Resident Member or entity, at any time, without any refund of the initiation fee paid by the Successor Member. Upon such occurrence, the Successor Member shall return their Membership Certificate and Membership Bond to the Club and the Club will issue a new Membership Certificate and Membership Bond to the original Resident Member who will then be a Resident Member with all rights and privileges of membership.

2. Legal Separation or Divorce

In the event of a legal marital separation or divorce, the individuals named on the Membership Certificate, the Membership Bond or considered to be members through designation, shall remain responsible for all dues, assessments and other Club charges associated with the membership until a divorce or dissolution of marriage decree or a legal separation agreement awards the Delaire property, the Membership Certificate and Membership Bond to one of the two individuals. If the Delaire property is owned by an entity, such entity shall remain responsible for all dues, assessments and other Club charges associated with the membership so long as the entity remains the record owner of the Delaire property.

A. Resident Members

If married members are legally separated or divorced, title to the Membership Certificate and the Membership Bond, including all rights, privileges and obligations of the membership, shall vest in the spouse awarded the Delaire property as set forth in a legally enforceable marital separation agreement or a final decree of divorce or dissolution of the marriage.

B. Non-Resident Equity Members

If married members are legally separated or divorced, all rights, privileges and obligations of the membership, shall vest in the spouse awarded the Membership Certificate and the Membership Bond as set forth in a legally enforceable marital separation agreement or a final decree of divorce or dissolution of the marriage.

C. Non-Equity Members

If married members are legally separated or divorced, all rights, privileges and obligations of the membership, shall vest in the spouse awarded the Membership Certificate as set forth in a legally enforceable marital separation agreement between the individuals or a final decree of divorce or dissolution of the marriage.

3. Resignation and Redemption

A. Resident Member

1. A Resident Member may not resign unless, incident to the sale of their Delaire property, a new Resident Member joins the Club and pays an initiation fee and purchases a Membership Bond. A resigning Resident Member shall not be responsible for any dues, assessments and other Club charges after the end of the month when the new Resident Member fulfills all membership purchase requirements including, but not limited to, paying the required initiation fee, purchasing a Membership Bond, and paying dues, assessments and other Club charges. If a Resident Member attempts to resign before a new Resident Member joins the Club as aforesaid, dues, assessments and other Club charges accruing against such Resident Membership shall continue to accrue and be due and payable and subject to the collection provisions of these By-Laws.
2. Notwithstanding any provision in these By-Laws to the contrary, a Resident Member who sells their Delaire property to an entity or person who executes a builder's agreement with the Club shall be responsible for, but not limited, to the following obligations:
 - a. Dues, supplemental dues, and other Club charges for the remainder of the calendar year during which the property is sold.
 - b. Payment of any capital assessments in force on the date of sale for the remainder of the calendar year during which the property is sold.

Any unpaid dues, assessments and other Club charges, including those set forth above, will be subject to the collection provisions of these By-Laws.

B. Non-Resident Equity Member

A Non-Resident Equity Member who desires to resign shall notify the Club, in writing, by November 30 of the calendar year in which the resignation becomes effective.

1. A Non-Resident Equity Member will be liable for all dues, assessments and other Club charges for the balance of the calendar year in which said member notifies the Club of their desire to resign their membership. If the Non-Resident Equity Member fails to notify the Club by November 30, as set forth above, the member shall remain a member for the following calendar year.
2. Notwithstanding Subsection 1 immediately preceding, if a Non-Resident Equity Member dies during the period from November 1 through December 31, the surviving spouse or Significant Other will have ninety (90) days from the date of death to notify the Club of their desire to resign the membership. Upon resignation, any unpaid dues, assessments and other Club charges as of the end of the calendar year in which they died plus any portion of the extended ninety (90) day period that the Non-Resident Equity Member maintains their membership are owed to the Club. Any unpaid indebtedness owed to the Club will be deducted from the Redeemable Value upon redemption of the Membership Bond.
3. In all cases, any unpaid amounts due the Club exceeding the Redeemable Value of the Membership Bond shall continue to be due and owing by the Non-Resident Equity Member to the Club. Any unpaid dues, assessments and other Club charges, including those set forth above, will be subject to the collection provisions of these By-Laws.

C. Non-Equity Member

A resigning Non-Equity Member will be liable for all dues and assessments pursuant to these By-Laws and the Rules and Regulations and for all other Club charges incurred up to the date of resignation.

4. Termination of a Resident Membership

Notwithstanding any provision in these By-Laws to the contrary, no Resident Member may be expelled from the Club.

5. Termination and Redemption of a Non-Resident Equity Membership

- A. If a Non-Resident Equity Membership issued after December 31, 2015 is delinquent in payment of any dues, assessments, or other Club charges duly invoiced to the member, membership termination shall occur automatically following non-payment of any dues, assessments, or charges after seventy-five (75) days from the date of the billing statement.

- B. The Club shall have the right, in the sole and absolute discretion of the Board, to terminate Non-Resident Equity Memberships if a member is expelled from the Club for cause deemed sufficient by the Board by a vote of no less than two thirds (2/3) of the Governors as a result of disciplinary action pursuant to these By-Laws.
- C. If the Non-Resident Equity Member is expelled for cause as described in Subsection B. immediately preceding, the Club shall refund to the Non-Resident Equity Member a portion of that year's annual dues paid on the basis of one twelfth (1/12) per month (or portion thereof) remaining in the calendar year.
- D. Upon the termination of a Non-Resident Equity Membership, the Club shall pay to the terminated Non-Resident Equity Member the Redeemable Value of the Membership Bond less the amount of any indebtedness owed to the Club by the member. If any indebtedness remains outstanding after the redemption of the Membership Bond, such indebtedness will remain due until paid in full.

6. Termination of a Non-Equity Membership

The Club shall have the right, in the sole and absolute discretion of the Board to expel any Non-Equity Member from the Club.

7. Death of a Resident Member

- A. Upon the death of a Resident Member, the Estate of such deceased Resident Member shall be responsible for all dues, assessments and other Club charges of the deceased Resident Member until an individual(s) succeeds to the rights and privileges associated with the membership.
- B. Upon the death of a Resident Member, if the surviving spouse is or becomes the record owner of the Delaire property, the membership and the Membership Bond shall pass to the surviving spouse who will thereupon be deemed a Resident Member.
- C. Upon the death of a Resident Member who is not survived by a spouse, but has designated a person as a Significant Other, and has devised either ownership or a life estate in the deceased member's Delaire property to the Significant Other and the Membership Certificate and Membership Bond, the membership of the deceased member shall pass to the Significant Other who shall thereupon be deemed a Resident Equity Member or Associate Equity Member, as the case may be.
- D. Upon the death of a Resident Member who is not survived by a spouse or a Significant Other meeting the requirements of Section C. immediately preceding, the period commencing upon the death of the Resident Member until the Delaire property of the deceased Resident Member is sold to a successor Resident Member taking title to said Delaire property shall be known as the "Resident Member Transition Period".

1. During the Resident Member Transition Period, the personal representative of the Estate shall have the authority to designate, in writing, an individual who shall have the authority to exercise the right to cast any vote on behalf of the deceased Resident Member.
 2. During the Resident Member Transition Period, Family Member privileges of the deceased Resident Member, as specified in the Rules and Regulations, are available for a period of six (6) months from the date of death or until a new Resident Member takes title to the Delaire property, whichever occurs first. If a new Resident Member does not take title to the Delaire property by the end of six (6) months, Family Member privileges shall end and the personal representative of the Estate shall have the authority to appoint a member of the family of the deceased member who shall have the rights and privileges associated with the Membership for the remainder of the Resident Member Transition Period.
- E. If title to the Delaire property is conveyed through the Estate of the deceased Resident Member to a Family Member, and provided that all dues, assessments and other Club charges of the Resident Member have been paid in full to the date of the conveyance, the Family Member may succeed to the Resident Equity Membership as a Resident Member with full privileges and to ownership of a new Membership Certificate and Membership Bond in exchange for the deceased member's Membership Certificate and Membership Bond without payment of any additional initiation fee or adjustment to the Redeemable Value of the Membership Bond of the deceased Resident Member.

8. Death of a Non-Resident Equity Member

- A. Upon the death of a Non-Resident Equity Member, the Estate of such deceased Non-Resident Equity Member shall be responsible for all dues, assessments and other Club charges of the deceased Non-Resident Equity Member until an individual(s) succeeds to the rights and privileges associated with the membership or the membership terminates.
- B. Upon the death of a Non-Resident Equity Member, the membership and the Membership Bond shall pass to the surviving spouse, who will thereupon be deemed a Non-Resident Equity Member.
- C. Upon the death of a Non-Resident Equity Member who is not survived by a spouse, but has designated a person as a Significant Other, and has devised to the Significant Other the Membership Certificate and the Membership Bond, the membership of the deceased member shall pass to the Significant Other who shall thereupon be deemed a Non-Resident Equity. The Significant Other desiring to retain such membership beyond December 31st of the year in which the Non-Resident Equity Member has passed away, will be subject to the Non-Resident Member application process for the following calendar year. If the Significant Other had previously been subjected to the Non-Resident Member application process and had been approved for membership, such Significant Other shall be exempt from any additional application process.

D. Upon the death of a Non-Resident Equity Member who is not survived by a spouse or a Significant Other meeting the requirements of Section C. immediately preceding, the period commencing upon the death of the Non-Resident Equity Member until the end of the current calendar year shall be known as the “Non-Resident Equity Member Transition Period” at which time the membership shall automatically terminate.

1. During the Non-Resident Equity Member Transition Period, the personal representative of the Estate shall have the authority to designate, in writing, the individual who shall exercise the right to cast a vote on behalf of the Estate.
2. During the Non-Resident Equity Member Transition Period, Family Member privileges of the deceased Non-Resident Equity Member are available until the end of the calendar year.

9. Death of a Non-Equity Member

A. Upon the death of a Non-Equity Member, the Estate of such deceased Non-Equity Member shall be responsible for all dues, assessments and other Club charges of the deceased Non-Equity Member until an individual(s) succeeds to the rights and privileges associated with the membership or the membership terminates.

B. Upon the death of a Non-Equity Member, the membership shall pass to the surviving spouse, who will thereupon be deemed a Non-Equity Member.

C. Upon the death of a Non-Equity Member who is not survived by a spouse, but has designated a person as a Significant Other, and has devised to the Significant Other the Membership Certificate, the membership of the deceased member shall pass to the Significant Other who shall thereupon be deemed a Non-Equity Member. The Significant Other desiring to retain such membership beyond December 31st of the year in which the Non-Equity Member has passed away, will be subject to the Non-Resident Member application process for the following calendar year. If the Significant Other had previously been subjected to the Non-Resident Member application process and had been approved for membership, such Significant Other shall be exempt from any additional application process.

D. Upon the death of a Non-Equity Member not survived by a spouse or a Significant Other meeting the requirements of Section C. immediately preceding, the Estate of such deceased Non-Equity Member shall be responsible for all dues, assessments and other Club charges until the end of the current calendar year at which time the membership shall automatically terminate. The personal representative of the Estate shall have the authority to appoint an individual who shall have the rights and privileges associated with the membership until the end of the current calendar year.

ARTICLE X

Dues and Assessments

1. Annual Dues

- A. The Board shall review the annual operating budget prepared by management. Upon approval of the annual operating budget, the Board shall establish annual dues, fees and other charges that are expected to be received by the Club, which shall be sufficient to meet the best estimate of the annual operating expenditures of the Club.
- B. Each membership shall become obligated on the first day of the Club's fiscal year for the full obligation of annual dues.

2. Fees and Assessments

- A. Subject to the applicable provisions of these By-Laws, the Board may institute additional fees and/or assessments. The obligation of memberships to pay for such fees and/or assessments shall be determined pursuant to these By-Laws and will apply on the date designated in the resolution establishing such fees and/or assessments.
- B. Annual assessments for operating purposes, not exceeding ten percent (10%) of the then established annual dues, may be levied during or immediately after a fiscal year by the Board. Any proposed operating assessment in excess thereof and all assessments for capital improvement purposes, may be made only pursuant to approval of a majority of the Eligible Memberships voting at any Annual Meeting or Special Meeting. If such assessments are not paid, they shall be subject to the collection provisions of these By-Laws.

3. Payment Plans

- A. Any plan for payment of dues and other financial obligations by memberships shall be solely for the convenience of members and shall not alter the obligation to pay the full annual amount as established by the Board.
- B. Termination of membership prior to the expiration of a payment plan will accelerate such member's previously deferred payments, which shall become immediately due and payable.

4. Associate Equity Members

Associate Equity Members shall be obligated for the full amount of supplemental dues and assessments (or portions thereof) that are not related to the golf course or golf program.

5. New Members

- A. Upon admission to the Club, new memberships shall immediately become obligated for a prorated portion of the then current annual dues remaining in such current fiscal year.
- B. A new Resident Membership shall be obligated to pay all remaining unpaid installments of any capital assessments, or portions thereof, in force.

6. New Non-Resident Members

- A. Except as provided in these By-Laws, dues, fees and capital obligations of Non-Resident Members, both as to assessments and contributions for capital improvements, shall be as established by the Board.
- B. The Board shall have the authority, except as otherwise provided in these By-Laws, to create new Non-Resident Memberships with age and privileges limitations, separate initiation fees, Membership Bonds, deposits and waiver of some or all assessments. Should Non-Resident Non-Equity Members become Equity Members with full rights and privileges, they shall be responsible for all assessments enacted thereafter and for assessments in existence prior thereto as determined by the Board.
- C. In the event that a member with a Non-Resident Equity Membership that was issued after December 31, 2015 purchases a Delaire property, the member will be responsible for the full amount of the then established non-refundable initiation fee and the Membership Bond purchase amount, less a credit for any initiation fee or Membership Bond amount previously paid.

ARTICLE XI Delinquencies

1. Billing Statement

An itemized billing statement of any dues, assessments and other Club charges shall be sent monthly to each membership or any other party responsible for the payment of dues, assessments or other Club charges. For the purpose of this By-Law:

- A. Use of the term “member” includes any other party responsible for the payment of dues, assessments or other Club charges on the member’s behalf.
- B. Use of the term “indebtedness” includes all dues, assessments or other Club charges owed by the member. In the case of a delinquent member; indebtedness also includes all finance charges, fees and costs of collection.

2. Delinquencies

- A.** Any member failing to pay their indebtedness to the Club within thirty (30) days from the date of the billing statement shall be deemed “delinquent” and shall be so notified in writing by an Officer or agent of the Club.
- B.** Delinquent members shall be subject to a monthly finance charge equal to the highest rate allowed by law on the unpaid balance from the date of the billing statement.

3. Suspension

- A.** Any member failing to pay their indebtedness to the Club in excess of sixty (60) days from the date of the billing statement shall be subject to suspension as herein provided and shall be so notified in writing by an Officer or agent of the Club.
- B.** Any member failing to pay their indebtedness to the Club in excess of seventy-five (75) days from the date of the billing statement shall be deemed to be “not in good standing” and suspended from all rights and privileges of membership until the indebtedness is paid in full. Pursuant to these By-Laws, members not in good standing shall not have the right to vote.
- C.** Suspension shall be automatic without any action of the Board pursuant to these By-Laws.
- D.** Suspension as a result of a member becoming delinquent shall also include suspension of all rights and privileges of membership for the member’s spouse, Significant Other and Family Members.

4. Liens

- A.** In the event that a Resident Member fails to pay their indebtedness in excess of ninety (90) days from the date of the billing statement then, upon a written notice of such delinquency given by the Club to the member by certified mail and the member’s failure to pay their indebtedness in full within thirty (30) days from the date of the mailing of the notice, the Club may record a claim of lien against the Resident Member’s Delaire property to secure payment of all indebtedness due the Club. The Club shall give the Resident Member written notice by certified mail of the recording of a claim of lien against the member’s Delaire property under this subsection. If the Resident Member fails to pay the Club all indebtedness within thirty (30) days from the date of the mailing of the notice of the recording of the claim of lien, the Club may foreclose upon its claim of lien in the same manner in which any other claim of lien against real property may be foreclosed upon under the laws of the State of Florida.

- B. The Club shall have a lien against each Membership Bond for all indebtedness.
- C. Liens may be, but need not be, filed with the Secretary of State, State of Florida and/or recorded among the public records of Palm Beach County, Florida, by filing a claim therein which states the name of the member(s), the Membership Certificate number, and the indebtedness claimed to be due. The lien shall continue in effect until all indebtedness secured by the lien, together with all costs incurred in recording and enforcing said lien, shall have been paid. An Officer may sign such claims of lien.
- D. Upon full payment of all indebtedness, the member making payment shall be entitled to a satisfaction of lien to be prepared and recorded at their expense.
- E. The Club may foreclose on all such liens, in any action at law or in equity.
- F. The Club may also, at its option, sue to recover a money judgment for all indebtedness without thereby waiving the lien securing the indebtedness. The Club retains the right to pursue collection of the indebtedness in an action at law in the appropriate court and upon proper judgment against the member can take any appropriate action to effect collection of indebtedness, including execution on judgment, placement of a lien on the Delaire property, or any other legal proceeding deemed appropriate by the Club.

ARTICLE XII

Discipline

A member and/or any person having membership use privileges may be subject to discipline under this Article XII for misconduct that, in the opinion of the Grievance Committee (and Board if the decision or recommendation by the Grievance Committee is appealed) endangers the welfare, safety, harmony, decorum or good reputation of the Club or otherwise interferes with the pleasant, friendly and congenial social relationships between members.

Any or all Grievance Committee members may participate in a meeting of the Grievance Committee by attending the meeting in-person, via telephone, via videoconference or via any other means of communications by which all participating Grievance Committee members can simultaneously hear and speak to each other. A Grievance Committee member participating via telephone, videoconference, etc., is considered present at the meeting.

All time limits stated in this Articles XII may be extended by the Chair of the Grievance Committee, for cause, except for the sixty (60) day time limit regarding the filing of a complaint.

1. Complaints by a Member, Standing Committee or Club Staff

A complaint alleging misconduct on the part of, or attributed to, a member (the “Respondent”) or a member’s family or guest may be filed by an aggrieved member, any Club staff through the General Manager, or by any Standing Committee through its Chair or a designated member of such committee (“Complainant”) within sixty (60) days of the date of alleged misconduct occurring on or after March 11, 2018. All complaints concerning the misconduct by any member, the member’s family, Significant Other, or guests shall be in writing and submitted to the Chair of the Grievance Committee. The Chair of the Grievance Committee shall promptly forward a copy of the complaint to the Respondent(s) named in the complaint. The Grievance Committee shall meet within ten (10) days of receipt of the complaint to determine if the facts alleged are, on their face, sufficient to establish misconduct on the part of the Respondent. If so, a hearing before the Grievance Committee shall be conducted in accordance with this Article XII. A complaint shall be dismissed if the facts alleged in the complaint, which shall be presumed to be true for purposes of determining the sufficiency of the allegations, are deemed to be, on their face, insufficient to constitute misconduct on the part of the Respondent. All Grievance Committee members shall maintain the confidentiality of the grievance complaint or any hearing. A breach of confidentiality may result in termination of a Grievance Committee member. Before conducting any hearing, the Grievance Committee shall consider whether any member of the Grievance Committee should recuse themselves from the proceedings. Grievance Committee members present at the hearing who did not recuse themselves may not abstain from voting on the matters before the Grievance Committee.

- A. In the event that the Committee determines that a hearing before the Grievance Committee is required, such hearing shall be conducted within twenty (20) days of the determination.
- B. If the Committee determines that a hearing on the grievance complaint is required, the Complainant and the Respondent shall each be given written notice of the date and time established for the grievance hearing by certified mail and by email not less than fourteen (14) days prior to the date of the grievance hearing. Such date and time established for the Grievance Committee hearing may be re-scheduled by the agreement of the parties. Notice of the grievance hearing provided to the Complainant and Respondent shall be deemed given upon the earlier of mailing or emailing the notice of the grievance hearing to the Complainant and the Respondent at their last known address as shown in the official records of the Club.
- C. The Grievance Committee Chair or their designee shall preside over the grievance hearing. To conduct a grievance hearing, a quorum of Grievance Committee members shall be present at a grievance hearing, exclusive of any member(s) who may be recused. The grievance hearing shall not be recorded. The grievance hearing shall be conducted in a manner as determined by the Grievance Committee and provide the Respondent an opportunity to be heard with respect to the allegations set forth in the complaint. The Complainant shall be given an opportunity to be heard with respect to

the allegations set forth in the complaint and the Respondent shall be given an opportunity to respond to the allegations of the Complainant. Members of the Grievance Committee shall be permitted to ask questions of any parties and witnesses.

The Complainant and Respondent shall each have an opportunity to make an opening statement at the grievance hearing and to have an attorney present. An attorney may make the opening statement in lieu of the respective Complainant's or Respondent's opening statement, but shall not make any further verbal statements during the grievance hearing and will not be permitted to examine or question any witness or otherwise participate in the hearing.

The Complainant and Respondent will each be given an opportunity to present witnesses and other evidence relevant to the grievance charge(s) and also will be afforded an opportunity to question any witnesses testifying in person. The scope of Complainant's and Respondent's questioning of any witness shall be strictly limited to facts that are directly related to the grievance charge(s). The Complainant or other witness shall not be required to testify in person and in lieu thereof, may submit a written statement. The credibility of the witnesses' statements and the weight to be given to the evidence presented shall be determined in the sole and absolute discretion of the Grievance Committee. The Complainant and Respondent are entitled to be present at all stages of the grievance hearing, except during the deliberation by the Grievance Committee. At the conclusion of the grievance hearing, the Grievance Committee shall deliberate and render a decision. In order to find that the Respondent engaged in misconduct, a majority vote of all Grievance Committee members present (excluding any member(s) who is recused) at the grievance hearing shall be required. Unless a majority of the Grievance Committee members present agree that the Respondent engaged in misconduct, the grievance shall be dismissed. If the Grievance Committee determines by a majority vote that the Respondent did engage in misconduct the Grievance Committee shall determine what disciplinary action shall be taken, if any, by a majority vote (excluding any member(s) who is recused). The Grievance Committee shall render its decision, including a description of the disciplinary actions being imposed, in writing, within seven (7) days after the grievance hearing is concluded. A copy of the decision of the Grievance Committee shall promptly be provided to the Secretary and mailed by certified mail and by email to the Complainant and Respondent. The decision of the Grievance Committee shall be deemed final and binding unless the Respondent files an appeal to the Board pursuant to paragraph 5 herein below.

- D. All records of the Grievance Committee shall be kept confidential in accordance with the Club's document retention policy, but in no event less than five (5) years.
- E. All complaints by Club staff against any member, the member's family, Significant Other, or guests shall be referred to the General Manager, who may file a complaint on behalf of the staff member. If such complaint is filed, and a grievance hearing is

scheduled, the General Manager shall appear at the grievance hearing with the staff member.

F. The only persons who are permitted to be present at a grievance hearing shall be: (A) Grievance Committee members; (B) attorney for the Grievance Committee, if deemed necessary; (C) Complainant and Respondent; (D) attorney for the Complainant and/or Respondent; (E) General Manager when representing a staff member and (F) witnesses and other parties as called by the Grievance Committee.

G. Grievance Committee members are not subject to questioning.

2. Disciplinary Action

If the Grievance Committee, after considering the evidence that was presented at the grievance hearing, determines that the Respondent engaged in misconduct, the Grievance Committee may, but shall not be required to, reprimand and/or suspend some or all of the Club rights and privileges of the Respondent and/or Respondent's Family Members, Significant Other or guests.

3. Suspension

The Committee may suspend a member, family members, Significant Other, or guests from some or all of the Club member's rights and privileges for a period of up to one (1) year. A member shall remain obligated to pay dues, assessments, fees and other charges due to the Club during the period of any suspension, which shall be paid when due. Dues and other obligations shall be paid in full prior to re-instatement of privileges. Subject to the one-year limitation set forth above, the extent and duration of any suspension shall be determined at the sole discretion of the Grievance Committee.

4. Expulsion

The Grievance Committee may recommend to the Board the expulsion of a Non-Resident Member. Upon consideration of the recommendation of the Grievance Committee, the Board may, by two-thirds (2/3) vote of the Governors, expel any Non-Resident Member for misconduct deemed sufficient to the Board. Any Non-Resident Member who has been expelled shall not be again eligible for membership as a Non-Resident Member or admitted to Club property as a guest. An expelled Non-Resident Member shall be notified by certified mail and by email and the Club shall cancel their Membership Certificate and redeem their Membership Bond, if any.

5. Appeal to Board of Governors

The Respondent may appeal the decision or expulsion recommendation of the Grievance Committee to the Board. A written request for an appeal hearing shall be submitted to the Secretary within fifteen (15) days from the date of the mailing of the notice informing the Respondent of the disciplinary action taken by the Grievance Committee. Failure to

timely request an appeal hearing in writing shall constitute a waiver by the Respondent of their right to appeal. Upon the receipt of a written request for an appeal hearing, the Board shall set a date and time for such appeal hearing, which shall be within thirty (30) days after such request, unless mutually waived by all parties. The imposition of any disciplinary action imposed or recommended by the Grievance Committee shall be suspended while an appeal is pending. The appeal hearing shall not constitute a hearing de novo. No new evidence may be presented during the appeal hearing. The Respondent shall not be permitted to present any new testimony or other evidence and may not call or question any witnesses. The arguments presented by the Respondent must be based solely upon the statements and the evidence that was presented during the grievance hearing. The Respondent and Complainant have the right to be present at the appeal hearing and to have an attorney present. The Chair of the Grievance Committee or another member of the Grievance Committee who was present at the original grievance hearing, as their designee, shall be present at the appeal hearing. Appeal hearings shall not be recorded. The scope of the appeal hearing will be limited to the Respondent's or their attorney's presentation of reasons why the Board should reconsider the Grievance Committee's decision, recommendation or disciplinary action, and, if requested by the Complainant, the Complainant's alternative views. The time allotted for presentation during the appeal hearing shall be determined in the sole discretion of the Board. Following the appeal hearing, the Board may affirm, reverse, increase, decrease or otherwise alter the decision, recommendation or disciplinary action of the Grievance Committee. The decision rendered by the Board on an appeal shall be final, conclusive, and binding upon all parties.

ARTICLE XIII

Miscellaneous

1. Amendments

These By-Laws may be amended or repealed, or new By-Laws may be adopted, as provided in the Articles of Incorporation and elsewhere in these By-Laws.

2. Conflict Between By-Laws and Other Club Documents

In the event of a conflict between the terms of these By-Laws and the Articles of Incorporation, the latter shall prevail. In the event of a conflict between the terms of these By-Laws and the Rules and Regulations, these By-Laws shall prevail.

3. Construction, Design and Replacement Projects

No member of the Club, past or present, can be hired, or act, as a general contractor or supervise construction, interior design or equipment replacement projects for any of the Club's facilities if the amount of the repair, addition, replacement or construction in any manner exceeds \$20,000. The Board may negotiate projects, hire outside professionals to supervise projects and receive timely progress reports on projects.

4. Litigation

In the event of litigation between the Club and a member, on any issue, including without limitation an action based on interpretation or enforcement of the Articles of Incorporation, these By-Laws or Rules and Regulations, the prevailing party shall be entitled to the award of costs and attorney's fees, including appellate costs and fees.

5. Fiscal Year

The fiscal year of the Club shall commence on the 1st day of January and conclude on the 31st day of December.

6. Financial Information

The account books and vouchers shall at all times be open to the inspection of any Governor.

7. Checks, Drafts and Indebtedness

All checks, drafts or other orders for the payment of money and notes or other evidences of indebtedness issued in the name of the Club shall be signed by two (2) or more Officers, Club staff or agents of the Club in such manner as shall be determined by the Board.

8. Deposits

All surplus funds of the Club not otherwise employed shall be invested, from time to time, in U.S. Government issued, insured or guaranteed instruments as determined by the Board.

EXHIBIT “2”



4645 White Cedar Lane
Delray Beach, Florida 33445
561 / 499-9090

September 5, 2018

Via: U.S. Mail & Email

September 6, 2018

Manfred Brecker
4430 Live Oak Blvd.
Delray Beach, FL 33445

RE: EXPIRATION OF MEMBERSHIP SUSPENSION

Dear Manny,

As I'm sure you know, the one-year suspension that was imposed upon you by the Delaire Grievance Committee, in part for the harmful material posted on your website, *delairegovernance.com*, will expire on September 13, 2018.

One purpose of this letter is to welcome you back as of September 13th as a Club Member in good standing with full privileges to enjoy the Club's facilities and camaraderie with your fellow Club Members.

You have made no secret of your disagreements with the Club, the Board and others over Club management and operational decisions. I hope, however, that you have come to realize that there are certain standards of conduct that apply to all members which are reasonable and necessary and must be enforced to preserve the peace, tranquility and harmony among the Club's members and to protect the goodwill, character and reputation of the Club and its members. While constructive criticism, suggestions and/or recommendations are always welcome, actions taken that are clearly intended to simply disparage and impugn the good character and reputation of Board Members, Staff Members and/or the Club or that promote divisiveness and disharmony among Club members cannot be permitted in private social/recreational clubs like Delaire.

You have a right to maintain a website that contains responsible content concerning the Club and the Delaire community. However, much of the content that remains on the *delairegovernance.com* website, including but not limited to posts that make unfounded and

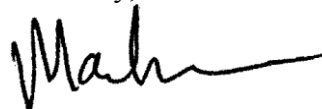
false accusations against Board Members of criminal conduct (e.g., forgery or perjury), corruption and collusion to harm the Club's Members are inimical to the well-being of the Club and its membership. If you wish to remain a Club Member in good standing with full rights and privileges, you are urged to review your website and remove all content that includes unfounded and false accusations and insults against Board Members, staff members and the Club, all of which are improper and which endanger the welfare, safety, congeniality and good reputation of the Club and its members. As a gesture of the Club's good faith and its desire to welcome you back into the fold as a Club Member in good standing, without holding any grudges or ill will for past actions you have taken, the Club will grant you until September 30, 2018 to give you a reasonable opportunity to remove such content from the website that is clearly harmful to the Club and the membership. This safe harbor will not protect you from grievance complaints arising from e-mails or new postings on the website which are sent or posted after the date of this letter. If you have any questions about whether a particular existing posting is or is not offensive (and potentially could lead to a grievance complaint), I'm happy to discuss it with you.

If you choose not to cure your continuing misconduct by removing accusatory, pejorative and insulting content from the *delairegovernance.com* website by midnight September 30, 2018, a grievance complaint(s) may be filed against you for content that remains on the *delairegovernance.com* website which may result in you being subject to disciplinary action by the Grievance Committee under Article XII of the Bylaws.

It is the Board's earnest desire that the reinstatement of your membership privileges will open a new chapter in the relationship between you and the Club, the Board of Governors, Staff and the Membership and that you will take the opportunity to become the kind of member your fellow members respect and appreciate, and with whom we can enjoy many happy and peaceful years together.

With best regards.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Zucker', with a long horizontal flourish extending to the right.

Mark Zucker, President
For the Board

EXHIBIT “3”



P A D U L A B E N N A R D O L E V I N E
COLLABORATIVE LEGAL SOLUTIONS FOR TODAY'S BUSINESS NEEDS

September 28, 2018

VIA FIRST CLASS MAIL and EMAIL (kberglin@boydlawgroup.com)

Kyle T. Berglin, Esquire
Boyd Richards Parker Colonnelli
100 S.E Second Street, Floor 36
Miami, Florida 33131

Re: Brecker v. Delaire – Response to Delaire's Expiration of Membership Suspension Notice

Dear Mr. Berglin:

This letter is in response to Mark Zucker's letter, dated September 5, 2016, as President of Delaire Country Club ("Delaire" or the "Club"), and directed to our client, Manfred Brecker. I am attaching a copy of this letter in case you have not reviewed it.

Mr. Brecker and I are pleased that Delaire recognizes in its letter that Mr. Brecker has the right to maintain a website concerning the Club and the Delaire community. However, Mr. Brecker and I are not sure of which content Delaire considers to fall within its definition of "misconduct" as mentioned in the Club By-Laws.

Please provide a list of each website page which Delaire deems to fall within its "misconduct" definition. Indeed, the threat of another grievance without specifically identifying each page is unfair and unreasonable.

Regards,

STEPHEN J. PADULA
For the Firm

SJP/ljh
Enclosure
cc: Manny Brecker (w/enc)



4645 White Cedar Lane
Delray Beach, Florida 33445
561 / 499-9090

September 5, 2018

Via: U.S. Mail & Email

September 6, 2018

Manfred Brecker
4430 Live Oak Blvd.
Delray Beach, FL 33445

RE: EXPIRATION OF MEMBERSHIP SUSPENSION

Dear Manny,

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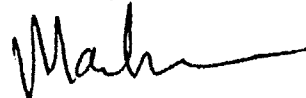
false accusations against Board Members of criminal conduct (e.g., forgery or perjury), corruption and collusion to harm the Club's Members are inimical to the well-being of the Club and its membership. If you wish to remain a Club Member in good standing with full rights and privileges, you are urged to review your website and remove all content that includes unfounded and false accusations and insults against Board Members, staff members and the Club, all of which are improper and which endanger the welfare, safety, congeniality and good reputation of the Club and its members. As a gesture of the Club's good faith and its desire to welcome you back into the fold as a Club Member in good standing, without holding any grudges or ill will for past actions you have taken, the Club will grant you until September 30, 2018 to give you a reasonable opportunity to remove such content from the website that is clearly harmful to the Club and the membership. This safe harbor will not protect you from grievance complaints arising from e-mails or new postings on the website which are sent or posted after the date of this letter. If you have any questions about whether a particular existing posting is or is not offensive (and potentially could lead to a grievance complaint), I'm happy to discuss it with you.

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With best regards.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Zucker', with a long horizontal flourish extending to the right.

Mark Zucker, President
For the Board

EXHIBIT “4”

February 19, 2019

Judy Singer, Chair
Grievance Committee
Delaire Country Club
4645 Live Oak Blvd
Delray Beach, FL 33445

Re: Grievance Complaint

Dear Mrs. Singer:

Pursuant to the relevant provisions of Article XII of the By-Laws of Delaire Country Club, please consider this letter to be a formal grievance complaint filed against Manfred Brecker for conduct that, among other things, endangers the harmony of the Club and interferes with the pleasant and congenial social relationships between members. Mr. Brecker's actions, as described herein below, constitute intentional misconduct on his part.

This complaint is being made individually by Wayne Feinberg, Curtis Karpel, Melvin Katz, Dr. Barbara Lurie and Ira (Buddy) Magod, who join so as to have one complaint as Mr. Brecker elected to name each of the complainants within one statement on his website. This complaint is timely filed pursuant to the approximate time limitations set forth in the Club's By-Laws.

Mr. Brecker maintains, supports and operates a website, www.delairegovernance.com. In a posting on his website, Mr. Brecker identified your five Complainants as "perverts". The exact language on the site is "...LIES BY THE PERVERTS SUCH AS FEINBERG, MAGOD, KARPEL, KATZ, LURIE...". Attached as an exhibit is the specific website post noted as Exhibit 1, and the specific and complete remarks in question are found on page three of that document.

"Pervert" is generally defined as a "person whose sexual behavior is regarded as abnormal or unacceptable". The reference to each of the Complainants as "perverts" is defamatory and/or defamatory per se.

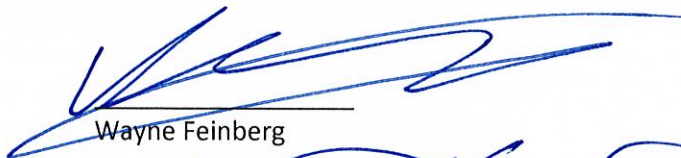
Mr. Brecker pays for, publishes and determines the content of all material contained with his website, "delairegovernance.com". When publishing the information contained within his website, Mr. Brecker did so with malice and bad faith. The site when describing the Complainants is not fair use of his website but rather an act of "bad faith" to the Complainants. The respondent has harmed the Complainants' integrity and standing in the community without justification.

The Respondent was offered the opportunity to remove those defamatory statements from his website but refused to do so.

Mr. Brecker, by his (in)actions, deserves to have his activities in this regard sanctioned as a grievable matter by the Grievance Committee.

Please submit this letter to the Grievance Committee for its review.

Very truly yours,



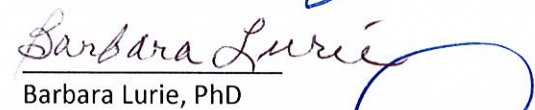
Wayne Feinberg



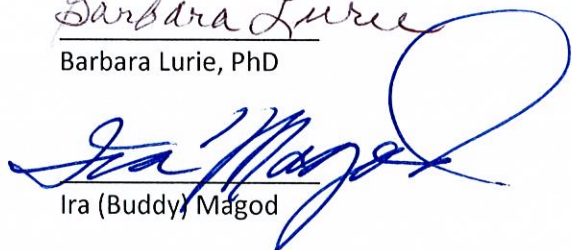
Curtis J. Karpel



Melvin Katz



Barbara Lurie, PhD



Ira (Buddy) Magod

EXHIBIT 1

Delaire Governance

Follow

Search Site

JOIN DELAIRE - GET A HOME FOR FREE

PAST BOARD CHAIR ATTACKS MEMBER - VIEW VIDEO

Latest News

VIOLENCE VISITS DELAIRE

DELAIRE FLIM FLAM

COMMENTS

12/29 - 100K Home Sale

CORRUPTION?

POA Video - 2.11.19

BOGUS BUILDER DEALS

Rose Apple Tragedy

HOME

BUYER BEWARE

POA

MANNY'S CORNER

COMMENTS

BOGUS

ARCHIVES

BRECKER SUIT

HOME SALES

ABOUT

Please give us your thoughts and suggestions on any subject with **total anonymity**.

3763 Red Maple - \$100K - 75% Haircut - 12.28



Leave a message...

sense as they could manage it better than we can. They would open up the membership as should we.

new arrival · 17 days ago · Reply



We need a change our Board is not working for our benefit. I read the expose with Stu Naar. Disgraceful as well as crazy. After reading the many articles I am beginning to hate this place. Let us all get together and throw the bums out! How could they put Killik on the grievance committee he should have known better if nothing else.

Remorseful member · 15 days ago



read what Manny says about the DEPA and their recycling program. makes a lot of sense.

https://docs.wixstatic.com/ugd/406479_1941e5f38359466f9e153d7730968817.pdf

rw · 19 days ago · Reply



I am concerned about the underground piping that no one is talking about, that should be mentioned in the Good Life not the Newman Pipe-Dreams

concerned member · 17 days ago



every time they talk about the drainage, the price goes up another 500K. they don't really have any idea what this will ultimately cost. the only thing we know for certain is that it was ignored and neglected for 30-40 yrs.

LG · 17 days ago



Napoleon Complex: it occurs in people of short stature. It is characterized by overly-aggressive or domineering social behavior. and carries the implication

every, aggressive or dominating social behavior, and carries the implication that such behavior is compensatory for the subject's stature. Delaire would be a more peaceful place if Art Newman were 2 inches taller.

Concerned member · 20 days ago · Reply

The Newman's of Delaire have issues with physical appearances. That makes them act like "Bully Big Shots" Inferiority complexes are the result. Let it be known that they have earned the right to those feelings! THEY ARE "INFERIOR"!!

mb · 20 days ago

read this report on ADULT BULLYING.

https://docs.wixstatic.com/ugd/406479_9a90de19c0a54c5b9fa5333558d2460a.pdf

This sounds exactly like Delaire.

GA · 19 days ago

The women at Delaire are worse than the men. It's like high school.

If · 19 days ago

Has anyone been paying attention to all the costly and time consuming effort the DEPA has been putting into their recycling program? Anyone have any idea what this is costing us? Aren't there bigger fish to fry?

fr · 21 days ago · Reply

Manny's little cup commentary is a brilliant review. The Board has no clue between importance and stupidity! You did it again, set fire to their trials and exposed Jim Newman as AMERICAS NO.1 JERKS.

pp · 20 days ago

The problem is not Art Newman's violence, the problem is the lack of action from the Club. Art Newman should be suspended and reprimanded. The Club's inaction to follow its own rules is an embarrassment.

Concerned member · 22 days ago · Reply

Bullies are running the club like a High School fraternity. Childish play actors with fingers in the cookie jar. Losing Resident members from 326 to 280. Houses with golf course views selling for \$100,000 make investments into garbage! Allowing non-residents with a \$1000 bond on the Board. All that can bring disaster in 2019. Folks are beginning to see the light! When will they make the change?

Manny Brecker · 21 days ago

if you haven't seen it yet, you must watch. Newman is off the rails.

<https://www.delairegovernance.com/attack-video>

red · 21 days ago

Just watched the video where Art Newman attacked you. I'm embarrassed about having such an evil and violent person as a neighbour. I'm sorry Manny you have to deal with this kind of treatment just because someone doesn't agree with your views. Intelligent people can disagree without violence, Art Newman cannot.

Florencia Martinez · 23 days ago · Reply

Thanks for the kind words. We are taking the club into a court of law for every-bodies benefit to make the proper legal changes to wipe out this allowable carnage. This is the year of the changeover with the help of the Jury.

Manny Brecker · 21 days ago



Just got the LANG REALTY Advertisement they sold 19 houses since January 2018 in Delaire! I said that during the Town Hall Meeting! Zucker said my Website was killing home sales. When I said that was a lie and that was the reason for my 1 year suspension causing the "Law Suit". Art Newman attacked me and the Perverts cheered. Who was telling the truth and who are the liars? Now you know! Do you want them to continue lying to you?
Manny Brecker · a month ago · Reply



Manny revenge is shaping-up! President Karpel gone, Art Newman suspended, Salzman and Newman selling their houses moving out, Zucker under attack, Grievance Committee forced to his hearings ending-up in a real court of Law, his Website keeps on telling the truth, the Board losing legal battles ending their shady power. Not bad for a single player!

One of member admirers · 25 days ago



I add my self to the list of admirers. The bagel room is full of stories about him. Lies by the perverts such as Feinberg Magod Karpel Katz Lurie all Putzes. He is my hero he shows them-up and the Board and they fear him for his accomplishments to date.
st. · 23 days ago



Delaire will have to settle the Brecker lawsuit before Bocaire would seriously consider a merger.

docs.wixstatic.com/ugd/406479_3a11fd8fd55a4b53972a8219eefafac6.pdf

GA · a month ago · Reply



Grievance filed against Zucker.

https://docs.wixstatic.com/ugd/406479_fe2b80d492ea422eab56f578d00d298d.pdf

What's wrong with our leaders? Why would they fear the son of an elderly member who wants to attend an informal discussion? We are not exactly working on the A-bomb or hypersonic missiles. what's the big deal?

rs · a month ago · Reply



every time a Delaire Board president opens their mouth, another lawyer's kid's college tuition is paid for. unbelievable. you have to know this is going to court.

LL · a month ago



They said as much right here.

https://docs.wixstatic.com/ugd/406479_a32df2f987f141e3b74e07f11573b308.pdf

prw · a month ago



The "FEAR REASON". Leadership failures "exposed". Non-Resident pricing killing home buying "exposed". Members & employees being beaten-up "exposed". Failing infrastructure "exposed". Conflict of interest "exposed". Selective Enforcement "exposed". Telling the way it is "HALTED" at all costs when the informer arrives. What happened to fairness, decency and most of all "Democracy"?

The New SHERIFF · a month ago



As I said before, we are being played for suckers, told who we can talk to, threatening our wife's with ostracizing if we talk to Manny and more. Who the hell are these Klutz to treat us that way and we pay big bucks

who the hell are these kids to treat us that way and we pay big bucks to be members and this is supposed to be a classy resort? Its the Bowery as it has been said. Get professionals to run our club NOW!
TJ · a month ago

Manny started a revolution against all odds! He is successful. I support him fully. Those that don't are the "Fools"! I do it for the moment on the quiet until my wife gets aboard. FACT. Selling houses is hard until we rid us of the two faced Board. It's happening. They are losing control. They have a tough guy to deal with.
Old member · 25 days ago

Attention Members a New Abusing!

At the "sit-down discussion" Mark Zucker cancelled his meeting as I and Dr. Rosenberg arrived at the door. He used a fabricated excuse that Dr. Rosenberg does not belong in the room. Another shoddy injustice! What do they fear? Why keep us from questioning? Maybe ours will not be easy-going? Zuckers act of aggression will be met with a "Declaratory Motion" Rosenberg vs. Delaire! Dr. Rosenberg came with "Power of Attorney" giving him the right to enter. WELCOME to DELAIRE 2019

Manny Brecker · a month ago · Reply

I was there and I did not understand why Mark canceled the meeting it mad no sense.I was glad to see Manny he brings excitement and makes sense.I guess they use any excuse not to let him talk. They fear him and that is good sign.
rr · a month ago

Who is Zucker to rule who belongs in any room or not! Time we get them straightened out who is permitted to be in the room,who is permitted to talk to whom, no one tells me who to talk to EVER or who I can sit with EVER !We are in the adult world not in Kindergarten.
JP · a month ago

Read about the solution for Weston Hills CC in Broward County.
https://docs.wixstatic.com/ugd/406479_d6c6e5b0d10d46f4bc3160465c098454.pdf There's a lot of money in Weston. Seems like a club like this would be a huge success. https://en.wikipedia.org/wiki/Weston,_Florida
willyA · a month ago · Reply

We need something like that or all of it. What we get instead is the ramblings of Mark Zucker at his bagel events like tomorrow.What did

SECURE THE VOTE - LOCK THE BOX

Latest News

Demand Good Governance

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EXHIBIT “5”



4645 White Cedar Lane
Delray Beach, Florida 33445
561 / 499-9090

VIA MAIL & EMAIL

February 25, 2019

Wayne Feinberg
4422 White Cedar Lane
Delray Beach, FL 33445

Curtis J. Karpel
4429 White Cedar Lane
Delray Beach, FL 33445

Melvin Katz
4501 White Cedar Lane
Delray Beach, FL 33445

Dr. Barbara Lurie
4700 Cherry Laurel Lane
Delray Beach, FL 33445

Ira Magod
4309 White Cedar Lane
Delray Beach, FL 33445

Dear Messer's Feinberg, Karpel, Katz, Magod and Dr. Lurie:

The Grievance Committee met on February 22 regarding your correspondence dated February 19, 2019 and determined that the complaint does not rise to the level of a Grievance.

Sincerely,

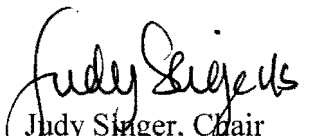

Judy Singer, Chair
Grievance Committee

EXHIBIT “6”

March 4, 2019

Judy Singer, Chair
Grievance Committee
Delaire Country Club
4645 Live Oak Blvd
Delray Beach, FL 33445

Re: Grievance Complaint against Manfred Brecker

Dear Mrs. Singer:

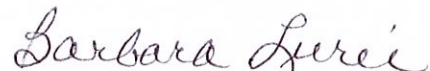
Please consider this letter to be a grievance complaint against Manfred Brecker. This complaint is made pursuant to the relevant provisions of Article XII of the By-Laws of Delaire Country Club. Mr. Brecker's actions, as described below, have endangered the harmony of the Club, interfered with the pleasant and congenial social relationships between its members, and constitute misconduct on his part.

Mr. Brecker, over a period of time and continuing to date, maintains, supports and operates a website (www.delairegovernance.com), for which he has total control of its content. Since its creation approximately one year ago, numerous statements and comments by Mr. Brecker, and from others for whom he has provided a platform, have been posted on this site. Many of these have been false, harmful and inflammatory to the club and to certain of its members.

The comments about me are an attack on my character. The continuation of this website is an act of misconduct. Mr. Brecker has been asked on several occasions to take down the website, but has refused to do so.

I have included in this complaint highlighted examples of the derogatory postings found in Mr. Brecker's website (see enclosed).

Very truly yours,


Barbara Lurie

Delaire Governance

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PAST BOARD CHAIR ATTACKS MEMBER - VIEW VIDEO

Latest News	VIOLENCE VISITS DELAIRE	DELAIRE FLIM FLAM
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POA Video - 1.7.19	BOGUS BUILDER DEALS	Rose Apple Tragedy
HOME	BUYER BEWARE	POA
MANNY'S CORNER	COMMENTS	BOGUS
ARCHIVES	BRECKER SUIT	HOME SALES
ABOUT		

Please give us your thoughts and suggestions on any subject with **total anonymity**.

3763 Red Maple - \$100K - 75% Haircut - 12.28

Leave a message...

The problem is not Art Newman's violence, the problem is the lack of action from the Club. Art Newman should be suspended and reprimanded. The Club's inaction to follow its own rules is an embarrassment.

Concerned member · a day ago · Reply

Bullies are running the club like a High School fraternity. Childish play actors with fingers in the cookie jar. Losing Resident members from 326 to 280. Houses with golf course views selling for \$100,000 make investments into garbage! Allowing non-residents with a \$1000 bond on the Board. All that can bring disaster in 2019. Folks are beginning to see the light! When will they make the change?

Manny Brecker · 2 hours ago

Just watched the video where Art Newman attacked you. I'm embarrassed about having such an evil and violent person as a neighbour. I'm sorry Manny you have to deal with this kind of treatment just because someone doesn't agree with your views. Intelligent people can disagree without violence, Art Newman cannot.

Florencia Martinez · 2 days ago · Reply

Thanks for the kind words. We are taking the club into a court of law for every-bodies benefit to make the proper legal changes to wipe out this allowable carnage. This is the year of the changeover with the help of the Jury.

Manny Brecker · 2 hours ago

Just got the LANG REALTY Advertisement they sold 19 houses since January 2018 in Delaire! I said that during the Town Hall Meeting! Zucker said my Website was killing home sales. When I said that was a lie and that was the reason for my 1 year suspension causing the "Law Suit". Art Newman attacked me and the Perverts cheered. Who was telling the truth and who are the liars? Now you know! Do you want them to continue lying to you?

www.delairegovernance.com
Manny revenge is shaping up. President Karpel gone, Art Newman suspended, Salzman and Newman selling their houses moving out, Zucker under attack, Grievance Committee forced to his hearings ending-up in a real court of Law, his Website keeps on telling the truth, the Board losing legal battles ending their shady power. Not bad for a single player!

One of member admirers · 4 days ago

I add my self to the list of admirers. The bagel room is full of stories about him. Lies by the perverts such as Feinberg Magod Karpel Katz Lurie all Putzes. He is my hero he shows them-up and the Board and they fear him for his accomplishments to date.

st. · 2 days ago

Delaire will have to settle the Brecker lawsuit before Bocaire would seriously consider a merger.

docs.wixstatic.com/ugd/406479_3a11fd8fd55a4b53972a8219eefafac6.pdf

GA · 6 days ago · Reply

Grievance filed against Zucker.

https://docs.wixstatic.com/ugd/406479_fe2b80d492ea422eab56f578d00d298d.pdf

What's wrong with our leaders? Why would they fear the son of an elderly member who wants to attend an informal discussion? We are not exactly working on the A-bomb or hypersonic missiles. what's the big deal?

rs · 7 days ago · Reply

every time a Delaire Board president opens their mouth, another lawyer's kid's college tuition is paid for. unbelievable. you have to know this is going to court.

LL · 6 days ago

They said as much right here.

https://docs.wixstatic.com/ugd/406479_a32df2f987f141e3b74e07f11573b308.pdf

prw · 6 days ago

The "FEAR REASON". Leadership failures "exposed". Non-Resident pricing killing home buying "exposed". Members & employees being beaten-up "exposed". Failing infrastructure "exposed". Conflict of interest "exposed". Selective Enforcement "exposed". Telling the way it is "HALTED" at all costs when the informer arrives. What happened to fairness, decency and most of all "Democracy"?

The New SHERIFF · 6 days ago

As I said before, we are being played for suckers, told who we can talk to, threatening our wife's with ostracizing if we talk to Manny and more. Who the hell are these Klutz to treat us that way and we pay big bucks to be members and this is supposed to be a classy resort? Its the Bowery as it has been said. Get professionals to run our club NOW!

TJ · 5 days ago

Manny started a revolution against all odds! He is successful. I support him fully. Those that don't are the "Fools"! I do it for the moment on the quiet until my wife gets aboard. FACT. Selling houses is hard until we rid us of the two faced Board. It's happening. They are losing control. They have a tough guy to deal with.

Old member · 4 days ago

Attention Members a New Abusing!

www.delairegovernance.com
Rosenberg does not belong in the room. Another shoddy injustice! What do they fear? Why keep us from questioning? Maybe ours will not be easy-going? Zuckers act of aggression will be met with a "Declaratory Motion" Rosenberg vs. Delaire! Dr. Rosenberg came with "Power of Attorney" giving him the right to enter. WELCOME to DELAIRE 2019

Manny Brecker · 8 days ago · Reply

I was there and I did not understand why Mark canceled the meeting it mad no sense.I was glad to see Manny he brings excitement and makes sense.I guess they use any excuse not to let him talk. They fear him and that is good sign.
rr · 7 days ago

Who is Zucker to rule who belongs in any room or not! Time we get them straightened out who is permitted to be in the room,who is permitted to talk to whom, no one tells me who to talk to EVER or who I can sit with EVER !We are in the adult world not in Kindergarten.
JP · 6 days ago

Read about the solution for Weston Hills CC in Broward County.
https://docs.wixstatic.com/ugd/406479_d6c6e5b0d10d46f4bc3160465c098454.pdf There's a lot of money in Weston. Seems like a club like this would be a huge success. https://en.wikipedia.org/wiki/Weston,_Florida
willyA · 10 days ago · Reply

We need something like that or all of it. What we get instead is the ramblings of Mark Zucker at his bagel events like tomorrow.What did that accomplish we only get deeper in the whole he lied about the \$3400 at the Town Hall meeting which started the roust. No documentation only false tongued words. That is all we get.
GW · 9 days ago

BOYCOTT THE MEMBERSHIP MEETINGS OF THE CLUB AND THE POA!! DON'T VOTE AT ALL! STRIKE! STRIKE!! SHUT ALL THE BOARDS DOWN! DON'T SHOW UP!! STRIKE AND BOYCOTT! HAVE BRECKER SHOW UP WITH HIS BODYGUARDS! HE WILL TAKE THE PICTURES AND SHOW US WHO THE BOARDS SHILLS ARE! DON'T VOTE ON ANYTHING! THAT IS STEP ONE TOWARD US GETTING OUT OF THIS MESS!
UPSET RESIDENT · 12 days ago · Reply

Hey that is a good idea. If nobody votes they can't hurt us anymore why didn't we think about this before.
tj · 12 days ago

Shut our government down like Pelosi did with the U.S. Government the market has climbed everyday. Maybe our property values will go up if they can't hurt us anymore. Best plan yet!
another up-set Resident member · 11 days ago


There a lot of us at the club that believe what we read on the web is best for us. Everyday more and more of us are becoming aware. The dues keeps going up all the time and that was not to happen with the Non-Resident members with their \$4000 benefits to us. I am out-of-pocket another \$1200 for dues this year I can't afford this. Can YOU?
JJ Resident member · 11 days ago

Read about coming assessments. This is outrageous.
https://docs.wixstatic.com/ugd/406479_3499d61c98f2426888c014237ea81a


· had one of \$600. where will it end?
prw · 13 days ago · Reply

I am an Associate member who had their dues increased to almost full boat. I am paying a lot more than the Non-Residents and I can't use the golf course and they can and my dues will go up further in the future. How does that make sense. We can't vote on the golf courses and they use our money for it. How does that make sense. Stu Naar not paying what I pay can be a Board member and I can't. Nothing makes sense any longer. We need a professional to make sense. I can't even quit. It makes no sense. Somebody Help us!!

An Associate member · 13 days ago · Reply

 If you now pay full dues, I'd say you're a full blown member and can use anything you want. Some Board members want these mostly older members out of here so they can have their homes for renovation by their contractor buddies. Take a look at this:
<https://www.delairegovernance.com/conflicts>

ns · 13 days ago

 Associated membership was a fair deal when it was first introduced. It is no longer fair or reasonable. We should have put our foot down when they took our money for the Golf Course from the CAPITAL IMPROVEMENT FUND and didn't let us vote. Now they are raping us and forcing us out. I should have listened to Manny not Fake Art Newman we all should have. Throw them out.

An Associate member with great regrets · 13 days ago

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EXHIBIT “7”

March 5, 2019

Judy Singer, Chair
Grievance Committee
Delaire Country Club
4645 Live Oak Blvd
Delray Beach, FL 33445

Re: Grievance Complaint against Manfred Brecker

Dear Mrs. Singer:

Please consider this letter to be a grievance complaint against Manfred Brecker. This complaint is made pursuant to the relevant provisions of Article XII of the By-Laws of Delaire Country Club. Mr. Brecker's actions, as described below, have endangered the harmony of the Club, interfered with the pleasant and congenial social relationships between the members, and constitute intentional misconduct on his part. This complaint is timely filed pursuant to the appropriate time limitations as set forth in the Club's By-Laws.

Mr. Brecker, over a period of time and continuing to date, maintains, supports and operates a website, www.delairegovernance.com. Since its creation approximately one year ago, numerous statements and/or comments by Mr. Brecker have been posted on that site which were false and/or harmful to the Club and/or certain of its members.

In certain instances, statements have been posted by Mr. Brecker which have been used as a forum to detail certain defamatory, degrading and/or negative remarks about the Club and/or certain of its members, i.e.: "Lies by the perverts such as Feinberg Magod Karpel Katz Lurie". He was asked to take down this statement but refused. The real purpose of this website is to adversely affect the Club and/or its members.

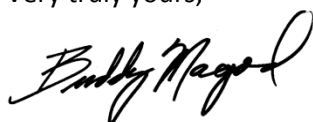
I believe that everyday the website is operating serves as a continuing act of misconduct on Mr. Brecker's part.

Attempts have been made in the past to have Mr. Brecker take down and close his website, but he refuses to do so and the site continues to present incorrect and/or false information.

As an example of the continuing activities of Mr. Brecker in this matter, please find recent copies of postings on his website, which is illustrative of facts supporting this complaint.

I hope your Committee will meet to act upon this complaint.

Very truly yours,

A handwritten signature in black ink, appearing to read "Buddy Magod", written in a cursive style.

Ira (Buddy) Magod

Delaire Governance

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CORRUPTION?

POA Video - 2.11.19

BOGUS BUILDER DEALS

Rose Apple Tragedy

HOME

BUYER BEWARE

POA

MANNY'S CORNER

COMMENTS

BOGUS

ARCHIVES

BRECKER SUIT

HOME SALES

ABOUT

Please give us your thoughts and suggestions on any subject with **total anonymity**.

3763 Red Maple - \$100K - 75% Haircut - 12.28



Leave a message...



I wondered why the Delaire roads were flooded and the golf course closed. I think this piece has the answer.

https://docs.wixstatic.com/ugd/406479_ccdae8edb6c241c297ea1d0771a0b905.pdf

sg · 2 days ago · Reply



DELAIRE is an "Emerging 3 rd rate Country"! All we do is tax and punish those that live here! Flooding is not our main concern. TRAP GATES, Speed Bumps, "Grievance Hearings and Dog Poop" are important. Town Hall Meetings for planning our Future is a JOKE !We can't even control our Up-To The Minute. Why would anybody buy here? Turns -out what we should have bought is a "Submarine" not a House. Better think about getting Professionals not Play Actors to lead us! Manny Brecker · a day ago



I don't like Brecker. I don't like the way his website portrays Delaire, BUT it is tough to dispute the facts which are well documented. han · a day ago



I like him because he is not afraid like most of us to tell it as it is. He got guts, he is funny, is a Pilot and fly's the sick and makes the Board jump to his tune. I like winners! stuck · 18 hours ago



like him or not, Delaire now has 40 homes actively listed for sale. This does not include pocket listings, builder homes in process or REO situations. It's likely that as many as 60-70 homes are somewhere in the sale, construction or workout process. That's a lot of homes for a development with only 324 homes. We're talking about 20% and people

keep adding more. This says many people are saying we want out. It's gotten a little too crazy for people who just want to relax and enjoy golf. The Board has to get the website down. There is some number Brecker will take and some people will have to apologize profusely and eat some humble pie. Maybe get his pal Berkowitz to help broker a deal. The website must go or home sales will continue to slow down. When a prospective buyer sees this many homes available, he begins to wonder why. Then he finds the website and Delaire is no longer a consideration

dwr · 16 hours ago



Lets face the real Facts! Mandatory Membership is trouble. Those that rid themselves got increased Home Values. All of them! We must vote MM OUT! That is what the Town Hall Meeting should be all about! That is FUTURE PLANNING

troubled member · 5 hours ago



Come on people. Stop with the grievances. It's difficult enough to sell a house in Delaire without all our dirty laundry being aired in public. Delaire Board - get this suit settled and this website down. Brecker - be reasonable, take some cash and lose the website. This dispute is harming everyone at Delaire and is grossly unfair to the average homeowner at Delaire.

sr · 2 days ago · [Reply](#)



Delaire use Grievances to control the Mandatory Captive's, not the Non-Residents. They quit and no longer pay dues. Non-resident Edelman responsible beating-up Ray never brought to a hearing? The website defends and will remain! Lawsuits "dress-down" deplorable bringing "Dirty Laundry". Homeowners MUST "DRAIN THE SWAMP" the oppressed have their hands full defending against the rubbish!

Manny Brecker · 2 days ago



You have been expecting this. Grievance filed against Cutler & Salzman. https://docs.wixstatic.com/ugd/406479_f3d650416e3d48ffa8e52a989d4c5d19.pdf

LL · 4 days ago · [Reply](#)



Based on the Salzman/Cutler attack the Brecker response is justified. The Salzman/Cutler grievance and being set for a hearing is proof that the INMATES HAVE TAKEN CHARGE OF THE INSTITUTION

disgusted member · 3 days ago



Read grievance filed by Salzman/Cutler. https://docs.wixstatic.com/ugd/406479_59a46cb53ded425c9910dd65de8012fc.pdf "NEAR BREAKDOWN" suffered by Cutler. Poop sample offered up for DNA testing. Can it get any crazier? Doesn't this support Brecker's claim that he has been bullied and abused?

hee · 4 days ago · [Reply](#)



You have to know that this will not go unanswered. Manny is bound to answer back with his own grievance. Justified IMHO.

LL · 4 days ago



Allowing office holders making a MOCKERY out of our regulations displays contempt of all of us! Brecker's answering them is the HOLY GRATI If not for the WFR who would know that MADMEN run our Club!

GRIEVE IT NOT FOR THE WEB WHO WOULD KNOW THAT I'D BEEN TALKING CLUB.
The medals on the front wall are FAKE the WEB is not!!!
disgusted member · 4 days ago



Angry, cranky old men at it again. Women are smarter than this. Let's be more polite. Be happy. Smile.
new arrival · 5 days ago · [Reply](#)



This is too much. Now Brecker has filed a grievance against "the gang of five". https://docs.wixstatic.com/ugd/406479_5f2a41d124f54414a80fe1461db9aece.pdf You had to know this was coming after their unfounded charge.
ds · 5 days ago · [Reply](#)



Thank you for this website.
jacob gold · 6 days ago · [Reply](#)



Jacob I thank you for coming forward with your kind remark. The Club is out of control they are reeling of their own making. They no longer have any CLOUT they want to get rid of this website which is a "Mandatory Members Security Blanket" they will never get that the latest WIZARD GRIEVANCES made that a certainty!!!!
Manny Brecker · 5 days ago



you have to be kidding. Why would these five wizards file a grievance against brecker who is excluded from our D & O liability insurance? Are they nuts? https://docs.wixstatic.com/ugd/406479_71f7b82f76f04f00921aed3f5ff55e68.pdf
ds · 7 days ago · [Reply](#)



OMG! what is wrong with people at Delaire? Don't we have enough issues without creating new ones? The Board should have some mechanism to sanction those who file scurrilous and unfounded grievances. There must be created a list of actionable offenses and clear cut guidelines. If you simply say misconduct, anyone can file a grievance for just about anything.
GW · 6 days ago



Better yet, just dump the whole grievance process. Most of these are nothing more than petty spats that have the potential to morph into lawsuits if people feel unfairly treated.
Chi-Town · 6 days ago



Thank you for this website. I was considering a home purchase in Delaire, but wouldn't even remotely consider it now.

buyer · 11 days ago · [Reply](#)



I don't like to hear about rejecting us after reading this dam web. Who ever thought this could happen with this stupid web. I never cared about all this crap. I am here to have a good time. Its beginning to look like my good time is over and I can't quit that makes me care!
a crying member · 10 days ago



I wish I had seen this website before I plunked down my money. Now

I'm stuck unless I want to kiss off a couple of hundred thousand to get out and buy a new membership elsewhere. I think realtors should notify potential buyers of this website. Buyers are entitled to all the available info, not just realtor hype.

Stuck · 10 days ago



Every time I look at the web there is more bad news. I can't blame the website it is what it is. How did they allow Non-Resident members coming on the Board. Now Underground Piping Costing \$1 Million Dollars. It never stops. Is this what having a good time is all about? IT IS TIME TO MAKE CHANGES I HAD ENOUGH!

a Home owner · 10 days ago



Smart move. Wish I had seen this site before I bought here.

rw · 9 days ago



In the good life, Stu Naar claims to be full time resident in one statement and then says non resident in another. Which is he? I didn't think nonresidents could be on the board.

4463tf · 13 days ago · [Reply](#)



Members Beware what you Wish For!

STU NAAR wrote this UNTRUTHFUL BLURB in "GOOD LIFE" "As one of the few full time Resident running for the Board". He doesn't live here. Made "NO INVESTMENT" in any property, paid a negligible \$2000 initiation fee vs. \$79,000 for Mandatory, pays no \$410 per month for using the Club House, gets Free Golf Cart/Storage for entire Family has no PRIDE of OWNERSHIP in our Community, is a Realtor doing business in Delaire which poses a CONFLICT of INTEREST making him ineligible for Board Membership. NREM as per ARTICLE VI & XI of the ARTICLES OF INCORPORATION have "NO" voting/committee or Board privileges until proven differently by Law. How can ZUCKER endorse such a CHARADE? Tighten your safety belts we will have more to say in our upcoming article Brecker vs. Delaire worth waiting for!

MANNY BRECKER · 13 days ago



Mr. Brecker I read your letter to the POA. You are right we cannot allow a Builders on our POA Board. As the man in Washington says so often "Clean the Swamp".

POA member · 17 days ago · [Reply](#)



I watched the tape of the meeting. The argument of the conflict of interest must be solved as the man says. How can we allow a Builder or

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EXHIBIT “8”



4645 White Cedar Lane
Delray Beach, Florida 33445
561 / 499-9090

VIA CERTIFIED MAIL (7006 2760 0004 2453 1380) & EMAIL

March 8, 2019

Manfred Brecker
4430 Live Oak Blvd
Delray Beach, FL 33445

Dear Mr. Brecker:

Please be advised that two complaints have been filed against you. The correspondence which prompted the grievance filings is enclosed for your review. The Grievance Committee met on March 8 and determined that the complaints rise to the level of grievances.

A hearing has been scheduled for **Tuesday, March 26 at 3:00 pm** in the Board room, at which time you will be able to appear before the Grievance Committee. You are welcome to bring any witnesses to the event.

At its meeting on March 8, the Grievance Committee also addressed your two complaints against Wayne Feinberg, Curt Karpel, Mel Katz, Barbara Lurie and Buddy Magod (dated February 23); and Cathy Cutler and Steve Salzman (dated February 24). The Committee determined that neither complaint rises to the level of a grievance.

Sincerely yours,


Judith Singer, Chair