



**SECOND DCA REJECTS USE OF AMENDED REFUND POLICY BY
GOLF COURSE COUNTRY CLUB**

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In an opinion filed February 17, 2016, the Second District Court of Appeal affirmed in part and reversed in part a trial court ruling in a lawsuit by a member against a golf course country club. In 2006, Vincent and Beth Gualtieri joined a golf club owned by Verandah Development, LLC and paid a \$40,000.00 equity deposit. The membership plan in effect at that time included a “one in, one out” refund policy. In 2009, Verandah amended the membership plan to provide that the golf club would issue refunds to one resigned member for every three new memberships issued in a given category. In 2014, the Gualtieri’s resigned their membership. They were informed by Verandah that they would be refunded under the amended “three in, one out” policy. The Gualtieri’s filed suit seeking an immediate refund of their deposit.

The trial court entered a Summary Judgment in favor of the Gualtieri’s and ordered Verandah to immediately refund the \$40,000.00 membership deposit. The Second District Court of Appeal focused on the language in the membership agreement and held that based on the language in the agreement, the amendment rights of the country club pertained only to the membership privileges, not the substantive right to a refund. The Court distinguished an opinion from the Fourth District Court of Appeal in Hamlet Country Club Inc. vs. Allen, 622 So.2d 1081 (Fla. 4th DCA 1993) in which a country club successfully amended a refund provision which was governed by the Club’s by-laws, not by a membership agreement. The ruling from the trial court was affirmed with regard to rejecting Verandah’s attempted application of the amended

refund policy to Gualtieri. However, the trial court was reversed to the extent it ordered an immediate refund. The case was remanded to the trial court for a determination of when the refund would be due under the “one in, one out” policy. The evidence in the trial court was that the Gualtieri’s were 29th on the resignation list. The Gualtieri’s avoided the “three in, one out” policy, but, they will have to wait their turn under the “one in, one out” policy that was in effect when their membership was purchased.