

Spanish Wells Community Association Community Liaison Committee (CLC)

Whereas: The members of Spanish Wells Community Association (The “Residents”) voted to acquire the Spanish Wells Golf and Country Club in August, 2017 with 82% voting in favor.

Whereas: The Spanish Wells Community Association (“SWCA”) has purchased and now owns the Spanish Wells Golf and Country Club (“SWGCC”) as community association common property.

Whereas: SWCA is empowered to lease SWGCC to a golf course and country club management and operating company.

Whereas: SWCA has leased SWGCC thru an executed license agreement (the “Agreement”) to Billy Casper Golf (“BCG”). Under the terms of the Agreement, BCG will operate SWGCC as a stand-alone business, separate and apart from the operations of SWCA, its Board of Directors and its community members.

Whereas: Patrons of SWGCC including club members of all categories (whether residents of Spanish Wells or not) and outside play golfers are customers of BCG and have no formal status or relationship with SWCA as a result of this patronage.

Whereas: Under the terms of the Agreement, SWCA is required to maintain an arm’s length business relationship with BCG.

Whereas: As owner and lessor of SWGCC, SWCA has a fiduciary duty to maintain and preserve the value of the capital assets of SWGCC, including its grounds, buildings, and golf course.

Whereas: SWCA has entered into a loan agreement to secure funding for the purchase of SWGCC. The loan agreement binds SWCA and its board of directors to certain fiduciary duties in regards to the financial management of SWCA and the care and maintenance of the assets of SWCA.

Whereas: The board of directors of SWCA is bound by a fiduciary duty to the Residents under the organizing documents of SWCA and according to Florida Law.

Whereas: The board of directors of SWCA is responsible for establishing annual assessment amounts to the Residents.

Whereas: The aforementioned duties of SWCA and its board of directors cannot be assigned, abrogated, or provided by contract with third parties. Therefore, by separate resolution, SWCA has established the Asset Oversight Committee (“AOC”) as a committee of the board of directors of SWCA for the purpose of monitoring and managing the relationship between BCG and SWCA as required by the terms of the

Agreement, to ensure that SWCA does not violate the terms of the Agreement or any agreements that exist between SWCA and its lender, and to meet its fiduciary duties to the Residents.

Whereas: The agreement with BCG contemplates a relationship with the Spanish Wells Community as a whole. Therefore, SWCA has established the Community Liaison Committee (“CLC”) to address communications between the BCG and the residents of the community and to provide sound and valuable contributions to BCG in support of the broad purposes of BCG and the community.

Purpose:

1. Be responsible to the community to help maintain and preserve the value of the SWGCC on an ongoing basis.
2. Provide support to BCG as required by the Agreement.
3. Operate in a manner that allows BCG to have complete control of the day-to-day operations of the SWGCC as per the terms of the Agreement.
4. Work in conjunction with BCG and provide input and counsel to BCG regarding the relationship between SWGCC and the Residents.
5. Gather suggestions from the Residents regarding the marketing and promotion of SWGCC to Spanish Wells Residents.
6. Communicate SWGCC membership programs and resident-specific amenities to the Residents.
7. Communicate noteworthy developments at the SWGCC to the Residents.
8. Coordinate common communications between its members and their respective homeowners associations.

Structure:

1. The committee shall consist of 9 individuals:
2. One director of SWCA appointed by the board of directors of SWCA.
3. 8 individuals, one from each neighborhood association within Spanish Wells. These individuals will be selected by the respective HOA Presidents and will be a resident of the respective neighborhood.

4. Terms of the 8 neighborhood representatives shall be at the discretion of the Sub-HOA presidents and, as much as possible, will be staggered terms to promote continuity within the committee.

5. The 8 neighborhood selections will be made with two objectives. First is to address all communications between BCG and the Residents of the member's neighborhood association. Second is to provide sound and valuable contribution in support of the broad purposes of BCG, SWGCC and the community. Individuals should be selected considering their abilities to act as a liaison between their HOA residents, and their knowledge of various SWGCC activities such as tennis, food and beverage services, golf, community activities, etc.

6. The HOA Presidents shall coordinate their respective designees so that, if possible, no more than 6 of the designees are members of the SWGCC.

Method of operation:

The CLC shall strive to meet 8 times per year (monthly from October thru April and once during the middle of the summer) and more frequently as necessary. The general manager of SWGCC and other representatives from BCG (as determined by BCG) shall meet with the full CLC once every three months.

The CLC shall select one member to be the direct liaison with the general manager of SWGCC to maintain communications with BCG during the time between the quarterly meetings with BCG.

The CLC shall have the authority to form sub-committees to address specific SWGCC programs and projects as determined by the committee (based upon community input) or as requested by BCG. All subcommittees shall communicate with the general manager of SWGCC thru the designated liaison unless otherwise requested by BCG.

The committee shall maintain records of its meetings in the form of formal minutes. The committee shall make quarterly reports to the board of directors of SWCA, or as requested by the SWCA board, that will include a copy of meeting minutes and a summary of work in process and work completed.

Revised May 13, 2021