



Home Renovation Agreement

Applicant identification: _____

Applicant address: _____

Applicant telephone phone: _____

Applicant email address: _____

Caveat: If the Renovator purchases a unit and takes title to the seller's equity membership (as opposed to rejecting the equity and having the seller place it on the Resigned List), the approved Renovator will forfeit the right to participate in the Program, and will not be entitled to any of its benefits. The former Renovator shall instead become a member of the Wycliffe Golf & Country Club Homeowners' Association, Inc., holding the level of membership purchased from the seller. As such, the new member will be obligated to pay the assessments and other obligations associated with the acquired membership and, as well, enjoy the benefits attendant thereto.

Applicant will hereafter be referred to as "Renovator" and even if Applicant is a business entity (corporation or limited liability company), the words "I," "me," and "you" (as opposed to "it") will nevertheless be used from time to time in this document. Applicant's signature on this document constitutes an offer and Wycliffe's counter-signature constitutes an acceptance of the offer. Hence, when both parties have executed this document, it will be a contract.

The undersigned ("Renovator") desires to participate as a "Renovator" in the Home Renovation Program (the "Program") of Wycliffe Golf & Country Club Homeowners' Association, Inc. ("Wycliffe"). In furtherance of my application, I have, or am contemporaneously, submitting plans for the renovation, including estimates of total cost. I agree as follows.

- (1) If accepted as a "Renovator" in the Program, I will have no "user" rights to Wycliffe's facilities nor any voting rights.
- (2) I will comply with all Wycliffe and local community (POD) rules, regulations and covenants. I will also pay all applicable POD assessments from the day a unit is purchased.
- (3) I hereby waive any and all claims to any Wycliffe-sponsored incentive program for members or realtors, and to any compensation or benefits not expressly set forth in this contract.

(4) I understand that the "Renovation Period" commences on the date of execution of this Agreement, and terminates at the earliest of the following:

- (a) the day the unit is occupied by any person; the date the unit is sold to a third party;
- (b) the date an uncured breach by me is determined to have taken place by either the Renovation Panel or Wycliffe's Board after an appeal;
- (c) 18 months after this Agreement is executed.

(5) I agree that I will:

- (a) simultaneously with the purchase of one or more unit(s), obtain, maintain a general liability insurance policy as is generally appropriate to the renovation of a unit in an amount of at least \$1,000,000 and provide proof thereof to Wycliffe's General Manager; or if I employ contractors, then I will employ only the services of contractors and sub-contractors licensed in the State of Florida who, prior to commencing work, shall provide proof to Wycliffe's General Manager of appropriate liability insurance in an amount of at least \$1,000,000, together with workers compensation;
- (b) abide by and conform to all current state, local and community building codes and other applicable laws and regulations;
- (c) secure permits, when required, and obtain certificates of release from the applicable state and local departments, if required;
- (d) take any and all steps necessary to conduct business without unnecessarily disturbing the contiguous properties or those within the immediate area of the unit(s) being renovated;
- (e) restrict activities to between the hours of 8:00 a.m. and 6:00 p.m., except on Sunday when there shall be no work (but indoor work on Sundays will be permitted if I obtain a waiver from the applicable POD);
- (f) take all steps necessary to clean up the outside areas each day so as not to violate the country club appearance of the immediate area;
- (g) properly and promptly remove any noxious and contaminated materials in accordance with state and local requirements;
- (h) comply with Chapter 713 of the Florida Statutes (Florida's Mechanics Lien Law) and satisfy or transfer to bond any lien(s) filed against the unit within five days after any such filings;
- (i) not permit the unit to be leased or otherwise occupied;

(j) resell the renovated unit(s) to a third party who, as a condition of purchase, shall simultaneously purchase an equity membership in Wycliffe, and pay any and all other costs as are required for new members at that time such as initiation fees, capital contributions and assessments. If, however, the third-party purchaser is already an equity member of Wycliffe, he or she may transfer his or her membership to the newly acquired renovated unit at no cost at the time of purchase.

(6) I agree that under no circumstances is Wycliffe or a POD required to do anything for or with me that will in any way bind any or all of the entities to or in a contractual relationship with me, except, of course, this agreement. However, should I or any other party join Wycliffe or a POD in litigation together with me, I will save and hold harmless them free from any and all costs, legal fees (including pre-suit, and appellate fees), and judgments that a third party may obtain against Wycliffe or a POD, even if it should be successfully proven that Wycliffe or the POD endeavored to reasonably assist me in some inconsequential manner.

(7) I agree that upon acceptance into the Program, the Renovator shall deposit \$10,000 with Wycliffe as a security. The sum may be commingled with other Wycliffe funds, but shall nonetheless remain subject to the terms of the Renovation Agreement. Whatever the reason, if Wycliffe is compelled to use the deposit of \$10,000 or any part thereof to pay undisputed claims against me, I will, upon notice, immediately remit such additional sum as is required to restore the deposit to \$10,000. I understand that my failure to do so will be deemed a material breach of this Agreement.

(8) I agree that provided that:

(a) the purchaser has fully complied with his or her obligations as previously set forth in paragraph "(5)(j)";

(b) there are no outstanding issues filed by the contiguous unit owners and;

(c) I have fully complied with the terms of this Agreement and submitted;

(d) The General Manager shall require that the applicant provide the information and documents itemized below.

(i) pictures of the proposed unit prior to renovation

(ii) pictures of the renovated unit prior to renovated unit closing to a new buyer.

(iii) copies of all pertinent permits and certificates of release, if they were required;

- (iv) all other documents reasonably requested by Wycliffe's General Manager;
- (v) copy of the Owner's contract with the general contractor;
- (vi) description of the scope of work to be performed with approximate cost of those improvements, itemized by trade;
- (vii) copy of the general contractor's Florida license;
- (viii) a copy of the deed to the third party;
- (ix) proof of available funds as are required to accomplish the stated purposes set forth above.

(e) The General Manager is authorized to adopt uniform minimum standards for the extent of the renovation to be undertaken to be eligible for participation in the Program, including fixing dollar amounts for renovation for single family homes and for condominium units. Until such time as the General Manager chooses to change the dollar amounts, participation in the Program requires the commitment by the applicant to invest at least \$75,000 for the renovation of a single-family home, and \$50,000 for a condominium.

(f) The General Manager may submit the application of a person applying for Renovator Program participation to the Modifications Committee for consideration and a recommendation. The Committee may request further information and documents from the applicant.

(g) If the Renovator changes contractors or subcontractors, the Renovator must timely notify the General Manager of such substitution by submitting a duplicate of the form that is required to be submitted to the County of Palm Beach under such circumstances.

Wycliffe will forthwith refund to me the \$10,000 paid at the time the Agreement was executed, with the exception of \$1,000 administrative fee.

(9) If, however, I have breached any of the terms of this Agreement and have not cured the breach(es) to Wycliffe's reasonable satisfaction within 10 days after receipt of written notice either hand delivered and acknowledged in writing, or mailed (return receipt requested) to the address set forth in this Agreement, or have not fully complied with and/or furnished the documents set forth above or have failed to resolve outstanding issues that have been submitted to Wycliffe by contiguous unit owners within the 10 days, then this Renovation Agreement shall be deemed terminated, and

(a) I will be immediately required to: (a) purchase one of the available traditional equity memberships; (b) pay all costs associated with the

obligations of any new purchaser at that time (asset forth in paragraph "(5)(j)": and

(b) I will be immediately obligated to pay all other costs such as initiation fees, assessments associated with the membership selected and all other Wycliffe and POD assessments. Thereafter, I then being an owner of one of the three traditional equity categories, will have both "user" and voting rights consistent with the selection, and subject to satisfaction of all future obligations consistent with membership in good standing.

(10) I understand that within 10 days after notice of the breach(es) I may appeal to Wycliffe's Board of Directors the finding of breach, and that:

(a) The appeal must be heard and resolved within 10 days after the filing of the appeal.

(b) The Board's decision shall be final, it being understood and agreed that Wycliffe and I waive the right to further mediation and/or litigation in a court of law.

(c) Sums previously paid to Wycliffe shall either be refunded or forfeited as per the Board's appeal decision, and if so decided, moneys shall be retained from the "deposit" to address all non-resolved issues until settled. If not settled by the parties within one month, the Board shall use its best judgment to disburse the funds to the party or parties found most deserving.

Dated: _____

Renovator:

Printed

Signature

Wycliffe Golf & Country Club Homeowners' Association, Inc. by:

Printed: _____

Its General Manager:

Signature

Committee Chairperson:

Printed

Signature

