

Prepared by and returned to:
Steven L. Daniels
Saul Ewing, LLP
515 N. Flagler Drive, Suite 1400
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**REVIVED MASTER COVENANTS, CONDITIONS AND RESTRICTIONS AND OTHER
GOVERNING DOCUMENTS RELATING TO
EQUESTRIAN CLUB ESTATES**

WHEREAS, the Master Covenants, Conditions and Restrictions for Equestrian Club Estates which was recorded in the Public Records of Palm Beach County, Florida, at Official Records Book 6337, at Page 83 and all amendments thereto (“Original Covenants, Conditions and Restrictions”), expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act; and

WHEREAS, Part III of Chapter 720, Florida Statute, provides a mechanism for the revitalization of the covenants and restrictions; and

WHEREAS, pursuant to Chapter 720, Florida Statute, the Organizing Committee for Covenant Revitalization, consisting of:

Lynda Sirota

Ellen Crown

Maralyn Lakin

Prepared or caused to be prepared the complete attached text of the Revived Master Covenants, Conditions and Restrictions for Equestrian Club Estates (“Revived Covenants, Conditions and Restrictions”), the Articles of Incorporation of Equestrian Club Estates Property Owner’s Association, Inc. (“Articles of Incorporation”), the Equestrian Club Estates Property Owner’s Association, Inc. By-Laws (“By-Laws”) and all amendments to the Master Original Covenants, Conditions and Restrictions and the amendments to the Articles of Incorporation and By-Laws, to be submitted to the lot owners for approval; and

WHEREAS, these Revived Master Covenants, Conditions and Restrictions contain the same covenants that are contained in the Original Covenants, Conditions and Restrictions and any amendments thereto; and

WHEREAS, the attached Revived Master Covenants, Conditions and Restrictions; the filed Articles of Incorporation; the By-Laws; and all amendments thereto, are identical in all respects to the Original Master Covenants, Conditions and Restrictions and the originally recorded Articles of Incorporation, the By-Laws and all amendments thereto; and

WHEREAS, the letter of compliance from the Florida Department of Economic Opportunity received May 9, 2023, is attached; and

WHEREAS, these Revived Master Covenants, Conditions and Restrictions have the same effective term as the term of the Original Covenants and Reservations; and

WHEREAS, the Revived Master Covenants, Conditions and Restrictions do not contain covenants that are more restrictive on the affected lot owners than the covenants contained in the previous governing documents; and

WHEREAS, the Revived Master Covenants, Conditions and Restrictions comply with the requirements for a declaration of covenants and other governing documents as specified in Florida Statute Chapter 720 and have been approved by the Florida Department of Economic Opportunity; and

WHEREAS, the voting interest of each parcel owner is the same as the voting interests of the lot owners under the previous governing documents; and

WHEREAS, the proportional assessment obligations of each parcel owner is the same as the proportional assessments obligations of the lot owners under the previous governing documents; and

WHEREAS, the identification of each parcel that is subject to the Revived Master Covenants, Conditions and Restrictions is attached hereto; and

WHEREAS, the undersigned wish to create a quality development with restrictions, covenants, servitudes, impositions, easements, charges and liens as hereinafter set forth for the preservation of the property values of the owners therein; and

WHEREAS, the undersigned declare that the foregoing land shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitudes, impositions, charges and liens hereinafter set forth.

NOW, THEREFORE:

1. This Revived Master Covenants, Conditions and Restrictions, the Articles of Incorporation, the By-Laws, and all amendments thereto, attached hereto as Exhibit "A", having been approved in the manner required by Sections 712.11, 720.405 and 720.406, Fla. Stat., and having been executed by the President and Secretary of Equestrian Club Estates Property Owner's Association, Inc., shall be covenants which run with the lands described therein and shall have the effect and priority as stated in Section 720.407, Fla. Stat.
2. The parcels affected by the Revived Master Covenants, Conditions and Restrictions; the Articles of Incorporation; the By-laws, and all amendments thereto are attached hereto as Exhibit "B".
3. The letter of compliance from the Florida Department of Economic Opportunity dated May 5, 2023, and reviewed May 9, 2023, is attached hereto as Exhibit "C".

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 11 day of MAY, 2023.

WITNESSES AS TO ALL:

EQUESTRIAN CLUB ESTATES PROPERTY OWNER'S ASSOCIATION, INC., a Florida not for profit corporation

Meghan Toner
Signature of Witness

Meghan Toner
Printed Name of Witness

By: [Signature]
LYNDA SIROTA, President

[Signature]
Signature of Witness
Bessalyn Macomber
Printed Name of Witness

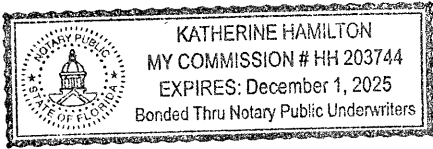
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Revived Master Covenants, Conditions and Restrictions for Equestrian Club Estates, the Articles of Incorporation of Equestrian Club Property Owner's Association, Inc., the Equestrian Club Property Owner's Association, Inc. By-Laws, and all amendments thereto, were acknowledged before me this 11 day of MAY, 2023 by Lynda Sirota, as President of Equestrian Club Property Owner's Association, Inc., who personally appeared before me by means of physical presence or online notarization, took an oath and acknowledged before me that she executed the same freely and voluntarily and is personally known to me or has produced USA Passport Card as identification.

My commission expires: 12/1/2025

[Signature]
NOTARY PUBLIC

Katherine Hamilton
Printed Name of Notary



WITNESSES AS TO ALL:

[Signature]
Signature of Witness
Jack Schuman
Printed Name of Witness

[Signature]
Signature of Witness
Lisa D. Ticha
Printed Name of Witness

EQUESTRIAN CLUB ESTATES PROPERTY OWNER'S ASSOCIATION, INC., a Florida not for profit corporation

By: [Signature]
LORI KASOWITZ, Secretary

STATE OF New York
COUNTY OF New York

The foregoing Revived Master Covenants, Conditions and Restrictions for Equestrian Club Estates, the Articles of Incorporation of Equestrian Club Property Owner's Association, Inc., the Equestrian Club Property Owner's Association, Inc. By-Laws, and all amendments thereto, were acknowledged before me this 17 day of May, 2023 by Lori Kasowitz as Secretary of Equestrian Club Property Owner's Association, Inc., who personally appeared before me by means of physical presence or online notarization, took an oath and acknowledged before me that she executed the same freely and voluntarily and is personally known to me or has produced NY Drivers License as identification.

My commission expires: 12/13/2025 [Signature]
NOTARY PUBLIC

ANA VAZQUEZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 01VA6426425
Qualified in New York County
My Commission Expires 12-13-2025

Ana Vazquez
Printed Name of Notary

EXHIBIT "A"

This Instrument was prepared by
and should be returned to:
Jordan R. Miller, Esq.
400 Australian Avenue South, Suite 700
West Palm Beach, Florida 33401
(407) 833-4404

DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS FOR EQUESTRIAN CLUB ESTATES

THIS DECLARATION, made this 26 day of January 1990, by
Equestrian Group, Ltd., its successors and assigns, hereinafter
called "Declarant."

W I T N E S S E T H

WHEREAS, Declarant is the owner of the real property in Palm
Beach County, Florida described in Exhibit "A" of this
Declaration ("Properties") and desires to provide for the
creation thereon of an equestrian community; and

WHEREAS, Declarant is desirous of subjecting the Properties
to the covenants, conditions and restrictions hereinafter set
forth; and

WHEREAS, Each and every covenant, condition and restriction
hereinafter set forth is for the benefit of, and binding upon,
the Properties and each present and future owner of interests
therein, their heirs, successors and assigns.

NOW, THEREFORE, Declarant hereby declares that the
Properties are and shall be held, transferred, sold, conveyed,
used and occupied subject to the covenants, conditions and
restrictions hereinafter set forth.

ARTICLE I DEFINITIONS

Section 1. "Articles and By-Laws" shall mean and refer to those
Articles of Incorporation of the Association filed with the
Florida Secretary of State, (substantially in the form attached
hereto as Exhibit "B"), and By-laws of the Association
(substantially in the form attached hereto as Exhibit "C").

Section 2. "Association" shall mean and refer to Equestrian Club
Estates Property Owners Association, Inc., its successors and
assigns.

Section 3. "Board" shall mean and refer to the Board of
Directors of the Association.

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Section 4. "Common Property" or "Common Area" shall mean those tracts of land, together with any improvements thereon, that are dedicated, deeded, leased or otherwise conveyed (including, without limitations, conveyance of an easement) to the Association. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property" in the bill of sale or instrument transferring the same. Common Property shall not include those tracts of land falling within the definition of "Restricted Common Property."

Section 5. "Declarant" shall mean and refer to the entity named above, its specific successors and assigns as set forth herein.

Section 6. "Declaration" shall mean any declaration of covenants, conditions, and restrictions filed by Declarant applicable to all or a portion of the Properties.

Section 7. "Equestrian Club Facilities" shall mean and refer to those club facilities and lands at any time and from time to time within the Properties controlled and used by Declarant for the social and recreational uses of its club members, guests, invitees and employees. The land initially classified Equestrian Club Facilities is described in Exhibit "D" attached hereto.

Section 8. "Institutional Mortgagee" shall mean and refer to the owner and holder of a mortgage encumbering a Lot, which owner and holder of said mortgage shall be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender.

Section 9. "Land Use Plan" the development plan for the Properties as most currently filed with Palm Beach County, Florida.

Section 10. "Lot" shall mean and refer to a platted lot shown upon a plat of the Properties recorded in the Public Records. The legal description for each Lot will be as specifically provided in the deed of conveyance from Declarant to each Owner. If a Unit, as described below, is not located on a Lot, then any reference to a "Lot" shall be deemed to refer to a "Unit".

Section 11. "Master Association" shall mean and refer to the Wellington Countryplace Property Owners Association, Inc.

Section 12. "Master Declaration" shall mean and refer to Wellington Countryplace Declaration of Master Covenants, Conditions and Restrictions.

Section 13. "Master Documents" shall mean the Articles, By-laws, and Rules and Regulations of the Association, and the Declaration.

Section 14. "Member" shall mean and refer to all those so

designated by the Articles and By-laws.

Section 15. "Neighborhood Association" shall mean an owners association formed for the administration of Lots or Units, other than the Association or Master Association.

Section 16. "Owner" shall mean and refer to the record owner, (whether one or more persons or entities) of fee simple title to any Lot. The term "Owner" shall not include those having an interest merely as security for the performance of an obligation.

Section 17. "Plats" shall mean Plats 1, 2, 3 and 4 of Equestrian Club Estates as recorded in the public records of Palm Beach County, Florida.

Section 18. "Project" shall mean and refer to the Project developed on the Properties which is initially proposed to contain 200 Lots and the Common Area as hereinabove defined.

Section 19. "Properties" shall mean and refer to that certain real property described in Exhibit "A" affixed hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 20. "Restricted Common Property" shall mean those tracts of land, together with any improvements thereon, which are actually dedicated, deeded or leased to the Association and designated in said dedication, deed or lease as "Restricted Common Property" and are designated for use by less than all the Members of the Association. The term "Restricted Common Property" shall also include any personal property acquired by the Association if said property is designated as "Restricted Common Property" in the bill of sale or instrument transferring same. The dedication, deed or lease to the Association of any Restricted Common Property shall describe the portion of the Properties to which it is appurtenant. Notwithstanding anything to the contrary, Restricted Common Property shall be subject to any and all rights which Declarant and/or the Association may have to the Common Property of the Association.

Section 21. "Rules and Regulations" shall mean rules and regulations adopted by the Board of Directors which shall be part of the Master Documents.

Section 22. "Turnover Date" shall mean and refer to the date which is the earlier to occur of (i) six months after the date upon which ninety-five (95%) percent of the Lots that will ultimately be subject to the Declaration have been conveyed to Owners other than Declarant for their own use and enjoyment (as opposed to subsequent development and sale), or (ii) January 1, 2004. Notwithstanding the above, the Declarant may at its sole discretion set an earlier date than the one above set forth as the Turnover Date.

Section 23. "Unit" shall mean and refer to the residential

dwelling construction on any Lot, or if a Unit is not located on a Lot, then to such residential dwelling construction located on the Properties.

Section 24. "Voting Member" shall mean and refer to any person entitled to cast a vote in Association matters as determined herein.

ARTICLE II
TERM, AMENDMENT

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of thirty (30) years from the date this Declaration is recorded. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendment. Except as provided to the contrary herein, this Declaration may be amended at any time, and from time to time, upon the execution and recordation of an instrument executed by Owners who are entitled to vote seventy-five (75%) percent of all votes of each class of voting membership in the Association, provided that until the Turnover Date the Declarant's written consent, which may be granted or withheld in Declarant's sole discretion, to any amendment must first be obtained. After the Turnover Date no amendment shall negatively affect the rights of Declarant without the consent of Declarant. The Declarant shall have the right, prior to the Turnover Date, to amend this Declaration as it, in its sole discretion, deems appropriate. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any institutional mortgagee enjoying such protection.

Notwithstanding anything contained herein to the contrary, if required by applicable law or governmental regulation, the prior written approval of Palm Beach County, South Florida Water Management District, and Acme Improvement District is required for any amendment to this Declaration that could affect the surface water management system, including the water management portions of the Common Areas and the conservation areas.

ARTICLE III
ANNEXATION, WITHDRAWAL, VACATING AND DISSOLUTION

Section 1. Annexation by Declarant. Until such time as Class B Memberships in the Association have ceased, additional lands may be annexed to the Properties by Declarant. Except for applicable governmental approvals, no consent from any other party (including Class A members, the Association, or any mortgagees of any Lots) shall be required. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a short form Notice of Declaration, executed by Declarant, in the Public Records. The Notice of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the covenants, conditions and

restrictions of this Declaration, thereby subjecting said annexed lands to the covenants, conditions and restrictions contained herein as fully as though said annexed lands were described herein as a portion of the Properties. Such Notice of Declaration may contain such additions or modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the annexed land.

Section 2. Annexation by Members. At such time as Class B Memberships in the Association have ceased, additional lands may be annexed with the consent of two-thirds (2/3rds) of the vote of the membership in the Association, and compliance with applicable governmental approvals.

Section 3. Withdrawal. Until the Turnover Date the Declarant shall be entitled to withdraw any portion of the Properties (or any additions thereto) from the provisions and applicability of this Declaration, by recording a notice thereof in the Public Records. This right of Declarant to withdraw portions of the Properties shall not apply to any portions of the Properties which have been conveyed to an Owner unless said right is specifically reserved in such conveyance. The withdrawal of any portion of the Properties shall not require the consent or joinder of any other party (including any Owner, the Association, or any mortgagee of any Lots), provided applicable governmental approvals, if any, are obtained.

Section 4. Declaration. Declarant intends to develop the Properties in accordance with the Land Use Plan, but subject to appropriate governmental approvals, reserves the right to review and modify the Land Use Plan from time to time at its option and without the consent or approval of the Association, Master Association, or the Owners. Declarant shall not be required to follow any predetermined order of improvement and development within the Properties. Declarant shall have the full power to add to, subtract from or make changes in the Land Use Plan regardless of the fact that such actions may alter the relative voting strength of the membership of the Association.

Section 5. Further Restrictive Covenants. Declarant, or a Neighborhood Association or an Owner of a Unit with Declarant's written consent (which consent may be withheld in Declarant's sole discretion), may, as to property owned by it, record further restrictive covenants, plats, and declarations of restrictions as to any of the Properties. Any such further covenants, plats and declarations shall: (i) not conflict with any of the provisions hereof; and (ii) be subordinate and inferior to the provisions hereof.

Section 6. Acknowledgment. The Owners recognize that the Declarant may have portions of the Properties and adjacent areas under development for an extended time. Incident to that development, the Owners acknowledge that the quiet enjoyment of the Properties may be interfered with to some extent by such

construction operations. From time to time, Declarant has presented to the public certain renderings, plans and models showing possible future development of the Properties and adjacent areas. Declarant does not warrant in any way the schemes in these renderings, plans or models or actually how the future improvements in the said areas will be developed. The Owners accept that any such renderings, plans or models are primarily schematic and in no way represent a final development plan of the Properties and adjacent areas.

Further, the Owners release the Declarant of any claim that they might have against the Declarant for the future development of the Properties and adjacent areas, such as, but not limited to such renderings, plans or models. The Owners accept and agree that Declarant will have sole right of design, construction, development and improvements of future properties in the said areas. The Owners waive all claims against the Declarant for interference with their quiet enjoyment through development of the balance of the Properties and adjacent areas, whether the construction operations are performed in the balance of the Properties and adjacent areas or in the Common Properties, incident to the construction operations.

ARTICLE IV FUNCTIONS OF THE ASSOCIATION

The Association's functions are described in the Articles and By-laws, and may include the following services (these provisions shall not be construed as an obligation on the part of the Association to provide such services except as specified elsewhere in the Master Documents):

Section 1. Maintenance of all Common Property, Restricted Common Property, and all city, county, district or municipal properties to the extent permitted by any governmental authority that are located within or in a reasonable proximity to the Properties to the extent that their deterioration would adversely affect the appearance of the Properties. The Association shall adopt standards of maintenance and operation as stringent as those adopted and/or followed by other first class developments similar to the Properties. Declarant shall, in its sole discretion, prior to the Turnover Date determine whether such standards adopted by the Association meet the requirements herein.

Section 2. Maintenance of any real property located within the Properties upon which the Association has accepted an easement for said maintenance by duly recording an instrument granting said easement to the Association executed and delivered by the Owner of said property to the Association.

Section 3. Maintenance of beaches, lakes and canals owned by the Association within the Properties, as well as maintenance of such areas not owned by or dedicated to the Association within the Properties if and to the extent permitted by any governmental

authority having jurisdiction thereof. Maintenance as used herein shall include, but not be limited to, the preservation of any shorelines or beaches together with lakes and bodies of water in an ecologically sound condition to be used for such water activities as may be determined and allowed from time to time by the Association, provided however that the Association does not warrant the levels of any water bodies within the Properties.

Section 4. Insect, pest and aquatic control to the extent that it is necessary or desirable in the judgment of the Association to supplement the service provided by the state and local governments. The Association reserves a perpetual right on and over and under all of the Properties to dispense pesticides and take other action that in the opinion of the Association is necessary or desirable to control insects and vermin.

Section 5. Lighting of roads, sidewalks, and walking and bike paths, riding trails and bridle paths throughout the Properties.

Section 6. Conducting recreation, sport, craft, and cultural programs of interest to members, their families, tenants and guests and charging admission fees for the operation thereof.

Section 7. Constructing improvements on Common Property, Restricted Common Property and easement property as may be required to provide the services described herein.

Section 8. Control of access to and security for the Properties, including but not limited to the employment of personnel, maintenance of control centers, installation, operating and maintenance of communication systems.

Section 9. In addition to maintenance upon the Common Areas, the Association may provide maintenance to common areas of Neighborhood Associations or exterior maintenance upon a Lot or Unit or to any real property that, in the Association's opinion, requires such maintenance because it is being maintained in a sub-standard manner for a community of the quality of the Equestrian Club Estates. Prior to taking said action, the Association shall notify any concerned Neighborhood Association and the Owner of said real property in writing, specifying the nature of the condition to be corrected, and if the Neighborhood Association or Owner has not corrected same within ten (10) days after the date of said notice, the Association may correct such condition. In an emergency, as determined by the President (or any Vice President if the President is unavailable), in his/her sole discretion, the Association shall have the right to take immediate corrective action without the necessity for written notice; however, the Association shall attempt to notify the Neighborhood Association or Owner within fifteen (15) days of the action, the Board shall grant such party a hearing, but the Board's decision shall be binding. Said maintenance shall include but not be limited to painting, repairs, replacement of surfaces, trees, shrubs, grass, walks and other exterior improvements and removal of debris.

Section 10. For the purpose of performing the maintenance authorized hereby, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice, except in the case of emergencies, to the Owner or Neighborhood Association President, to enter upon any Common Areas or Unit or other structures or improvements located within the Properties at reasonable hours on any day. The cost of such maintenance shall be assessed against the Neighborhood Association or Owner upon whose behalf such maintenance is performed and shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a debt of the Neighborhood Association or a lien upon the Unit and an obligation of the Owner and shall become due and payable in all respects together with interest and fees for costs of collection as provided for other assessments of the Association.

Section 11. The Association may carry out any of the functions and services specified herein to the extent such maintenance and services can be provided with the proceeds first from annual assessments and then, if necessary, from Special Assessments. The functions and services allowed herein to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association by taking into consideration proceeds of assessments and the needs of the Members of the Association. The functions and services that the Association is authorized to carry out or to provide may be added to or reduced at any time upon the affirmative vote of a majority of the Board of Directors.

ARTICLE V PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, and a specified owner shall have rights to the Restricted Common Property as designated by Declarant or the Association to such specified Owner, for its intended purpose, which rights shall be appurtenant to title to a Lot, subject to the following provisions:

(a) Easements, restrictions, conditions and limitations of record.

(b) The right of the Association to suspend the voting right and right to use all or a portion of the Common Area or Restricted Common Property by an Owner for any period during which any assessment against his Lot remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area or Restricted Common Property to any public agency, authority, utility or cable television

company for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective for so long as Declarant owns any Lots in the Project, without prior written consent of Declarant.

(d) Rules and regulations adopted by the Association governing use and enjoyment of the Common Area and Restricted Common Property.

(e) The right of the Association to grant permits, licenses, and easements over the Common Area or Restricted Common Property for utilities, cable television, roads and other purposes reasonably necessary or useful for the proper maintenance and/or operation of the Properties.

(f) The provisions of the Master Declaration.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area to specified members of his family, his tenants, or contract purchasers who reside in the Unit. A copy of the delegation shall be provided to the Association.

Section 3. Easement for Encroachments. In the event that any dwelling or other improvements upon a Lot, as originally constructed by the Declarant, shall encroach upon any other Lot or improvement thereon, for any reason, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

Section 4. Permits, Licenses and Easements. The Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for cable TV., utilities, roads, and other purposes reasonably necessary or useful as determined by the Board.

Section 5. Further Subdivision. No further subdivision of a Lot shall be permitted. No alienation, transfer, demise, sale or lease of a portion of a Lot shall be permitted. Any alienation, transfer, demise, sale or lease must be of an entire Lot.

ARTICLE VI MEMBERSHIP AND VOTING RIGHTS

Section 1. Types. The Association shall have two classes of Membership. Every Owner of a Lot, except Declarant, shall be a Class A member of the Association. Class A membership shall be appurtenant to and may not be separated from ownership of any Lot. The Declarant shall be a Class B member of the Association.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. The Class A members shall be all owners, with the exception of the Declarant. The Class A members shall be

entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. A declaration executed by all interest holders in a Lot designating the person entitled to exercise such vote shall be filed with the Association and may be changed from time to time by an amendment thereto executed by all such interest holders. In the absence of such declaration there shall be no vote for such Lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three hundred (300) votes. The Class B membership shall cease on the Turnover Date.

ARTICLE VII COVENANT FOR ASSESSMENTS

Section 1. Payment of Assessments. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments:

(a) Any annual assessment or charge for the purpose of operating the Association and accomplishing its purposes. Such assessments may be assessed in unequal amounts against the Owners of each Lot as described elsewhere in this Article VII.

(b) Any special assessments for capital improvements, emergencies, and/or non-recurring expenses. Such assessments may be assessed in unequal amounts against the Owners of each Lot as described elsewhere in this Article VII.

(c) Assessments of any kind for the creation of reasonable reserves for Association purposes. Such assessments may be assessed in unequal amounts against the Owners of each Lot as described elsewhere in this Article VII.

(d) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs. Such assessments, subject to reimbursement by the non-prevailing party, if appropriate, shall be assessed in equal amounts against the Owners of each Lot.

(e) Fees and/or charges that may be established for the use of facilities or for any other purpose deemed appropriate by the Board. Such fees and/or charges shall be assessed as deemed appropriate by the Board.

(f) Assessments levied pursuant to the Master Declaration. Such assessments (whether or not included in the Association's annual budget) shall be assessed in such amounts against the

Owner of each Lot as provided therein.

Section 2. Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the assessments, and/or other charges and fees set forth in Section 1 hereof, together with interest, late fees, costs, and reasonable attorneys' fees, shall be a charge and continuing lien on the Lot against which each such assessment is made. The lien is effective from and after recording a Claim of Lien in the public records of the county in which these documents are recorded, stating the description of the Lot, name of the Owner, and the amounts due. Each such assessment, charge, fee, together with interest, late fees, costs, and reasonable attorneys' fees, etc., shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due, as well as the Owner's heirs, devisees and personal representatives.

Section 3. Commencement of First Assessment. Assessments shall commence as to each Lot on the day of the conveyance of title by Declarant (unless otherwise specifically set forth by Declarant in such conveyance to the contrary). The assessments in effect at that time shall be adjusted according to the number of days remaining in the assessment period after such date.

Section 4. Exemption. Notwithstanding anything to the contrary, as long as Declarant (or any of its affiliates or assigns) is the Owner of any Lot or other real property within the Properties, Declarant shall have the option, to be exercised in its sole discretion, to (a) pay assessments on the Lots or other real property owned by it, and/or (b) not pay any assessments and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by assessments receivable from members other than Declarant. The deficit to be paid under (b) above shall be the difference between (i) actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees), and (ii) the sum of all monies receivable by the Association (including without limitation assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Declarant may from time to time change the option stated above under which Declarant is making payments to the Association by written notice to such effect to the Secretary of the Association. Notwithstanding anything to the contrary, Declarant may pay some assessments without waiving its right to elect option (b) above. When all Lots within the Properties are sold and conveyed to purchasers and there is no remaining real property owned by Declarant within the Properties, neither Declarant nor its affiliates shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions. Further, notwithstanding anything to the contrary, neither Declarant, nor its assignees or successors, shall ever be obligated or required to pay a Special or Individual Assessment.

Section 4.1. Additional Exemptions. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Property and Restricted Common Property; (c) the sales office.

Section 5. Establishment of Assessments. The Board shall approve and establish all sums which shall be payable by the Members of the Association in accordance with the following procedures:

(a) Annual assessments against the Owners shall be established after the adoption of an operating budget. Written notice of the amount and date of commencement thereof shall be given to each owner not less than thirty (30) days in advance of the due date thereof. Annual assessments shall be payable quarterly or at such other times as the Board may direct, and shall be used exclusively for the improvement, maintenance, enhancement and operation of the Common Property and Restricted Common Property and to provide services that the Association is authorized or required to provide.

(b) Special Assessments against the Owners and all other fees, dues and charges, may be established by the Board at any regular or special meeting, and shall be payable at such time or times as the Board shall direct.

(c) The Board may, from time to time, establish by a resolution, rule or regulation, or may delegate, to an officer or agent, the power and authority to establish specific fees, dues or charges to be paid by Owners for any special or personal use of facilities, or to reimburse the Association for the expenses incurred in connection with such use. Such sums shall be payable by the Owner utilizing the facility at such time or times as shall be established by the resolution, rule or regulation.

Section 6. Assessment Allocation. The annual budget shall be allocated to the Members on the basis of the following formula for budget units, which formula shall also apply to the Equestrian Club Facilities and other real property within the Properties owned by Declarant, subject to the terms hereof:

The Owner(s) of a Lot shall be allocated one budget unit for each acre of real property in the Lot, provided that for the purpose of budget units, each Owner of less than one acre shall be deemed to own one acre. Subject to the above, each fraction of an acre shall be rounded off as follows:

(a) .0 to .499 shall be rounded off to the next lowest whole number.

(b) .5 to .999 shall be rounded off to the next highest

whole number.

Notwithstanding anything to the contrary contained in this Declaration, the Board of Directors shall have the right to assess Lots within the Association unequally as follows:

The Board of Directors shall determine, in its sole discretion, that certain Lots within the Association benefit from the use of Common Property or Restricted Common Property (the "Benefited Lots"), to the exclusion of other Lots within the Association (the "Unbenefited Lots"). Upon such determination by the Board of Directors, the Benefited Lots shall thereafter be assessed for the costs of maintenance, repair, replacement, operation and management of said Common Property or Restricted Common Property and the unbenefited Lots shall not be assessed for the costs of maintenance, repair, replacement, operation and management of said Common Property or Restricted Common Property. Such determination by the Board of Directors shall not be appealable.

Section 7. Reserves. The Association may, but is not obligated to, establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Areas and those Restricted Common Areas which the Association is obligated to maintain. Such reserve fund, if any, shall be maintained out of regular assessments for common expenses.

Section 8. Initial Working Capital. Declarant shall establish a working capital fund for the initial months of operation of the Association. Declarant shall collect from each Owner at the time of conveyance of each Lot an amount equal to one-quarter of the annual assessment for each Lot. Each Lot's share of the working capital fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot and used for the benefit of the Association. The purpose of this fund is to assure that the Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

Section 9. Neighborhood Associations. Assessments allocated to any Unit may, at the discretion of the Association, be billed by the Association to and be collected by the Neighborhood Association having control thereof and paid to the Association as herein provided. In this event, the Neighborhood Association shall be liable for payment of the Association's assessments regardless of its collection thereof from its Members. Nothing herein shall be deemed a waiver by the Association of its independent right of lien and collection against any Owner. To the extent that a Neighborhood Association pays an assessment to the Association prior to the collection thereof from its Member, the Neighborhood Association shall have the same lien enforcement rights and other collection rights accorded the Association under

this Article and shall be subrogated thereto. The Association shall be entitled to its costs of collection and reasonable attorneys' fees from any Owner or Neighborhood Association against whom an assessment must be enforced.

Section 10. Enforcement. The Association, through its Board, may impose an Individual Assessment upon any Neighborhood Association or Owner whose use or treatment of Common Areas, a Lot or unit or real property is not in conformance with the standards as adopted by the Association or that increases the maintenance cost to the Association above that which would result from compliance by the Neighborhood Association or Owner with the use restrictions imposed by this Declaration. The amount of such assessment shall be equal to all costs incurred, and the assessment may be enforced in the manner provided for any other assessment.

Section 11. Non-payment of Assessments; Remedies. If any assessment is not paid within fifteen (15) days after the due date, a late fee of \$25.00 per month together with interest in an amount equal to the maximum rate allowable by law, per annum, beginning from the due date until paid in full, may be levied by the Board until the assessment is paid. The Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including reasonable attorneys' fees, at all levels of proceedings, required to collect same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 12. Roster. The Association shall prepare a roster noting assessments applicable to each Lot. The roster shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand, furnish an Owner liable for assessments a certificate in writing signed by an officer of the Association, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of the amount of any assessment therein stated.

Section 13. Subordination of the Lien to Mortgages. As provided in Section 2 above, the lien for assessments and other charges becomes effective from and after recording of a Claim of Lien in the public records. This lien shall be subordinate to a bona fide first mortgage on any Lot, if the mortgage is recorded in the public records prior to the Claim of Lien. A lien for assessments shall not be affected by any sale or transfer of a Lot. In the event of a sale or transfer of a Lot pursuant to a foreclosure of a bona fide first mortgage, the acquirer of title, his successors and assigns, shall not be liable for assessments

pertaining to the Lot or chargeable to the former owner of the Lot which became due prior to such sale or transfer. However, any such unpaid assessments for which such acquirer of title is not liable may be reallocated and assessed to all Lots (including such acquirer of title) as an Association expense. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Lot from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

ARTICLE VIII
INFORMATION TO LENDERS AND LOT OWNERS

Section 1. Availability. The Association shall make available to Owners and to Institutional Mortgagees current copies of this Declaration, the Articles of Incorporation or By-laws of the Association, other rules concerning the Association and its Members and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 2. Copying. Any Owner and/or Institutional Mortgagees shall be entitled, upon written request and at its cost, to a copy of the financial statement and documents referred to above.

Section 3. Notice. Upon written request to the Association by an Institutional Mortgagee (which written request shall identify the name and address of the Institutional Mortgagee and the Lot number and address thereof), the Lender will be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects a material portion of the Properties or any Lot on which there is a first mortgage held by the Institutional Mortgagee;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held by the Institutional Mortgagee, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

ARTICLE IX
MAINTENANCE OBLIGATIONS OF ASSOCIATION

Section 1. Common Area. To the extent responsibility therefor is not assumed by the Master Association or a Neighborhood

Association, the Association shall at all times maintain in good condition, repair and replace, at its expense, all Common Areas, and Restricted Common Areas, including all improvements placed thereon, including all Common Areas related to the surface water management plan approved by Palm Beach County, South Florida Water Management District, or Acme Improvement District. Certain common areas are wetlands and buffer zones as depicted on the Plats as conservation areas. Such conservation areas are hereby declared restricted common areas, and shall be the perpetual responsibility of the Association, and may in no way be altered from their natural state. Activities prohibited within the conservation areas include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation - with the exception of exotic vegetation removal; excavation, dredging, or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation. The Common Areas shall also include certain swimming pool and athletic court recreational facilities, and appurtenances thereto, to be located on portions of Plat 4 of Equestrian Club Estates which are to be deeded or dedicated to the Association, which shall perpetually maintain said recreation facilities and appurtenances.

Section 2. Maintenance of Common Facilities. The Association shall have responsibility for maintaining the streets dedicated to the Association upon the Plats. Such maintenance shall include construction, repair and general maintenance of the pavements, drainage structures, bridges, traffic and street signs and signalization and other such traffic control devices, trails, fences, and landscaping, all in accordance with the standard of maintenance required by the Association. The costs of such maintenance shall be assessed against the members of the Association.

Section 3. Lots. Except as provided under the documents for any Neighborhood Association, each Owner shall be responsible for the repair, maintenance and/or replacement at its sole cost and expense, of all portions of any unit, improvements and/or fence constructed on the Lot. If the Neighborhood Association or Owner having responsibility therefor fails to perform its obligations hereunder, the Association, at the responsible party's sole cost and expense, shall have the right to repair, maintain and/or replace, all portions of any Lot or Unit. Declarant herein creates an easement across each Lot in favor of the Association and its authorized agent(s), for the purposes of performing any act necessary to ensure compliance with the provisions hereof.

Section 4. Right of Entry by Association. The Association is granted a perpetual and irrevocable easement over each Lot to inspect (including inspection to ascertain an Owner's compliance with the provisions of this Declaration), or to perform any maintenance, painting, alteration or repair to any portion of the

unit, improvements, fences or grass and landscaping areas located upon the Lot. Each Owner shall permit an authorized Agent of the Association to enter the Unit, or go upon the Lot, provided that such entry shall be made at reasonable times. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made at any time. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

Section 5. Additional Maintenance. The Association shall, if designated by Declarant, maintain bicycle paths, trails, vegetation, landscaping and sprinkler system upon areas which are not within the Properties but abut same and are owned by others including, but not limited to, a utility, governmental, or quasi-governmental entity, so as to enhance the appearance of the Properties. These areas may include (for example) swale areas or median areas within the right of way of abutting public streets, roads and/or areas within drainage canal rights of ways or other abutting waterways.

Section 6. P.U.D. The Properties are included within the boundaries of a planned unit development (P.U.D.). There are various rights and responsibilities either dedicated to the Owners, Association or the Master Association associated with the P.U.D. approval or arising out of previously filed restrictions, reservations, easements and limitations of record, including the Master Declaration. The Association and Owners shall discharge their respective duties as set forth therein. The costs associated therewith shall be an obligation of the Association or the Owners as provided herein or as provided therein.

ARTICLE X
MAINTENANCE OBLIGATION OF OWNERS

Section 1. Owner's Responsibility. Except as set forth herein each Owner is responsible for the repair, maintenance and/or replacement, at its sole cost and expense, all portions of the Unit and improvements and/or fence constructed on the Lot. Any Owner is strictly prohibited from placing any fence upon its Lot, or changing the exterior paint thereof or of the Unit, without the prior consent from the Architectural Committee.

Section 2. Owner Liability. Should any Owner do any of the following:

- (a) Fail to perform the responsibilities as set forth herein; or,
- (b) Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or,

(c) Impede the Association from performing its responsibilities hereunder; or

(d) Undertake unauthorized improvements or modifications to the Unit or to any other portion of his Lot or to the Common Area, as set forth herein;

Then, the Association, after ten (10) days prior written notice to the Owner and any Neighborhood Association having jurisdiction of such Lot, shall have the right, through its agents and employees, to enter upon said Lot and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs of the Association, shall be added to and become a part of the assessments to which the Lot is subject.

ARTICLE XI ARCHITECTURAL CONTROL

Section 1. Original Construction. All original construction of improvements within the Properties shall be controlled by Declarant in its sole discretion. The Association shall have no control over the original construction of improvements. For purposes of this paragraph, "original construction" shall mean any construction prior to issuance of a Certificate of Occupancy for the improvement by appropriate governmental authority. No improvement of any kind, including any structure, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be initially erected, placed, or maintained upon any property within the Properties unless and until the plans, specifications, and location of the same shall have been submitted to and approved in writing by Declarant. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with design criteria as the same may be adopted and from time to time be amended.

Declarant shall have no liability to any person or entity for any loss or damage arising out of its approval or failure to approve any plans or specifications as provided herein. Declarant disclaims any liability for any plans or specifications which may be approved by it and which may be defective in any manner, it being understood that Declarant's review of plans and specifications presented to it shall not necessarily be reviewed with regard to safety or compliance with laws or regulations, nor shall Declarant have any duty to so review such plans and specifications.

Section 2. Approval Necessity. Subsequent to the construction of improvements within the Properties, the exterior of any improvements may not be changed, modified, or altered in appearance without the approval of the Association. This architectural review and control function of the Association

shall be administered and performed by a committee appointed by the Board, who need not be Members of the Association. A majority of the committee shall constitute a quorum to transact business at any meeting, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the committee. Any vacancy occurring on the committee shall be filled by the Board of Directors. The committee shall have the power to adopt such rules and standards as it deems proper, subject to approval by the Board.

Section 3. Endorsement of Plans. Approval of plans, specifications and location of improvements by the Architectural Committee shall be endorsed on the Plans. Approval by the Architectural Committee of plans or specifications submitted for approval shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications, if and when, the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Lots.

Section 4. Construction to be in Conformance with Plans. After plans, specifications and other data submitted have been approved by the Architectural Committee, the items contained therein shall be erected, constructed or altered in strict conformity with the approved plans and specifications.

Section 5. Deemed Approval. In the event that the Architectural Committee shall fail, for a period of thirty (30) day after complete submission, to approve or disapprove any plans and specifications, submitted to it for approval, the same shall be deemed to have been approved. All decisions of the Committee shall be final and binding.

Section 6. Right of Entry. Any agent or member of the Architectural Committee may, at any reasonable time, enter and inspect any building or property subject to the jurisdiction of the Architectural Committee or on or in which the agent or member may reasonably believe that a violation of this Declaration is occurring or has occurred.

Section 7. Declarant Exempt. The Declarant, Lots or Units owned by Declarant, and the Equestrian Club Facilities, and improvements made by Declarant shall be exempt from the application of this Article XI, and Declarant is not obligated to comply with the provisions hereof. Notwithstanding anything to the contrary contained herein, no improvements near or adjacent to the Equestrian Club Facilities may be altered without the approval of Declarant, which approval may be withheld by Declarant in its sole discretion.

Section 8. Enforcement. The Association shall have the right to enforce the provisions of this Article by injunctive relief or any other remedy which may be available. If any such suit is successful, the party violating the provisions hereof shall pay

all costs of such suit, including, but not limited to, court costs and reasonable attorneys' fees at all levels of proceedings.

ARTICLE XII
RIGHTS OF DECLARANT/EASEMENTS

Section 1. Sales Office. For so long as the Declarant owns any property affected by this Declaration, the Declarant shall have the right to transact any business necessary to consummate sales of Lots and/or other properties owned by Declarant. This right shall include, but not be limited to, the right to maintain models, sales offices, have signs on any portion of the Properties, employees in the models and office, use of the Common Area and to show dwellings. Sales Office signs and all items pertaining to sales shall remain the property of the Declarant.

Section 2. Appurtenant Easements. Declarant, its successors, assigns, guests, licensees, invitees, lessees and related entities and all members, their guest, lessees and Association, shall have a perpetual nonexclusive easement for ingress and egress over, across and through and for the use and enjoyment of all Common Property, such use and enjoyment to be shared in common with the other Owners, their guest, lessees, licensees and invitees as well as the guests, lessees, licensees and invitees of Declarant.

Section 3. Utility Easements. Declarant and any public or private utility or governmental authority providing utility service within the Properties are hereby granted a perpetual easement upon, over, under and across the Properties for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, wires, siphons, valves, grated, pipeline, cable apparatus appurtenant thereto to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing Owners and servicing Common Property and Restricted Common property, all such easements to be of a size, width and location as Declarant, in its sole discretion, deems best.

Section 4. Declarant Easements. Declarant and such other persons as Declarant may from time to time designate are hereby granted a perpetual easement, privilege and right in and to, over, under, on and across the Common Property and Restricted Common Property for access, ingress and egress, use and enjoyment. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and right-of-way on any of the Properties so long as any said easements do not run under any Units constructed on the Lots nor materially and adversely interfere with the intended uses of any portion of the Properties.

Declarant is hereby granted for itself and/or assigns an exclusive easement for the installation and maintenance of security and television cables and wire within the rights-of-way and easement areas referred to hereinabove. Declarant and such other persons as Declarant may from time to time designate are hereby further granted a perpetual easement, privilege and right to remove water from any of the lakes located on the Common Property and/or the Restricted Common Property for construction and construction related purposes. The use of any or all of the above easements shall be at no cost to Declarant or its designees.

Declarant shall have the sole right to any fees of any nature related to services described in this section, including but not limited to, license or access fees on account thereof. The Association will, without charge, if requested by Declarant:

(a) Join in the creation of such easements etc. and cooperate in the operation thereof; and

(b) Collect and remit fees associated therewith. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those by Declarant or its designees.

Section 5. Service Easements. Delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by Declarant to service the Properties and such other persons as Declarant from time to time may designate are hereby granted a nonexclusive, perpetual right of ingress and egress over and across the Common Property and Restricted Common Property for the purposes of performing their authorized services and investigation.

Section 6. Drainage Easements. Drainage flow shall not be obstructed or diverted from drainage easements. The Association may, but shall not be required to, cut drainways from surface water wherever and whenever such action may appear to the Association to be necessary to maintain reasonable standards of health, safety and appearance. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other action reasonably necessary to install utilities and to maintain reasonable standards of health and appearance, but shall not include the right to disturb any improvements erected within the Properties that are not located within the specific easement area designated on the plat or in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto adjacent parcels or into sanitary sewer lines. Declarant shall have the sole control over elevations and slopes within drainage easements, and no Owner or Neighborhood Association may alter any such elevations except upon written consent of Declarant. The Association shall adhere to the approved surface water management plan as approved by Palm Beach County, Florida, and the Acme

Improvement District, and South Florida Water Management District.

Section 7. Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of Declarant or the Association, in accordance with the Master Documents, to borrow money from any lender for the purpose of improving the Common Property and Restricted Common Property and providing services authorized herein and, in aid thereof, to mortgage said properties:

(b) Pursuant to the provisions of the Master Documents the right of the Association to suspend the rights and easements of enjoyment of the Common Property by any member or any tenant of any Member for any period during which any assessment remains unpaid, and for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or breach of any rules and regulation of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment or comply with the rules and regulations.

(c) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility that may be owned by the Association provided that all such fees shall be revenues of the Association.

(d) Subject to the terms of the Master Documents, the Board of Directors of the Association shall have the power to place any reasonable restrictions upon the use of any roadways owned by the Association including, but not limited to, the maximum and minimum speeds of vehicles using said roads, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads; provided that such restrictions shall not affect Declarant, its guests, licensees, and/or invitees. The fact that such restrictions on the use of such roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Properties shall not make such restrictions unreasonable. Neither Declarant nor the Association, their boards, officers, agents, employees or members shall incur any liability from its exercise or non-exercise of the rights and powers contained herein or the enforcement or lack of enforcement thereof.

(e) The right of the Association to give, dedicate or sell all or any part of the Common Property and Restricted Common Property (including leasehold interest therein) to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be determined by the Association. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-president and Secretary or Assistant Secretary of the Association, and such certificate shall be annexed to any instrument of dedication or

transfer affecting the Common Property and Restricted Common Property prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Voting Members.

Section 8. Discharge into Water Bodies. Nothing other than storm water or irrigation water run-off may be discharged into any lake, canal, or other body of water located within or adjacent to the Properties. Any device through which water is drawn other than a pumping device from any lake, canal, or other body of water onto or within any portion of the Properties must not be visible unless necessary or pose a hazard to navigation or water recreation. The construction and/or installation of any such device through which water is drawn shall be subject to the prior written approval of Declarant, which approval may be withheld in Declarant's sole discretion.

ARTICLE XIII ASSIGNMENT OF POWERS

All or any part of the rights and powers and reservations of the Declarant herein contain may be deeded, conveyed, or assigned to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records of the county in which the Properties are located. The duties and powers of the Association may be delegated to or assumed by other entities or associations as provided elsewhere in the Master Documents.

ARTICLE XIV ENFORCEMENT OF RULES AND REGULATIONS

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenant set forth herein and any and all rule and regulations adopted by the Board of Directors of the Association.

Section 2. Enforcement. Failure of an Owner, or his/her family members, agents, guests, licensees, invitees to comply with such restrictions, covenants, or rules and regulation of the Association shall be grounds for action, which may include without limitation an action to recover sums due for damage, injunctive relief, or any combination thereof, including costs and attorneys' fee incurred in bringing such actions, and if necessary, costs and attorneys' fees for appellate review. The Association shall have the right to suspend voting rights and use of Common Property and Restricted Common Property of an Owner who violates these provisions. Notwithstanding anything to the contrary contained herein, the Association shall not have the right to restrict an Owner from access and rights of ingress and egress to and from his or her Unit.

Section 3. Fines. In addition to any other remedies, in the sole discretion of the Board of Directors of the Association a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants, or employees to

comply with any covenant, restriction, rule, or regulation, contained herein or promulgated pursuant hereto, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting, at which time the Owner shall present reasons why penalties should not be imposed.

(b) Hearing: A description of the noncompliance shall be presented to the Board of Directors, after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Directors' meeting.

(c) Penalties: The Board of Directors may impose Special Assessments against the property owned by the Owner as follows:

(1) First noncompliance or violation: A fine not in excess of One Hundred Dollars (\$100.00).

(2) Second noncompliance or violation: A fine not in excess of Five Hundred Dollars (\$500.00).

(3) Third and subsequent noncompliance, or violation or violations that are of a continuing nature: A fine not in excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Penalties. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines. Fines shall be treated as an assessment otherwise due to the Association.

(f) Application of Penalties. All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Nonexclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association or the Master and Neighborhood Associations may otherwise be legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages that the Association, Master and Neighborhood Association may otherwise be entitled to recover by law from such Owner.

ARTICLE XV

CABLE TELEVISION AND RESTRICTED ACCESS AND PATROL SERVICES

Section 1. Contractual Designation. Declarant and/or its designees shall have the right to enter into contracts for the

provision of cable television (CATV) service and/or restricted access and patrol services upon such term as Declarant shall deem, in its sole discretion, to be in the best interests of the Association and all Owners within the Properties.

Section 2. Disclaimer of Liability. Declarant, the Association, any Neighborhood Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator") may enter into contracts for the provision of communication, restricted access and patrol services through the Properties. DECLARANT, THE ASSOCIATION, ALL NEIGHBORHOOD ASSOCIATIONS AND THEIR FRANCHISEES, AND ANY OPERATOR DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH COMMUNICATION, RESTRICTED ACCESS AND PATROL SERVICES OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT WITHIN THE PROPERTIES ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION, THE APPLICABLE NEIGHBORHOOD ASSOCIATION OR ANY SUCCESSOR, ASSIGNEE OR FRANCHISEE OF DECLARANT OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR ARE NOT INSURERS OF THE OWNER'S OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, that may proximately result from a failure on the part of a restricted access and patrol service provider to perform any of its obligations with respect to restricted access and patrol services, and, therefore, every Owner or occupant of property receiving restricted access and patrol services through the Properties agrees that Declarant, the Association, all Neighborhood Associations or any successor, assignee or franchisee thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including without limitation failure in transmission of an alarm, interruption of restricted access and patrol service or failure to respond to any alarm because of (a) failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes that are beyond the control of the security service provider. Every Owner or occupant of property obtaining security services through the Properties further agrees for himself/herself, his/her grantees, tenant, guest, invitees, licensees, and family members that if any loss, damage, injury or death should result from a failure of performance or operation, from defective performance or operation, from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents or employees, then the liability, if any, of Declarant, the Association, all Neighborhood Associations, any franchisee of the foregoing and the Operator or their successors or assigns, for loss, damage,

injury or death sustained, shall be limited to a sum not exceeding Two Hundred Fifty and No/100 (\$250.00) U.S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage result directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Declarant, the Association, any Neighborhood Association or any franchisee, successor or assign of any of same or any Operator. Further, in no event will Declarant, the Association, any Neighborhood Association, any Operator or any of their franchisees, successors or assigns be liable for consequential damages, wrongful death, personal injury or commercial loss.

ARTICLE XVI
USE RESTRICTIONS

Section 1. Residential Use. No Lot shall be used for other than residential purposes. No building other than one single family or medium density residence together with pool houses, cabanas or maids' quarters serving the residence shall be erected, altered, placed or permitted to remain on any Lot. Declarant shall be exempt from this restriction as provided in this Declaration.

Section 2. Construction. All improvements constructed upon a Lot must comply with Article XI hereof and all building codes of appropriate governmental agencies. No structure shall be more than thirty-five (35) feet in height. Additionally, each lot shall be designated by Declarant, in its sole discretion, as a "Single Family", "Zero Lot Line", or "Townhouse" Lot. Each Lot will be subject to the following appropriate restrictions, according to its designation, unless exempted by Declarant, in its sole discretion:

A. Single-Family. Each residential structure shall have no less than 2800 square feet of air-conditioned space in the case of one-story dwellings, exclusive of garages, screen porches or patios. In the case of a two-story residence, the first story shall have a minimum of 2000 square feet of air-conditioned space and the second story a minimum of 800 square feet of air-conditioned space.

B. Zero Lot Line. Each residential structure shall have no less than 2000 square feet of air-conditioned space, exclusive of garages, screen porches, or patios.

C. Townhouse. Each residential structure shall have no less than 1500 square feet of air-conditioned space, exclusive of garages, screen porches, or patios.

No carports are permitted on any Lot, and driveways on each Lot shall be of sufficient size to accommodate the off-street parking of two automobiles.

When the construction of any building is once begun, work thereon must proceed diligently and continuously and must be

completed within 12 months of commencement, unless specifically excepted by Declarant in writing. No installation of additional street lights or exterior lighting shall be permitted without approval as provided in Article XI.

Section 3. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plats and hereunder. Within these easements, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, change the direction of flow of drainage channels in the easements or obstruct or retard the flow of water through drainage channels in the easements.

Section 4. Nuisance. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood.

Section 5. Temporary Structures. No structure of a temporary character, including trailer, tent or shack shall be used on any Lot at any time as a residence, either temporarily or permanently. This does not exclude the use of such structures by the Declarant or builders for the purpose of construction or sales offices.

Section 6. Signs. In order to maintain an attractive appearance no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Properties, by an Owner or occupant, without the written permission of the Declarant, and the Declarant shall have the right in its sole discretion to prohibit or to restrict and control the size, construction material, wording, location and height of all signs and may summarily remove and destroy all unauthorized signs.

Section 7. Trash. Each Owner shall keep his Lot free and clear of trash and debris and shall reasonably maintain his Unit. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers suitably screened from the street and adjacent lots. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage incinerators shall be permitted.

The Declarant and/or the Association shall have the right, but not the obligation to care for vacant or unkempt Lots within the Properties, remove rubbish therefrom and any unsightly and obnoxious thing therefrom, and do any other thing and perform any labor necessary or desirable in the judgment of the Declarant or the Association to keep the Lot, and the land contiguous and adjacent thereto, neat and in good order, and charge the same against the Owner of said Lot or Lots, which charge shall be a lien on the Lot or Lots, which may be foreclosed and shall

include Declarant's or the Association's attorneys fees and other costs in connection with said foreclosure.

Section 8. Water. No individual water supply system shall be permitted on any Lot for domestic consumption.

Section 9. Sewer. No individual sewage disposal system shall be permitted on any Lot.

Section 10. Clothes Lines. All clothes lines or drying yards shall be screened from view of any street or adjoining property.

Section 11. Antenna. No television or other outdoor antenna system or facility shall be erected or maintained on any Lot to which cable television service is then currently available except with the specific written consent of Declarant, which consent may be unreasonably withheld.

Section 12. Subdivision. No Lot shall be subdivided.

Section 13. Outside Lighting. Except as may be initially installed by Declarant, no spotlights, floodlights or similar type of high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon or upon any common areas or any part thereof without the written authorization of the Board. Other types of low intensity lighting which do not disturb the Owners or other occupants of the Properties shall be allowed.

Section 14. Sidewalks. Each Lot shall have a sidewalk if required by Palm Beach County or shown on a filed plat. Declarant must approve in writing material, size, color and location before installation of the sidewalk and Declarant may establish and require Owners and builders to construct a uniform sidewalk throughout The Properties. If installation is done without prior written approval and/or does not meet requirements, the Declarant can require the Owner and builder to remove same at their expense and reinstall per Declarant's approval or Declarant will do same and charge Lot Owner which charge shall be a lien on the Lot which may be foreclosed and shall include Declarant's attorneys' fees and other costs in connection with said foreclosure.

Section 15. Commercial Activities. No business or commercial activity shall be conducted on the Properties, except the construction of improvements or the maintenance of sales offices or models on a Lot for sale of Units in the ordinary course of business, with Declarant's consent, in its sole discretion.

Section 16. Pets. All pets and animals shall be restricted to those animals generally considered as household pets, such as dogs, cats or birds, and must be contained upon the premises of respective Owners. Obnoxious animals such as cows, horses, swine, goats, fowl, etc., are specifically prohibited, except that horses may be present in Common Areas or Lots specifically

designated for same by the Board, subject to any rules and regulations which it may adopt, in its sole discretion, concerning such animals. Notwithstanding the above provisions, no pets or animals which constitute a nuisance to surrounding Owners shall be kept upon the Properties.

Section 17. Vehicles. Owners and occupants of Lots will not be permitted to park, store, or keep any commercial vehicle, boat, truck, trailer, recreation vehicle, mobile home, bus tractor, or other such vehicles on their Lots or adjacent Lots unless stored or kept within a totally enclosed structure except temporarily during periods of construction. Further, Owners and occupants of Lots may not park, store, or keep such vehicles on adjacent roads and streets.

Commercial vehicles shall include those vehicles as defined in Section 320.01(15)(a), Florida Statutes (1988) as "for-hire" vehicles and/or decorated with commercial lettering or advertising. Trucks shall include those vehicles as defined in Section 320.01(9), Florida Statutes (1988) except there shall be excluded therefrom Jeeps, Scouts, Blazers, Broncos, Vans, Toyota Land Cruisers, El Caminos and Rancheros or vehicles similar thereto in the discretion of the Association, which are for private use as defined in Section 320.01(14), Florida Statutes (1988) and are without commercial lettering or advertising, and small pickup trucks, that is, pickup trucks weighing less than one (1) ton which are private use as defined in Section 320.01(14), Florida Statutes (1988) and are without commercial lettering or advertising. Recreational vehicles shall include those vehicles as defined in Section 320.01(1)(b), Florida Statutes (1988); trailers shall include those vehicles as defined in Section 320.01(4), Florida Statutes (1988) and mobile homes shall include those vehicles as defined in Section 320.01(2), Florida Statutes (1988).

Section 18. Unsightly Vehicles. Owners and occupants of Lots shall not park, store or leave or permit parking or storing of any vehicle approved under the terms of Section 17 above, which is in rusted, wrecked, junked, partially dismantled, inoperative or abandoned condition, whether attended or not upon their Lots or adjacent Lots or adjacent roads or streets, unless the same is completely enclosed within a garage.

Section 19. Dredging. No Lot shall be increased in size beyond its dimensions as shown on the Plat by filling in any water or canal to which it may abut.

Section 20. Windows and Awnings. No reflective materials including but not limited to aluminum foil, reflective screens or glass, mirrors or similar type items shall be permitted to be installed or placed on the outside or inside of any windows or any other part of a Lot which can be seen from the outside of the Properties or from other portions of the Properties. Further, no metal or rigid plastic awnings of any nature whatsoever shall be permitted to be placed or installed on or attached to the outside

of any of the Units, or elsewhere on a Lot, except those approved in accordance with Article XI.

Section 21. Sprinkler Systems. Sprinkler systems shall draw water only from individual wells on the Lot, public utility services or, upon the express prior written approval of Acme Improvement District or South Florida Water Management District, if required, the Association, and Declarant any canal or lake adjacent to the Lot which the sprinkler system serves.

Section 22. Grass and Landscaping. Each Lot Owner shall trim and maintain grass and landscaping to the water's edge in any adjacent drainage easement and the pavement's edge of any street regardless of the location of the Lot's boundary line.

ARTICLE XVII INSURANCE

Section 1. Dwellings and Improvements on Lots. Except when coverage is provided by a Neighborhood Association, each Owner, except the Declarant, shall purchase and maintain a policy of fire and standard extended coverage insurance on all insurable improvements situated upon its Lot, including all fixtures, partitions, appliances and cabinetry, in an amount not less than the maximum insurable replacement value thereof, excluding land, foundation, excavation and other items normally excluded from coverage. Said coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and all other such risks as, from time to time, may be covered with respect to building and improvements similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm if available. Such Owner shall continuously provide a current copy of such policy to the Association. The Association shall maintain similar insurance covering the Common Areas and Restricted Common Areas.

Section 2. Flood Insurance. If the Properties are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), each Owner shall obtain and pay the premiums for all buildings and other common property covered by the required form of policy (herein "Insurable Property"), in an amount deemed appropriate, but not less than the lesser of (a) the maximum coverage available under NFIP for all buildings and other Insurable Property within any portion of the Common Area located within a designated flood hazard area; or (b) one hundred (100%) percent of current "replacement cost" of all such buildings and other Insurable Property. The Association shall maintain similar insurance covering the Common Areas and Restricted Common Areas.

Section 3. Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage. The coverage shall be at least for One Million Dollars (\$1,000,000.00) for

bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance and use of the Common Area, and Restricted Common Areas, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to the Association.

Section 4. Other Insurance. The Association may maintain such other insurance coverages as it deems appropriate from time to time.

Section 5. Fidelity Bonds. The Association shall maintain, if available, a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of or administered by the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds are required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three months aggregate assessments on all Lots. The fidelity bonds required herein must meet the following requirements:

(a) Fidelity bonds shall name the Association as an obligee;

(b) The bonds shall contain waivers, by the insurers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee", or similar terms or expressions;

(c) The premiums on all bonds required herein (except for premiums on fidelity bonds maintained by a management agent, or its officers, employees and agents), shall be paid by the Association;

(d) The bond shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least twenty (20) days' prior written notice to the Association.

Section 6. Cost of Payment of Premiums. The Association shall pay the cost of obtaining all insurance hereunder, excluding any insurance purchased by individual Owners pursuant hereto, and any other fees or expenses incurred which may be necessary or

incidental to carry out the provisions hereof.

Section 7. Association as Agent. The Association is irrevocably appointed agent for each Owner, for each Lender and for each owner of any interest in the Common Area and Restricted Common Area to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 8. Responsibility. Except as provided in the Declaration of any Neighborhood Association, in the event of damage to a Lot or any portion thereof, the Owner(s) shall be responsible for reconstruction after casualty. The party responsible shall immediately commence reconstruction and shall diligently pursue the same to completion. In the event of damage to the Common Area of Restricted Common Area, or any portion thereof, the Association shall be responsible for reconstruction after casualty, provided, that, if such damage is caused by the act or negligence of any person from that person shall be liable to the Association for the cost of repair or reconstruction.

Section 9. Nature of Reconstruction. Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform with the then current governmental restrictions and codes. Unless appropriate governmental approval is received, the dimensions of the replacement building shall not exceed the dimensions of the previous building.

ARTICLE XVIII EQUESTRIAN CLUB FACILITIES

Section 1. Administration of Equestrian Club Facilities. The operation, administration and use of the Equestrian Club Facilities is solely and exclusively reserved to Declarant, and same may be used for any legal purpose. The Association shall exercise no control or power whatsoever over the activities of Declarant, and its members, guests and invitee within the Equestrian Club Facilities.

Section 2. Right of Access. Declarant, its successors, assigns, members, guests, invitees, licensees, employees and related entities shall have unrestricted access over the Common Property and Restricted Common Property in perpetuity from and to the Equestrian Club Facilities.

Section 3. Architectural Control. The Association shall have no power pursuant to this Declaration as to any construction on or alteration of improvements or landscaping as to any of the Equestrian Club Facilities.

Section 4. Limitation on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of Declarant, no amendment to this Article, and no amendment in

derogation hereof to any other provisions of this Declaration that affect Equestrian Club Facilities may be made without its written approval, which approval may be withheld in its sole discretion.

ARTICLE XIX
GENERAL PROVISIONS

Section 1. Authority of Association. In all instances herein, except when a vote of the membership of the Association is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board. The Association and its members shall be bound thereby.

Section 2. Enforcement. Enforcement of the Master Documents shall be by any proceeding at law or in equity and may be instituted by Declarant, the Association, its successors or assigns against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; furthermore, the failure by the Association or any Owner or Declarant to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 3. Execution of Documents. The Land Use Plan for the development of the Properties may require from time to time the execution of certain documents required by governmental authorities. To the extent that said documents require the joinder of Owners, Declarant by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents, and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such document executed pursuant to this Section shall recite that it is made pursuant to this Section.

Section 4. Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity that will violate its non-profit or tax exempt status under applicable state or federal law.

Section 5. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision which shall remain in full force and effect. The Article and Section headings herein are for convenience only and are not to be used in interpreting the provisions hereof.

Section 6. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have

been properly sent when mailed, prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 7. Conflicts. Should there be any inconsistencies between the terms, conditions and provisions of this Declaration, the Bylaws and the Articles of Incorporation, then the terms, conditions and provisions of the Declaration shall prevail.

Section 8. Gender. Wherever the masculine singular form of a pronoun is used in this Declaration, it shall be construed to mean masculine or feminine, singular or plural, wherever the context so requires, and shall include and apply to a corporation.

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 26th day of January, 1990.

[Handwritten signature]

DECLARANT:

EQUESTRIAN GROUP, LTD., a Florida limited partnership

[Handwritten signature: Susanne H. Poore]

BY: UNIQUE DEVELOPMENT CONCEPTS, INC. AT PALM BEACH POLO AND COUNTRY CLUB, a Florida corporation

BY: *[Handwritten signature: Lawrence M. Lionberg]*
Its President

STATE OF FLORIDA)
)SS:
COUNTY OF PALM BEACH)

Before me personally appeared *[Handwritten signature: Lawrence M. Lionberg]* to me well known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to and before me that he executed such instrument and that said instrument is his free act and deed.

WITNESS my hand and official seal, this 26th day of January, 1990.



[Handwritten signature: Susanne H. Poore]
NOTARY PUBLIC

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 19, 1993
BONDED THRU GENERAL INS. UNO.

DESCRIPTION

A PARCEL OF LAND IN SECTION 20, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE PERMANENT REFERENCE MONUMENT AT THE SOUTHERLY LIMITS OF EQUESTRIAN CLUB ROAD, AS SHOWN ON EQUESTRIAN CLUB ESTATES PLAT No. 1, AS RECORDED IN PLAT BOOK , PAGES THROUGH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PERMANENT REFERENCE MONUMENT LYING ON THE EASTERLY RIGHT OF WAY LINE OF SAID EQUESTRIAN CLUB ROAD, SAID RIGHT OF WAY LINE BEING A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 770.00 FEET AND ALSO BEING THE WESTERLY LINE OF SAID MANAGEMENT TRACT "A" AS SHOWN ON SAID EQUESTRIAN CLUB ESTATES PLAT No. 1; THENCE NORTH 45°41'12" WEST ALONG A LINE RADIAL TO SAID CURVE AND EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 85.0 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID EQUESTRIAN CLUB ROAD AND THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE WITH A RADIUS OF 630.0 FEET AND SAID WESTERLY RIGHT OF WAY LINE AS SHOWN ON SAID EQUESTRIAN CLUB ESTATES PLAT No. 1, THROUGH A CENTRAL ANGLE OF 14°02'45", A DISTANCE OF 203.47 FEET; THENCE NORTH 60°08'20" WEST, A DISTANCE OF 33.13 FEET; THENCE NORTH 38°36'11" WEST, A DISTANCE OF 69.53 FEET; THENCE NORTH 51°21'46" EAST, A DISTANCE OF 21.95 FEET; THENCE NORTH 0°16'36" EAST, A DISTANCE OF 142.22 FEET TO A NON-RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 270.73 FEET AND A TANGENT BEARING OF NORTH 53°31'35" WEST AT SAID INTERSECTION; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°06'14", A DISTANCE OF 283.61 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°37'45" WEST, A DISTANCE OF 155.44 FEET TO THE POINT OF INTERSECTION OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 355.0 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°29'59", A DISTANCE OF 344.47 FEET TO THE POINT OF TANGENCY; THENCE NORTH 3°07'50" WEST, A DISTANCE OF 432.38 FEET TO THE SOUTH LINE OF PALM BEACH FOLD EQUESTRIAN CLUB PLAT No. 3 AS RECORDED IN PLAT BOOK 41, PAGES 114 THROUGH 115 OF SAID PUBLIC RECORDS; THENCE NORTH 89°37'45" WEST ALONG SAID SOUTH LINE OF PALM BEACH FOLD EQUESTRIAN CLUB PLAT No. 3, A DISTANCE OF 417.39 FEET; THENCE SOUTH 0°50'56" WEST, A DISTANCE OF 410.0 FEET; THENCE SOUTH 22°06'04" EAST, A DISTANCE OF 425.17 FEET; THENCE SOUTH 46°39'48" EAST, A DISTANCE OF 274.47 FEET; THENCE SOUTH 33°54'32" EAST, A DISTANCE OF 427.36 FEET; THENCE SOUTH 54°54'32" EAST, A DISTANCE OF 100.0 FEET; THENCE SOUTH 35°05'28" WEST, A DISTANCE OF 25.0 FEET; THENCE SOUTH 54°54'32" EAST, A DISTANCE OF 25.0 FEET TO A NON-RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 330.0 FEET AND A TANGENT BEARING OF NORTH 34°13'41" EAST AT SAID INTERSECTION; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°05'07", A DISTANCE OF 146.10 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A" (page 1 of 4)

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

DESCRIPTION

A PARCEL OF LAND IN SECTION 20, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PALM BEACH POLO EQUESTRIAN CLUB PLAT No. 3 OF WELLINGTON COUNTRYPLACE, P.U.D. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, PAGES 114 AND 115 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89°37'49" WEST ALONG THE SOUTH LINE OF SAID PALM BEACH POLO EQUESTRIAN CLUB PLAT No. 3 A DISTANCE OF 410.02 FEET; THENCE SOUTH 00°51'46" WEST, A DISTANCE OF 134.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°30'02", A DISTANCE OF 256.57 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 25°21'48" WEST, A DISTANCE OF 249.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 552.24 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°59'58", A DISTANCE OF 356.61 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 62°21'46" WEST, A DISTANCE OF 135.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 830.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°02'58", A DISTANCE OF 261.47 FEET TO A RADIAL INTERSECTION; THENCE SOUTH 45°41'12" EAST, A DISTANCE OF 60.00 FEET TO A RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 770.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°11'39", A DISTANCE OF 499.85 FEET TO A NON-RADIAL INTERSECTION; THENCE SOUTH 76°19'36" EAST, A DISTANCE OF 1328.18 FEET; THENCE NORTH 00°51'46" EAST ALONG THE WEST RIGHT OF WAY LINE OF ACME IMPROVEMENT DISTRICT CANAL C-4, SAID WEST RIGHT OF WAY LINE BEING 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 1875.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A" (page 2 of 4)

RECORDER'S MEMO: Legibility
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when received.

DESCRIPTION

A PARCEL OF LAND IN SECTION 20, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PALM BEACH POLO EQUESTRIAN CLUB PLAT No. 3 OF WELLINGTON COUNTRYPLACE, P.U.D. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 41, PAGES 114 AND 115 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID SOUTHEAST CORNER LYING ON THE WEST RIGHT OF WAY LINE OF ACHE IMPROVEMENT DISTRICT CANAL C-4 BEING 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 41 EAST; THENCE NORTH 89°37'49" WEST ALONG THE SOUTH LINE OF SAID PALM BEACH POLO EQUESTRIAN CLUB PLAT No. 3, A DISTANCE OF 410.02 FEET; THENCE SOUTH 00°31'46" WEST ALONG THE WESTERLY LIMITS OF EQUESTRIAN CLUB ESTATES - PLAT No. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 41, PAGES 114 AND 115 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID WESTERLY LIMITS BEING THE WESTERLY RIGHT OF WAY LINE OF EQUESTRIAN CLUB ROAD AS SHOWN ON SAID EQUESTRIAN CLUB ESTATES PLAT No. 1, A DISTANCE OF 134.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 400.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE BEING THE WESTERLY LIMITS OF SAID EQUESTRIAN CLUB ROAD PLAT No. 1 AND SAID WESTERLY RIGHT OF WAY LINE OF EQUESTRIAN CLUB ROAD THROUGH A CENTRAL ANGLE OF 24°30'02", A DISTANCE OF 234.97 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 23°21'48" WEST ALONG THE WESTERLY LIMITS OF SAID EQUESTRIAN CLUB ROAD PLAT No. 1 AND SAID WESTERLY RIGHT OF WAY LINE OF EQUESTRIAN CLUB ROAD; A DISTANCE OF 70.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 23°21'48" WEST ALONG THE WESTERLY LIMITS OF SAID EQUESTRIAN CLUB ESTATES PLAT No. 1 AND SAID WESTERLY RIGHT OF WAY LINE OF EQUESTRIAN CLUB ROAD, A DISTANCE OF 139.11 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 332.84 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND WESTERLY LIMITS OF SAID EQUESTRIAN CLUB ESTATES PLAT No. 1 AND SAID WESTERLY RIGHT OF WAY LINE OF EQUESTRIAN CLUB ROAD THROUGH A CENTRAL ANGLE OF 26°59'58", A DISTANCE OF 334.51 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 62°21'46" WEST ALONG THE WESTERLY LIMITS OF SAID EQUESTRIAN CLUB ESTATES PLAT No. 1 AND SAID WESTERLY RIGHT OF WAY LINE OF EQUESTRIAN CLUB ROAD, A DISTANCE OF 133.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 820.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND WESTERLY LIMITS OF SAID EQUESTRIAN CLUB ESTATES PLAT No. 1 AND SAID WESTERLY RIGHT OF WAY LINE OF EQUESTRIAN CLUB ROAD THROUGH A CENTRAL ANGLE OF 04°00'13", A DISTANCE OF 58.00 FEET TO A NON-RADIAL INTERSECTION; THENCE NORTH 80°08'20" WEST, A DISTANCE OF 33.13 FEET; THENCE NORTH 38°38'14" WEST, A DISTANCE OF 69.53 FEET; THENCE NORTH 51°21'46" EAST, A DISTANCE OF 21.95 FEET; THENCE NORTH 09°18'34" EAST, A DISTANCE OF 142.22 FEET TO THE NON-RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 270.72 FEET AND A TANGENT BEARING OF SOUTH 53°31'35" EAST AT SAID INTERSECTION; THENCE NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°04'14", A DISTANCE OF 232.61 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°37'49" WEST, A DISTANCE OF 135.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 253.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°29'59", A DISTANCE OF 364.97 FEET TO THE POINT OF TANGENCY; THENCE NORTH 03°07'50" WEST, A DISTANCE OF 422.36 FEET; THENCE SOUTH 89°37'49" EAST ALONG THE SOUTH LINE OF SAID PALM BEACH POLO EQUESTRIAN CLUB PLAT No. 3, A DISTANCE OF 444.57 FEET; THENCE SOUTH 48°10'00" EAST, A DISTANCE OF 701.94 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A" (page 3 of 4)

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

DESCRIPTION

TRACT E OF PALM BEACH POLO EQUESTRIAN CLUB PLAT NO. 3 OF WELLINGTON COUNTRYPLACE, P.U.D., AS RECORDED IN PLAT BOOK 61 PAGES 114 AND 115 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND IN SECTION 20, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.

BEGINNING AT THE SOUTHEAST CORNER OF TRACT E AS SHOWN ON PALM BEACH POLO EQUESTRIAN CLUB PLAT NO. 3 OF WELLINGTON COUNTRYPLACE, P.U.D., AS RECORDED IN PLAT BOOK 61 PAGES 114 AND 115 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 00°51'46" WEST ALONG THE WEST RIGHT OF WAY LINE OF EQUESTRIAN CLUB ROAD AS SHOWN ON EQUESTRIAN CLUB ESTATES - PLAT NO. 1 OF PALM BEACH POLO AND COUNTRY CLUB, WELLINGTON COUNTRYPLACE - P.U.D., AS RECORDED IN PLAT BOOK , PAGE THROUGH OF SAID PUBLIC RECORDS, A DISTANCE OF 134.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 600.0 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 24°30'02", A DISTANCE OF 256.57 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 25°21'48" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 90.16 FEET; THENCE NORTH 48°10'00" WEST ALONG THE BOUNDARY OF EQUESTRIAN CLUB ESTATES - PLAT NO. 2 OF PALM BEACH POLO AND COUNTRY CLUB, WELLINGTON COUNTRYPLACE - P.U.D., AS RECORDED IN PLAT BOOK , PAGE THROUGH OF SAID PUBLIC RECORDS, A DISTANCE OF 701.94 FEET; THENCE SOUTH 89°37'49" EAST ALONG THE SOUTH BOUNDARY OF SAID PALM BEACH POLO EQUESTRIAN CLUB PLAT NO. 3, A DISTANCE OF 621.44 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A" (page 4 of 4)

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

Name

Address

Property Appraisers Parcel Identification (Folio) Number(s):

Prepared by and return to:
Jordan R. Miller ✓
Perry, Shapiro & Miller, P.A.
400 Australian Avenue, South
Suite 300
West Palm Beach, FL 33401
(407) 833-4404.

FIRST AMENDMENT TO DECLARATION OF MASTER COVENANTS,
CONDITIONS AND RESTRICTIONS FOR EQUESTRIAN CLUB ESTATES

WHEREAS, the Declaration of Master Covenants, Conditions and Restrictions for Equestrian Club Estates ("the Declaration") was recorded in the public records of Palm Beach County, Florida at Official Records Book 6337, Page 83; and

WHEREAS, the undersigned Declarant, as defined under the Declaration, reserved the right pursuant to Article II, Section 2 thereof to amend the Declaration as it, in its sole discretion, deems appropriate; and

WHEREAS, Declarant deems it appropriate to amend the description of the Equestrian Club Facilities, as defined in the Declaration.

NOW, THEREFORE, comes the Declarant, in consideration of the premises, and declares as follows:

1. Exhibit "D" to the Declaration recorded at Official Records Book 6337, Page 138 of the public records of Palm Beach County, Florida is hereby deleted and the legal description attached hereto shall henceforth replace and comprise Exhibit "D", which constitutes the Equestrian Club Facilities as defined in the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 2nd day of March, 1990.

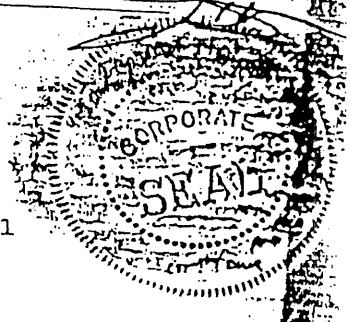
DECLARANT:

EQUESTRIAN GROUP, LTD., a Florida limited partnership

BY: UNIQUE DEVELOPMENT CONCEPTS, INC. AT PALM BEACH POLO AND COUNTRY CLUB, a Florida corporation

BY: Suzanne M. E.
Its President

Suzanne H. Poore



STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

Before me personally appeared LAWRENCE N. THRONEBURG III to me well known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to and before me that he executed such instrument and that said instrument is his free act and deed.

WITNESS my hand and official seal, this 2nd day of March, 1990.

Susanne H. Poore
Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JULY 19, 1993
BONDED THRU GENERAL INS. UND.

(Notarial Seal)



DESCRIPTION

A PARCEL OF LAND WITHIN TRACT "E" OF PALM BEACH POLO EQUESTRIAN CLUB PLAT NO. 3 OF WELLINGTON COUNTRY PLACE, P.U.D., AS RECORDED IN PLAT BOOK 61 PAGES 114 AND 115 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND IN SECTION 20, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT "E", AS SHOWN ON PALM BEACH POLO EQUESTRIAN CLUB PLAT NO. 3 OF WELLINGTON COUNTRYPLACE, P.U.D., AS RECORDED IN PLAT BOOK 61 PAGES 114 AND 115 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH $00^{\circ}51'46''$ WEST ALONG THE WEST RIGHT OF WAY LINE OF EQUESTRIAN CLUB ROAD AS SHOWN ON SAID PALM BEACH POLO EQUESTRIAN CLUB PLAT NO. 3 OF WELLINGTON COUNTRYPLACE, P.U.D., A DISTANCE OF 40.0 FEET; THENCE NORTH $89^{\circ}37'49''$ WEST ALONG A LINE 40.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT "E", A DISTANCE OF 33.56 FEET; THENCE SOUTH $45^{\circ}22'11''$ WEST ALONG A LINE 147.0 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID TRACT "E", A DISTANCE OF 120.21 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID TRACT "E"; THENCE CONTINUE SOUTH $45^{\circ}22'11''$ WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 10.07 FEET; THENCE NORTH $44^{\circ}37'49''$ WEST, A DISTANCE OF 10.07 FEET TO THE INTERSECTION WITH SAID SOUTH LINE OF TRACT "E"; THENCE CONTINUE NORTH $44^{\circ}37'49''$ WEST, A DISTANCE OF 9.43 FEET; THENCE SOUTH $45^{\circ}22'11''$ WEST ALONG A LINE 127.50 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID TRACT "E", A DISTANCE OF 9.43 FEET TO THE INTERSECTION WITH SAID SOUTH LINE OF TRACT "E"; THENCE CONTINUE SOUTH $45^{\circ}22'11''$ WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 48.93 FEET; THENCE SOUTH $58^{\circ}36'24''$ EAST, A DISTANCE OF 17.01 FEET; THENCE SOUTH $16^{\circ}10'43''$ WEST, A DISTANCE OF 78.35 FEET TO THE NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 45.0 FEET AND A TANGENT BEARING OF NORTH $32^{\circ}23'15''$ WEST AT SAID INTERSECTION; THENCE SOUTHERLY, WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $245^{\circ}56'41''$, A DISTANCE OF 193.16 FEET TO A NON-TANGENT INTERSECTION; THENCE NORTH $16^{\circ}10'43''$ EAST, A DISTANCE OF 85.15 FEET; THENCE NORTH $44^{\circ}37'49''$ WEST, A DISTANCE OF 21.95 FEET TO THE INTERSECTION WITH SAID SOUTH LINE OF TRACT "E"; THENCE CONTINUE NORTH $44^{\circ}37'49''$ WEST, A DISTANCE OF 52.45 FEET; THENCE NORTH $45^{\circ}22'11''$ EAST ALONG THE WESTERLY LINE OF SAID TRACT "E", A DISTANCE OF 124.31 FEET; THENCE SOUTH $89^{\circ}37'49''$ EAST ALONG THE NORTH LINE OF SAID TRACT "E", A DISTANCE OF 201.79 FEET TO THE POINT OF BEGINNING.

CONTAINING: 38,855.52 SQ.FT. OR 0.892 ACRES MORE OR LESS.

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

DESCRIPTION

TRACT "E" OF PALM BEACH POLO EQUESTRIAN CLUB PLAT NO. 3 OF WELLINGTON COUNTRYPLACE, P.U.D., AS RECORDED IN PLAT BOOK 61 PAGES 114 AND 115 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND IN SECTION 20, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT "E", AS SHOWN ON PALM BEACH POLO EQUESTRIAN CLUB PLAT NO. 3 OF WELLINGTON COUNTRYPLACE, P.U.D., AS RECORDED IN PLAT BOOK 61 PAGES 114 AND 115 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH $00^{\circ}51'46''$ WEST ALONG THE WEST RIGHT OF WAY LINE OF EQUESTRIAN CLUB ROAD AS SHOWN ON EQUESTRIAN CLUB ESTATES - PLAT NO. 1 OF PALM BEACH POLO AND COUNTRY CLUB, WELLINGTON COUNTRYPLACE - P.U.D., AS RECORDED IN PLAT BOOK 64, PAGES 187 THROUGH 189 OF SAID PUBLIC RECORDS, A DISTANCE OF 134.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 600.0 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF $16^{\circ}21'59''$, A DISTANCE OF 171.39 FEET; THENCE NORTH $85^{\circ}01'09''$ WEST, A DISTANCE OF 152.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 56.0 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $76^{\circ}44'53''$, A DISTANCE OF 75.01 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 60.0 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $39^{\circ}53'44''$, A DISTANCE OF 41.78 FEET TO THE POINT OF TANGENCY; THENCE NORTH $48^{\circ}10'00''$ WEST, A DISTANCE OF 89.85 FEET; THENCE NORTH $25^{\circ}37'49''$ WEST, A DISTANCE OF 118.0 FEET; THENCE NORTH $45^{\circ}22'11''$ EAST, A DISTANCE OF 60.0 FEET; THENCE SOUTH $89^{\circ}37'49''$ EAST ALONG THE SOUTH LINE OF SAID TRACT "E", A DISTANCE OF 325.72 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED PARCEL;

BEGINNING AT THE NORTHEAST CORNER OF TRACT "E", AS SHOWN ON PALM BEACH POLO EQUESTRIAN CLUB PLAT NO. 3 OF WELLINGTON COUNTRYPLACE, P.U.D., AS RECORDED IN PLAT BOOK 61 PAGES 114 AND 115 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH $00^{\circ}51'46''$ WEST ALONG THE WEST RIGHT OF WAY LINE OF EQUESTRIAN CLUB ROAD AS SHOWN ON SAID PALM BEACH POLO EQUESTRIAN CLUB PLAT NO. 3 OF WELLINGTON COUNTRYPLACE, P.U.D., A DISTANCE OF 40.0 FEET; THENCE NORTH $89^{\circ}37'49''$ WEST ALONG A LINE 40.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT "E", A DISTANCE OF 33.56 FEET; THENCE SOUTH $45^{\circ}22'11''$ WEST ALONG A LINE 147.0 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID TRACT "E", A DISTANCE OF 120.21 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID TRACT "E"; THENCE CONTINUE SOUTH $45^{\circ}22'11''$ WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 10.07 FEET; THENCE NORTH $44^{\circ}37'49''$ WEST, A DISTANCE OF 10.07 FEET TO THE INTERSECTION WITH SAID SOUTH LINE OF TRACT "E"; THENCE CONTINUE NORTH $44^{\circ}37'49''$ WEST, A DISTANCE OF 9.43 FEET;

SHEET 1 OF 3
88063AN-2
2-14-90

2560 RCA Boulevard, Suite 105 • Palm Beach Gardens, Florida 33410 • (407) 627-5200
Fax (407) 627-0983

THENCE SOUTH 45°22'11" WEST ALONG A LINE 127.50 FEET
SOUTHEASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID
TRACT "E", A DISTANCE OF 9.43 FEET TO THE INTERSECTION WITH
SAID SOUTH LINE OF TRACT "E"; THENCE CONTINUE
SOUTH 45°22'11" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF
48.93 FEET; THENCE SOUTH 58°36'24" EAST, A DISTANCE OF
17.01 FEET; THENCE SOUTH 16°10'43" WEST, A DISTANCE OF
78.35 FEET TO THE NON-TANGENT INTERSECTION WITH A CURVE
CONCAVE TO THE NORTHEAST WITH A RADIUS OF 45.0 FEET AND A
TANGENT BEARING OF NORTH 32°23'15" WEST AT SAID INTERSECTION;
THENCE SOUTHERLY, WESTERLY AND NORTHERLY ALONG THE ARC OF SAID
CURVE THROUGH A CENTRAL ANGLE OF 245°56'41", A DISTANCE OF
193.16 FEET TO A NON-TANGENT INTERSECTION; THENCE
NORTH 16°10'43" EAST, A DISTANCE OF 85.15 FEET; THENCE
NORTH 44°37'49" WEST, A DISTANCE OF 21.95 FEET TO THE
INTERSECTION WITH SAID SOUTH LINE OF TRACT "E"; THENCE
CONTINUE NORTH 44°37'49" WEST, A DISTANCE OF 52.45 FEET;
THENCE NORTH 45°22'11" EAST ALONG THE WESTERLY LINE OF SAID
TRACT "E", A DISTANCE OF 124.31 FEET; THENCE
SOUTH 89°37'49" EAST ALONG THE NORTH LINE OF SAID TRACT "E", A
DISTANCE OF 201.79 FEET TO THE POINT OF BEGINNING.

CONTAINING: 80,193.96 SQ. FT. OR 1.841 ACRES MORE OR LESS.

SHEET 2 OF 3
88063AN-2
2-14-90

2560 RCA Boulevard, Suite 105 • Palm Beach Gardens, Florida 33410 • (407) 627-5200
Fax (407) 627-0983

P. 09

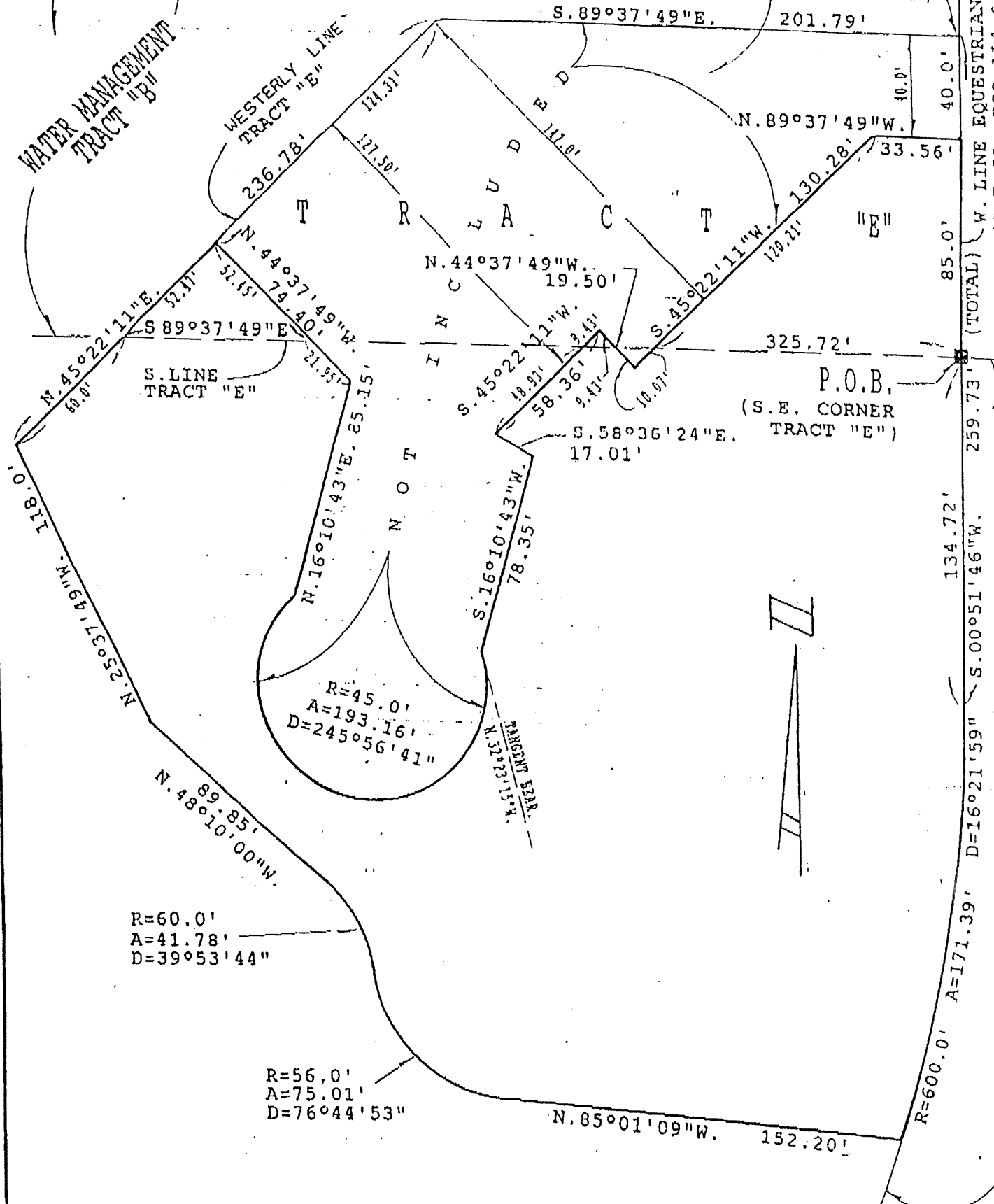
SEP-13-90 THU 16:00 LAW OFFICE

WATER MANAGEMENT TRACT "B"
 WESTERLY LINE TRACT "E"
 T R A C T
 I N C
 N O T
 T R A C T "E"
 T R A C T "E"
 S. LINE TRACT "E"

WATER MANAGEMENT TRACT "B"
 WESTERLY LINE TRACT "E"
 T R A C T
 I N C
 N O T
 T R A C T "E"
 T R A C T "E"
 S. LINE TRACT "E"

P.O.B. NOT INCLUDED PARCEL (N.E. CORNER TRACT "E")
 201.79'

W. LINE EQUESTRIAN CLUB R



LEGEND

- CL = CENTERLINE
- P.O.B. = POINT OF BEGINNING
- R = RADIUS
- D = DELTA (CENTRAL ANGLE)
- A = ARC LENGTH
- R/W = RIGHT OF WAY

SCALE: 1" = 50'	NICK MILLER, INC. Land Surveying	DRAWN BY:
DATE: 2-14-90	Planning & Development Consultants	CHK
SKETCH TO ACCOMPANY DESCRIPTION PREPARED FOR: EQUESTRIAN GROUP, LTD.		
NOT A SURVEY		SHEET 3 OF
2560 RCA Blvd. • Suite 105 Palm Beach Gardens, Florida 33410 (407) 627-5200		DRAWING NUMBER 88063AN

DESCRIPTION

A PARCEL OF LAND WITHIN TRACT "E" OF PALM BEACH POLO EQUESTRIAN CLUB PLAT NO. 3 OF WELLINGTON COUNTRY PLACE, P.U.D., AS RECORDED IN PLAT BOOK 61 PAGES 114 AND 115 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND IN SECTION 20, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT "E", AS SHOWN ON PALM BEACH POLO EQUESTRIAN CLUB PLAT NO. 3 OF WELLINGTON COUNTRYPLACE, P.U.D., AS RECORDED IN PLAT BOOK 61 PAGES 114 AND 115 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 00°51'46" WEST ALONG THE WEST RIGHT OF WAY LINE OF EQUESTRIAN CLUB ROAD AS SHOWN ON SAID PALM BEACH POLO EQUESTRIAN CLUB PLAT NO. 3 OF WELLINGTON COUNTRYPLACE, P.U.D., A DISTANCE OF 40.0 FEET; THENCE NORTH 89°37'49" WEST ALONG A LINE 40.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT "E", A DISTANCE OF 33.56 FEET; THENCE SOUTH 45°22'11" WEST ALONG A LINE 147.0 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID TRACT "E", A DISTANCE OF 120.21 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID TRACT "E"; THENCE CONTINUE SOUTH 45°22'11" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 10.07 FEET; THENCE NORTH 44°37'49" WEST, A DISTANCE OF 10.07 FEET TO THE INTERSECTION WITH SAID SOUTH LINE OF TRACT "E"; THENCE CONTINUE NORTH 44°37'49" WEST, A DISTANCE OF 9.43 FEET; THENCE SOUTH 45°22'11" WEST ALONG A LINE 127.50 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID TRACT "E", A DISTANCE OF 9.43 FEET TO THE INTERSECTION WITH SAID SOUTH LINE OF TRACT "E"; THENCE CONTINUE SOUTH 45°22'11" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 48.93 FEET; THENCE SOUTH 58°36'24" EAST, A DISTANCE OF 17.01 FEET; THENCE SOUTH 16°10'43" WEST, A DISTANCE OF 78.35 FEET TO THE NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 45.0 FEET AND A TANGENT BEARING OF NORTH 32°23'15" WEST AT SAID INTERSECTION; THENCE SOUTHERLY, WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 245°56'41", A DISTANCE OF 193.16 FEET TO A NON-TANGENT INTERSECTION; THENCE NORTH 16°10'43" EAST, A DISTANCE OF 85.15 FEET; THENCE NORTH 44°37'49" WEST, A DISTANCE OF 21.95 FEET TO THE INTERSECTION WITH SAID SOUTH LINE OF TRACT "E"; THENCE CONTINUE NORTH 44°37'49" WEST, A DISTANCE OF 52.45 FEET; THENCE NORTH 45°22'11" EAST ALONG THE WESTERLY LINE OF SAID TRACT "E", A DISTANCE OF 124.31 FEET; THENCE SOUTH 89°37'49" EAST ALONG THE NORTH LINE OF SAID TRACT "E", A DISTANCE OF 201.79 FEET TO THE POINT OF BEGINNING.

CONTAINING: 38,855.52 SQ.FT. OR 0.892 ACRES MORE OR LESS.

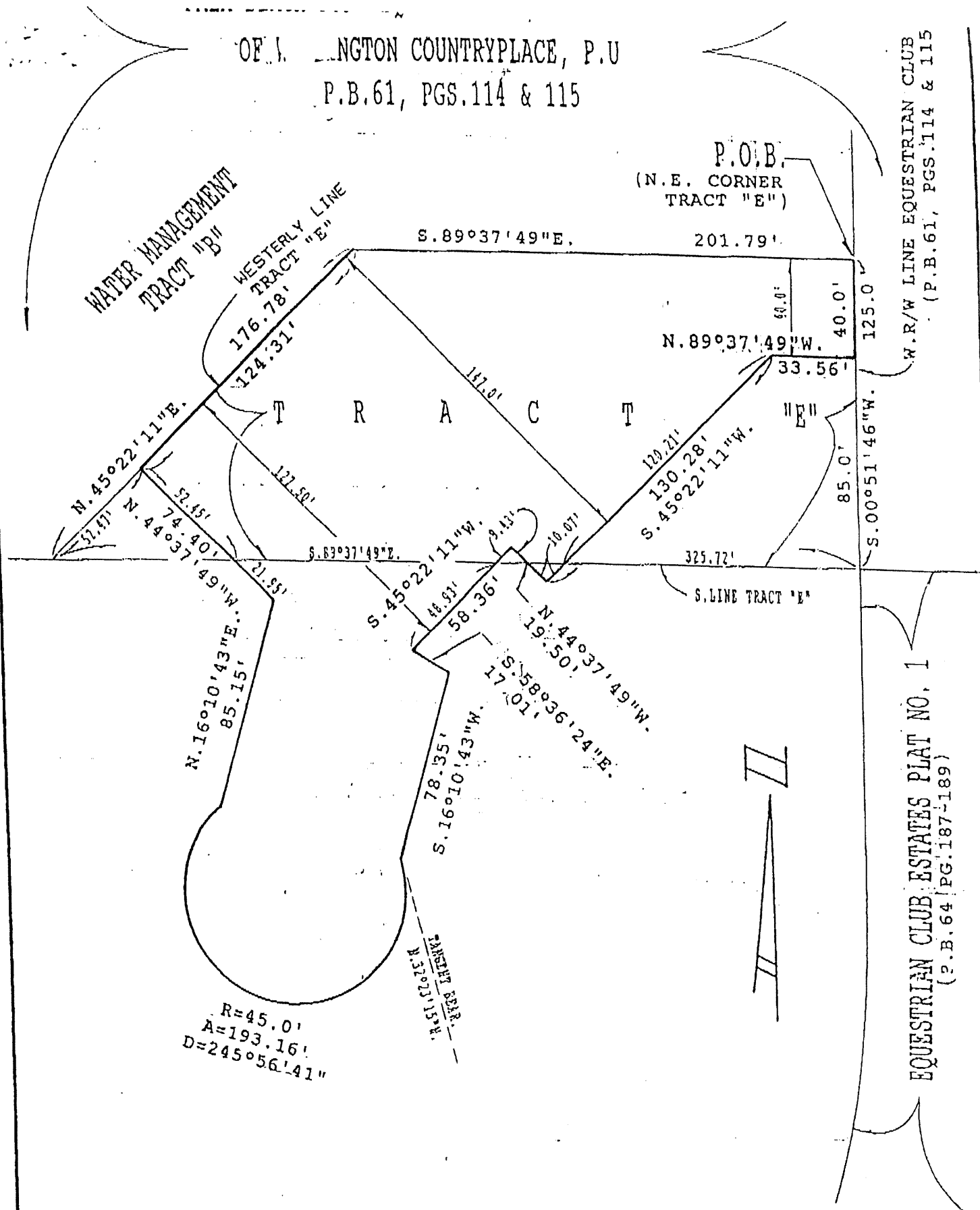
SHEET 1 OF 2
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Fax (407) 627-0983

P. B. S.

SEP-13-90 THU 15:58 LAM OFFICE

OF NGTON COUNTRYPLACE, P.U
P.B.61, PGS.114 & 115



LEGEND

- C = CENTERLINE
- P.O.B. = POINT OF BEGINNING
- R = RADIUS
- D = DELTA (CENTRAL ANGLE)
- A = ARC LENGTH
- R/W = RIGHT OF WAY

SCALE: 1" = 50'	NICK MILLER, INC. <i>Land Surveying</i> <i>Planning & Development Consultants</i>	DRAWN BY:
DATE: 2-14-90		CHK
SKETCH TO ACCOMPANY DESCRIPTION PREPARED FOR: <p style="text-align: center;">EQUESTRIAN GROUP, LTD.</p>		
NOT A SURVEY		SHEET 2 OF 2
2560 RCA Blvd. • Suite 105 Palm Beach Gardens, Florida 33410 (407) 627-5200		DRAWING NUMBER 88063AN-

This Instrument was prepared by
and should be returned to:
WILL CALL #69
Charles A. Lubitz, Esquire/amz
Boose Casey Ciklin Lubitz
Martens McBane & O'Connell
515 North Flagler Drive
Suite 1900
West Palm Beach, Florida 33401

AMENDMENT TO DECLARATION OF MASTER COVENANTS,
CONDITIONS AND RESTRICTIONS FOR EQUESTRIAN CLUB ESTATES

THIS AMENDMENT, made this 4th day of April, 1990, by Equestrian
Group Ltd., its successors and assigns, hereinafter called
"Declarant".

W I T N E S S E T H:

Whereas Declarant has subjected the properties described on
Exhibit "A" annexed hereto to a certain Declaration of Master
Covenants, Conditions and Restrictions for Equestrian Club Estates
(the "Covenants"), dated January 26, 1990, and recorded in the
Official Records of the Circuit Court of Palm Beach County in O.R.
Book 6337 commencing at Page 83, and

Whereas pursuant to Section 2, Article II of the Covenants,
the Declarant has the right, prior to the Turnover Date (as such
term is defined in the Covenants) to amend the same, and

Whereas the Turnover Date has not as yet occurred and the
Declarant desires to amend the Covenants in a certain respect:

NOW, THEREFORE, the Declarant hereby amends the Covenants by
deleting therefrom Section 4.1 in its entirety and inserting in
its place and stead the following:

"Section 4.1. Additional Exemptions. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Property and Restricted Common Property; (c) such other properties as the Board may, from time to time, determine, provided, however, that such exemption shall not extend for a period of time in excess of 3 years from the date such exemption shall have been granted."

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder and under the Covenants, has hereunto set its hand and seal the day and year first above written.

DECLARANT:

EQUESTRIAN GROUP, LTD., a Florida limited partnership

Ann Marie Ziter
Ann Marie Ziter
Notary Public

BY: UNIQUE DEVELOPMENT CONCEPTS, INC. AT PALM BEACH POLO AND COUNTRY CLUB, a Florida corporation

BY: *Lawrence M. Throneburg, III*
Lawrence M. Throneburg, III
its President



STATE OF FLORIDA)
)SS:
COUNTY OF PALM BEACH)

Before me personally appeared Lawrence M. Throneburg, III to me well known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to and before me that he executed such instrument and that said instrument is his free act and deed.

WITNESS my hand and official seal, this 4th day of April, 1990.

Ann Marie Ziter
NOTARY PUBLIC

MY COMMISSION EXPIRES:

(NOTARIAL SEAL)

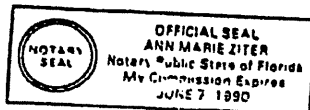


EXHIBIT "A"

All of The Plat of Equestrian Club Estates - Plat No. 2 of Palm Beach Polo and Country Club Wellington Countryplace - P.U.D., according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 64, Pages 190 through 192.

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

Prepared by and to:
Jordan R. Mille.
Perry, Shapiro & Miller, P.A.
400 Australian Avenue, South
Suite 300
West Palm Beach, FL 33401
(407) 833-4404

SECOND AMENDMENT TO DECLARATION OF MASTER COVENANTS,
CONDITIONS AND RESTRICTIONS FOR EQUESTRIAN CLUB ESTATES

WHEREAS, the Declaration of Master Covenants, Conditions and Restrictions for Equestrian Club Estates ("the Declaration") was recorded in the public records of Palm Beach County, Florida at Official Records Book 6337, Page 83; and

WHEREAS, the undersigned Declarant, as defined under the Declaration, reserved the right pursuant to Article II, Section 2 thereof to amend the Declaration as it, in its sole discretion, deems appropriate; and

WHEREAS, Declarant deems it appropriate to amend certain provisions of Article VII, Covenant for Assessments, as described below.

NOW, THEREFORE, comes the Declarant, in consideration of the premises, and declares as follows:

1. Article VII, Section 6 of the Declaration is hereby deleted in its entirety and the following provisions shall henceforth replace and comprise said Section 6:

Section 6. Assessment Allocation. Except as provided in this Section 6 and elsewhere in this Declaration, charges for assessments pursuant to Section 1 of Article VII herein shall be allocated as follows:

(a) Each Lot shall pay its pro-rata share of the assessments based upon a fraction, the numerator of which is one (1) and the denominator of which is two hundred one (201). The Equestrian Club Facilities and all other real property within the Properties owned by Declarant, except for a Lot upon which a Unit may be constructed, shall constitute one Lot for purposes of the assessment allocation described above and shall be assessed a pro-rata share based on the aforementioned fraction, provided ~~that all sums payable by Declarant hereunder are subject to the~~ provisions of Sections 4 and 4.1 of Article VII of this Declaration.

(b) In the event that the Declarant determines that the Properties subject to this Declaration will contain more or less than the two hundred one (201) Lots, it shall record a certificate to that effect and the allocation of assessments shall be based upon the number of Lots to be included in the Project.

Notwithstanding anything to the contrary contained in this Declaration, the Board of Directors shall have the right to assess Lots within the Association unequally as follows:

The Board of Directors shall determine, in its sole discretion, that certain Lots within the Association benefit from the use of Common Property or Restricted Common Property (the "Benefited Lots"), to the exclusion of other Lots within the Association (the "Unbenefited Lots"), or in a disproportionate manner. Upon such determination by the Board of Directors, the Benefited Lots and Unbenefited Lots shall thereafter be assessed for their respective shares of the costs of maintenance, repair, replacement, operation and management of said Common Property or Restricted Common Property in accordance with such determination by the Board of Directors, which shall not be appealable.

(c) In the event the actual cost of operation for a budget period is more or less than the budget approved for that period, then the difference shall, at the election of the Board: (i) be added or subtracted, as the case may be, to the calculation for the next ensuing year; (ii) be categorized as a surplus or used to fund a reserve account; or (iii) be immediately collected from the appropriate Owners by assessment.

(d) The Board shall have the unequivocal right to assess any assessments which could have been made pursuant to this Declaration retroactively, which assessment shall be deemed to relate back to the date that such assessment could have been made.

2. Article VII, Section 8 of the Declaration is deleted in its entirety and the following provisions shall henceforth replace and comprise said Section 8:

Section 8. Initial Working Capital. Declarant may, but is not obligated to, establish a working capital fund for the initial months of operation of the Association. Declarant may collect from each Owner at the time of conveyance of each Lot an amount equal to one-quarter of the annual assessment for each Lot. ~~Each Lot's share of the working capital fund which is collected shall be transferred to the Association at the time of closing of the sale of each Lot and used for the benefit of the Association.~~ The purpose of this fund is to assure that the Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

3. The following provisions are hereby added to Article VII of the Declaration:

Section 14. Acceleration. In the event of a default in the payment of any assessment, the Association may accelerate the assessments then due for up to the next ensuing twelve (12) month period.

Section 15. Collection by Declarant. If for any reason the Association shall fail or be unable to levy or collect assessments, then in that event, Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and (ii) to levy and collect such assessments by using the remedies available as set forth above (including, but not limited to, recovery of attorneys' fees).

Section 16. Rights to Pay Assessments and Receive Reimbursement. Association, Declarant and any mortgagee of a Lot shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any of the assessments or other charges which are in default and which may or have become a lien or charge against any Lot. Further, Declarant shall have the right, but not the obligation, at its sole option, to pay insurance premiums or fidelity bond premiums or other required items of operating costs on behalf of the Association when the same are overdue and when lapses in policies or services may occur. Declarant shall be entitled to immediate reimbursement from the Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus 2%, plus any costs of collection including, but not limited to, reasonable attorneys' fees.

4. The remaining provisions of the Declaration, as previously amended, not directly altered by the above provisions shall remain in full force and effect, their operation unaltered and unaffected by this Second Amendment to the Declaration.

IN WITNESS WHEREOF, the undersigned being the Declarant hereunder has hereunto set its hand and seal this 10th day of January, 1991.

DECLARANT:

EQUESTRIAN GROUP, LTD., a Florida limited partnership

Susanne H. Poore

By: UNIQUE DEVELOPMENT CONCEPTS, INC. AT PALM BEACH POLO AND COUNTRY CLUB, a Florida corporation

Karen J. [Signature]

By: [Signature]
Its President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me personally appeared Lawrence Throneburg, III to me well known and known to me to be the individual described in and who executed the foregoing instrument as President of Unique Development Concepts, Inc. at Palm Beach Polo and Country Club, a Florida corporation, the General Partner in Equestrian Group, Ltd., a Florida limited partnership and he acknowledged to and before me that he executed said instrument as such officer of said corporation, on behalf of said limited partnership and that the seal affixed hereto by due and regular corporate authority, and that said instrument is the free act and deed of said corporation as General Partner in said limited partnership.

WITNESS my hand and official seal this 10th day of January, 1991.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 19, 1993
BONDED THRU GENERAL INS. UND.

Susanne H. Poore
NOTARY PUBLIC
My commission expires:



ACKNOWLEDGEMENT OF ASSOCIATION

Equestrian Club Estates Property Owners Association, Inc. "the Association" as defined in the Declaration of Master Covenants, Conditions and Restriction for Equestrian Club Estates ("the Declaration"), hereby acknowledges and consents to the foregoing Second Amendment to the Declaration, and ratifies the First Amendment to the Declaration recorded on March 5, 1990 at Official Record Book 6375, Page 646 of the Public Records of Palm Beach County, Florida, and the dedications to it pursuant to Equestrian Club Estates - Plat Nos. 1, 2, 3, and 4 of Palm Beach Polo and Country Club, Wellington Countryplace P.U.D. recorded as follows in the Public Records of Palm Beach County, Florida:

- Plat No. 1 Plat Book 64, Pages 187-189
- Plat No. 2 Plat Book 64, Pages 190-192

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal the 9th day of January, 1991.

Suzanne H. Poore

Karen F. Donblison

EQUESTRIAN CLUB ESTATES
PROPERTY OWNERS ASSOCIATION,
INC.

By: Denis G. Quinlan

DENIS G. QUINLAN
Its President
"Association"

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me personally appeared Denis G. Quinlan to me well known and known to me to be the individual described in and who executed the foregoing instrument as President of Equestrian Club Estates Property Owners Association, Inc. and he acknowledged to and before me that he executed said instrument as such officer and on behalf of said corporation and that the seal affixed hereto is the corporate seal of said corporation and that it was affixed hereto by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

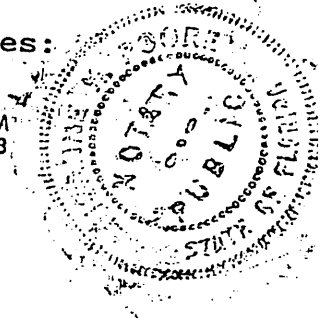
WITNESS my hand and official seal this 9th day of January, 1991.

Suzanne H. Poore

NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JULY 19, 1993
BONDED THRU GENERAL INS. UND.



CERTIFICATE OF AMENDMENT TO DECLARATION
OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EQUESTRIAN CLUB ESTATES

This CERTIFICATE OF AMENDMENT TO DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS FOR EQUESTRIAN CLUB ESTATES (the "Declaration") is made this 4th day of APRIL, 1994 by THE BOARD OF DIRECTORS OF EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC.

WITNESSETH:

WHEREAS, the Declaration was recorded on January 20, 1990 in Official Records Book 6337, page 83 of the public records of Palm Beach County, Florida; and

WHEREAS, the Declaration was subsequently amended by instruments recorded on the following dates at the following official record books and pages:

March 5, 1990	ORB 6375, pg. 646
April 5, 1990	ORB 6410, pg. 371
March 14, 1991	ORB 6756, pg. 865

All recordings being in the public records of Palm Beach County, Florida; and

WHEREAS, pursuant to Article II, Section 2 of the Declaration, the Declaration may be amended upon the execution and recording of an instrument executed by Owners who are entitled to vote 75% of all votes in the Association; and

WHEREAS, the requisite number of Owners have executed an instrument approving the Amendment attached hereto as Exhibit "A" to the Certificate ("Amendment").

NOW THEREFORE, the Declaration is hereby amended as set forth on Exhibit "A" attached hereto. The Amendment shall run with the land known as Equestrian Club Estates, and shall be binding on all parties having any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall enure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the Board of Directors has caused the execution of this Certificate of Amendment this 4th day of APRIL, 1994.

EQUESTRIAN CLUB ESTATES PROPERTY
OWNERS ASSOCIATION, INC., a
Florida not-for-profit corporation

By:


GLENN BLACKWOOD, PRESIDENT

(SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss

The foregoing instrument was acknowledged before me this 4th day of April, 1994, by GLENN BLACKWOOD, President of EQUESTRIAN CLUB ESTATE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification and did/did not take an oath.

Rebecca Goodman
NOTARY PUBLIC
PRINT/STAMP/TYPE NAME:
COMMISSION EXPIRES:
COMMISSION NUMBER:

This instrument Prepared by:
Steven L. Daniels, Esq.
SACHS & SAX, P.A.
Post Office Box 810037
Boca Raton, Florida 33481-0037



REBECCA GOODMAN
My Commission CC269280
Expires Mar 19, 1997
Bonded By HAI
800-422 1555

EXHIBIT "A"

1. Article VII, Section 6(a) of the Declaration is amended as follows:

Section 6. Assessment Allocation. Except as provided in this Section 6 and elsewhere in this Declaration, charges for assessments pursuant to Section 1 of Article VII herein shall be allocated as follows:

(a) Each Lot shall pay its pro-rata share of the assessments based upon a fraction, the numerator of which is one (1) and the denominator of which is ~~two~~ one hundred ~~one~~ (201) (100). The Equestrian Club Facilities and all other real property within the Properties owned by Declarant, except for a Lot upon which a Unit may be constructed, shall constitute one Lot for purposes of the assessment allocation described above and shall be assessed a pro-rata share based on the aforementioned fraction, provided that all sums payable by Declarant hereunder are subject to the provisions of Sections 4 and 4.1 of Article VII of this Declaration.

~~(b) In the event the Declarant determines that the Properties subject to this Declaration will contain more or less than the two hundred one (201) Lots, it shall record a certificate to that effect and the allocation of assessments shall be based upon the number of Lots to be included in the Project.~~

This instrument prepared by
and should be returned to:
Steven L. Daniels, Esquire
SACHS & SAX, P.A.
Post Office Box 810037
Boca Raton, Florida 33481-0037

CERTIFICATE OF AMENDMENT TO DECLARATION
OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EQUESTRIAN CLUB ESTATES

RECORDED

This CERTIFICATE OF AMENDMENT TO DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS FOR EQUESTRIAN CLUB ESTATES (the "Declaration") is made this 18TH day of AUGUST, 1995 by THE BOARD OF DIRECTORS OF EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC.

WITNESSETH:

WHEREAS, the Declaration was recorded on January 20, 1990 in Official Records Book 6337, page 83 of the public records of Palm Beach County, Florida; and

WHEREAS, the Declaration was subsequently amended by instruments recorded on the following dates at the following official record books and pages:

March 5, 1990	ORB 6375, pg. 646
April 5, 1990	ORB 6410, pg. 371
March 14, 1991	ORB 6756, pg. 865
April 8, 1994	ORB 8208, pg. 319

All recordings being in the public records of Palm Beach County, Florida; and

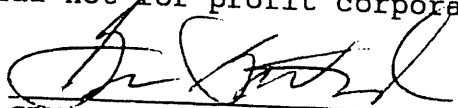
WHEREAS, pursuant to Article II, Section 2 of the Declaration, the Declaration may be amended upon the execution and recording of an instrument executed by Owners who are entitled to vote 75% of all votes in the Association; and

WHEREAS, the requisite number of Owners have executed an instrument approving the Amendment attached hereto as Exhibit "A" to the Certificate ("Amendment").

NOW THEREFORE, the Declaration is hereby amended as set forth on Exhibit "A" attached hereto. The Amendment shall run with the land known as Equestrian Club Estates, and shall be binding on all parties having any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall enure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the Board of Directors has caused the execution of this Certificate of Amendment this 18TH day of AUGUST, 1995.

EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: 
GLENN BLACKWOOD, PRESIDENT

(SEAL)

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 18TH day of AUGUST, 1995, by GLENN BLACKWOOD, President of EQUESTRIAN CLUB ESTATE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. He is personally known to me or has produced no as identification and did/did not take an oath.

Cheryl Lee Hoste

NOTARY PUBLIC
PRINT/STAMP/TYPE NAME:
COMMISSION EXPIRES:
COMMISSION NUMBER:



CHERYL LEE HOSTE
MY COMMISSION # CC 186330 EXPIRES
April 26, 1996
BONDED THRU TROY FAIR INSURANCE, INC.

EXHIBIT "A"

PROPOSED AMENDMENT
TO THE
DECLARATION OF MASTER COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
EQUESTRIAN CLUB ESTATES*

1. Article IV, FUNCTIONS OF THE ASSOCIATION, shall be, and it hereby is, amended as follows:

Section 12. Notwithstanding anything in this Article IV to the contrary, the Association shall not be responsible for the maintenance of the property described on Exhibit "1" to this Amendment. Such maintenance responsibility shall be the obligation of the Owner of the Equestrian Club Facilities. The Association shall, however, retain the right to require the property described on Exhibit "1" to this Amendment, to be maintained by the Owner of the Equestrian Club Facilities, and to the extent that such maintenance falls below a level reasonably acceptable to the Association, the Association may, after reasonable notice to the Owner of the Equestrian Club Facilities to maintain the Property on Exhibit "1", maintain such property and assess the cost of such maintenance to the Owner of the Equestrian Club Facilities.

2. Article V, PROPERTY RIGHTS, Section 1, shall be, and it hereby is, amended as follows:

(g) The right of the Association to transfer title in the property described on Exhibit "1" to this Amendment, to the Owner of the "Equestrian Club Facilities". Upon such transfer, the Property described on Exhibit "1" shall no longer be "Common Area".

3. Article VI, MEMBERSHIP AND VOTING RIGHTS, Section 2, shall be, and it hereby is, amended as follows:

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. The Class A members shall be all owners, with the exception of the Declarant. The Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. A declaration executed by all interest holders in a Lot designating the person entitled to exercise such vote shall be filed with the Association and may be changed from time to time by an amendment thereto executed by all such interest holders. In the absence of such declaration there shall be no vote for such Lot.

~~Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three hundred (300) votes. The Class B membership shall cease on the Turnover Date.~~

Notwithstanding anything to the contrary within this Article VI, Section 2, the Owner of the Equestrian Club Facilities shall be

*The new language is in **BOLD**. The deleted language is ~~struck through~~.

entitled to one (1) vote, even though such Owner has also acquired the Property described on Exhibit "1" to this Amendment.

4. Article VII, COVENANT FOR ASSESSMENTS, shall be, and it hereby is amended, as follows:

Section 14. Notwithstanding any language within this Article VII to the contrary and for purposes of this Section only, the Owner of the Equestrian Club Facilities and the property described on Exhibit "1" to this Amendment, shall be assessed as if both properties constitute one (1) lot.

5. Article XI, ARCHITECTURAL CONTROL, shall be, and it hereby is amended, as follows:

Section 9. Notwithstanding the purchase of the property described on Exhibit "1" to this Amendment, by the Owner of the Equestrian Club Facilities, such property described on Exhibit "1" shall not be considered part of the Equestrian Club Facilities for purposes of current Architectural Control. The Association shall have the right to require application by the Owner of such property, to the Association before any improvement is constructed on the property, and the right to grant approval or disapproval pursuant to the normal procedures of the Association. Upon application to the Association, the Owner of the property described on Exhibit "1" to this Amendment shall be allowed to construct equestrian facilities to include no more than six (6) stalls housing no more than six (6) horses at any one time; to install a show ring without lights for the personal use by the Owner of such property and no other public reason; the placement of horse trailers on the property so long as such horse trailers are shielded from view by the other properties within the Association.

Handwritten initials/signature

This instrument prepared by
and should be returned to:
Steven L. Daniels, Esquire
SACHS & SAX, P.A.
Post Office Box 810037
Boca Raton, Florida 33481-0037

CERTIFICATE OF AMENDMENT TO DECLARATION
OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EQUESTRIAN CLUB ESTATES

This CERTIFICATE OF AMENDMENT TO DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS FOR EQUESTRIAN CLUB ESTATES (the "Declaration") is made this 18TH day of AUGUST, 1995 by THE BOARD OF DIRECTORS OF EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC.

WITNESSETH:

WHEREAS, the Declaration was recorded on January 20, 1990 in Official Records Book 6337, page 83 of the public records of Palm Beach County, Florida; and

WHEREAS, the Declaration was subsequently amended by instruments recorded on the following dates at the following official record books and pages:

March 5, 1990	ORB 6375, pg. 646
April 5, 1990	ORB 6410, pg. 371
March 14, 1991	ORB 6756, pg. 865
April 8, 1994	ORB 8208, pg. 319

All recordings being in the public records of Palm Beach County, Florida; and

WHEREAS, pursuant to Article II, Section 2 of the Declaration, the Declaration may be amended upon the execution and recording of an instrument executed by Owners who are entitled to vote 75% of all votes in the Association; and

WHEREAS, the requisite number of Owners have executed an instrument approving the Amendment attached hereto as Exhibit "A" to the Certificate ("Amendment").

NOW THEREFORE, the Declaration is hereby amended as set forth on Exhibit "A" attached hereto. The Amendment shall run with the land known as Equestrian Club Estates, and shall be binding on all parties having any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall enure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the Board of Directors has caused the execution of this Certificate of Amendment this 18TH day of AUGUST, 1995.

EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: *[Signature]*
GLENN BLACKWOOD, PRESIDENT

(SEAL)

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 19TH day of AUGUST, 1995, by GLENN BLACKWOOD, President of EQUESTRIAN CLUB ESTATE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. He is personally known to me or has produced no identification and did/did not take an oath.

Cheryl Lee Hoste

NOTARY PUBLIC
PRINT/STAMP/TYPE NAME:
COMMISSION EXPIRES:
COMMISSION NUMBER:



CHERYL LEE HOSTE
MY COMMISSION # CC 186330 EXPIRES
April 26, 1996
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT "A"

PROPOSED AMENDMENT
TO THE
DECLARATION OF MASTER COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
EQUESTRIAN CLUB ESTATES*

1. Article IV, FUNCTIONS OF THE ASSOCIATION, shall be, and it hereby is, amended as follows:

Section 12. Notwithstanding anything in this Article IV to the contrary, the Association shall not be responsible for the maintenance of the property described on Exhibit "1" to this Amendment. Such maintenance responsibility shall be the obligation of the Owner of the Equestrian Club Facilities. The Association shall, however, retain the right to require the property described on Exhibit "1" to this Amendment, to be maintained by the Owner of the Equestrian Club Facilities, and to the extent that such maintenance falls below a level reasonably acceptable to the Association, the Association may, after reasonable notice to the Owner of the Equestrian Club Facilities to maintain the Property on Exhibit "1", maintain such property and assess the cost of such maintenance to the Owner of the Equestrian Club Facilities.

2. Article V, PROPERTY RIGHTS, Section 1, shall be, and it hereby is, amended as follows:

(g) The right of the Association to transfer title in the property described on Exhibit "1" to this Amendment, to the Owner of the "Equestrian Club Facilities". Upon such transfer, the Property described on Exhibit "1" shall no longer be "Common Area".

3. Article VI, MEMBERSHIP AND VOTING RIGHTS, Section 2, shall be, and it hereby is, amended as follows:

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. The Class A members shall be all owners, with the exception of the Declarant. The Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be case with respect to any Lot. A declaration executed by all interest holders in a Lot designating the person entitled to exercise such vote shall be filed with the Association and amy be changed from time to time by an amendment thereto executed by all such interest holders. In the absence of such declaration there shall be no vote for such Lot.

~~Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three hundred (300) votes. The Class B membership shall cease on the Turnover Date.~~

Notwithstanding anything to the contrary within this Article VI, Section 2, the Owner of the Equestrian Club Facilities shall be

*The new language is in **BOLD**. The deleted language is struck through.

entitled to one (1) vote, even though such Owner has also acquired the Property described on Exhibit "1" to this Amendment.

4. Article VII, COVENANT FOR ASSESSMENTS, shall be, and it hereby is amended, as follows:

Section 14. Notwithstanding any language within this Article VII to the contrary and for purposes of this Section only, the Owner of the Equestrian Club Facilities and the property described on Exhibit "1" to this Amendment, shall be assessed as if both properties constitute one (1) lot.

5. Article XI, ARCHITECTURAL CONTROL, shall be, and it hereby is amended, as follows:

Section 9. Notwithstanding the purchase of the property described on Exhibit "1" to this Amendment, by the Owner of the Equestrian Club Facilities, such property described on Exhibit "1" shall not be considered part of the Equestrian Club Facilities for purposes of current Architectural Control. The Association shall have the right to require application by the Owner of such property, to the Association before any improvement is constructed on the property, and the right to grant approval or disapproval pursuant to the normal procedures of the Association. Upon application to the Association, the Owner of the property described on Exhibit "1" to this Amendment shall be allowed to construct equestrian facilities to include no more than six (6) stalls housing no more than six (6) horses at any one time; to install a show ring without lights for the personal use by the Owner of such property and no other public reason; the placement of horse trailers on the property so long as such horse trailers are shielded from view by the other properties within the Association.

EXHIBIT "1"

LEGAL DESCRIPTION

Tract "2", EQUESTRIAN CLUB ESTATES - PLAT NO. 4 OF PALM BEACH POLO AND COUNTRY CLUB WELLINGTON COUNTRYPLACE - P.U.D., according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida recorded in Plat Book 66, Pages 98 and 99, said lands situate, lying and being in Palm Beach County, Florida.

This instrument prepared by
and should be returned to:
Steven L. Daniels, Esquire
SACHS & SAX, P.A.
Post Office Box 810037
Boca Raton, Florida 33481-0037

CERTIFICATE OF AMENDMENT TO DECLARATION
OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EQUESTRIAN CLUB ESTATES

This CERTIFICATE OF AMENDMENT TO DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS FOR EQUESTRIAN CLUB ESTATES (the "Declaration") is made this 3 day of April, 1996 by THE BOARD OF DIRECTORS OF EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC.

WITNESSETH:

WHEREAS, the Declaration was recorded on January 20, 1990 in Official Records Book 6337, page 83 of the public records of Palm Beach County, Florida; and

WHEREAS, the Declaration was subsequently amended by instruments recorded on the following dates at the following official record books and pages:

March 5, 1990	ORB 6375, pg. 646
April 5, 1990	ORB 6410, pg. 371
March 14, 1991	ORB 6756, pg. 865
April 8, 1994	ORB 8208, pg. 319
August 18, 1995	ORB 8916, pg. 920

All recordings being in the public records of Palm Beach County, Florida; and

WHEREAS, pursuant to Article II, Section 2 of the Declaration, the Declaration may be amended upon the execution and recording of an instrument executed by Owners who are entitled to vote 75% of all votes in the Association; and

WHEREAS, the requisite number of Owners have executed an instrument approving the Amendment attached hereto as Exhibit "A" to the Certificate ("Amendment").

NOW THEREFORE, the Declaration is hereby amended as set forth on Exhibit "A" attached hereto. The Amendment shall run with the land known as Equestrian Club Estates, and shall be binding on all parties having any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall enure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the Board of Directors has caused the execution of this Certificate of Amendment this 3rd day of April, 1996.

EQUESTRIAN CLUB ESTATES PROPERTY
OWNERS ASSOCIATION, INC., a
Florida not-for-profit corporation

By: Howard Gross
HOWARD GROSS, PRESIDENT

(SEAL)

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 3rd day of April, 1996, by HOWARD GROSS, President of EQUESTRIAN CLUB ESTATE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. He is personally known to me ~~or has produced~~ _____ as identification and ~~did~~/did not take an oath.

Cheryl Lee Hoste

NOTARY PUBLIC
PRINT/STAMP/TYPE NAME:
COMMISSION EXPIRES:
COMMISSION NUMBER:



CHERYL LEE HOSTE
MY COMMISSION # CC 186330 EXPIRES
April 26, 1996
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT "A"

PROPOSED AMENDMENT
TO THE
DECLARATION OF MASTER COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
EQUESTRIAN CLUB ESTATES*

1. Article XI, ARCHITECTURAL CONTROL, shall be, and it hereby is, amended as follows:

Section 1. Original Construction. All original construction of improvements within the Properties shall be ~~controlled by Declarant~~ subject to the approval of the Association in its sole discretion as described more fully in Section 2. below. ~~The Association shall have no control over the original construction of improvements.~~ For purposes of this paragraph, "original construction" shall mean any construction prior to issuance of a Certificate of Occupancy for the improvement by appropriate governmental authority. No improvement of any kind, including any structure, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be initially erected, placed, or maintained upon any property within the Properties unless and until the plans, specifications, and location of the same shall have been submitted to and approved in writing by ~~Declarant~~ the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with design criteria as the same may be adopted and from time to time be amended.

~~Declarant~~ The Association shall have no liability to any person or entity for any loss or damage arising out of its approval or failure to approve any plans or specifications as provided herein. ~~Declarant~~ The Association disclaims any liability for any plans or specifications which may be approved by it and which may be defective in any manner, it being understood that ~~Declarant's~~ the Association's review of plans and specifications presented to it shall not necessarily be reviewed with regard to safety or compliance with laws or regulations, nor shall ~~Declarant~~ the Association have any duty to so review such plans and specifications.

~~Section 7. Declarant Exempt. The Declarant, Lots or Units owned by Declarant, and the Equestrian Club Facilities, and improvements made by Declarant shall be exempt from the application of this Article XI, and Declarant is not obligated to comply with the provisions hereof. Notwithstanding anything to the contrary contained herein, no improvements near or adjacent to the Equestrian Club Facilities may be altered without the approval of Declarant, which approval may be withheld by Declarant in its sole discretion.~~

*The new language is underlined. The deleted language is struck through.

✓ This instrument prepared by
and should be returned to:
Steven L. Daniels, Esquire
Arnstein & Lehr
433 Plaza Real, Suite 275
Boca Raton, FL 33431

CERTIFICATE OF AMENDMENT TO DECLARATION
OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EQUESTRIAN CLUB ESTATES

This CERTIFICATE OF AMENDMENT TO DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS FOR EQUESTRIAN CLUB ESTATES (the "Declaration") is made this 3 day of April, 1998 by THE BOARD OF DIRECTORS OF EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC.

WITNESSETH:

WHEREAS, the Declaration was recorded on January 20, 1990 in Official Records Book 6337, Page 83 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Declaration was subsequently amended by instruments recorded on the following dates at the following official record books and pages:

March 5, 1990	ORB 6375, Pg. 646
April 5, 1990	ORB 6410, Pg. 371
March 14, 1991	ORB 6756, Pg. 865
April 8, 1994	ORB 8208, Pg. 319
August 18, 1995	ORB 8916, Pg. 920 and Rerecorded ORB 9205, Pg. 998
April 3, 1996	ORB 9212, Pg. 8

All recordings being in the public records of Palm Beach County, Florida; and

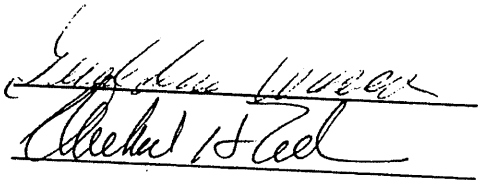
WHEREAS, pursuant to Article II, Section 2 of the Declaration, the Declaration may be amended upon the execution and recording of an instrument executed by Owners who are entitled to vote 75% of all votes in the Association; and

WHEREAS, the requisite number of Owners have executed an instrument approving the Amendment attached hereto as Exhibit "A" to the Certificate ("Amendment").

NOW, THEREFORE, the Declaration is hereby amended as set forth on Exhibit "A" attached hereto. The Amendment shall run with the land known as Equestrian Club Estates, and shall be binding on all parties having any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall enure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the Board of Directors has caused the execution of this Certificate of Amendment this 3rd day of April, 1998.

WITNESSES:



EQUESTRIAN CLUB ESTATES PROPERTY
OWNERS ASSOCIATION, INC., a Florida
not-for-profit corporation

By: 

JASON SHINN, PRESIDENT
(Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3rd day of APRIL, 1998, by JASON SHINN, President of EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

My Commission Expires: _____

My Commission No.: _____



GERALDINE WASSER
MY COMMISSION # CC435311 EXPIRES
April 29, 1999
BONDED THRU TROY FAIR INSURANCE, INC.

48377_1

EXHIBIT "A"

ARTICLE XVII - USE RESTRICTIONS, shall be and it hereby is amended as follows:

2.A. Single-Family. Each residential structure within Equestrian Club Estates Plat No. 1 shall have no less than ~~2800~~ 3500 square feet of air-conditioned space in the case of one-story dwellings, exclusive of garages, screen porches; or in the case of a two story dwelling shall have a minimum of ~~2000~~ 2700 square feet of air-conditioned space on the first floor and the second story a minimum of 800 square feet of air-conditioned space.

This instrument prepared by
and should be returned to:
Steven L. Daniels, Esquire
Arnstein & Lehr
433 Plaza Real, Suite 275
Boca Raton, FL 33431

CERTIFICATE OF AMENDMENT TO DECLARATION
OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EQUESTRIAN CLUB ESTATES

This CERTIFICATE OF AMENDMENT TO DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS FOR EQUESTRIAN CLUB ESTATES (the "Declaration") is made this 7 day of December, 1998 by THE BOARD OF DIRECTORS OF EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC.

WITNESSETH:

WHEREAS, the Declaration was recorded on January 20, 1990 in Official Records Book 6337, Page 83 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Declaration was subsequently amended by instruments recorded on the following dates at the following official record books and pages:

March 5, 1990	ORB 6375, Pg. 646
April 5, 1990	ORB 6410, Pg. 371
March 14, 1991	ORB 6756, Pg. 865
April 8, 1994	ORB 8208, Pg. 319
August 18, 1995	ORB 8916, Pg. 920 and Rerecorded ORB 9205, Pg. 998
April 3, 1996	ORB 9212, Pg. 8
June 3, 1998	ORB 10438, Pg. 515

All recordings being in the public records of Palm Beach County, Florida; and

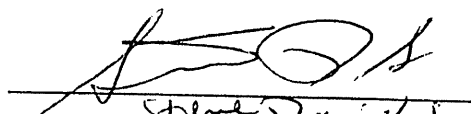
WHEREAS, pursuant to Article II, Section 2 of the Declaration, the Declaration may be amended upon the execution and recording of an instrument executed by Owners who are entitled to vote 75% of all votes in the Association; and

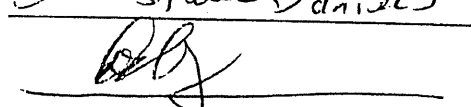
WHEREAS, the requisite number of Owners have executed an instrument approving the Amendment attached hereto as Exhibit "A" to the Certificate ("Amendment").

NOW, THEREFORE, the Declaration is hereby amended as set forth on Exhibit "A" attached hereto. The Amendment shall run with the land known as Equestrian Club Estates, and shall be binding on all parties having any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall enure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the Board of Directors has caused the execution of this Certificate of Amendment this 7 day of DEC., 1998.

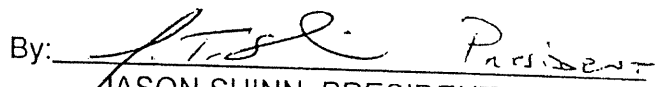
WITNESSES: .



Steven Daniels


DAVID N WOLFESKY

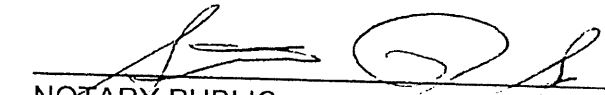
EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: 

JASON SHINN, PRESIDENT
(Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 7 day
of DEC, 1998, by JASON SHINN, President of EQUESTRIAN CLUB
ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit
corporation, on behalf of the Corporation. He is personally known to me or has produced
_____ as identification.


NOTARY PUBLIC Steven Daniels
My Commission Expires: _____
My Commission No.: _____

55025_1

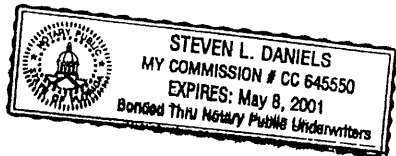


EXHIBIT "A"

**PROPOSED AMENDMENT TO DECLARATION OF MASTER COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
EQUESTRIAN CLUB ESTATES**

1. Article I DEFINITIONS, shall be and is hereby amended to read as follows:

Section 4. "Common Property" or "Common Area" shall mean those tracts of land, together with any improvements thereon, that are dedicated, deeded, leased or otherwise conveyed (including, without limitations, conveyance of an easement) to the Association. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property" by Resolution of the Board of Directors, or in the bill of sale or instrument transferring the same. Common Property shall not include those tracts of land falling within the definition of "Restricted Common Property".

Section 6. "Declaration" shall mean any declaration of covenants, conditions, and restrictions filed by Declarant and as amended from time to time applicable to all or a portion of the Properties.

Section 20. "Restricted Common Property" shall mean those tracts of land, together with any improvements thereon, which are actually dedicated, deeded or leased to the Association and designated in said dedication, deed or lease as "Restricted Common Property" and are designated for use by less than all the Members of the Association. The term "Restricted Common Property" shall also include any personal property acquired by the Association if said property is designated as "Restricted Common Property" by Resolution of the Board of Directors, or in the bill of sale or instrument transferring same. The dedication, deed or lease to the Association of any Restricted Common Property shall describe the portion of the Properties to which it is appurtenant. Notwithstanding anything to the contrary, Restricted Common Property shall be subject to any and all rights which Declarant and/or the Association may have to the Common Property of the Association.

2. Article II TERM, AMENDMENT, Section 2 Amendment, shall be and is hereby amended as follows:

Except as provided to the contrary herein, this Declaration may be amended at any time, and from time to time, upon the execution and recordation of an instrument executed by Owners who are entitled to vote ~~seventy-five (75%)~~ sixty-six (66%) percent of all votes of ~~each class of~~ voting membership in the Association, ~~provided that until the Turnover Date the Declarant's written consent, which may be granted or withheld in Declarant's sole discretion, to any amendment must first be obtained. After the Turnover Date no amendment shall negatively affect the rights of Declarant without the consent of Declarant. The Declarant shall have the right, prior to the Turnover Date, to amend this Declaration as it, in its sole discretion, deems appropriate.~~ No amendment shall alter the subordination provisions of this Declaration without the prior approval of any institutional mortgagee enjoying such protection.

3. Article III ANNEXATION, WITHDRAWAL, VACATING AND DISSOLUTION shall be and is hereby amended as follows:

Section 1. shall be deleted in its entirety.

Section 2. Annexation by Members. ~~At such time as Class B Memberships in the Association have ceased,~~ Additional lands may be annexed with the consent of two-thirds (2/3rds) of the vote of the membership in the Association, and compliance with applicable governmental approvals.

Section 3. Withdrawal. ~~Until the Turnover Date the Declarant~~ No Party shall be entitled to withdraw any portion of the Properties (or any additions thereto) from the provisions and applicability of this Declaration ~~by recording a notice thereof in the Public Records. This right of Declarant to withdraw portions of the Properties shall not apply to any portions of the Properties which have been conveyed to an Owner unless said right is specifically reserved in such conveyance. The withdrawal of any portion of the Properties shall not require the consent or joinder of any other party (including any Owner, the Association, or any mortgagee of any Lots), provided applicable governmental approvals, if any, are obtained.~~

Section 4. shall be deleted in its entirety.

Section 6. shall be deleted in its entirety.

4. Article IV FUNCTIONS OF THE ASSOCIATION shall be and is hereby amended as follows:

Section 1. The last sentence of this section shall be deleted.

Section 10. For the purpose of performing the maintenance authorized hereby, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice except in the case of emergencies, to the Owner or Neighborhood Association President, to enter upon any Common Areas, Lot or Unit or other structures or improvements located within the Properties at reasonable hours on any day. The cost of such maintenance shall be assessed against the Neighborhood Association or Owner upon whose behalf such maintenance is performed and shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a debt of the Neighborhood Association or a lien upon the Lot or Unit and an obligation of the Owner and shall become due and payable in all respects together with interest and fees for costs of collection as provided for other assessments of the Association.

5. Article V PROPERTY RIGHTS shall be and is hereby amended as follows:

Section 1. Owners' Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, and a specified owner shall have rights to the Restricted Common Property as designated by ~~Declarant or~~ the Association to such specified Owner, for its intended purpose, which rights shall be appurtenant to title to a Lot, subject to the following provisions:

6. Article VI MEMBERSHIP AND VOTING RIGHTS shall be and is hereby amended as follows:

Section 1. Types. The Association shall have ~~two~~ one classes of Membership. Every Owner of a Lot, ~~except Declarant,~~ shall be a ~~Class A~~ member of the Association. ~~Class A~~ Membership shall be appurtenant to and may not be separated from ownership of any Lot. ~~The Declarant shall be a Class B member of the Association.~~

Section 2. Voting Rights. The Association shall have ~~two~~ one classes of voting membership.

~~Class A. The Class A members shall be all owners, with the exception of the Declarant.~~ Section 3. The ~~Class A~~ members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The ~~vote~~ for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. A declaration executed by all interest holders in a Lot designating the person entitled to exercise such vote shall be filed with the Association and may be changed from time to time by an amendment thereto executed by all such interest holders. In the absence of such declaration there shall be no vote for such Lot.

Class B. shall be deleted in its entirety.

7. Article VII COVENANT FOR ASSESSMENTS shall be and is hereby amended as follows:

Section 3. shall be deleted in its entirety.

Section 4. shall be deleted in its entirety.

Section 7. Reserves. The Association may, but is not obligated to, establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Areas and those Restricted Common Areas which the Association is obligated to maintain or for capital improvement as determined by the Board. Such reserve fund, if any, shall be maintained out of regular assessments for common expenses.

Section 8. Initial Working Capital. ~~Declarant may, but is not~~ Association may, but is not obligated to, establish a working capital fund for ~~the initial months of operation of the Association.~~ Declarant Association may collect from each Owner at the time of conveyance of each Lot an amount equal to one-quarter of the annual assessment for each Lot. Each Lot's share of the working capital fund which is collected shall be ~~transferred to the Association at the time of closing of the sale of each Lot and~~ used for the benefit of the Association. The purpose of this fund is to assure that the Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

8. Article IX MAINTENANCE OBLIGATIONS OF ASSOCIATION shall be and is hereby amended as follows:

Section 1. Common Area. To the extent responsibility therefor is not assumed by the Master Association or a Neighborhood Association, the Association shall at all times maintain in good condition, repair and replace, at its expense, all Common Areas, and Restricted Common Areas, including all improvements placed thereon, including all Common Areas related to the surface water management plan approved by Palm Beach County, South Florida Water Management District, or Acme Improvement District, or the Village of Wellington. Certain common areas are wetlands and buffer zones as depicted on the Plats as conservation areas. Such conservation areas are hereby declared restricted common areas, and shall be the perpetual responsibility of the Association, and may in no way be altered from their natural state. Activities prohibited within the conservation areas include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation - with the exception of exotic vegetation removal; excavation, dredging, or activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation. ~~The Common Areas shall also include certain swimming pool and athletic court recreational facilities, and appurtenances thereto, to be located on portions of Plat 4 of Equestrian Club Estates which are to be deed or dedicated to the Association, which shall perpetually maintain said recreation facilities and appurtenances.~~

Section 4. Right of Entry by Association. The Association is granted a perpetual and irrevocable easement over each Lot to inspect (including inspection to ascertain an Owner's compliance with the provisions of this Declaration), or to perform any maintenance, painting, alteration or repair to any portion of the unit, improvements, fences or grass and landscaping areas located upon the Lot. Each Owner shall permit an authorized Agent of the Association to enter the Unit, or go upon the Lot, provided that such entry shall be made at reasonable times. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made at any time. Each Owner does hereby appoint the Association or the Association's designee as its agent for the purposes herein

provided and agrees that the Association or the Association's designee shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

9. Article X MAINTENANCE OBLIGATION OF OWNERS shall be and is hereby amended as follows:

Section 1. Owner's Responsibility. Except as set forth herein each Owner is responsible for the repair, maintenance and/or replacement, at its sole cost and expense, all portions of the Unit and improvements and/or fence constructed on the Lot. Any Owner is strictly prohibited from placing any fence upon its Lot, making any improvement to its Lot, or changing the exterior paint thereof or of the Unit, without the prior consent from the Architectural Committee.

Then, the Association, after ~~ten (10)~~ twenty (20) days prior written notice to the Owner and any Neighborhood Association having jurisdiction of such Lot, shall have the right, through its agents and employees, to enter upon said Lot and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs of the Association, plus reasonable attorneys fees, shall be added to and become a part of the assessments to which the Lot is subject.

10. Article XII RIGHTS OF DECLARANT/EASEMENTS shall be and is hereby amended as follows:

Section 1. shall be deleted in its entirety.

Section 2. shall be deleted in its entirety.

Section 3. Utility Easements. ~~Declarant and a~~ Any public or private utility or governmental authority providing utility service within the Properties are hereby granted a perpetual easement upon, over, under and across the Properties for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, wires, siphons, valves, grated, pipeline, cable apparatus appurtenant thereto to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing Owners and servicing Common Property and Restricted Common Property, all such easements to be of a size, width and location as ~~Declarant~~ Association, in its sole discretion, deems best.

Section 4. Declarant Association Easements. ~~Declarant and such other persons as Declarant may from time to time designate are hereby granted a perpetual easement, privilege and right in and to, over, under, on and across the Common Property and Restricted Common Property for access, ingress and egress, use and enjoyment.~~ Declarant Association reserves the right to impose further restrictions and to grant or dedicate additional easements and right-of-way on any of the Properties so long as any said easements do not run under any Units constructed on the Lots nor materially and adversely interfere with the intended uses of any portion of the Properties.

Section 4. the second and third paragraphs and subsections (a) and (b) shall be deleted in their entirety.

Section 5. Service Easements. Delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by ~~Declarant~~ Association to service the Properties and such other persons as ~~Declarant~~ Association from time to time may designate are hereby granted a nonexclusive, perpetual right of ingress and egress over and across the Common Property and Restricted Common Property for the purposes of performing their authorized services and investigation.

Section 6. Drainage Easements. Drainage flow shall not be obstructed or diverted from drainage easements. The Association may, but shall not be required to, cut drainways from surface water wherever and whenever such action may appear to the Association to be necessary to maintain reasonable standards of health, safety and appearance. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other action reasonably necessary to install utilities and to maintain reasonable standards of health and appearance, but shall not include the right to disturb any improvements erected within the Properties that are not located within the specific easement area designated on the plat or in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto adjacent parcels or into sanitary sewer lines. ~~Declarant~~ Association shall have the sole control over elevations and slopes within drainage easements, and no Owner or Neighborhood Association may alter any such elevations except upon written consent of ~~Declarant~~ Association. The Association shall adhere to the approved surface water management plan as approved by Palm Beach County, Florida, and the Acme Improvement District, the Village of Wellington and South Florida Water Management District.

Section 7. Extent of Easements.

(a) ~~The right of Declarant or~~ the Association, in accordance with the Master Documents, to borrow money from any lender for the purpose of improving the Common Property and Restricted Common Property and providing services authorized herein and, in aid thereof, to mortgage said properties;

(d) Subject to the terms of the Master Documents, the Board of Directors of the Association shall have the power to place any reasonable restrictions upon the use of any roadways owned by the Association including, but not limited to, the maximum and minimum speeds of vehicles using said roads, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads ~~provided that such restrictions shall not affect Declarant, its guests, licensees, and/or invitees.~~ The fact that such restrictions on the use of such roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Properties shall not make such restrictions unreasonable. ~~Neither Declarant or t~~ The Association, their its boards, officers, agents, employees or members shall not incur any liability from its exercise or non-exercise of the rights and powers contained herein or the enforcement or lack of enforcement thereof.

11. Article XIII ASSIGNMENT OF POWERS shall be and is hereby amended as follows:

~~All or any part of the rights and powers and reservations of the Declarant herein contain may be deeded, conveyed, or assigned to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records of the county in which the Properties are located.~~ The duties and powers of the Association may be delegated to or assumed by other entities or associations as provided elsewhere in the Master Documents.

12. Article XV CABLE TELEVISION AND RESTRICTED ACCESS AND PATROL SERVICES shall be and is hereby amended as follows:

Section 1. shall be deleted in its entirety and replaced with the following: The Association shall have the right to enter into contracts for the provision of Cable Television (CATV) service, a master antenna television system, or any electronic media or multi-media service or system (but specifically excluding alarm service) and such expense shall be assessed equally against all Members of the Association, except the Lots that are not included in the calculation of the monthly service charge shall be excluded from payment of such assessments.

Section 2. Disclaimer of Liability. The word "Declarant" shall be deleted.

13. Article XVI USE RESTRICTIONS shall be and is hereby amended as follows:

Section 1. Residential Use. No Lot shall be used for other than residential purposes. No building other than one single family or medium density residence together with pool houses, cabanas or maids' quarters serving the residence shall be erected, altered, placed or permitted to remain on any Lot unless otherwise approved by the Association. ~~Declarant shall be exempt from this restriction as provided in this Declaration.~~

Section 2. Construction. All improvements constructed upon a Lot must comply with Article XI hereof and all building codes of appropriate governmental agencies. No structure shall be more than thirty-five (35) feet in height. Additionally, each lot shall be designated by ~~Declarant~~ the Association, in its sole discretion, as a "Single Family", "Zero Lot Line", or "Townhouse" Lot. Each Lot will be subject to the following appropriate restrictions, according to its designation ~~unless exempted by Declarant, in its sole discretion~~ and further restrictions as imposed by the Architectural Committee:

A. Single-Family. Each residential structure shall have no less than 3500 square feet of air-conditioned space in the case of one-story dwellings, exclusive of garages, screen porches, or patios.

B. Zero Lot Line. Each residential structure shall have no less than 2000 square feet of air-conditioned space, exclusive of garages, screen porches, or patios.

C. Townhouse. Each residential structure shall have no less than 1500 square feet of air-conditioned space, exclusive of garages, screen porches, or patios.

No carports are permitted on any Lot, and driveways on each Lot shall be of sufficient size to accommodate the off-street parking of two automobiles.

When the construction of any building is once begun, work thereon must proceed diligently and continuously and must be completed (which shall mean the issuance of a Certificate of Occupancy) within 12 months of commencement (which shall mean the issuance of a building permit), unless specifically ~~excepted~~ extended by Declarant the Association in writing. If not completed within 12 months, the Association may complete or dismantle the improvement and assess the cost thereof against the Lot. No installation of additional street lights or exterior lighting shall be permitted without approval as provided in Article XI.

Section 6. Signs. In order to maintain an attractive appearance no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Properties, by an Owner or occupant (except for signs on unoccupied and newly constructed homes) without the prior written permission of the ~~Declarant~~ Association, and the ~~Declarant~~ Association shall have the right in its sole discretion to prohibit or to restrict and control the size, construction material, wording, location and height of all signs and may summarily remove and destroy all unauthorized signs. Any Lot Owner seeking such approval, who is also subject to a Neighborhood Association, must provide signed approval from such Neighborhood Association, when applying for Association approval.

Section 7. Trash. The ~~Declarant and/or the~~ Association shall have the right, but not the obligation to care for vacant or unkempt lots within the properties, remove rubbish therefrom and any unsightly and obnoxious thing therefrom, and do any other thing and perform any labor necessary or desirable in the judgment of the ~~Declarant or the~~ Association to keep the Lot, and the land contiguous and adjacent thereto, neat and in good order, and charge the same against the Owner of said Lot or Lots, which charge shall be a lien on the Lot or Lots, which may be foreclosed and shall include ~~Declarant's or the~~ Association's attorneys fees and other costs in connection with said foreclosure.

Section 11. Antenna. No television or other outdoor antenna system or facility shall be erected or maintained on any Lot to which cable television service is then currently available except antennas not exceeding one meter in diameter.

Section 13. Outside Lighting. ~~Except as may be initially installed by Declarant, n~~No spotlights, floodlights or similar type of high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon or upon any common areas or any part thereof without the written authorization of the Board. Other types of low intensity lighting which do not disturb the Owners or other occupants of the Properties shall be allowed.

Section 14. Sidewalks. Each Lot shall have a sidewalk if required by Palm Beach County or the Village of Wellington or shown on a filed plat. ~~Declarant~~ Subsequent to the date of this Amendment, the Association must approve in writing material, size, color and location before installation of the sidewalk and ~~Declarant~~ Association may establish and require Owners and builders to construct a uniform sidewalk throughout the Properties. If installation is done without prior written approval and/or does not meet requirements, the ~~Declarant~~ Association can require the Owner and builder to remove same at their expense and reinstall per ~~Declarant's~~ Association's approval or ~~Declarant~~ Association will do same and charge Lot Owner which charge shall be a lien on the Lot which may be foreclosed and shall include ~~Declarant's~~ Association's attorneys' fees and other costs in connection with said foreclosure.

Section 15. Commercial Activities. No business or commercial activity shall be conducted on the properties, except the construction of improvements or the maintenances of sales offices or models on a Lot for sale of Units in the ordinary course of business, with ~~Declarant's~~ Association's consent, in its sole discretion.

Section 17. Vehicles. Owners and occupants of Lots will not be permitted to park, store, or keep any commercial vehicle, boat, truck, trailer, recreation vehicle, mobile home, bus tractor, or other such vehicles overnight on their Lots or adjacent Lots unless stored or kept within a totally enclosed structure except temporarily during periods of construction. Further, Owners and occupants of Lots may not park, store, or keep such vehicles on adjacent roads and streets. Notwithstanding the above, vehicles known as "dualies" may be allowed within any Neighborhood Association upon a vote of such Neighborhood Association board of directors, and may be allowed within the properties described in Equestrian Club Estates Plat No. 1 per Plat Book 64, Pages 187 through 189, upon a majority vote of all property owners within said Plat. The definition of "dualie" shall be established by each such Neighborhood Association and by the owners within Equestrian Club Estates Plat No. 1.

Commercial vehicles shall include those vehicles as defined in Section 320.01(15)(a), Florida Statutes (1988) as "for-hire" advertising. Trucks shall include those vehicles as defined in Section 320.01(9), Florida Statutes (1988) except there shall be excluded therefrom Jeeps, Scouts, Blazers, Broncos, Vans, Toyota Land Cruisers, El Caminos, ~~and Rancheros~~ and "sport utility vehicles" similar thereto in the discretion of the Association, which are for private use as defined in Section 320.01(14), Florida Statutes (1988) are without commercial lettering or advertising, and small pickup trucks, that is, pickup trucks weighing less than one (1) ton which are private use as defined in Section 320.01(14), Florida Statutes (1988) and are without commercial lettering or advertising. Recreational vehicles shall include those vehicles as defined in Section 320.01(1)(b), Florida Statutes (1988); trailers shall include those vehicles as defined in Section 320.01(4), Florida Statutes (1988) and mobile homes shall include those vehicles as defined in Section 320.01(2), Florida Statutes (1988).

Section 21. Sprinkler Systems. Sprinkler systems shall draw water only from individuals wells on the Lot, public utility services or, upon the express prior written approval of Acme Improvement District, Village of Wellington or South Florida Water

Management District, if required, the Association, ~~and Declarant~~ any canal or lake adjacent to the Lot which the sprinkler system serves.

14. Article XVII INSURANCE shall be and is hereby amended as follows:

Section 1. Dwellings and Improvements on Lots. ~~Except when coverage is provided by a Neighborhood Association, e~~Each Owner, ~~except the Declarant,~~ shall purchase and maintain a policy of fire and standard extended coverage insurance on all insurable improvements situated upon its Lot, including all fixtures, partitions, appliances and cabinetry, in an amount not less than the maximum insurable replacement value thereof, excluding land, foundation, excavation and other items normally excluded from coverage. Said coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and all other such risks as, from time to time, may be covered with respect to building and improvements similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm if available. Such Owner shall continuously provide a current copy of such policy to the Association. The Association shall maintain similar insurance covering the Common Areas and Restricted Common Areas.

Section 9. Nature of Reconstruction. Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform with the then current governmental restrictions and codes. Unless Association and appropriate governmental approval is received, the dimensions of the replacement building shall not exceed the dimensions of the previous building.

15. Article XIX GENERAL PROVISIONS shall be and is hereby amended as follows:

Section 2. Enforcement. Enforcement of the Master Documents shall be by any proceeding at law or in equity and may be instituted by ~~Declarant,~~ the Association, its successors or assigns against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; furthermore, the failure by the Association or any Owner ~~or Declarant~~ to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 3. shall be deleted in its entirety.

55030_1

This instrument prepared by
and returned to:
Steven L. Daniels, Esquire
Arnstein & Lehr LLP
515 N. Flagler Drive, 6th Floor
West Palm Beach, FL 33401

CERTIFICATE OF AMENDMENT TO DECLARATION
OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EQUESTRIAN CLUB ESTATES

This CERTIFICATE OF AMENDMENT TO DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS FOR EQUESTRIAN CLUB ESTATES (the "Declaration") is made this 04 day of OCTOBER, 2012 by THE BOARD OF DIRECTORS OF EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC.

WITNESSETH:

WHEREAS, the Declaration was recorded on January 20, 1990 in Official Records Book 6337, Page 83 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Declaration was subsequently amended by instruments recorded on the following dates at the following official record books and pages:

March 5, 1990	ORB 6375, Pg. 646
April 5, 1990	ORB 6410, Pg. 371
March 14, 1991	ORB 6756, Pg. 865
April 8, 1994	ORB 8208, Pg. 319
August 18, 1995	ORB 8916, Pg. 920 and Rerecorded ORB 9205, Pg. 998
April 3, 1996	ORB 9212, Pg. 8
June 3, 1998	ORB 10438, Pg. 515
December 11, 1998	ORB 10808, Pg. 519

All recordings being in the public records of Palm Beach County, Florida; and

WHEREAS, pursuant to Article II, Section 2 of the Declaration, the Declaration may be amended upon the execution and recording of an instrument executed by Owners who are entitled to vote 66% of all votes in the Association; and

WHEREAS, the requisite number of Owners have either approved at a meeting or executed an instrument approving the Amendment attached hereto as Exhibit "A" to the Certificate ("Amendment").

NOW, THEREFORE, the Declaration is hereby amended as set forth on Exhibit "A" attached hereto. The Amendment shall run with the land known as

Equestrian Club Estates, and shall be binding on all parties having any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall enure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the Board of Directors has caused the execution of this Certificate of Amendment this 24 day of OCTOBER, 2012.

WITNESSES:

Diane Matheson
DIANE MATHESON
Mark Hoffman
MARK HOFFMAN

EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation

By [Signature]
Its President
(Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of October, 2012, by Lynda Sirota, President of EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification.



LISA JEAN TURNER
MY COMMISSION # DD 828614
EXPIRES: February 6, 2013
Bonded Thru Budget Notary Services

[Signature]
NOTARY PUBLIC
My Commission Expires: 2/6/13
My Commission No.: 828614

EXHIBIT "A"

Article XI. Architectural Control is hereby amended by adding the following Section 9.

Section 9. Blackout Dates and Times.

(a) Between the dates of November 15th and April 15th, no construction will be allowed on any Lot that either:

1. cannot be started and completed in the same day; or
2. requires the parking of work vehicles on the street; or
3. includes the use of equipment which emit noise that can be heard from other Lots.

An exception for emergencies e.g. roof leaks, can be made upon the prior written approval of the Association Board of Directors.

(b) Between the dates of April 16th and November 14th, construction will be allowed between the hours of 7:30 am and 6:00 pm Mondays through Saturdays only. No construction will be allowed on Sunday or Federal legal holidays.

ARTICLES OF INCORPORATION
OF
EQUESTRIAN CLUB ESTATES
PROPERTY OWNERS ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

In compliance with the requirements of the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

ARTICLE I
NAME OF CORPORATION

The name of the corporation is EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC. ("Association").

ARTICLE II
REGISTERED OFFICE - REGISTERED AGENT

The street address of the Registered Office of the Association is 13420 South Shore Blvd., West Palm Beach, Florida 33414, and the name of the Registered Agent is Denis G. Quinlan.

ARTICLE III
DEFINITIONS

The definitions contained in the DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS FOR EQUESTRIAN CLUB ESTATES ("Declaration"), recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE IV
PURPOSE OF THE ASSOCIATION

The Association is formed to provide for operation, maintenance, preservation and architectural control of the Lots, Units and Common Area, and improvements thereon, within the Properties and to promote the health, safety and welfare of the members of the Association. The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

ARTICLE V
POWERS OF THE ASSOCIATION

The Association shall have all the powers, privileges and duties reasonably necessary to operate and maintain the Association,

including, but not limited to, the following:

(a) To perform all the duties and obligations of the Association as set forth in the Declaration and as herein provided;

(b) To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration, these Articles and the By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses incidental to the conduct of the business of the Association, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection with the business of the Association;

(d) To borrow money, and to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) To dedicate, grant, license, lease, sell or transfer all or any part of the Common Area to any public agency, entity, authority, or utility for such purposes and subject to such conditions as determined;

(f) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area;

(g) To promulgate or enforce rules, regulations, covenants, restrictions or agreements to effectuate all of the purposes for which the Association is organized;

(h) To have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise;

(i) To contract for management of the Association and to delegate in such contract all or any part of the powers and duties of the Association, and to contract for services to be provided for the Owners and/or Common Areas such as, but not limited to, garbage pick-up and other utilities and master antenna or cable television and/or radio system;

(j) To contract with other entities in the Project for the benefit of the Association and its members;

(k) To enter into agreements, to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and

other recreational facilities, whether or not the lands or facilities are contiguous to the Properties, if they are intended to provide enjoyment, recreation, or other use or benefit to the Owners. The rental, membership fees, operations, replacements, and other expenses may be declared to be common expenses of the Association;

(l) To grant and convey easements, rights and/or servitudes over and to the Common Property, including without limitation, the creation of Restricted Common Property as may become necessary or desirable as determined by the Board of Directors in its sole discretion and as provided herein. Subject only to the rights of Declarant, the Board of Directors shall have the right to restrict the use of certain portions of the Common Property in favor of one or more Units and/or Owners and thereby create Restricted Common Property;

(m) To pay and discharge any and all liens from time to time placed or imposed upon any portions of the Properties owned by it, or any improvements thereon, including but not limited to any liens so placed or imposed on account of any work done or caused to be done by the Association in the fulfillment of any of its obligations, powers, rights or duties;

(n) To cause such improvements and additions to be made to the Common Property and all facilities associated with such areas, and to provide such services, take such action and do such things as the Board shall determine to be necessary or desirable;

(o) To review and modify, approve or disapprove architectural standards proposed by the Architectural Review Committee.

Notwithstanding anything to the contrary above, the Association's right to exercise the powers set forth in (d) and (f) above shall require: (i) while the Class B memberships exists, the consent of a majority of the Board, and (ii) thereafter, the consent of two-thirds (2/3rds) of the Class A members; and (iii) for so long as Declarant owns any real property in the Project, the consent of Declarant. Further, so long as Declarant shall have an interest in or mortgage on any real property within the Properties, neither the Board of Directors nor the Association shall have the authority to, and shall not undertake any of the following actions without Declarant's written consent which may be withheld in Declarant's sole discretion:

(aa) Prohibit or restrict in any manner the sales and marketing program of Declarant or any Owner who is developing Units solely with the intent of resale, as conclusively designated by Declarant in writing;

(bb) Significantly decrease the level of maintenance services of the Association;

(cc) Make any Special or Individual assessment against

or impose any fine upon Declarant and/or any of Declarant's property within the Properties;

(dd) Alter or amend any of the Master Documents;

(ee) Modify, amend, or alter the Land Use Plan;

(ff) Terminate or waive any rights of the Association under the Master Documents;

(gg) Accept the conveyance, lease, mortgage, alienation, or pledge of any real or personal property to the Association;

(hh) Terminate or cancel any easements granted hereunder or by the Association;

(ii) Terminate or impair in any fashion any easements, powers, or rights of Declarant hereunder;

(jj) Restrict the rights of Declarant, its successors, assigns, licensees, invitees, guests and related entities to use, access, and enjoy any property within the Properties;

(kk) Cause the Association to default on any obligation of it under any contract;

(ll) By act or omission change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of the common property, party walls or common fences, and driveways, or the upkeep of lawns and plantings within the Properties;

(mm) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the property owned, directly or indirectly, by the Association for the benefit of the Units (the granting of easements for public utilities or for other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause);

(nn) Change the method of determining the obligations, assessments, dues, or other charges that may be levied against a Unit Owner;

(oo) Fail to maintain fire and extended coverage on the Association's insurable property in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs); or

(pp) Use hazard insurance proceeds for losses to any property for other than the repair, replacement or reconstruction of such property.

ARTICLE VI
MEMBERSHIP

Every Owner of a Lot in the Project shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Declarant shall be a member of the Association.

ARTICLE VII
VOTING RIGHTS

The Association shall have two (2) classes of voting members:

Class A. Each Lot owner shall be a Class A member. Each Class A Owner shall be entitled to one (1) vote for each Lot owned. When more than one (1) person owns an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. A declaration executed by all interest holders in a Lot designating the person entitled to exercise such vote shall be filed with the Association and may be changed from time to time by an amendment thereto executed by all such interest holders. In the absence of such declaration there shall be no vote for such Lot.

Class B. The Declarant shall be the Class B member. The Declarant shall be entitled to three hundred (300) votes. The Class B membership shall cease on the happening of the earlier of the occurrence one of the following events:

(a) Six (6) months after 95% of the Lots that will be ultimately be subject to this Declaration have been conveyed to Owners other than Declarant for their own use and enjoyment (as opposed to subsequent development and sale); or

(b) January 1, 2004; or

(c) Such earlier date as Declarant may determine.

ARTICLE VIII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors ("Board") consisting of either three (3) or five (5) persons. Board members need not be members of the Association. The first Board shall consist of three (3) members. Thereafter, the number of Directors may be increased to five (5) by a majority vote of the Board.

The election of Directors, after the first Board, shall be held at the annual meeting (or when Class B membership ceases, at a special meeting of the members called for that purpose). Directors shall be elected for a term expiring on the date of the next annual meeting.

The Directors named in these Articles shall serve until the next election of Directors. Any vacancies in the first Board shall be filled by the Declarant. The names and addresses of the members of the first Board who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Lawrence M. Throneburg, III	13420 South Shore Blvd. West Palm Beach, FL 33414
Denis G. Quinlan	13420 South Shore Blvd. West Palm Beach, FL 33414
George Gartner	13420 South Shore Blvd. West Palm Beach, FL 33414

ARTICLE IX DISSOLUTION

In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In the event of dissolution the surface water management system, shall be transferred to Acme Improvement District or another governmental agency. If such transfer is not accepted, then the assets shall be transferred to another association formed for similar purposes.

ARTICLE X DURATION

The Association shall exist perpetually.

ARTICLE XI AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

1. Proposal. Amendments to these Articles may be proposed by a vote of the majority of the entire Board. Amendments may also be proposed by thirty-three percent (33%) of the members of each Class entitled to vote on the Amendment. The proposed amendment shall be submitted to a vote of the members at a special or annual meeting of the members.

2. Call for Meeting. Upon the adoption of a resolution proposing an amendment, such proposed amendment or amendments shall be transmitted to the Association. The Association shall

thereupon call a special meeting of the membership, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice shall be delivered not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first class mail addressed to the member at his address as it appears on the books of the Association.

3. Vote Necessary. In order for an amendment to become effective, it must be approved at a duly called meeting, by an affirmative vote of: (i) until the sale of a Lot to an Owner other than Declarant, by a majority of the Board; and (ii) thereafter, while Class B memberships exist, by a majority of the Class B members only; and (iii) thereafter, by sixty-six (66%) of the votes of the Class A members.

4. By Written Statement. If the required number of members eligible to vote sign a written statement manifesting their intention that an amendment be adopted, then the amendment shall thereupon be adopted.

5. Filing. The Articles of Amendment containing the approved amendment shall be executed by the Association by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

- (a) The name of the corporation.
- (b) The amendment(s) so adopted.
- (c) The date of the adoption of the amendment.

The Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from approval with the office of the Secretary of the State of Florida for approval.

ARTICLE XII INCORPORATOR

The name and address of the Incorporator of this corporation is: Denis G. Quinlan, 13420 South Shore Blvd., West Palm Beach, Florida 33414

ARTICLE XIII OFFICERS

The Board shall elect a President, Secretary, Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are designated by the Board are as follows:

President: Denis G. Quinlan
Treasurer/Secretary: Lawrence M. Throneburg, III

ARTICLE XIV
INDEMNIFICATION OF OFFICERS AND DIRECTORS

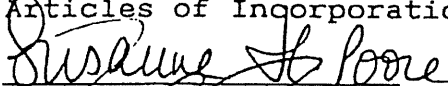
The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

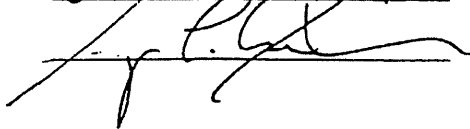
ARTICLE XVI
TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

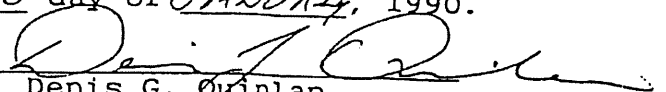
No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or Committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or of a Committee which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, the undersigned, being the incorporator of this Association, has executed these Articles of Incorporation this 26 day of JANUARY, 1990.







Denis G. Quinlan

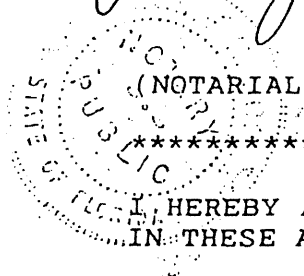
STATE OF FLORIDA)
COUNTY OF PALM BEACH)SS:
)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Denis G. Quinlan well known to me, who executed the foregoing instrument before me.

WITNESS my hand and official seal, this 26th day of January 1990.

Suzanne H. Poore

NOTARY PUBLIC NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES: COMMISSION EXP JULY 19, 1993
BONDED THRU GENERAL INS. UND.



(NOTARIAL IMPRESSION SEAL)

I, HEREBY ACCEPT THE DESIGNATION AS REGISTERED AGENT AS SET FORTH IN THESE ARTICLES OF INCORPORATION.

Denis G. Quinlan
DENIS G. QUINLAN

State of Florida



Department of State

I certify from the records of this office that EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on January 30, 1990.

The document number of this corporation is N36359.

I further certify that said corporation has paid all fees due this office through December 31, 1990, and its status is active.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
31st day of January, 1990.



Jim Smith
Secretary of State

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on January 30, 1990, as shown by the records of this office.

The document number of this corporation is N36359.

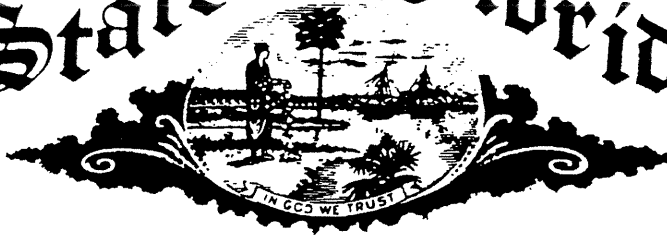
Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
30th day of January, 1990.



Jim Smith

Jim Smith
Secretary of State

State of Florida



Department of State

I certify from the records of this office that EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on January 30, 1990.

The document number of this corporation is N36359.

I further certify that said corporation has paid all fees due this office through December 31, 1991, that its most recent annual report was filed on July 24, 1991, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
26th day of July, 1991.



CR2EO22 (2-91)

A handwritten signature in cursive script that reads "Jim Smith".

Jim Smith
Secretary of State

Prepared by and return to:

Steven L. Daniels, Esq.
Amstein & Lehr LLP
515 No. Flagler Dr., Sixth Floor
West Palm Beach, FL 33401

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on June 30, 2003, for EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is N36359.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fourth day of August, 2003



CR2E022 (2-03)

Glenda E. Hood
Glenda E. Hood
Secretary of State

This instrument prepared by:
Steven L. Danalis, Esquire
Armetstein & Lehr
618 North Flagler Drive, 6th Floor
West Palm Beach, FL 33401
(561) 833-8800

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION FOR
EQUESTRIAN CLUB ESTATES
PROPERTY OWNERS ASSOCIATION, INC.**

THE ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION FOR EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association") is made this 3 day of March 2003, by the President and Secretary of the Association.

WITNESSETH:

WHEREAS, the Articles of Incorporation of the Association have been filed with the Florida Secretary of State on January 30, 1990 (Document Number N36359); and

WHEREAS, the Articles of Incorporation were recorded as Exhibit "B" to the Declaration of Master Covenants, Conditions and Restrictions for Equestrian Club Estates recorded on January 30, 1990 in Official Records Book 6337, Page 83 of the Public Records of Palm Beach County, Florida ("Declaration"); and

WHEREAS, the Articles of Incorporation were subsequently amended by instrument recorded on the following date at the following Official Record Book and page:

December 11, 1998 ORB 10808 Page 532

all recordings being in the Public Records of Palm Beach County, Florida.

WHEREAS, pursuant to Article XI of the Articles of Incorporation, the Articles may be amended by a vote of a majority of the Association; and

WHEREAS, a majority of the members of the Association, ^{which majority is sufficient} at a meeting of the ^{for} Members on the 3rd day of March, 2003, have voted to amend the Articles of Association as more specifically set forth below.

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

1. Article VIII BOARD OF DIRECTORS shall be and is hereby amended as follows:

The affairs of this Association shall be managed by a Board of Directors ("Board") consisting of, an odd number with a minimum of five (5) persons with the number of directors determined no later than ninety (90) days prior to the annual meeting. Board members need not must be members of the Association.

IN WITNESS WHEREOF, they have set their hand and seal as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Robert Zully
Joel DeLo


EQUESTRIAN CLUB ESTATES
PROPERTY OWNERS ASSOCIATION,
INC., a Florida not-for-profit corporation

By: Carol Adams
Its: Pres

By: Rose n Mills
Its: Sec

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 5 day of May, 2003, by Carel Coleman and Ross Mills, as President and Secretary, respectively, of EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. They are personally known to me or have produced Driver's License as identification.

 My Commission # 00418276
Expires March 28, 2007
[Signature]
NOTARY PUBLIC
My Commission Expires: _____
Commission Number: _____

138107_1

This instrument prepared by:
Steven L. Daniels, Esquire
Arnstein & Lehr
433 Plaza Real, Suite 275
Boca Raton, FL 33432
(561) 998-4177

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION FOR
EQUESTRIAN CLUB ESTATES
PROPERTY OWNERS ASSOCIATION, INC.

THE ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION FOR EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association") is made this 7th day of DECEMBER, 1998, by the President and Secretary of the Association.

WITNESSETH:

WHEREAS, the Articles of Incorporation of the Association have been filed with the Florida Secretary of State on January 30, 1990 (Document Number N36359); and

WHEREAS, the Articles of Incorporation were recorded as Exhibit "B" to the Declaration of Master Covenants, Conditions and Restrictions for Equestrian Club Estates recorded on January 30, 1990 in Official Records Book 6337, Page 83 of the Public Records of Palm Beach County, Florida ("Declaration"); and

WHEREAS, pursuant to Article XI of the Articles of Incorporation, the Articles may be amended by a vote of a majority of the Association; and

WHEREAS, a majority of the members of the Association at a meeting of the Members on the 30th day of June, 1998, have voted to amend the Articles of Incorporation as more specifically set forth below.

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

1. Article VII VOTING RIGHTS shall be and is hereby amended as follows:

The Association shall have ~~two (2)~~ one (1) classes of voting members:

~~Class A.~~ Each Lot owner shall be a ~~Class A~~ member. Each ~~Class A~~ Lot Owner shall be entitled to one (1) vote for each Lot owned. When more than one (1) person owns an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. A declaration executed by all interest holders in a Lot designating the person entitled to exercise such vote shall be filed with the Association and may be changed from time to time by an amendment thereto executed by all such interest holders. In the absence of such declaration there shall be no vote for such Lot.

Class B. shall be deleted in its entirety.

2. Article VIII BOARD OF DIRECTORS shall be and is hereby amended as follows:

The affairs of this Association shall be managed by a Board of Directors ("Board") consisting of an odd number with a minimum of either three (3) or five (5) persons with the number of directors determined no later than ninety (90) days prior to the annual meeting. Board members need not be members of the Association. ~~The first Board shall consist of three (3) members. Thereafter, the number of Directors may be increased to five (5) by a majority vote of the Board.~~

The election of Directors, after the first Board, shall be held at the annual meeting (or when Class B membership ceases, at a special meeting of the members called for that purpose). Directors shall be elected for a term expiring on the date of the next annual meeting.

IN WITNESS WHEREOF, they have set their hand and seal as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

EQUESTRIAN CLUB ESTATES
PROPERTY OWNERS ASSOCIATION,
INC., a Florida not-for-profit corporation

[Signature]
Steven Daniels
[Signature]
DAVID N WOLOFSKY

By: [Signature]
Its: President

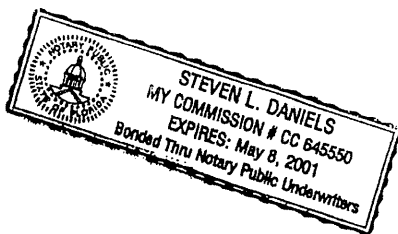
By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 7 day of Dec, 1998, by JASON SHINN and _____, as ~~President and Secretary~~, respectively, of EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. They are personally known to me or have produced _____ as identification.

[Signature]
NOTARY PUBLIC Steven Daniels
My Commission Expires: _____
Commission Number: _____

55040_1



BY-LAWS
OF
EQUESTRIAN CLUB ESTATES
PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC., ("Association"). The principal office of the corporation shall be located at 13420 South Shore Blvd., West Palm Beach, Florida 33414.

ARTICLE II
DEFINITIONS

The definitions contained in the DECLARATION OF MASTER COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EQUESTRIAN CLUB ESTATES ("Declaration"), recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting shall be held at least once each calendar year on a date and at a time to be determined by the Board.

Section 2. Special Meetings. Special meetings may be called at any time by the President, the Board, or upon written request of the members who are entitled to vote one-third (1/3) of all of the votes of the Association.

Section 3. Notice of Meetings. Written notice of each meeting shall be given by, or at the direction of, the Secretary or person authorized to call the meeting. A copy of the Notice shall be mailed, postage prepaid, not less than ten (10) days before such meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient) nor more than sixty (60) days, to each member entitled to vote, addressed to the member's address last appearing on the books of the Association. The notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence, at the meeting of members entitled to cast, by person or proxy, fifty-one percent (51%) of the votes of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. Until Class B

memberships terminate, a majority of the Class B members shall constitute a quorum. If, however, such quorum shall not be present at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 5. Proxies. At all meetings subsequent to the Turnover Date each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of the Lot owned by the member.

Section 6. When a quorum is present at any meeting, a majority of the votes cast by the members entitled to vote present in person or by proxy (as permitted hereby) shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or the Master Documents, a different vote is required, in which case such express provision shall govern and control the decision of such question.

ARTICLE IV BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board consisting of either three (3), or five (5), persons. Board members need not be members of the Association. The first Board shall consist of three (3) members. Thereafter, the number of Directors may be increased to five (5) by a majority vote of the Board.

Section 2. Term of Office. The election of Directors after the first Board shall be held at the annual meeting (or when Class B membership ceases, as provided in ARTICLE VII of the Articles of Incorporation, at a meeting of the members called for that purpose). Directors shall be elected for a term of one (1) year (except that the first term may be for one (1) year plus the number of months until the first annual meeting [if less than one (1) year]).

Section 3. Removal. After the first Board, any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. Any vacancy in the first Board may be filled by, and any member of the first Board may be removed by, Declarant. In the event of death, resignation or removal of a Director, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the replaced Director.

Section 4. Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred as a Director.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action without a meeting by obtaining the written approval of the required number of the Directors. Any action so approved shall have the same effect as through taken at a meeting of the Directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

The nomination and election of Directors shall be conducted as follows:

Section 1. Nomination. Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) members of the Association. The Nominating Committee shall be appointed by the Board at least sixty (60) days prior to each annual meeting to serve until the close of that annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all members present. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. The person(s) receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held, unless waived, not less than every three (3) months. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than three (3) days' notice. Noticed may be waived. Attendance shall be a waiver.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board. If a quorum is not present at any meeting the Board members entitled to vote thereat shall have the power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum is present.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD

Section 1. Powers. The Board shall have the powers reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) To cause the Association to exercise all powers, duties and authority vested in or delegated to the Association in these By-Laws, the Articles of Incorporation and the Declaration;

(b) To adopt, publish, promulgate and enforce rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members of their guests thereon, and to establish penalties and/or fines for the infraction thereof;

(c) To suspend the voting rights and right of use of the Common Area of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association;

(d) To declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular Board meetings;

(e) To employ, on behalf of the Association, managers, independent contractors, or such other employees as they deem necessary, to prescribe their duties and delegate to such manager, contractor, etc. any or all of the duties and functions of the Association and/or its officers;

(f) To acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including Lots and Common Area and with any other matters involving the Association, on behalf of the Association, as may be necessary or convenient for the operation and management of the Association and in accomplishing the purposes set forth in the Declaration;

(g) To grant licenses, easements, permits, leases, or privileges to any individual or entity, including non-lot owners, which affect Common Areas or the Properties and to alter, add to, relocate or improve Common Areas.

(h) To enter into agreements, to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities, whether or not the lands or facilities are contiguous to the Properties, if they are intended to provide enjoyment, recreation, or other use or benefit to the Owners. The rental, membership fees, operations, replacements, and other expenses may be declared to be common expenses of the Association.

ARTICLE VIII
OBLIGATIONS OF ASSOCIATION

Section 1. Duties. The Association, subject to the provisions of the Declaration, shall discharge such duties as necessary to operate the Association, including, but not limited to, the following:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) Fix and collect the amount of the annual and other assessments against each Lot;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by for the issuance of a certificate. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate bonds, liability, hazard, property and/or casualty insurance, as required;

(f) Administer the reconstruction of improvements after casualty;

(g) Maintain those areas and Common Areas, as required.

(h) Enforce the provisions of the Declaration, Articles of Incorporation and these By-Laws.

ARTICLE IX
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President, who shall at all times be a member of the Board, a Secretary, and a Treasurer. The Board may create such other offices from time to time.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Association.

Section 3. Term. The officers of this Association shall hold office until the next Annual Meeting unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and

perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. The acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

The President shall preside at all meetings of the members and Board, sign all leases, mortgages, deeds and other written instruments, co-sign all checks and promissory notes and perform such other duties as may be required by the Board.

VICE-PRESIDENT

The Vice-President, if any, shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and perform such other duties as may be required by the Board.

SECRETARY

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties as required by the Board.

TREASURER

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; sign all promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; prepare an annual budget and a

statement of income and expenditures to be presented to the membership at the annual meeting, and deliver a copy of each to the members; sign all checks, provided, however, that this may be delegated to a management company selected in accordance with the Declaration and Articles of Incorporation of the Association, under the treasurer's supervision; and perform such other duties as required by the Board.

ARTICLE X COMMITTEES

The Board shall appoint such committees as deemed appropriate. The Board shall fill any vacancies on all committees, as provided in the Declaration, and appoint the Nominating Committee, as provided in these By-Laws.

ARTICLE XI BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to reasonable inspection by any member. The Declaration, Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased, by such member, at a reasonable cost.

ARTICLE XII ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay assessment to the Association. The assessments are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a late fee of \$25.00, per month, (beginning from the due date) may be levied by the Board. The Association may bring an action at law against the Owner obligated to pay assessments and/or late fees and/or foreclose the lien against the property, for assessments, late fees, interest, costs and reasonable attorneys' fees incurred by the Association in connection with collection. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Area or abandonment of a Lot.

ARTICLE XIII CORPORATE SEAL

The Association shall have an impression seal in circular form.

ARTICLE XIV AMENDMENTS

Section 1. These By-Laws may be amended, altered or rescinded at a regular or special meeting of the members, by a vote of a

majority of all of members of the Association. No amendment, alteration or recession shall be made which shall adversely affect the interests of Declarant without the written consent of Declarant being first obtained, as provided in the Articles of Incorporation.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these By-Laws, the most restrictive thereof shall control.

ARTICLE XV
MISCELLANEOUS

The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

IN WITNESS WHEREOF, the foregoing were adopted as the By-Laws of EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC.

BY: Laurance M. Howard
Secretary

DESCRIPTION

TRACT E OF PALM BEACH POLO EQUESTRIAN CLUB PLAT NO. 3 OF WELLINGTON COUNTRYPLACE, P.U.D., AS RECORDED IN PLAT BOOK 61 PAGES 114 AND 115 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND IN SECTION 20, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.

BEGINNING AT THE SOUTHEAST CORNER OF TRACT E, AS SHOWN ON PALM BEACH POLO EQUESTRIAN CLUB PLAT NO. 3 OF WELLINGTON COUNTRYPLACE, P.U.D., AS RECORDED IN PLAT BOOK 61 PAGES 114 AND 115 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH $00^{\circ}51'46''$ WEST ALONG THE WEST RIGHT OF WAY LINE OF EQUESTRIAN CLUB ROAD AS SHOWN ON EQUESTRIAN CLUB ESTATES - PLAT NO. 1 OF PALM BEACH POLO AND COUNTRY CLUB, WELLINGTON COUNTRYPLACE - P.U.D., AS RECORDED IN PLAT BOOK , PAGE THROUGH OF SAID PUBLIC RECORDS, A DISTANCE OF 134.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 600.0 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF $24^{\circ}30'02''$, A DISTANCE OF 256.57 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $25^{\circ}21'48''$ WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 90.16 FEET; THENCE NORTH $48^{\circ}10'00''$ WEST ALONG THE BOUNDARY OF EQUESTRIAN CLUB ESTATES - PLAT NO. 2 OF PALM BEACH POLO AND COUNTRY CLUB, WELLINGTON COUNTRYPLACE - P.U.D., AS RECORDED IN PLAT BOOK , PAGE THROUGH OF SAID PUBLIC RECORDS, A DISTANCE OF 701.94 FEET; THENCE SOUTH $89^{\circ}37'49''$ EAST ALONG THE SOUTH BOUNDARY OF SAID PALM BEACH POLO EQUESTRIAN CLUB PLAT NO. 3, A DISTANCE OF 621.44 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT those portions hereof dedicated to the Equestrian Club Estates Property Owners Association, Inc. and the Wellington Countryplace Property Owner's Association, Inc., which shall be perpetually maintained by the respective Associations, according to Equestrian Club Estates Plat No. 4 of Palm Beach Polo and Country Club, Wellington Countryplace PUD.

Shapiro & Miller, P.A.
400 Australian Ave. South
Suite 700
West Palm Beach, FL 33401

JOINDER OF MORTGAGEE IN
DECLARATION OF MASTER COVENANTS

BARNETT BANK OF PALM BEACH COUNTY, the owner and holder of a mortgage encumbering portions of the land described in Exhibit A attached to the Declaration of Master Covenants, Conditions and Restrictions for Equestrian Club Estates made by Equestrian Group, Ltd. hereby consents to and joins in said Declaration, recorded at ORB 6337, Page 83 of the Public Records of Palm Beach Cty.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by BARNETT BANK OF PALM BEACH COUNTY, or the priority of the lien created thereby and the sole purpose of this Joinder is the acknowledge the consent of said Mortgagee to the Declaration as hereinabove provided.

EXECUTED this 1st day of February, 1990.

WITNESSES:

BARNETT BANK OF PALM BEACH COUNTY
Mortgagee

Bryckels Reyes
Samula T. Hart

By: Bruce Palma
Attest: [Signature]

STATE OF FLORIDA
COUNTY OF Palm Beach

(Corporate Seal)

The foregoing Joinder of Mortgagee in Declaration of Master Covenants was acknowledged before me this 1st day of February, 1990, by Bruce Palma and Ted C. Burnette on behalf of Barnett Bank of Palm Beach County.

Samula T. Hart
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB 7 1993
BONDED THRU GENSTAT

This Instrument Prepared by
and Return to:
Steven L. Daniels, Esquire
SACHS & SAX, P.A.
P. O. Box 810037
Boca Raton, Florida 33481-0037

AMENDMENT TO THE
BY-LAWS FOR
EQUESTRIAN CLUB ESTATES
PROPERTY OWNERS ASSOCIATION, INC.

THIS AMENDMENT to the By-Laws of EQUESTRIAN CLUB ESTATES
PROPERTY OWNERS ASSOCIATION, INC. ("By-Laws") is made this 13th
day of February, 1995, by THE BOARD OF DIRECTORS OF EQUESTRIAN
CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-
profit corporation.

W I T N E S S E T H :

WHEREAS, the By-Laws were recorded on January 30, 1990 as
Exhibit "C" to the Declaration of Master Covenants, Conditions and
Restrictions for Equestrian Club Estates in Official Records Book
6337, Page 83, et seq., in the Public Records of Palm Beach County,
Florida ("Declaration"); and

WHEREAS, for purposes of this Amendment to the By-Laws,
defined terms used herein shall have the same meaning as set forth
in Article I of the Declaration, as amended; and

WHEREAS, pursuant to Article XIV of the By-Laws, the By-
Laws may be amended by a vote of a majority of all members of the
Association; and

WHEREAS, a majority of the members of the Association at
a meeting of the Members on the 25th day of January, 1995,
have voted to amend the By-Laws as more specifically set forth
below.

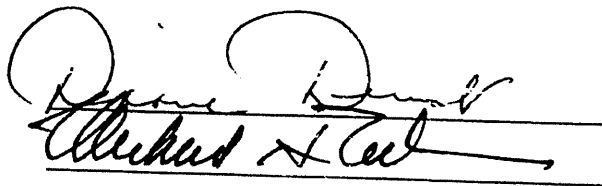
NOW, THEREFORE, the By-Laws are hereby amended as
follows:

1. Article IV, Section 1 shall be amended as follows:

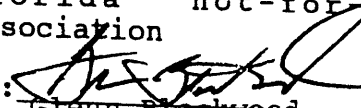
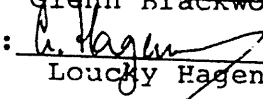
"The affairs of the Association shall be managed by
a Board consisting of ~~either three (3), or five~~
~~(5), persons seven (7) Directors.~~ Board members
need not be members of the Association. ~~The first~~
~~Board shall consist of three (3) members.~~
~~Thereafter, the number of Directors may be~~
~~increased to five (5) by a majority vote of the~~
Board."

IN WITNESS WHEREOF, they have set their hand and seal as
of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:



EQUESTRIAN CLUB ESTATES PROPERTY
OWNERS ASSOCIATION, INC., a
Florida not-for-profit
Association


By: 
Glenn Blackwood President
By: 
Loucky Hagen Secretary

STATE OF FLORIDA)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this
13th day of February, 1995, by Glenn Blackwood
and Loucky Hagen-Groosman, as President and Secretary,
respectively, of EQUESTRIAN CLUB ESTATES PROPERTY OWNERS
ASSOCIATION, INC., a Florida not-for-profit Association. They are
personally known to me ~~or have produced~~ _____
as identification.

Cheryl Lee Hoste

NOTARY PUBLIC
PRINT/STAMP/TYPE NAME: Cheryl Lee Hoste
COMMISSION EXPIRES:
COMMISSION NUMBER:

 **CHERYL LEE HOSTE**
MY COMMISSION # CC 180350 EXPIRES
April 26, 1996
BONDED THRU TROY FAUL INSURANCE, INC.

This instrument prepared by
and return to:
Steven L. Daniels, Esquire
Armstein & Lehr
433 Plaza Real, Suite 275
Boca Raton, FL 33432

**AMENDMENT TO BY-LAWS OF
EQUESTRIAN CLUB ESTATES
PROPERTY OWNERS ASSOCIATION, INC.**

THIS AMENDMENT to the By-Laws of EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC. ("By-Laws") is made this 7 day of DECEMBER, 1998, by THE BOARD OF DIRECTORS OF EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation.

WITNESSETH:

WHEREAS, the By-Laws were recorded as Exhibit "C" to the Declaration of Master Covenants, Conditions and Restrictions for Equestrian Club Estates recorded on January 30, 1990 in Official Records Book 6337, Page 83 of the Public Records of Palm Beach County, Florida ("Declaration"); and

WHEREAS, the By-Laws was subsequently amended by instrument recorded on the following date at the following official record books and page:

March 1, 1995

ORB 8638, Pg. 371

All recording being in the Public Records of Palm Beach County, Florida; and

WHEREAS, for purposes of this Amendment to the By-Laws, defined terms used herein shall have the same meaning as set forth in Article I of the Declaration, as amended; and

WHEREAS, pursuant to Article XIV of the By-Laws, the By-Laws may be amended by a vote of a majority of all members of the Association; and

WHEREAS, a majority of the members of the Association at a meeting of the Members on the 30th day of June, 1998, have voted to amend the By-Laws as more specifically set forth below.

NOW, THEREFORE, the By-Laws are hereby amended as follows:

1. Article III MEETING MEMBERS shall be and is hereby amended as follows:

Section 4. Quorum. The presence, at the meeting of members entitled to cast, by person or proxy, ~~fifty-one~~ thirty percent (~~51%~~) (30%) of the votes of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. ~~Until Class B memberships terminate, a majority of the Class B members shall constitute a quorum.~~ If, however, such quorum shall not be present at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum is present.

2. Article IV BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE shall be and is hereby amended as follows:

Section 1. shall be amended as follows:

"The affairs of the Association shall be managed by a Board consisting of, an odd number with a minimum of seven (7) five (5) Directors. Board members need not be members of the Association."

Section 2. Term of Office. The election of Directors after the first Board shall be held at the annual meeting ~~(or when Class B membership ceases, as provided in ARTICLE VII of the Articles of Incorporation, at a meeting of the members called for that purpose)~~. Directors shall be elected for a term of one (1) year ~~(except that the first term may be for one (1) year plus the number of months until the first annual meeting [if less than one (1) year])~~.

3. Article VI MEETING OF DIRECTORS shall be and is hereby amended as follows:

Section 1. Regular Meetings. Regular meetings of the Board shall be held, ~~unless waived, not less than every three (3) months~~ as often as deemed necessary by the Board, but at least three times annually.

4. Article VII POWERS AND DUTIES OF THE BOARD shall be and is hereby amended as follows:

Section 1. Powers.

(b) To adopt, publish, promulgate and enforce rules and regulations governing the use of the Common Areas, the Restricted Common Property and facilities, and to establish penalties and/or fines for the infraction thereof;

(c) To suspend the voting rights and right of use of the Common Area, the Restricted Common Property of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association;

(f) To acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including Lots, Restricted Common Property and Common Area and with any other matters involving the Association, on behalf of the Association, as may be necessary or convenient for the operation and management of the Association and in accomplishing the purposes set forth in the Declaration;

(g) To grant licenses, easements, permits, leases, or privileges to any individual or entity, including non-lot owners, which affect Common Areas or the Properties and to alter, add to, relocate or improve Common Areas, and Restricted Common Property.

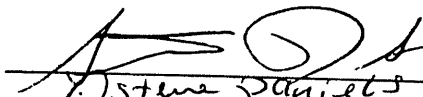
5. Article VIII OBLIGATIONS OF ASSOCIATION shall be and is hereby amended as follows:

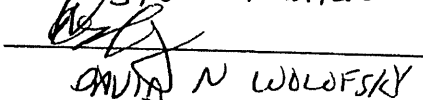
Section 1. Duties.

(g) Maintain those areas and Common Areas and Restricted Common Property, as required.

IN WITNESS WHEREOF, they have set their hand and seal as of the day and year first above written.

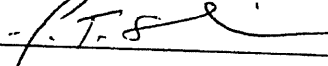
Signed, Sealed and Delivered
in the Presence of:



STEVEN DANIELS


ANITA N. WOLOFSKY

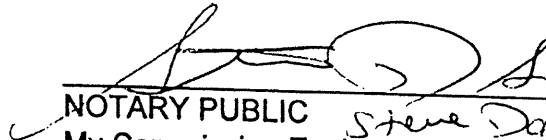
EQUESTRIAN CLUB ESTATES
PROPERTY OWNERS ASSOCIATION,
INC., a Florida not-for-profit corporation

By: 

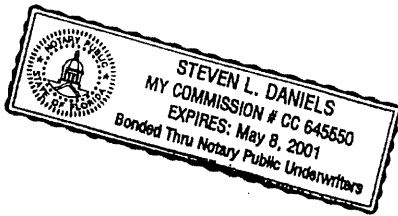
Its: PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 7 day of Dec, 1998, by Tasen Shin, as President of EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation who is personally known to me or has produced _____ as identification.


NOTARY PUBLIC Steven Daniels
My Commission Expires: _____
Commission Number: _____

55035_1



This instrument prepared by
and return to:
Steven L. Daniels, Esquire
Amstein & Lehr
515 North Flagler Drive, 6th Floor
West Palm Beach, FL 33401

AMENDMENT TO BY LAWS OF
EQUESTRIAN CLUB ESTATES
PROPERTY OWNERS ASSOCIATION, INC.

THIS AMENDMENT to the BY LAWS of EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC. ("By Laws") is made this 24th day of October, 2012, by THE BOARD OF DIRECTORS OF EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation.

WITNESSETH:

WHEREAS, the By Laws were recorded as Exhibit "C" to the Declaration of Master Covenants, Conditions and Restrictions for Equestrian Club Estates recorded on January 30, 1990 in Official Records Book 6337, Page 83 of the Public Records of Palm Beach County, Florida ("Declaration"); and

WHEREAS, the By Laws were subsequently amended by instrument recorded on the following dates at the following official record books and page:

March 1, 1995	ORB 8638, Page 371
December 11, 1998	ORB 10808, Page 529
June 3, 2003	ORB 15313, Page 1005

All recordings being in the Public Records of Palm Beach County, Florida; and

WHEREAS, for purposes of this Amendment to the By Laws, defined terms used herein shall have the same meaning as set forth in Article I of the Declaration, as amended; and

WHEREAS, pursuant to Article XIV of the By Laws, the By Laws may be amended by a vote of a majority of all members of the Association; and

WHEREAS, a majority of the members of the Association either at a meeting of the Members or by written instrument, have voted to amend the By Laws as more specifically set forth below.

NOW, THEREFORE, the By Laws are hereby amended as follows:

1. Article iv BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE shall be and is hereby amended as follows:

Section 2. shall be amended as follows:

"The election of Directors after the first Board shall be held at the Annual Meeting. Directors shall be elected for a term of one (1) year. At the Annual Meeting in 2013, two (2) Directors shall be elected for a one (1) year term and three (3) Directors shall be elected for a two (2) year term. Which candidates serve which term is to be determined by a the Board of Directors prior to the 2013 Annual Meeting. Thereafter, at the Annual Meeting, Directors whose term expires shall be elected for two (2) year terms."

IN WITNESS WHEREOF, they have set their hand and seal as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

corporation

Diane Patterson
DIANE PATTERSON
Mark Hoffman
MARK HOFFMAN

EQUESTRIAN CLUB ESTATES
PROPERTY OWNERS ASSOCIATION,
INC., a Florida not for profit

By: [Signature]
Its: PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day October, 2012, by Lynda Sirota, as President of EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation who is personally known to me or has produced _____ as identification.



LISA JEAN TURNER
MY COMMISSION # DD 028614
EXPIRES: February 6, 2013
Bonded Thru Budget Notary Services

[Signature]
NOTARY PUBLIC
My Commission Expires: 2/6/13
Commission Number: 828614

This instrument prepared by
and return to:
Steven L. Daniels, Esquire
Amstein & Lehr
515 North Flagler Drive, 8th Floor
West Palm Beach, FL 33401

**AMENDMENT TO BY-LAWS OF
EQUESTRIAN CLUB ESTATES
PROPERTY OWNERS ASSOCIATION, INC.**

THIS AMENDMENT to the By-Laws of EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC. ("By-Laws") is made this ____ day of March, 2003, by THE BOARD OF DIRECTORS OF EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation.

WITNESSETH:

WHEREAS, the By-Laws were recorded as Exhibit "C" to the Declaration of Master Covenants, Conditions and Restrictions for Equestrian Club Estates recorded on January 30, 1990 in Official Records Book 6337, Page 83 of the Public Records of Palm Beach County, Florida ("Declaration"); and

WHEREAS, the By-Laws was subsequently amended by instrument recorded on the following dates at the following official record books and page:

March 1, 1995 ORB 8638, Page 371

December 11, 1998⁵ ORB 10808, Page 529

All recordings being in the Public Records of Palm Beach County, Florida; and

WHEREAS, for purposes of this Amendment to the By-Laws, defined terms used herein shall have the same meaning as set forth in Article I of the Declaration, as amended; and

WHEREAS, pursuant to Article XIV of the By-Laws, the By-Laws may be amended by a vote of a majority of all members of the Association; and

WHEREAS, a majority of the members of the Association at a meeting of the Members on the 7th day of March, 2003, have voted to amend the By-Laws as more specifically set forth below.

NOW, THEREFORE, the By-Laws are hereby amended as follows:

1. Article IV BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE shall be and is hereby amended as follows:

Section 1. shall be amended as follows:

"The affairs of the Association shall be managed by a Board consisting of, an odd number with a minimum of five (5) Directors. Board members must need not be members of the Association."

IN WITNESS WHEREOF, they have set their hand and seal as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Robert Zulli

EQUESTRIAN CLUB ESTATES
PROPERTY OWNERS ASSOCIATION,
INC., a Florida not-for-profit corporation

By: Carol Coleman, Pres

Its: Pres.

STATE OF FLORIDA
COUNTY OF PALM BEACH

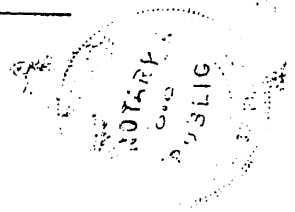
The foregoing instrument was acknowledged before me this 5 day of May 2003, by Carol Coleman, as President of EQUESTRIAN CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation who is personally known to me or has produced Driver's License as identification.



Jeanne Schumacher
My Commission DD186778
Expires March 25, 2007

Jeanne Schumacher
NOTARY PUBLIC

My Commission Expires: _____
Commission Number: _____



138110_1

This is not a certified copy

EXHIBIT "B"

Parcels affected by Revitalized Master Covenants:

1. Lots 1 through 25 inclusive, of the Plat of Equestrian Club Estates – Plat No. 1 recorded in Plat Book 64 at Page 187 of the Public Records of Palm Beach County, Florida.
2. Lots 1 through 39 inclusive, of the Plat of Equestrian Club Estates – Plat No. 2 recorded in Plat Book 64 at Page 190 of the Public Records of Palm Beach County, Florida.
3. Lots 1 through 34 inclusive, of the Plat of Equestrian Club Estates – Plat No. 3 recorded in Plat Book 64 at Page 193 of the Public Records of Palm Beach County, Florida.
4. All of Plat No. 4 recorded in Plat Book 66 at Page 98 of the Public Records of Palm Beach County, Florida.

Ron DeSantis
GOVERNOR



Meredith Ivey
ACTING SECRETARY

EXHIBIT "C"

May 5, 2023

Steven L. Daniels, Esq.
Saul Ewing Arnstein & Lehr, LLP
515 North Flagler Drive, Suite 1400
West Palm Beach, Florida 33401

**Re: Equestrian Club Estates Property Owners Association, Inc.; Approval
Determination Number: 23078**

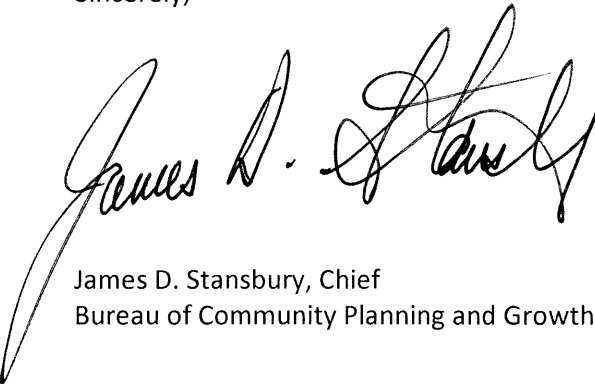
Dear Mr. Daniels:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Equestrian Club Estates Property Owners Association, Inc (Association) and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/bp/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org | www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.