

EXHIBIT B

MEMBERSHIP AGREEMENT

IMPORTANT THE FAILURE TO EXECUTE THIS MEMBERSHIP AGREEMENT
RENDERS ANY ATTEMPTED TRANSFER NULL AND VOID.

WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC.

THIS MEMBERSHIP AGREEMENT is made this ____ day of
____, 19____, by the undersigned _____

(hereinafter collectively and individually "Purchaser") in favor
of WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC., a Florida
Nonprofit Corporation (hereinafter the "Association") as follows:

1. Recitals. Purchaser is purchasing a single-family
dwelling (hereinafter the "Residence") in the planned development
known as WELLINGTON DOWNS OF WELLINGTON - P.U.D., Palm Beach
County, Florida, described as Lot _____ of WELLINGTON DOWNS OF
Wellington - P.U.D., as recorded in Plat Book 63, Page 175, Public
Records of Palm Beach County, Florida, and commonly known by its
street address of _____,
The Residence is subject to, among other things, that certain
Declaration of Restrictions recorded on _____
in Official Record Book _____, Pages _____ to _____ inclusive,
Public Records of Palm Beach County (hereinafter the "Declaration")
which Declaration is incorporated herein by this reference with the
same force and effect as if fully set forth herein. The Declaration
requires, among other things, that Purchaser shall execute this
Membership Agreement, in consideration of which Purchaser shall be
furnished a Certificate of Compliance in recordable form, as
provided in the Declaration.

2. Membership. Simultaneously with Purchaser obtaining
ownership of the Residence, Purchaser shall be a member of the
Association and First Wellington, Inc. (hereinafter the "Property
Owners Association") and is both a "member" and an "Owner" as those
terms are defined in the Declaration. As such Purchaser is subject
to the Articles of Incorporation (the "Articles") and the Bylaws
(the "Bylaws") of the Association and the Articles and Bylaws of
the Property Owners Association and any "Association Rules" or
other rules and regulations adopted pursuant to the Declaration and
the Bylaws. (the Declaration, Articles, Bylaws, Association Rules
and other duly adopted rules and regulations of the Association and
the Property Owners Association are hereinafter collectively
referred to as the "Management Documents").

3. Rights and Duties. Purchaser's ownership of the
Residence and membership in the Association renders Purchaser
subject to all of the duties, obligations, restrictions and
liabilities of an Owner and a Member under any of the foregoing,
whether or not specifically enumerated in this Membership
Agreement. Purchaser hereby agrees to perform such duties and
obligations, to discharge such liabilities and to be subject to
such restrictions as provided in the Management Documents.

4. Assessments. Purchaser hereby agrees to pay to
Association and the Property Owners Association each and every
Assessment levied by the Association and the Property Owners
Association on Purchaser pursuant to the Declaration or the other
Management Documents. In the event of any delinquency in the
payment of any Assessment levied on Purchaser, in addition to any
remedy authorized by law or the Management Documents the
Association and the Property Owners Association may at their option
enforce any such delinquent Assessment by bringing an action at
law, by foreclosing the Assessment lien provided in the Declaration
by judicial action or by proceeding under the power of sale
provided in the Declaration. Any judgment rendered in any such
action or the amount paid to the Association or the Property Owners
Association from the proceeds of such sale shall include the amount
of the delinquency, interest on the unpaid Assessment, a late

charge, attorneys' fees, court costs, expenses of collection and any other amounts or charges specified in the Declaration.

5. Designation for Vote. As provided in the Management Documents, each of the persons herein referred to as a Purchaser shall be an Owner and a Member. However, only one (1) vote shall be cast with respect to the Residence. The person signing this Membership Agreement on the appropriately indicated signature line below is hereby designated as the person who shall deliver the vote or written assent for any matter on which Purchaser is entitled to vote under the management Documents. The Association shall not be required to recognize or accept the vote or written assent of any other person herein termed a Purchaser unless all of the undersigned execute and deliver to the Association a writing designating another Purchaser to deliver the vote or written assent attributable to the Residence.

6. Responsibilities Upon Transfer. Upon the transfer of Purchaser's interest in the Residence, Purchaser shall notify the Association in writing, of the name of the person or persons to whom Purchaser is transferring the Residence. Purchaser shall also notify such transferee of such transferee's obligation to execute and deliver a Membership Agreement to the Association. On or before the effective date of such transfer, Purchaser shall return to the Association any key, membership card or other token evidencing or facilitate the right to use any recreational or other facility or service owned or operated by the Association, and Purchaser shall not deliver any such token or replica thereof to Purchaser's transferee. If Purchase transferor has not returned any such key, membership card or other token to the Association, Purchaser agrees that the Association may charge Purchaser a fee for any key, membership card or other token issued to Purchaser by the Association.

7. Architectural Control. Purchaser hereby acknowledges that the Declaration provides for architectural control by the Architecture Review Board (hereinafter the "ARB") over the Residence. As provided in the Declaration, the Board of Directors of the Association and ARB may adopt Architectural Standards which may require Purchaser, among other things, to submit plans and specifications for approval by said ARB prior to commencing any work of improvement on the Residence. Purchaser hereby agrees to be bound by all of the provisions of the Declaration relating to architectural control.

8. Estoppel Certificate. Purchaser acknowledges that the Declaration provides that Purchaser, or Purchaser's transferor, may obtain from the Association, upon payment of a reasonable charge a written statement setting forth whether Assessments on the Residence have been paid, and the amount of delinquency, if any.

9. Amendment of Management Documents; Conflicts. As used herein, "Management Documents" shall include any duly adopted amendments thereto, and the designation individually used for any of the documents collectively referred to herein as Management Documents shall likewise include any duly adopted amendment. Any inconsistency between any of the Management Documents and this Membership Agreement shall be resolved in favor of the Management Documents.

IN WITNESS WHEREOF, the undersigned have executed this Membership Agreement on the day and year first above written.

The person signing on this line shall be designated to give the vote or written assent attributed to the Residence, as provided in Section 5 above.

(Voting Member)

(Purchaser)

(Purchaser)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was executed and acknowledged before me, the undersigned authority, this ____ day of _____, 1989, by _____.

Notary Public
My commission expires:

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was executed and acknowledged before me, the undersigned authority, this ____ day of _____, 1989, by _____.

Notary Public
My commission expires: