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**AMENDED AND RESTATED BYLAWS OF**  
**PALM BEACH POLO AND COUNTRY CLUB**  
**PROPERTY OWNERS' ASSOCIATION, INC.**

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#### EXHIBITS

Exhibit "A" - Description of Property Subject to Bylaws  
Exhibit "B" - Description of Country Club Facilities

**AMENDED AND RESTATED BYLAWS OF  
PALM BEACH POLO AND COUNTRY CLUB  
PROPERTY OWNERS' ASSOCIATION, INC.**

Palm Beach Polo Holdings, Inc., a Florida corporation ("Declarant") hereby makes and adopts these Amended and Restated By-Laws of Palm Beach Polo and Country Club Property Owners' Association, Inc., a Florida corporation not for profit (the "Association").

**RECITALS**

A. The Restated By-Laws of the Association are set forth as Exhibit "B" to that certain Certificate of Restatement of Articles of Incorporation and By-Laws of Palm Beach Polo and Country Club Property Owners' Association, Inc. recorded June 26, 1987 in Official Records Book 5331, Page 1737 of the Public Records of Palm Beach County, Florida. Said Restated By-Laws were then amended by First Amendment recorded in Official Records Book 5455, page 525; Second Amendment recorded in Official Records Book 5755, Page 1303; Third Amendment recorded in Official Records Book 6663, Page 784 and Fourth Amendment recorded in Official Records Book 6826, Page 1150, all of the Public Records of Palm Beach County, Florida. The Restated By-Laws, as amended as aforesaid, are referred to herein as the "Old By-Laws".

B. The undersigned's predecessor executed and recorded that certain Declaration of Master Covenants, Conditions and Restrictions of Palm Beach Polo and Country Club on June 26, 1987 in Official Records Book 5331, Page 1589 of the Public Records of Palm Beach County, Florida, as amended by First Amendment recorded in Official Records Book 5455, Page 523; Second Amendment recorded in Official Records Book 5755, Page 1305; Third Amendment recorded in Official Records Book 6663, Page 782 and Fourth Amendment recorded in Official Records Book 6826, Page 1150, all of the Public Records of Palm Beach County, Florida. The aforesaid Declaration, as amended as aforesaid, is referred to herein as the "Declaration".

C. The Old By-Laws and the Declaration encumber, inter alia, the property located in Palm Beach County, Florida and described in Exhibit "A" attached hereto and incorporated herein by this reference.

D. The undersigned is the successor and assignee of Landmark Land Company of Florida, Inc., the party having adopted (either directly or through its votes as a member of the Association) the Old By-Laws and the aforesaid Declaration, as amended.

E. As such, the Declarant has the unilateral right to amend the By-Laws per Section XVII, Section 17.1 thereof and the aforesaid Declaration by virtue of Article XVII, Section 17.1 thereof.

F. Declarant has determined that the Old By-Laws and the Declaration, including

the four (4) amendments thereto, are overlapping and duplicative and, in light thereof, as well as the existence of several amendments as aforesaid, create a likelihood of causing confusion to the parties bound thereby.

G. Declarant has therefore determined that the Old By-Laws and the Declaration should be combined into but one document consisting of the Amended and Restated By-Laws hereinafter set forth.

H. In doing so, the Declarant has also determined that certain amendments to the By-Laws are required to reflect the current plan and method of development and operation of Palm Beach Polo and Country Club (as defined herein).

**NOW, THEREFORE**, in consideration of the foregoing and by virtue of the authority of Declarant as set forth above, the Old By-Laws and the Declaration are hereby merged, consolidated, amended and restated as follows:

## ARTICLE I

### DEFINITIONS

1.1 Terms. The use of all capitalized or proper terms in these Bylaws shall be governed by the definitions in this paragraph.

(a) "Articles" - the Restated Articles of Incorporation of the Association and all amendments thereto as shown in the office of the Secretary of State of Florida from time to time.

(b) "Association" or "Master Association" - Palm Beach Polo and Country Club Property Owners' Association, Inc., a Florida corporation not for profit.

(c) "Board of Directors" or "Directors" - Board of Directors of Association.

(d) "Bylaws" - these Restated Bylaws and all amendments thereto as shown in the records of the Association.

(e) "Common Property" - those tracts of land, together with any improvements thereon, that are dedicated, deeded, leased or otherwise conveyed (including, without limitation, conveyance of an easement) to the Association and designated in said dedication, deed, lease or conveyance as "Common Property". 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 same. Common Property shall not include those tracts of land falling within the definition of "Restricted



**Common Property".**

(f) "Country Club Facilities" - those golf, tennis, polo, swim, croquet, fitness, food and beverage and other facilities at any time and from time to time geographically located within or adjacent to the Properties and existing for the social and recreational use of its country club members, guests, invitees and employees. Such facilities are shown in the depiction set forth as Exhibit "B" attached hereto and incorporated herein by this reference. For purposes of these Bylaws, any sales and/or administrative facility (and the surrounding grounds) shall be considered part of the Country Club facilities, even if under ownership which is different from the Country Club Facilities.

(g) "Declarant" - Palm Beach Polo and Country Club Holdings, Inc., a Florida corporation, its successors and such of its assigns to which all or any portion of Declarant's rights hereunder are assigned. Declarant may assign all or any portion of its rights hereunder in toto or with respect to any specified portion of the Properties, in any such case by written assignment recorded in the Public Records of Palm Beach County, Florida. No such assignment shall vest in any assignee any rights not specifically assigned therein or any rights assigned therein applicable to property not described in the instrument of assignment. Any such assignment may be made on an exclusive or non-exclusive basis and, unless otherwise stated, such an assignment will be non-exclusive as between Declarant and the assignee.

(h) "Declaration" - any declaration of covenants, conditions and restrictions applicable to all or any portion of Palm Beach Polo and Country Club other than any such document under which the Association does not have rights of enforcement.

(i) "Institutional Lender" - shall mean and refer to the owner and holder of a first mortgage encumbering a Residential Unit or any other portion of the Properties, 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.

(j) "Master Documents" - the Articles, the Bylaws and any other document governing, binding or administered by the Association (but not including any of same for a Neighborhood Association).

(k) "Member" - shall mean and refer to all those persons described in Article IV hereof.

(l) "Neighborhood Association" - a condominium or homeowners association formed for the administration of Residential Units, other than the Association.

(m) "Owner" - shall mean and refer to the record title holder(s) as shown by the Public Records of Palm Beach County, Florida (whether it be the Declarant, one or more persons, firms, associations, corporations or other legal entities) of fee simple title to any

Residential Unit or Residential Property located within the Properties. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

(n) The "Properties" or "Palm Beach Polo and Country Club" - the real property described in Exhibit "A", attached hereto and incorporated herein by this reference, including and/or excluding such property annexed or deannexed in accordance with the terms and conditions hereof.

(o) "Residential Property" - real property owned by Declarant that has not been subdivided into Residential Units by any plat, declaration of condominium or similar instrument.

(p) "Residential Unit" - any lot platted for the construction of improved single or multi-family dwelling units or a condominium parcel (as defined in Fla. Stat. 718.103) created by a recorded declaration of condominium.

(q) "Restricted Common Property" - 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. In addition to the foregoing methods, "Restricted Common Property" may be created by separate instrument executed by Declarant for the purpose of establishing such "Restricted Common Property" and designating the portion of the Properties to which it is appurtenant.

(r) "Special Assessments" - shall be as defined in Section 11.8.

(s) "Turnover" - shall mean and refer to the transfer of operation of the Association by Declarant upon the event described in Section 8.3

(t) "Voting Member" - shall mean and refer to any person entitled to cast a vote in Association matters as determined herein.

## ARTICLE II

### PROPERTY SUBJECT TO THESE BYLAWS

2.1 Properties. Subject to Declarant's rights of annexation and deannexation as set forth herein, the real property that shall be held, transferred, sold, conveyed, given, donated, leased and/or occupied subject hereto is described in Exhibit "A" hereto. Declarant intends to develop the Properties in accordance with a plan of development, but reserves the right to review and modify same from time to time at its option and without the consent or approval of the 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 such plan of development regardless of the fact that such actions may alter the relative voting strength of the membership of the Association. The foregoing is subject, however, to the limitation that any change in Declarant's plan of development shall not be unequivocally, contrary to the general, uniform scheme of development of the Properties, but any act which is finally determined by a court of competent jurisdiction to exceed such limitation shall not void or impair Declarant's rights hereunder except in such specific instance.

Any property previously described in the Old By-Laws or the Declaration which is not described in Exhibit "A" shall not be subject hereto and shall be deemed withdrawn from the covenants, restrictions, easements, changes, lien and jurisdiction thereof and hereof.

2.2 Further Restrictive Covenants. Declarant, or an Owner of Residential Property with Declarant's written consent, may, as to property owned by it, record further restrictive covenants, Declarations of Condominium, pertaining to homeowner associations or plats as to any of the Properties. Further, Declarant may do so as well in order to reflect any unusual or unique aspects of any portion of the Properties.

## ARTICLE III

### OFFICES

3.1 Principal Office. The principal office of the Association shall be in the Properties, Palm Beach County, Florida, or such other place in Palm Beach County, Florida, as the Board of Directors shall determine.

3.2 Registered Office. For the purpose of service of process, the Association shall designate a registered agent, which designation may be changed from time to time and the office of the registered agent shall be deemed an office of the Association for the purpose of service of process.

## ARTICLE IV

### MEMBERSHIP

4.1 Members. The Members of the Association shall be Declarant and all other record title holders of real property within the Properties.

4.2 Evidence of Membership. Membership in the Association by record title holders of real property within the Properties shall be established by deed or other instrument of conveyance recorded in the Public Records of Palm Beach County, Florida. Each record title holder by acceptance of a deed or other conveyance of real property in the Properties accepts membership in the Association and agrees to be bound by the Master Documents. Said membership in the Association shall be transferred as and only as an incident to the transfer of the interest in the real property. In addition to the foregoing, the family, guests, invitees and tenants of said Owners shall, while in or on the Properties, abide and be bound by the provisions of the Master Documents.

4.3 Change of Membership. Change of membership in the Association for record title holders of real property shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument conveying record fee title to any Residential Unit or Residential Property. The Owner designated by such instrument shall, by his acceptance of such instrument, become a Member of the Association, and the membership of the prior Owner shall thereupon be terminated. The interest, if any, of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

4.4 Voting Members. Voting Members of the Association shall only consist of Declarant and each other Owner of any portion of the Properties, except that when more than one person holds such interest, only one such co-owner shall be a Voting Member. The co-owners of property shall designate in writing to the Secretary of the Association which co-owner shall be the Voting Member. In the absence of such designation, there shall be no Voting Member for said property, except that a co-owner spouse shall be presumed to have the authority to act as a Voting Member absent notice to the contrary given to the Association. Voting Members owning Residential Units shall have one (1) vote per Residential Unit. The representative of an Owner of Residential Property shall be entitled to a number of votes equal to the number of Residential Units allocated to the parcel of Residential Property per Section 11.6, times sixty percent (60%). Notwithstanding any of the foregoing until the annual meeting as specified in Section 8.3, Declarant shall be entitled to the number of votes at any time equal

to two (2) times the total number of other votes outstanding at any time as determined by the preceding two sentences plus one (1), thereafter Declarant shall be treated for the purposes of this Section 4.4 as an Owner of Residential Property.

4.5 Neighborhood Associations. Voting Members shall be divided into classes based upon the type of Residential Unit as follows: (a) detached single family Residential Units other than Patio Homes ("Estate"); (b) detached single family Residential Units of a "zero lot line" configuration or otherwise designated as such by Declarant ("Patio Homes"); (c) attached fee simple Residential Units ("Townhouse"); and (d) condominium Residential Units ("Condominium"). In the event of any doubt or ambiguity as to the status of a class of Neighborhood Association, the Board of Director's determination thereof shall be binding and conclusive.

Except for any Residential Units which, as of April 1, 1995, are not within or subject to a Neighborhood Association or any Residential Unit consisting of two and one-half (2 1/2) acres or more, each Residential Unit now or hereafter existing within the Properties shall be subject to a Neighborhood Association and no Owners of a Residential Unit or any Neighborhood Association shall, by act or omission, cause or permit any violation of this requirement.

4.6 No Authority to Act. No Member, except as an officer of the Association, shall have any authority to act for the Association or bind it.

## ARTICLE V

### FUNCTIONS OF ASSOCIATION

5.1 Services. The Association may provide the following services (these provisions shall not be construed as an obligation on the part of the Association to provide such services):

(a) Maintenance of all Common Property, Restricted Common Property, and all city, county, district or municipal properties to the extent permitted by an 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 required by this and other subsections within this Article V that are consistent with the Properties as initially developed, subject to such standard being raised by the addition of improvements and orderly and attractive growth and maturation of landscaping. Declarant shall have the right to determine whether such standards adopted by the Association meeting the requirements herein for so long as it owns any portion of the Properties.

(b) 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.

(c) Maintenance of beaches, lakes and canals owned by or dedicated to (on applicable plats) the Association within the Properties, as well as maintenance of canals not owned by the Association within the Properties if and to the extent required 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, if any.

(d) Insect, pest and aquatic control as to the areas described in (c), above, and the Common Properties 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 districts and 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. The provisions of this paragraph shall not be construed as an obligation on the part of the Association to provide such services.

(e) Taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Properties or in the Master Documents.

(f) Conducting business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication services such as legal, accounting and financial and communication services informing Members of activities, notices of meetings, and other important events.

(g) Purchasing general liability and hazard insurance covering improvements and activities on the Common Property at a current cost (excluding landscaping, foundations, waterbodies and other aspects not commonly insured) basis in an amount not less than one hundred percent (100%) of the insurable value, directors and officers liability and such other insurance as the Board deems necessary.

(h) Establishing and operating an architectural control committee as stated in Article XII.

(i) Adopting, publishing and enforcing such Rules and Regulations as the Board deems necessary.

(j) Lighting of roads, sidewalks and walking and bike paths throughout the Properties.

(k) Conducting recreation, sport, craft and cultural programs of interest to Members, their families, tenants and guests and charging admission fees for the operation thereof.

(l) Constructing improvements on Common Property, Restricted Common Property and easements as may be required to provide the services as authorized in this Article.

(m) Control of access to the Properties, including, but not limited to, the employment of personnel, maintenance of control centers, installation, operating and maintenance of communication systems by the Association or a contractual designee of the Association, and assistance in the apprehension and prosecution of persons who violate the laws of Florida within the Properties. Without limiting the generality of the foregoing, the Association, by action of the Board of Directors, may create and administer one or more systems whereby providers of labor, material or services (including, without limitation, those for construction and development) can be required to purchase and use decals or other identifying devices at a charge set by the Board of Directors. A Board of Directors' resolution establishing any such system or charges shall specify the use to which funds received from such program are to be applied, which purpose shall be reasonably related to any impact such parties have on the Properties (in particular, the Common Property).

(n) In addition to maintenance upon the Common Property, the Master Association may provide maintenance to common areas of Neighborhood Associations or exterior maintenance upon a Residential Unit or upon any structure containing Residential Units or to any Residential Property that, in the Association's opinion, requires such maintenance because said Common Areas of the Neighborhood Association, Residential Unit or Residential Property is being maintained in a sub-standard manner for a community of the quality of Palm Beach Polo and Country Club. Prior to taking said action, the Association shall notify the Neighborhood Association or the Owner of said Residential Unit(s) or Residential Property in writing, specifying the nature of the condition to be corrected, and if the Neighborhood Association or Owner has not corrected same within thirty (30) 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 if time permits. If requested by the Neighborhood Association or Owner within fifteen (15) days of the notice, 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 and maintenance of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements and removal of debris.

For the purpose of performing the maintenance authorized by this Section, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Residential Unit Owner or Residential Property Owner or Neighborhood Association President, to enter upon any common areas, common elements,

Residential Unit or Residential Property or other structures or improvements located in the Properties at reasonable hours on any day. The cost of such maintenance, together with an administrative surcharge as provided in Article XI shall be collected as an Individual Assessment against the Neighborhood Association or Owner upon whose behalf such maintenance is performed but shall not be considered part of the annual maintenance assessment or charge. Any such Individual Assessment or charge shall be a debt of the Neighborhood Association or a lien upon the Neighborhood Association, Residential Unit or Residential Property and an obligation of the Residential Unit Owner or Residential Property Owner and shall become due and payable, immediately upon demand, in all respects together with interest and fees for costs of collection as provided for other assessments of the Association.

(o) The Association may carry out any of the functions and services specified in this Article 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 in this Article 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.

5.2 Conveyance to Association. The Association shall be obligated to accept any and all conveyances to it, in "AS IS" condition, by Declarant, of fee simple title, easements or leases to Common Property or Restricted Common Property. Any such conveyance may be made by a quit claim deed or similar instrument.

## ARTICLE VI

### POWERS

6.1 Generally. The Association shall have all the rights, powers and authority (including the lien rights) as set forth and provided in Chapter 617, Florida Statutes, the Master Documents, and the several declarations of condominium, declarations of covenants, conditions and restrictions, articles of incorporation and bylaws of the several Neighborhood Associations within the Properties. Such rights which can also be exercised by Neighborhood Associations need not be exercised by the Association and no Neighborhood Association shall be entitled to avoid its own obligations by virtue of the fact that this provision may empower the Association to perform same.

6.2 Limitations. Notwithstanding anything to the contrary in these Bylaws, for as long as Declarant shall have an interest in or mortgage on any real property within the Properties, the Board of Directors shall have no 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:

(a) prohibit or restrict in any manner the sales and marketing program of Declarant or any Residential Property Owner;

(b) significantly decrease the level of maintenance services of the Association;

(c) make any Special or Individual Assessment against or impose any fine upon Declarant and/or any of Declarant's property within the Properties;

(d) alter or amend any of the Master Documents;

(e) modify, amend or alter the Land Use Plan;

(f) terminate or waive any rights of the Association under the Master Documents;

(g) convey, lease, mortgage, alienate or pledge any easements or property of the Association;

(h) accept the conveyance, lease, mortgage, alienation or pledge of any real or personal property to the Association, except by Declarant;

(i) terminate or cancel any easements granted hereunder or by the Association;

(j) terminate or impair in any fashion any easements, powers or rights of Declarant hereunder;

(k) restrict Declarant's right of use, access and enjoyment of any portion of the Properties;

(l) cause the Association to default on any obligation of it under any contract, unless Declarant consents to the action in writing, which consent may be withheld by Declarant in its sole discretion;

(m) 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 in the Properties.

(n) 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 Residential 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);

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

(p) fail to maintain fire and extended coverage on insurable property in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); or

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

(r) by any act or omission, do anything which interferes with the lawful development, marketing and sale of Declarant's property within or about Palm Beach Polo and Country Club or which interferes with Declarant's lawful operation of any business or activities in or about Palm Beach Polo and Country Club.

## ARTICLE VII

### ASSOCIATION MEETINGS

7.1 Place. All of the meetings shall be held at the office of the Association, or may be held at such place and time as shall be stated in the notice of the meeting.

7.2 Date of Annual Meeting. Annual meetings of the Association shall be held during the month of March on the date and at the time and place as the Board of Directors shall designate.

7.3 Notice of Annual Meeting. Written notice of the annual meeting shall be served upon or mailed by regular mail (without certification) to each Voting Member at such address as appears on the books of the Association at least ten (10) days prior to the meeting.

7.4 Roster of Members. At least ten (10) days before every regular or special meeting of the Association, a complete list of the Voting Members shall be prepared by the Secretary. Such list shall be open at the office of the Association for said ten (10) days for examination by any Voting Member and shall be produced and kept at the time and place of election during the whole time thereof and be subject to the inspection of any Voting Member who may be present.

7.5 Special Meetings. Special meetings of the Association, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors or at the request in writing of those Voting Members holding at least one-third (1/3) of the total votes of the Association. Such request shall state the purpose or purposes of the proposed meeting.

7.6 Notice of Special Meetings. Written notice of a special meeting of the Association, stating the time, place and object of such meeting and the specific action to be taken, shall be served upon or mailed to each Voting Member at such address as appears on the books of the Association at least ten (10) days before such meeting.

7.7 Limitation on Special Meetings. Business transacted at all special meetings shall be confined to the objects and actions to be taken as stated in the notice.

7.8 Quorum. Voting Members present in person or by proxy and representing one-third (1/3) of the total number of votes of the Association shall constitute a quorum at all meetings of the Association for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present, the Voting Members present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted that might have been transacted at the meeting originally called.

7.9 Action by Majority. When a quorum is present at any meeting, a majority of the votes cast by the Voting Members present in person or by ballot 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.

7.10 Method of Voting. At any meeting of the Association, every Voting Member shall be entitled to vote in person or by ballot. No voting by proxy shall be permitted until after the Turnover.

7.11 Written Consent. Whenever the vote of Voting Members at a meeting is required or permitted by any provisions of statutes or of the Master Documents to be taken in connection with any Association action, the meeting and the vote may be dispensed with if all the Voting Members whose votes would be sufficient to take the action, if such meeting were held, shall consent in writing to such Association actions being taken.

## ARTICLE VIII

### DIRECTORS

8.1 Number of Directors. The number of Directors which shall constitute the whole Board shall not be fewer than three (3) nor more than nine (9). The initial Board of Directors and the manner of filling vacancies of the initial Board of Directors shall be as set forth in Article VI of the Articles, and initial Directors shall serve until the first annual meeting of the Association or until their respective successors are chosen and qualify. The Directors shall be elected at the annual meeting, and each Director shall be elected to serve until the Director's successor shall be elected and shall qualify. Directors need not be Members of the Association.

8.2 Pre-Turnover Directors. From and after the first annual meeting of the Association and until 95% of the Residential Units within Palm Beach Polo and Country Club as shown on the Palm Beach County-approved Land Use Plan in effect from time to time are purchased by Owners for use as Residential Units, the Board shall consist of nine (9) Directors elected by classes of Voting Members as follows: One (1) Director shall be elected by Voting Members from each class as designated in Section 4.5. At the first annual meeting, Directors from the Estate and Condominium classes shall be elected for two (2) year terms and Directors from the Patio Home and Townhouse classes shall be elected for one (1) year terms, in each case by plurality vote. The remaining five (5) directors shall be elected by Declarant as follows: three (3) Directors shall be elected each for two (2) year terms and two (2) Directors shall be elected each for one (1) year terms. Thereafter, all of the Directors shall be elected for two (2) year terms.

8.3 Post-Turnover Directors. From and after the first annual meeting subsequent to such time as 95% of the Residential Units within the Properties, are purchased by Owners for use as Residential Units, as Declarant's Directors' terms expire, two (2) Directors shall be elected by a plurality vote of the Voting Members of each class as designated in Section 4.5. The remaining Director shall be elected by Declarant until it no longer owns any portion of the Properties or the Country Club Facilities after which the ninth (9th) Director shall be elected on an "at large" basis by a plurality vote of all Voting Members. All Directors shall serve for two (2) year terms.

8.4 Meetings and Records. The Directors may hold their meetings and keep the books of the Association at the office of the Association in the Properties, Palm Beach County, Florida, or at such other place as they from time to time determine.

8.5 Vacancies. If the office of one or more Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a successor shall be appointed by the Board from the class, if any, which elected the former Director, and such successor shall hold office for the unexpired term in respect to which such vacancy

occurred. Vacancies in the initial Board of Directors shall be filled as provided for in the Articles. Notwithstanding the above, only Declarant shall appoint successors to Directors appointed by Declarant.

8.6 Removal. Directors other than the initial members of the Board or a Director designated by them may be removed with or without cause by an affirmative vote of a majority of the votes of the class that elected such Director.

8.7 Authority of Board. The property and business of the Association shall be managed by its Board of Directors, which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute or by the Master Documents directed or required to be exercised or done by the Members.

8.8 Fixing Salaries. The salaries, if any, of all employees and agents of the Association shall be fixed by the Board of Directors.

8.9 Executive Committee. The Board of Directors may, by resolution passed by a majority of the whole Board, designate an executive committee to consist of two or more of the Directors of the Association, which to the extent provided in said resolution, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association, and may have power to authorize the seal of the Association to be affixed to all papers which may require it, provided the said resolution shall so provide. The executive committee shall keep regular minutes of its proceedings and report the same to the Board when required.

8.10 No Salaries for Directors. Directors, as such, shall not receive any salary for their services, provided that nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor. The salaries for Directors for services other than as a Director shall be fixed by the remaining Directors.

8.11 Open Meetings. Any Association Member may attend any meeting of the Board, but shall have no right of participation unless granted by the Board.

8.12 Time and Place of Meetings. Regular meetings of the Board may be held without notice at such times and places as shall be determined from time to time by the Board, unless otherwise required by law.

8.13 Special Meetings. Special meetings of the Board may be called by the President on three (3) days' notice to each Director, either personally or by mail or telegram. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of a majority of Directors. Notice of any and all meetings of the Board may be waived by appropriate written waiver.

8.14 Quorum. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business; and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Master Documents. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

## ARTICLE IX

### NOTICES

9.1 In General. Whenever under the provisions of any applicable statute or the Master Documents notice is required to be given to any Director or Voting Member, unless otherwise specifically required it shall be construed to mean notice in writing, by mail, depositing same in a post office or letter box, in a postage paid sealed wrapper, addressed to such Director or Voting Member at such address as appears on the books of the corporation, and such notice shall be deemed given at the time when the same shall be thus mailed. Where notice as aforesaid is not required, personal or telecopier notice shall be sufficient. Notice does not have to be given to any Member other than a Director or a Voting Member.

9.2 Waiver. Whenever any notice is required to be given under the provisions of the statutes or the Master Documents, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Also, attendance at a meeting (whether of the Board of Directors or the membership) by a person shall constitute a waiver of notice thereof unless such person objects to the lack of notice at the commencement of the meeting.

9.3 Declarant. Declarant shall receive notice of any meeting of the Association or of the Board for as long as it holds title to or any mortgage on any property with the Properties or the Country Club Facilities.

## ARTICLE X

### OFFICERS

10.1 Officers Specified. The officers of the Association shall be chosen by the Directors and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose additional Vice Presidents and one or more Assistant Secretaries and Assistant Treasurers. No person may serve simultaneously as President and Secretary. The Board of Directors may appoint such other officers and agents as it shall deem necessary,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

10.2 Election of Officers. The Board of Directors at its first meeting after each annual meeting of the Association shall choose a President, one or more Vice Presidents, a Secretary, and a Treasurer, none of whom, except the President, need be a member of the Board.

10.3 Terms of Office. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

10.4 President. The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Members and Directors, shall be ex-officio member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect.

10.5 Execution of Documents. The President shall execute all documents and contracts requiring a seal under the seal of the Association, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association.

10.6 Vice President. The Vice Presidents (in the order of their seniority if more than one, such seniority to be established by the Board of Directors) shall, in the absence of disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors shall prescribe.

10.7 Secretary. The Secretary shall attend all sessions of the Board and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Voting Members and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision the Secretary shall be. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his/her signature or by the signature of the Treasurer or an Assistant Secretary.

10.8 Assistant Secretaries. Assistant Secretaries in order of their seniority shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board shall prescribe.

10.9 Treasurer. The Treasurer shall have the custody of the funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

10.10 Disbursements. The Treasurer shall disburse the funds of the Association in accordance with its budget and procedures adopted by the Board or as otherwise may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board or whenever they may require it, an account of all of his/her transactions as Treasurer and of the financial condition of the Association.

10.11 Board. If required by the Board of Directors, the Treasurer shall give the Association a bond, the premium therefor to be paid by the Association, in such sum and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his/her office and for the restoration to the Association, in case of his/her death, resignation, retirement or removal from office, of all of the Treasurer's books, papers, vouchers, money and other property of whatever kind in his/her possession or under his/her control belonging to the Association.

10.12 Assistant Treasurer. Assistant Treasurers in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties, exercise the powers and assume the obligations of the Treasurer and shall perform such other duties as the Board of Directors shall prescribe.

## ARTICLE XI

### FISCAL MATTERS AND ASSESSMENTS

11.1 Annual Statements. The Board of Directors shall present a full and clear statement of the business and condition of the Association as soon as reasonable possible after the close of each fiscal year. These annual statements shall include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practice. Copies of such statements or a notice of the availability thereof shall be sent to the Members as may be required by law.

11.2 Fiscal Year. The Association shall operate upon the calendar year beginning on the 1st day of January and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change from a calendar year basis to that of a differing fiscal year whenever deemed expedient for the interests of the Association. The Board may adopt a budget year different from the fiscal year.



11.3 Financial Records. The Association shall maintain accounting records according to good accounting practices and said records shall be open to inspection by Members at reasonable times. Such records shall include:

- (a) the record of all receipts and expenditures;
- (b) an account for each Residential Unit or Residential Property Owner or Neighborhood Association that is responsible to the Association for payment of assessments, which shall designate the amount of each assessment, the dates and amounts in which the assessment comes due, the amounts paid upon the account and the balance due; and
- (c) a register for the names of any mortgage holders or lien holders on Residential Units who have requested in writing that they be registered and to whom the Association will give notice of default in case of nonpayment of assessments. No responsibility by the Association is assumed with respect to said register except that it will give notice of default to any registered mortgagee or lienor therein if so requested in writing by said mortgage or lienor.

The Secretary of the Association shall act as the transfer agent to record all transfers and registrations in the aforescribed books.

11.4 Budget. The Board of Director shall fix and determine, no later than October 31st of the prior year, the sum or sums necessary and adequate for the continued ownership, operation and maintenance of the property that this Association has as its purpose to operate and maintain, including its operating expenses, the payment for any items of betterments and the establishment of appropriate reserve funds as the Board shall deem proper. That sum or sums shall include provision for such taxes, insurance premiums, legal and accounting fees, management fees, salaries, operating expenses of the property and this Association (including, without limitation, costs and expenses associated with security), maintenance and repairs of the property and any expenses and liabilities incurred by the Association with the indemnification of officers and Directors as well as the creation of a reasonable contingency or reserve requirements for the protection of the property and of the Members. The annual budget shall be detailed and shall show the amounts budgeted by accounts and expense classification. Copies of a proposed budget or a notice of the availability thereof shall be provided to the Members as may be required by law.

11.5 Use of Assessments. The annual assessments levied by the Association shall be used exclusive for lawful purposes, including 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, including, but not limited to, the services as stated in Article V, hereof.

11.6 Rates of Assessments. The annual budget shall be allocated to the Owners/Members on the basis of the following formula for budget units:

(a) Residential Units shall be allocated one (1) budget unit each, provided that those owned by Declarant shall pay assessments at ninety percent (90%) of such rate.

(b) Declarant shall designate the number of Residential Units allocated to each Residential Property based upon its reasonable estimate of the number of Residential Units which will foreseeably be developed thereon, subject to review on an annual basis. The Owner of the Residential Property shall then pay sixty percent (60%) of a budget unit for each Residential Unit so allocated.

Special Assessments and Individual Assessments (each as hereinafter defined) shall be allocated as provided below.

**11.7 Obligation to Pay Assessments; Lien.** Declarant covenants and agrees, and each Owner of any Residential Unit or Residential Property shall by acceptance of a deed therefore, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree, to all of the terms and provisions of the Master Documents and to pay the Association: (1) annual assessments, (2) Special Assessments, and (3) Individual Assessments, all to be fixed, established and collected from time to time as hereinafter provided. The annual, Special and Individual Assessments, together with interest thereon and costs of collection therefor, shall be a charge and continuing lien as provided herein on the real property and improvements thereon of the Owner against whom each assessment is made (or, if applicable, on all Residential Units or Common Areas within the pertinent Neighborhood Association as hereinafter set forth). Each such assessment, together with interest thereon and costs of collection, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Property or Restricted Common Property or by the abandonment of the property against which the assessment was made. In the case of co-ownership of a Residential Unit or Residential Property, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment. Likewise, except as specified in Section 11.16, the grantor and grantee (or similarly situated parties) in any conveyance of property subject to any assessment shall be jointly and severally liable for same.

**11.8 Special Assessments.** In addition to the annual assessments authorized by Section 11.4 hereof, the Association, through its Board, may levy in any assessment year a Special Assessment for the purpose of defraying, in whole or in part, the costs of any acquisition, construction or reconstruction, unexpected repair or replacement of a described capital improvement upon Common Property, Restricted Common Property or easements, including the necessary fixtures and personal property related thereto.

**11.9 Individual Assessments.** The Association, through its Board, may impose an Individual Assessment upon any Neighborhood Association or Owner whose use or treatment of its common areas or common elements, a Residential Unit or Residential Property is not in

conformance with the standards as adopted by the Association or that increases the maintenance cost (or causes additional costs for remedial maintenance) to the Association above that which would result from compliance by the Neighborhood Association or Owner with the use restrictions imposed by these Bylaws. The amount of such assessment shall be equal to all costs incurred together with an administrative surcharge or up to fifty percent (50%) of such costs, and the assessment may be enforced in the manner provided for any other assessment.

**11.10 Frequency of Payments.** The annual assessments shall be due and payable quarterly, in advance, or at such other times as set by the Board of Directors of the Association. The Board shall further determine the date of the commencement of the annual assessments. The due date of any Special and Individual Assessments under Sections 11.8 and 11.9 hereof shall be fixed in the resolutions authorizing such assessments.

The Association shall certify to the Neighborhood Associations, Residential Property Owners, Owners of Residential Units which are not subject to a Neighborhood Association, and Declarant the prorata portion of its expense as is due according to the aforescribed allocation of budget units. Notice of assessment shall be made to the Voting Members by November 1st of the year prior to its taking effect or as soon thereafter as practicable.

**11.11 Declarant's Assessments.** Notwithstanding anything to the contrary, as long as Declarant (or any of its affiliates) is the Owner of any Residential Unit or Residential Property within the Properties, Declarant shall have the option, in its sole discretion, to (i) pay assessments on the Residential Units and Residential Property owned by it as provided herein, or (ii) 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 (ii), above, shall be the difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs, managements fees, depreciation, and reserves) and (b) the sum of all monies receivable by the Association (including without limitation assessments, interest, late charges, fines, fees, and incidental income) and all 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. When all Residential Units within the Properties are sold and conveyed to purchasers and there is no remaining Residential Property 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, except as may regard members of the Country Club Facilities. 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.

**11.12 Default in Payment of Assessments.** If an assessment is not paid on the date due (being the date specified in Section 11.10 hereof), then such assessment shall become delinquent and shall, together with interest thereon and costs of collection thereof has hereinafter provided, thereupon become a continuing lien on the pertinent property, which shall

bind such property in the hands of the then Owner, that Owner's heirs, devisees, personal representatives and assigns. Additionally, the obligation of the Owner to pay such assessment shall remain the Owner's personal obligation. The Association may record a claim of lien for delinquent assessments in the public records and foreclose the lien in the same manner as a mortgage. Upon recording the lien shall secure the amount of delinquency stated therein and all unpaid assessments thereafter until satisfied of record. In the event that the assessment is billed to a Neighborhood Association pursuant to Section 11.14, it shall also be the debt of the Neighborhood Association. The Association shall then have a lien on all Residential Units or Common Areas within the Neighborhood Association for failure of it to pay an assessment billed to it.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed by law, and the Association may bring an action at law against the Neighborhood Association and/or the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

**11.13 Exempt Property.** The following property subject to these Bylaws shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent dedicated and accepted by a local public authority and devoted to public use, (b) all Common Property and Restricted Common Property and (c) common areas/elements of a Neighborhood Association.

**11.14 Collection by Neighborhood Associations.** Assessments allocated to any Residential Unit may be billed by the Association to the Neighborhood Association having control thereof, whereupon same shall be collected by the Neighborhood Association and paid by it 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 but such members shall remain liable as well. 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.

In the event that an Owner who is a member of an Neighborhood Association pays assessments levied hereunder to the Neighborhood Association but such Neighborhood Association fails to remit same to the Association, then the Owner may obtain a satisfaction or partial release of any lien on his property which was recorded by virtue of such Neighborhood Association's non-payment of the sums owed by such Owner directly to the Association. In such event, the Owner shall have a separate cause of action against the

Neighborhood Association for the recovery of the sums paid the Association but the Association shall have no obligation to such Owner to take action with respect to such liability of the Neighborhood Association. The Association may take appropriate collection actions against the Neighborhood Association, the members or both.

In the event that the Association imposes liens upon all Residential Units within a Neighborhood Association by virtue of such Neighborhood Association's failure to pay assessments hereunder, then any Owner who is a member of such Neighborhood Association may obtain a satisfaction or a partial release of such lien by paying directly to the Association all sums due it from the Neighborhood Association in its own right or as a collection agent for the Owners. In such case, the Owner shall have a right of action against the Neighborhood Association for any sums paid to it by the Owner which were not remitted to the Association but the Association shall have no duty to enforce any repayment obligation of the Neighborhood Association to such Owner.

**11.15 Costs of Collection.** The Association shall be entitled to its costs of collection and attorneys' fees from any Owner or Neighborhood Association against whom an assessment must be enforced.

**11.16 Subordination of Lien.** The lien of the assessments provided for herein is subordinate to the lien of any first mortgage to an Institutional Lender or other lender approved by the Association now or hereafter recorded against a Residential Unit or Residential Property subject to assessment prior to the recording in the public records of a claim of lien for unpaid assessment attributable to such Residential Unit or Residential Property. An institutional first mortgagee, upon written request, shall be entitled to written notification from the Association of any default of any Owner of any obligation hereunder that is not cured within sixty (60) days. An institutional first mortgagee may pay taxes or other charges that are at least thirty (30) days in default and that may or have become a charge against any Common Property or Restricted Common Property and may pay premiums on hazard insurance policies which are at least twenty (20) days past due, or secure new hazard insurance coverage upon the lapse of a policy, for such Common Property or Restricted Common Property, and mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

**11.17 Reserves.** The Association, through the Board of Directors, may establish reserve funds to be held in an interest-drawing account or investments as a reserve for major rehabilitation or major repairs to Common Property or Restricted Common Property that must be replaced on a periodic basis, for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss and for such other purposes as the Board of Directors deems appropriate.

**11.18 Check Signatures.** All checks or demands for money and notes of the Association shall be signed by such office or officers or such other person or persons as the Board of Directors may from time to time designate.

11.19 Merger. In the event that the Association is merged or consolidated with any Neighborhood Association, then the Board of Directors of the Association may adopt a separate budget for the costs and expenses of providing the services (including the maintenance of common areas or Residential Units) performed by the Neighborhood Association prior to the merger or consolidation. In such event, the total amount of such budget shall be levied as would an Individual Assessment against a Neighborhood Association as provided in Section 11.9, above, but not including the administrative surcharge provided therein. Such Individual Assessment shall be shared by the Owners within the area previously governed by the Neighborhood Association in equal shares or in such other manner as is provided in the declaration of covenants or similar instrument governing such area.

## ARTICLE XII

### ARCHITECTURAL CONTROL; USE RESTRICTIONS

12.1 New Construction. All original construction of improvements and installation of landscaping within the Properties, including architectural design of the interiors, 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, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or landscaping 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 or 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 amended. Declarant may charge reasonable fees for its review of plans as described herein. Declarant shall not have any liability to any and all persons and property arising directly or indirectly from its exercise of such architectural control. Declarant may assign its rights of approval hereunder to the Association under such terms and conditions (including, without limitation, as to duration of time and rights of revocation) as Declarant may elect.

12.2 Alterations. Subsequent to the original construction of improvements within the Properties, the exterior of any improvements and landscaping 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.

12.3 Timing of Decisions. All decisions of the committee shall be rendered within thirty (30) days of the date when a request is submitted to it. The committee may adopt, subject to Board approval, such forms, procedures, and fees for processing applications to the committee as it deems necessary. The decision of the committee shall be final and binding, except that any person aggrieved by the decision may file within ten (10) days after the rendering thereof a written request for review to the Board, which the Board may choose to review in its sole discretion. The decision of the committee shall not be overturned, however, unless it is clearly erroneous. Any decision of the Board shall be final and binding.

12.4 Broad Intent. To the extent permitted by law, the construction or alteration of all improvements (including landscaping) within the Properties shall be subject to the terms of the Master Documents notwithstanding any statute to the contrary.

12.5 Country Club. Notwithstanding anything to the contrary contained herein, no improvements adjacent to the Country Club Facilities may be altered without the approval of the owner thereof.

12.6 Maintenance. Each Owner and each Neighborhood Association, as applicable, shall maintain all property owned or administered thereby in a neat, clean and attractive condition consistent with the general appearance of Palm Beach Polo and Country Club as it exists from time to time, with exception for those areas under construction or development as to which such appearance standards cannot practicably be met.

12.7 Regulations. The Board of Directors of the Association may, from time to time, make and amend rules and regulations governing the use of the Properties including, without limitation, those for pedestrian and vehicular traffic upon the Common Property and access thereto by persons other than Owners. Accordingly, any easement or other use rights in or to any Common Property or Restricted Common Property created hereby or by a plat or other instrument are hereby made subject to such rules and regulations in all respects; provided, however, that no rule or regulation shall prohibit an Owner or member of the Owner's immediate family residing with the Owner within Palm Beach Polo and Country Club from having pedestrian and vehicular access to and from the Owner's Residential Unit.

Without limiting the generality of the foregoing, the Board of Directors of the Association is hereby authorized to adopt procedures for access to Common Property roadways through gatehouses established from time to time including, without limitation, requiring the use of entry decals. As to such restrictions as they pertain to persons other than Owners and members of the Owners' immediate families residing with them within Palm Beach Polo and Country Club, the Board of Directors may charge a reasonable fee for permitting access through a gate house, provided, however, that no such charges as to non-resident members of

the Country Club Facilities shall be increased by more than three percent (3%) per year, with the charge for 1995 being Fifty Dollars (\$50.00) per membership.

## ARTICLE XIII

### EASEMENTS

13.1 Appurtenant Easements. All Members, their guests, lessees and invitees, subject to the Master Documents (including the rules promulgated by the Association from time to time), 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 guests, lessees and invitees as well as (i) the guests, lessees and invitees of Declarant and (ii) the owner(s), members, guests and invitees using the Country Club Facilities.

13.2 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, gates, pipelines, cable television service, security or alarm system and all machinery and apparatus appurtenant thereto to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing all Owners and servicing all Common Property and all Restricted Common Property, all such easements to be of a size, width and location as Declarant, in its sole discretion deems best.

13.3 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 ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees, employees, agents, independent contractors, invites and designees. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any of the Properties owned by Declarant. Declarant is hereby granted for itself 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 Residential 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.



13.4 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 to service the Properties and to such other persons as Declarant or the 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.

13.5 Drainage Easements. Drainage flow shall not be obstructed or diverted from drainage easements. The Association may, but shall not be required to, cut drainways for 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 these Bylaws. 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 elevations except upon written consent of Declarant. The Association shall adhere to the approved drainage plan as approved by Palm Beach County, Florida and the Acme Improvement District.

Each Neighborhood Association shall be responsible for the operation, maintenance, repair and replacement of any improvements in a drainage easement serving (whether entirely or primarily) its common areas or common elements, including roads and other impervious surfaces.

13.6 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) The right of the Association to suspend the rights and easements of enjoyment of the Common Property (other than access) by any Member or any tenant of any member for any period during which any assessment remains unpaid and for any period, not to exceed sixty (60) days, for any infraction of the Master Documents (including published rules and regulations), it being understood that any suspension for either non-payment of any assessment or breach of any rules and regulations 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 limit the use of the roadways by 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 which incur any liability from its exercise or non-exercise of the rights and powers contained herein or the enforcement or lack of enforcement thereof. Additionally, the Board of Directors may adopt and enforce requirements for service and construction vehicles as provided elsewhere in this Declaration.

(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.

13.7 Discharge Into and Withdrawal from 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. No use of lake or canal water by any Owner or Neighborhood Association for irrigation purposes shall be permitted unless authorized by the Board of Directors. 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.

**ARTICLE XIV****ENFORCEMENT OF RULES AND REGULATIONS**

14.1 Compliance by Owners. Every Owner shall comply with the restrictions and covenants and restrictions set forth herein and any and all rules and regulations adopted by the Board of Directors of the Association.

14.2 Enforcement. Failure of an Owner, or his/her family members, agents, guests, licensees, invitees to comply with such restrictions, covenants, or rules and regulations of the Association shall be grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys' fees 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 of an Owner who violates these provisions.

14.3 Fines. In addition to all 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 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, 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 Neighborhood Associations may otherwise be legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages that the Association or Neighborhood Associations may otherwise be entitled to recover by law from such Owner.

## ARTICLE XV

### CABLE TELEVISION AND RESTRICTED ACCESS AND PATROL SERVICES

15.1 Contractual Designation. Declarant and/or the Association with Declarant's written consent, 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 terms as Declarant and/or the Association shall deem, in their sole discretion, to be in the best interests of the Association and all Owners within the Properties. Any contractual designee that is subject to the franchise powers of Palm Beach County shall be a franchised provider of such services. Sums payable under any such contract shall be deemed common expenses of the Association unless otherwise provided by resolution of the Board of Directors.

15.2 Disclaimer of Liability. Declarant, the Association, any Neighborhood Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operation (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 GUARANTY 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 of 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, tenants, guests, 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 and 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 Dollars (\$250.00), which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results 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 assign of any of same or any Operator. Further, in no event will Declarant, the Association, any Neighborhood Association, any Operator of any of their franchisees, successors or assigns be liable for consequential damages, wrongful death, personal injury or commercial loss.

## ARTICLE XVI

### COUNTRY CLUB FACILITIES

16.1 Administration of Country Club Facilities. The operation, administration and use of the Country Club Facilities is solely and exclusively reserved to owner(s) thereof. The Association shall exercise no control or power whatsoever over the activities of such owner(s) or the members, guests and invitees using the Country Club Facilities.

16.2 Rights of Access. Members, the owner(s) guests, invitees and employees using the Country Club Facilities shall have access over the Common Property to and from same; provided that (i) such persons shall comply with the Association's access control procedures as long as same do not discriminate against such users and (ii) charges for access may be imposed per Section 12.7 hereof.

16.3 Architectural Control. The Association shall have no power under these Bylaws as to any construction on or alteration of improvements or landscaping as to any of the Country Club Facilities.

16.4 Limitation on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Country Club Facilities, no amendment to this Article, and no amendment in derogation hereof to any other provisions of these Bylaws that affect the Country Club Facilities, may be made without its owner's written approval.

## ARTICLE XVII

### GENERAL PROVISIONS

17.1 Amendments by Declarant. Until such time as the turnover meeting referred to in Section 8.3. hereof occurs, Declarant specifically reserves for itself and/or to the Voting Members of the Association (as provided in Section 19.1, below), the absolute and unconditional right to alter, modify, change, revoke, rescind, or cancel any or all of the restrictive covenants contained herein or hereinafter included in any subsequent declaration.

17.2 Covenants Running the Land. The provisions hereof shall be deemed covenants running with and binding all lands within Palm Beach Polo and Country Club, subject to annexation or deannexation as provided elsewhere herein, and shall be enforceable by Declarant, the Association and any Owner bound hereby for a period of ninety-nine (99) years, after which time these Amended and Restated By-Laws shall be automatically renewed for successive period of ten (10) years each unless terminated by the written consent of seventy-five percent (75%) of all Owners.

17.3 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.

17.4 Execution of Documents. The governmental requirements for the development of the Properties may require from time to time the execution of certain documents required by applicable 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.

17.5 Prohibited Actions. Notwithstanding anything contained hereon 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.

## ARTICLE XVIII

### ANNEXATION AND DEANNEXATION

18.1 Annexation. Declarant shall have the right, in its sole discretion, at any time and from time to time so long as a Declarant is the Owner of property within the Properties, to add additional lands and improvements (including any recreational facilities located thereon) to the Properties and to bring such added property within the general plan and scheme of the Master Documents. Such annexation shall be affected by the recording of a Declaration of Annexation in the Public Records of Palm Beach County.

18.2 Deannexation. Declarant may, in its sole discretion, at any time and from time to time, delete all or a portion of the Properties, including any annexed property, from coverage under the Master Documents and the jurisdiction of the Association provided that a Declaration of Deannexation, with respect to such property, is recorded as aforesaid.

18.3 Joinder. No Declaration of Annexation or Declaration of Deannexation shall be effective until all record owners of interests in the effected land, and of any mortgage or other lien thereon, shall join therein.

## ARTICLE XIX

### AMENDMENTS OF BYLAWS

19.1 Procedure. The Bylaws of the Association may be amended, altered, rescinded, or added to by resolution adopted by a two-thirds (2/3) vote of the Board of Directors of the Association at any duly called meeting of said Board and by a two-thirds (2/3) vote of the

votes cast by Voting Members present at any duly convened meeting of the Association; provided, however, that no such meeting shall be deemed competent to consider or amend, alter, rescind, or add to these Bylaws unless prior written notice of said meeting specifying the proposed change has been given to all Directors and Voting Members at least ten (10) days prior to the meeting or said notice is appropriately waived by written waiver. Any Voting Member or Director may propose an amendment to these Bylaws. As long as the initial Board of Directors holds office, any changes in the Bylaws may be made by a two-thirds (2/3) vote of the Board of Directors of the Association. The foregoing is in addition to the amendment rights of the Declarant as set forth in Section 17.1, above.

## ARTICLE XX

### MISCELLANEOUS

20.1 Interpretation. Wherever the masculine singular form of a pronoun is used in these Bylaws, 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.

20.2 Severability. If any part hereof shall be adjudged invalid, the same shall not affect the validity of any other part hereof. The adjudication of invalidity of any of the Master Documents as it pertains to some of the Members and/or portions of the Properties shall not affect the validity of such documents as they pertain to the remaining Members and/or portions of the Properties.


20.3 Indemnification. Every Director and every officer of the Association shall be indemnified by the Association against any and all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding or any settlement of any proceeding to which he/she may be a party or in which he/she may become involved by reason of his/her being or having been a Director or officer of the Association, whether or not he/she is a Director or officer at the time such expenses are incurred, except when a Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and no exclusive of all other rights to such Director or officer may be entitled, and such Director or officer shall be entitled to any indemnification authorized by any provision of the laws of the State of Florida for corporations generally and for nonprofit corporations.




WITNESSES:

PALM BEACH POLO HOLDINGS, INC.,  
a Florida corporation

  
Print Name: M. T. LOBASZ

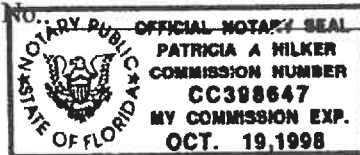
  
Print Name: NANCY J. JOHNSON

By:   
Print Name: Robert C. McLaughlin  
Title: SENIOR VICE PRESIDENT

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

The foregoing instrument was acknowledged before me this 30th day of MARCH, 1998 by ROBERT C. McLAUGHLIN as SENIOR VICE PRESIDENT of Palm Beach Polo Holdings, Inc., a Florida corporation, on behalf of the corporation. ROBERT C. McLAUGHLIN is personally known to me, or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC, State of Florida  
Print Name: PATRICIA A. HILKER  
Comm. Exp: \_\_\_\_\_  
Comm. No. \_\_\_\_\_



**EXHIBIT "A"**

All property encumbered by the "Old By-Laws" as described and defined in the foregoing Amended and Restated Bylaws of Palm Beach Polo and Country Club Property Owners' Association, Inc., **LESS AND EXCEPT** the portion thereof described in the following Exhibit "B".

EXHIBIT "B"

PARCEL 7A-116

Tract 1 of Replat of Tract "C" of Palm Beach Polo Equestrian Club No. 3 of Wellington Countryplace P.U.D., as recorded in Plat Book 68, page 156.  
(Located in Section 20).

AND

All of Plat of Palm Beach Polo Equestrian Club Plat No. 2 of Wellington Countryplace P.U.D., as recorded in Plat Book 61, page 112.  
(Located in Section 20).

AND

Tracts "A" and "D" of Palm Beach Polo Equestrian Club Plat No. 3 of Wellington Countryplace P.U.D., as recorded in Plat Book 61, Page 114. (Located in Section 20).

PARCEL 7A-117

All that part of said Section 16, being bounded on the North by the Southerly right of way line of South Shore Boulevard as shown on the Plat of Equestrian/Polo Village and Complex of Palm Beach Polo and Country Club, Wellington - P.U.D., as recorded in Plat Book 35, page 187, said Public Records, and being bounded on the West by the Easterly right of way line of South Shore Boulevard (Platted as Lake Worth Road) as laid out and in use.

LESS ALL OF THE FOLLOWING 4 PLATS:

Greenview Shores No. 2 of Wellington, as recorded in Plat Book 31, page 120.

Equestrian/Polo Village and Complex of Palm Beach Polo and Country Club, Wellington - P.U.D., as recorded in Plat Book 35, page 187.

Polo Island of Palm Beach Polo and Country Club, Wellington P.U.D., as recorded in Plat Book 50, page 155.

Polo Club Road Plat No. 2 of Palm Beach Polo and Country Club, Wellington, P.U.D., as recorded in Plat Book 63 page 82.

AND

Parcel B, C, and D, Southfields - Phase I of Palm Beach Polo and Country Club - Wellington Countryplace P.U.D., according to the Plat thereof as recorded in Plat Book 39, page 19.  
(Located in Section 21).

AND

Parcel "A" of Equestrian/Polo Village and Complex of Palm Beach Polo and Country Club Wellington P.U.D., as recorded in Plat Book 35, page 187.  
(Located in Section 16).

AND

Parcel "G" of Southfields - Phase II of Palm Beach Polo and Country Club - Wellington Country Place - P.U.D., as recorded in Plat Book 39, page 23.  
(Located in Section 21).

RECORDERS MEMO: Legibility of document  
unsatisfactory when received.

## PARCEL 7A-118

Parcel "E" of Golf and Tennis Village - Phase 2A of Palm Beach  
 Polo and Country Club Wellington - P.U.D., as recorded in Plat  
 Book 41, page 130.  
 (Located in Section 14).

 PARCELS 7A-119, 120, 121 AND 122 AND 124.2 (INCLUDES 7C-112,  
 7C-119)

All that part of said Section 11 being bounded on the South by  
 the Northerly right of way line of Forest Hill Boulevard as laid  
 out and in use, being bounded on the North and West by the  
 Easterly and Southerly line of the Plat of South Shore No. 2A of  
 Wellington - P.U.D., as recorded in Plat Book 31, pages 116  
 through 119, of the Public Records of Palm Beach County,  
 Florida, (and being bounded on the South and West by the  
 Northerly and Easterly line of the Plat of Coventry Green at  
 Wellington, P.U.D., as recorded in Plat Book 42, pages 178 and  
 179, said Public Records), also being bounded on the East by the  
 Westerly line of the Plat of Eastwood No. 3 of Wellington -  
 P.U.D., as recorded in Plat Book 35, pages 168 through 171, said  
 Public Records, also being bounded on the East by the Westerly  
 line of the Plat of Tract 29C of Wellington - P.U.D., as  
 recorded in Plat Book 46, page 193, said Public Records, and  
 also being bounded on the East by the Easterly line of Canal  
 C-17B Easement as recorded in Official Record Book 4373, pages  
 1545 through 1547, said Public Records, said Easterly line of  
 Canal C-17B being more particularly described as follows:

BEGINNING at the Northwesterly corner of said Tract 29C of  
 Wellington - P.U.D., said Northwesterly corner lying on the said  
 Easterly line of Canal C-17B; thence North 17 degrees, 41  
 minutes, 28 seconds West along said Easterly line of Canal  
 C-17B, a distance of 26.27 feet to the point of curvature of a  
 curve concave to the Southwest, having a radius of 185.00 feet;  
 thence Northwesterly along the arc of said curve and said  
 Easterly line of Canal C-17B, through a central angle of 50  
 degrees, 42 minutes, 02 seconds, a distance of 163.71 feet to  
 the point of tangency; thence North 68 degrees, 23 minutes, 30  
 seconds West, along the said Easterly line of Canal C-17B, a  
 distance of 282.07 feet to the point of curvature of a curve  
 concave to the Northwest having a radius of 57.00 feet; thence  
 Northwesterly, Northerly and Northeasterly along the arc of said  
 curve and the said Easterly line of Canal C-17B, through a  
 central angle of 112 degrees, 05 minutes, 37 seconds a distance  
 of 111.52 feet to the point of tangency; thence North 43  
 degrees, 42 minutes, 07 seconds East along said Easterly line of  
 Canal C-17B, a distance of 170.24 feet to the point of  
 curvature of a curve concave to the Northwest having a radius of  
 380.00 feet; thence Northeasterly along the arc of said curve  
 and the said Easterly line of Canal C-17B through a central  
 angle of 24 degrees, 40 minutes, 02 seconds, a distance of  
 163.60 feet to the point of reverse curvature of a curve concave  
 to the Southeast having a radius of 120.00 feet; thence  
 Northeasterly along the arc of said curve and the said Easterly  
 line of Canal C-17B through a central angle of 33 degrees, 25  
 minutes, 33 seconds, a distance of 70.01 feet to the point of  
 tangency; thence North 52 degrees, 27 minutes, 38 seconds East  
 along said Easterly line of Canal C-17B, a distance of 190.00  
 feet to the point of curvature of a curve concave to the  
 Northwest having a radius of 263.82 feet; thence Northeasterly  
 along the arc of said curve and the said Easterly line of Canal  
 C-17B, through a central angle of 52 degrees, 16 minutes, 03  
 seconds, a distance of 240.67 feet to the point of tangency;  
 thence North 00 degrees, 11 minutes, 35 seconds East along said  
 Easterly line of Canal C-17B, a distance of 10.00 feet to the  
 intersection with the Southerly line of Acme Improvement  
 District Canal C-17 as shown on the Plat of Eastwood No. 3 of  
 Wellington, P.U.D., as recorded in Plat Book 35, pages 168  
 through 171 of said Public Records, said intersection also being  
 the Southwest corner of said Plat of Eastwood No. 3.

RECORDER'S MEMO: Legibility of document  
 unsatisfactory when received.

AND

All that part of said Section 14, being bounded on the North by the Southerly right of way line of Forest Hill Boulevard, as laid out and in use, and being bounded on the Northwest by the Southeasterly right of way line of South Shore Boulevard as laid out and in use; less however the East 465.00 feet of said Section 14; and less the South 50.00 feet of said Section 14; and less that parcel of land being bounded on the North by the North line of said Section 14, being bounded on the East by the Westerly line of the said Easterly 465.00 feet of said Section 14 and being bounded on the West by the Easterly line of the said Plat of Golf and Tennis Village - Phase 3 of Palm Beach Polo and Country Club, Wellington - P.U.D. and also being bounded on the West by the Easterly line of the Plat of Golf and Tennis Village - Phase 2A of Palm Beach Polo and Country Club, Wellington, P.U.D., as recorded in Plat Book 41, pages 130 through 132, said Public Records.

LESS

A portion of the East One-Half (E 1/2) of Section 14, Township 44 South, Range 41 East of said Palm Beach County, Florida and being more particularly described as follows:

BEGINNING at the Southeasterly corner of Lot 1, Brookside - Plat No. 2 of Palm Beach Polo and Country Club, Wellington P.U.D., as recorded in Plat Book 50, pages 175-176 of the Public Records of Palm Beach County, Florida; thence South 14 degrees, 00 minutes, 00 seconds West along the Westerly right of way line of Golf Brook Drive (as now laid out and in use) as shown on the Plat of said Brookside - Plat No. 1, a distance of 10.00 feet; thence North 76 degrees, 26 minutes, 12 seconds West along a line that is 10.00 feet South of and parallel with the South line of said Lot 1, a distance of 136.62 feet; thence North 04 degrees, 44 minutes, 19 seconds West along the Southerly extension of the West line of said Lot 1, a distance of 10.53 feet to the Southwesterly corner of said Lot 1; thence South 76 degrees, 26 minutes, 12 seconds East along the South line of said Lot 1, a distance of 140.00 feet to the POINT OF BEGINNING. (Same point being in the Southeasterly corner of said Lot 1).

AND LESS

A triangular parcel of land lying adjacent to the West line of Lot 1 of Brookside - Plat No. 1 of Palm Beach Polo and Country Club - Wellington P.U.D., as recorded in Plat Book 50, pages 175 and 176 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Northwesterly corner of said Lot 1; thence South 04 degrees, 44 minutes, 19 seconds East along the West line of said Lot 1 and Southerly extension thereof, a distance of 118.72 feet; thence North 76 degrees, 26 minutes, 12 seconds West parallel with and 10 feet South of the South line of said Lot 1, a distance of 21.16 feet; thence North 05 degrees, 25 minutes, 24 seconds East, a distance of 113.86 feet to the POINT OF BEGINNING.

AND LESS

Ten parcels located in Section 14 as described in deeds recorded in Official Record Book 5571, page 1865; Official Record Book 5876, page 1353; Official Record Book 5882, page 593; Official Record Book 6195, page 561 and Official Record Book 6640, page 1505; and Official Record Book 6802, page 1899; and Official Record Book 6649, page 268; Official Record Book 6599, page 341; Official Record Book 4568, page 1868 and Official Record Book 7049, page 1664.

AND LESS THE FOLLOWING 33 PLATS

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All of Maidstone No. 1 of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 44, page 20.

All of Longwood Green of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 44, page 55.

Golf and Tennis Village Parcel "C" of Palm Beach Polo and Country Club, recorded in Plat Book 44, page 184.

All of Pebblewood Phase I of Palm Beach Polo and Country Club, recorded in Plat Book 45, page 35.

All of Pebblewood Phase II of Palm Beach Polo and Country Club, recorded in Plat Book 46, page 76.

All of Pebblewood Phase III of Palm Beach Polo and Country Club, recorded in Plat Book 47, page 128.

All of Muirfield Plat No. 1 of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 48, page 30.

All of Las Casitas Phase Two of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 49, page 54.

Replat of Lot 15, Longwood Green of Palm Beach Polo and Country Club, recorded in Plat Book 49, page 84.

All of Muirfield Plat No. 2 of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 49, page 166.

First Fairway Condominium, Plat No. 1 of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 49, page 191.

First Fairway Condominium, Plat No. 2 of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 50, page 157.

All of Brookside Plat No. 1 of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 50, page 175.

All of Pebblewood, Phase IV of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 51, page 4.

All of Brookside Plat No. 2 of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 51, page 95.

All of Las Casitas Plat No. 3 of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 52, page 23.

All of Windsor Way Plat No. 1 of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 52, page 99.

All of Windsor Way - Plat No. 2 of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 52, page 176.

Brookside Plat No. 3 of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 54, page 75.

Oak Tree Villas, as recorded in Plat Book 57, page 112.

All of Fairway Island of Palm Beach Polo and Country Club of Wellington P.U.D., recorded in Plat Book 57, page 116.

Oak Tree Estates, recorded in Plat Book 57, page 121.

Bent Cypress, recorded in Plat Book 59, page 13.

Shady Oaks, recorded in Plat Book 59, page 117.

Kensington, recorded in Plat Book 62, page 69.

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Golf and Tennis Village Phase I of Palm Beach Polo and Country Club, recorded in Plat Book 35, page 185.

Golf and Tennis Village - Phase 2A of Palm Beach Polo and Country Club, Wellington - P.U.D., recorded in Plat Book 41, page 130.

Las Casitas Phase One of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 45, page 51.

All of Las Casitas, Plat No. 4 of Palm Beach Polo and Country Club of Wellington P.U.D., recorded in Plat Book 54, page 110.

Golf and Tennis Village - Phase 3 of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 42, page 132.

Brookside - Plat No. 4 of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 58, page 45.

Sunnydale Drive of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 58, page 82.

Polo Club Road Plat No. 1 of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 48, page 28.

AND LESS that part of Section 14 (in Official Record Book 5876, page 1353) described as:

A parcel of land adjacent to Lot 10 of Oaktree Estates of Palm Beach Polo and Country Club Wellington, P.U.D., according to the Plat thereof as recorded in Plat Book 57, Pages 121-122, of the Public Records of Palm Beach County, Florida; being more particularly described as follows:

Beginning at the Northwesterly most corner of said Lot 10, Oaktree Estates of Palm Beach Polo and Country Club; thence South 22 degrees, 26 minutes, 00 seconds East along the West line of said Lot 10, a distance of 25.28 feet; thence South 10 degrees, 58 minutes, 32 seconds East continuing along said West lot line, a distance of 94.72 feet to the Southwesterly most corner of said Lot 10; thence North 13 degrees, 22 minutes, 55 seconds West, a distance of 119.60 feet to the POINT OF BEGINNING.

AND LESS

Winding Oaks of Palm Beach Polo and Country Club Wellington - P.U.D., recorded in Plat Book 68, page 145.

AND LESS Parcels in Official Record Book 4975, page 1866.

AND LESS Parcel 7C-1058 (52) & (67) HEREINAFTER DESCRIBED:

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## Parcel 7C - 1056 (52)

A PARCEL OF LAND LYING IN SECTION 14, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 01 DEGREES 03 MINUTES 05 SECONDS WEST ALONG THE LINE COMMON TO SECTIONS 14 AND 15, TOWNSHIP 44 SOUTH, RANGE 41 EAST, A DISTANCE OF 697.62 FEET TO THE NON-RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIAL BEARING OF SOUTH 07 DEGREES 10 MINUTES 30 SECONDS WEST AND A RADIUS AT SAID INTERSECTION OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03 DEGREES 22 MINUTES 55 SECONDS A DISTANCE OF 2.25 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 79 DEGREES 26 MINUTES 35 SECONDS EAST A DISTANCE OF 32.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48 DEGREES 16 MINUTES 06 SECONDS, A DISTANCE OF 42.12 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 439.61 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32 DEGREES 52 MINUTES 48 SECONDS A DISTANCE OF 98.82 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 44 DEGREES 03 MINUTES 17 SECONDS EAST A DISTANCE OF 21.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09 DEGREES 19 MINUTES 01 SECONDS, A DISTANCE OF 32.52 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES 03 MINUTES 01 SECONDS, A DISTANCE OF 65.58 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14 DEGREES 18 MINUTES 48 SECONDS, A DISTANCE OF 29.98 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 70.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41 DEGREES 42 MINUTES 11 SECONDS, A DISTANCE OF 50.95 FEET TO THE POINT OF TANGENCY; THENCE NORTH 74 DEGREES 11 MINUTES 19 SECONDS EAST, A DISTANCE OF 01.13 FEET; THENCE NORTH 77 DEGREES 13 MINUTES 16 SECONDS EAST, A DISTANCE OF 88.67 FEET; THENCE NORTH 75 DEGREES 05 MINUTES 49 SECONDS EAST, A DISTANCE OF 142.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 45.39 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45 DEGREES 17 MINUTES 59 SECONDS, A DISTANCE OF 35.09 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 94.79 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 19 MINUTES 39 SECONDS A DISTANCE OF 27.01 FEET TO THE POINT OF TANGENCY; THENCE NORTH 13 DEGREES 28 MINUTES 11 SECONDS EAST, A DISTANCE OF 86.44 FEET; THENCE NORTH 01 DEGREES 46 MINUTES 33 SECONDS EAST, A DISTANCE OF 107.00

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FEET; THENCE NORTH 05 DEGREES 08 MINUTES 21 SECONDS EAST; A DISTANCE OF 82.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 201.94 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 64 DEGREES 45 MINUTES 11 SECONDS, A DISTANCE OF 228.11 FEET TO THE POINT OF TANGENCY; THENCE NORTH 69 DEGREES 53 MINUTES 33 SECONDS EAST, A DISTANCE OF 56.86 FEET; THENCE NORTH 65 DEGREES 24 MINUTES 01 SECONDS EAST, A DISTANCE OF 177.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 150.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 36 MINUTES 04 SECONDS, A DISTANCE OF 32.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 270.85 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14 DEGREES 40 MINUTES 50 SECONDS, A DISTANCE OF 69.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 450.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04 DEGREES 57 MINUTES 39 SECONDS, A DISTANCE OF 38.94 FEET TO THE POINT OF TANGENCY; THENCE NORTH 68 DEGREES 16 MINUTES 47 SECONDS EAST, A DISTANCE OF 61.38 FEET; THENCE NORTH 67 DEGREES 44 MINUTES 39 SECONDS EAST, A DISTANCE OF 69.74 FEET; THENCE NORTH 63 DEGREES 08 MINUTES 49 SECONDS EAST, A DISTANCE OF 73.69 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 240.52 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28 DEGREES 54 MINUTES 20 SECONDS, A DISTANCE OF 125.38 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 83 DEGREES 58 MINUTES 51 SECONDS EAST, A DISTANCE OF 89.30 FEET; THENCE SOUTH 85 DEGREES 14 MINUTES 00 SECONDS EAST, A DISTANCE OF 117.43 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 54 SECONDS EAST, A DISTANCE OF 86.39 FEET; THENCE NORTH 73 DEGREES 52 MINUTES 13 SECONDS EAST, A DISTANCE OF 41.29 FEET; THENCE SOUTH 11 DEGREES 22 MINUTES 27 SECONDS WEST, A DISTANCE OF 53.47 FEET; THENCE SOUTH 20 DEGREES 57 MINUTES 41 SECONDS EAST, A DISTANCE OF 10.18 FEET TO A NON-RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 80.89 FEET AND A RADIAL BEARING OF SOUTH 88 DEGREES 31 MINUTES 40 SECONDS EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29 DEGREES 51 MINUTES 18 SECONDS, A DISTANCE OF 42.15 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 28 DEGREES 22 MINUTES 58 SECONDS EAST, A DISTANCE OF 42.15 FEET; THENCE SOUTH 20 DEGREES 57 MINUTES 41 SECONDS EAST, A DISTANCE OF 150.59 FEET; THENCE SOUTH 50 DEGREES 05 MINUTES 58 SECONDS WEST, A DISTANCE OF 174.46 FEET; THENCE NORTH 19 DEGREES 20 MINUTES 00 SECONDS WEST, A DISTANCE OF 7.60 FEET; THENCE SOUTH 50 DEGREES 41 MINUTES 35 SECONDS WEST, A DISTANCE OF 25.65 FEET; THENCE SOUTH 73 DEGREES 11 MINUTES 35 SECONDS WEST, A DISTANCE OF 25.01 FEET; THENCE SOUTH 18 DEGREES 32 MINUTES 27 SECONDS EAST, A DISTANCE OF 44.00 FEET; THENCE SOUTH 73 DEGREES 11 MINUTES 18 SECONDS WEST, A DISTANCE OF 23.91 FEET; THENCE NORTH 36 DEGREES 24 MINUTES 41 SECONDS WEST, A DISTANCE OF 8.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 44.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH CENTRAL ANGLE OF 85 DEGREES 10 MINUTES 50 SECONDS, A DISTANCE OF 65.42 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 143.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES 57 MINUTES 01 SECONDS, A

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DISTANCE OF 64.99 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 84 DEGREES 21 MINUTES 22 SECONDS WEST, A DISTANCE OF 18.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 249.95 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28 DEGREES 01 MINUTES 34 SECONDS, A DISTANCE OF 122.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 176.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 11 MINUTES 34 SECONDS, A DISTANCE OF 40.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 323.04 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09 DEGREES 33 MINUTES 54 SECONDS, A DISTANCE OF 53.93 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 59 DEGREES 57 MINUTES 26 SECONDS WEST, A DISTANCE OF 79.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 281.94 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26 DEGREES 06 MINUTES 10 SECONDS, A DISTANCE OF 128.45 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86 DEGREES 03 MINUTES 36 SECONDS WEST, A DISTANCE OF 37.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 789.20 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 17 MINUTES 07 SECONDS, A DISTANCE OF 306.96 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 63 DEGREES 46 MINUTES 29 SECONDS WEST, A DISTANCE OF 98.04 FEET; THENCE SOUTH 67 DEGREES 15 MINUTES 37 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 50.77 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30 DEGREES 19 MINUTES 40 SECONDS, A DISTANCE OF 26.87 FEET TO THE POINT OF TANGENCY; THENCE NORTH 70 DEGREES 08 MINUTES 53 SECONDS WEST, A DISTANCE OF 12.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 45.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34 DEGREES 45 MINUTES 18 SECONDS, A DISTANCE OF 27.30 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 75 DEGREES 05 MINUTES 49 SECONDS WEST, A DISTANCE OF 132.41 FEET; THENCE SOUTH 77 DEGREES 13 MINUTES 16 SECONDS WEST, A DISTANCE OF 69.60 FEET; THENCE NORTH 12 DEGREES 48 MINUTES 44 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

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A PARCEL OF LAND LYING IN SECTIONS 14 AND 15, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 01 DEGREES 03 MINUTES 05 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 15, TOWNSHIP 44 SOUTH, RANGE 41 EAST, A DISTANCE OF 697.62 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL AND THE NON-RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIAL BEARING OF SOUTH 07 DEGREES 10 MINUTES 30 SECONDS WEST AND A RADIUS AT SAID INTERSECTION OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3 DEGREES 22 MINUTES 53 SECONDS A DISTANCE OF 0.85 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 29 DEGREES 26 MINUTES 35 SECONDS EAST A DISTANCE OF 32.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48 DEGREES 16 MINUTES 08 SECONDS A DISTANCE OF 42.12 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 439.61 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 52 MINUTES 40 SECONDS A DISTANCE OF 98.02 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 44 DEGREES 03 MINUTES 17 SECONDS EAST A DISTANCE OF 21.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09 DEGREES 19 MINUTES 01 SECONDS, A DISTANCE OF 32.52 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES 03 MINUTES 01 SECONDS, A DISTANCE OF 65.58 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14 DEGREES 18 MINUTES 48 SECONDS, A DISTANCE OF 29.98 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 70.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41 DEGREES 42 MINUTES 11 SECONDS, A DISTANCE OF 50.95 FEET TO THE POINT OF TANGENCY; THENCE NORTH 74 DEGREES 13 MINUTES 19 SECONDS EAST, A DISTANCE OF 81.13 FEET; THENCE NORTH 77 DEGREES 13 MINUTES 16 SECONDS EAST, A DISTANCE OF 89.46 FEET; THENCE SOUTH 12 DEGREES 46 MINUTES 44 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 77 DEGREES 13 MINUTES 16 SECONDS WEST, A DISTANCE OF 88.34 FEET; THENCE SOUTH 74 DEGREES 11 MINUTES 19 SECONDS WEST, A DISTANCE OF 120.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 102.57 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 37 MINUTES 20 SECONDS, A DISTANCE OF 29.76 FEET TO THE POINT OF TANGENCY; THENCE NORTH 17 DEGREES 12 MINUTES 13 SECONDS WEST, A DISTANCE OF 5.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 29.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75 DEGREES 27 MINUTES 50 SECONDS, A DISTANCE OF 38.20 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 139.70 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39 DEGREES 43 MINUTES 35 SECONDS, A DISTANCE OF 96.86 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 47 DEGREES 36 MINUTES 13 SECONDS WEST, A DISTANCE OF 87.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 268.10 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20 DEGREES 29 MINUTES 29 SECONDS A DISTANCE OF 95.08 FEET TO THE INTERSECTION WITH THE SAID LINE COMMON TO SECTIONS 14 AND 15, TOWNSHIP 44 SOUTH, RANGE 41 EAST; THENCE CONTINUE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09 DEGREES 55 MINUTES 14 SECONDS, A DISTANCE OF 46.42 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 70 DEGREES 00 MINUTES 56 SECONDS WEST, A DISTANCE OF 82.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 337.13 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES 13 MINUTES 56 SECONDS, A DISTANCE OF 144.47 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF

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64.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47 DEGREES 22 MINUTES 41 SECONDS A DISTANCE OF 52.92 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 55 DEGREES 52 MINUTES 11 SECONDS WEST, A DISTANCE OF 58.76 FEET; THENCE SOUTH 58 DEGREES 34 MINUTES 29 SECONDS WEST, A DISTANCE OF 42.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 491.44 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 23 MINUTES 38 SECONDS, A DISTANCE OF 114.88 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 199.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 28 MINUTES 46 SECONDS, A DISTANCE OF 39.87 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 151.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 24 MINUTES 55 SECONDS, A DISTANCE OF 43.26 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 76 DEGREES 54 MINUTES 15 SECONDS WEST, A DISTANCE OF 33.36 FEET; THENCE SOUTH 87 DEGREES 20 MINUTES 37 SECONDS WEST, A DISTANCE OF 55.04 FEET; THENCE SOUTH 75 DEGREES 45 MINUTES 44 SECONDS WEST, A DISTANCE OF 34.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 974.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03 DEGREES 38 MINUTES 31 SECONDS, A DISTANCE OF 62.04 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 2456.96 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03 DEGREES 52 MINUTES 14 SECONDS A DISTANCE OF 165.98 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1024.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05 DEGREES 18 MINUTES 36 SECONDS, A DISTANCE OF 94.90 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1439.18 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05 DEGREES 36 MINUTES 12 SECONDS, A DISTANCE OF 140.75 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 83 DEGREES 34 MINUTES 06 SECONDS WEST, A DISTANCE OF 84.91 FEET; THENCE NORTH 04 DEGREES 08 MINUTES 54 SECONDS WEST, A DISTANCE OF 167.84 FEET; THENCE NORTH 30 DEGREES 10 MINUTES 05 SECONDS WEST, A DISTANCE OF 22.77 FEET; THENCE NORTH 04 DEGREES 06 MINUTES 54 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF ACHE IMPROVEMENT DISTRICT CANAL C-7, A DISTANCE OF 68.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 237.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 58 MINUTES 53 SECONDS, A DISTANCE OF 45.43 FEET TO THE POINT OF TANGENCY; THENCE NORTH 78 DEGREES 25 MINUTES 39 SECONDS EAST, A DISTANCE OF 109.02 FEET; THENCE NORTH 80 DEGREES 44 MINUTES 58 SECONDS EAST, A DISTANCE OF 143.17 FEET; THENCE NORTH 72 DEGREES 39 MINUTES 40 SECONDS EAST, A DISTANCE OF 145.55 FEET; THENCE NORTH 69 DEGREES 29 MINUTES 40 SECONDS EAST, A DISTANCE OF 104.52 FEET; THENCE NORTH 70 DEGREES 28 MINUTES 32 SECONDS EAST A DISTANCE OF 110.27 FEET; THENCE NORTH 70 DEGREES 37 MINUTES 32 SECONDS EAST, A DISTANCE OF 189.58 FEET; THENCE NORTH 65 DEGREES 40 MINUTES 02 SECONDS EAST, A DISTANCE OF 121.39 FEET; THENCE NORTH 68 DEGREES 31 MINUTES 17 SECONDS EAST, A DISTANCE OF 65.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 600.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 30 MINUTES 04 SECONDS, A DISTANCE OF 109.97 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 603.13 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17 DEGREES 48 MINUTES 57 SECONDS, A DISTANCE OF 187.54 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 150.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 20 MINUTES 21 SECONDS, A DISTANCE OF 55.87 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

AND

All that part of said Section 15 being bounded on the North by the Southerly right of way line of South Shore Boulevard as laid out and in use, less however the Plat of Stable Site of Wellington - P.U.D., as recorded in Plat Book 33, page 138, and less the South 50.00 feet of said Section 15.

RECORDER'S MEMO: Legibility of document  
unsatisfactory when received.

## LESS

The unplatted portion of the following described property:

All of Lot 2, Longwood Green West of Palm Beach Polo and Country Club - Wellington - P.U.D., as recorded in Plat Book 48, page 183 of the Public Records of Palm Beach County, Florida and a portion of the Northeast One-Quarter (N.E. 1/4) of Section 15, Township 44 South, Range 41 East of said Palm Beach County, Florida and being more particularly described as follows:

BEGINNING at the Northeasterly corner of said Lot 2, thence South 31 degrees, 47 minutes, 53 seconds East (assumed bearing) along the East line of said Lot 2 (same line being the West line of a 30.00 foot platted road right of way as shown on said Plat of Longwood Green West of Palm Beach Polo and Country Club) a distance of 79.87 feet to the beginning of a curve concave to the Northeast having a radius of 397.20 feet and a central angle of 03 degrees, 29 minutes, 07 seconds; thence Southeasterly along the arc of said curve, a distance of 24.16 feet; thence South 54 degrees, 43 minutes, 00 seconds West along the South line of said Lot 2, a distance of 111.18 feet; thence North 63 degrees, 17 minutes, 19 seconds West, a distance of 11.18 feet; thence North 36 degrees, 43 minutes, 24 seconds West along a

line that is 5.00 feet West of and parallel with the West line of said Lot 2, a distance of 98.31 feet; thence North 56 degrees, 41 minutes, 00 seconds East along the Westerly extension of the North line of said Lot 2 and the North line of said Lot 2, a distance of 124.57 feet to the POINT OF BEGINNING.

## AND LESS

A portion of land in Section 15, being more particularly described as follows:

Commencing at the Northwesterly corner of Lot 2 of Longwood Green West of Palm Beach Polo and Country Club - Wellington, P.U.D., according to the plat thereof as recorded in Plat Book 48, page 183, Public Records of Palm Beach County, Florida; thence South 56 degrees, 41 minutes, 00 seconds West, along the Southwesterly extension of the Northwesterly line of said Lot 2, a distance of 5.01 feet; thence South 36 degrees, 43 minutes, 24 seconds East, along a line 5.00 feet Southwesterly from and parallel with the Southeasterly line of said Lot 2, a distance of 26.80 feet to the POINT OF BEGINNING of the herein described parcel; thence South 53 degrees, 16 minutes, 36 seconds West, a distance of 1.40 feet; thence South 35 degrees, 15 minutes, 29 seconds East a distance of 79.39 feet; thence North 67 degrees, 34 minutes, 57 seconds East, a distance of 8.70 feet to the Southeasterly corner of said Lot 2; thence North 63 degrees, 17 minutes, 19 seconds West, a distance of 11.18 feet; thence North 36 degrees, 43 minutes, 24 seconds West, a distance of 71.51 feet to the POINT OF BEGINNING.

## AND LESS

The unplatted portion of the following described property:

All of Lot 3, Longwood Green West of Palm Beach Polo and Country Club - Wellington - P.U.D., as recorded in Plat Book 48, page 183 of the Public Records of Palm Beach County, Florida and a portion of the Northeast One-Quarter (N.E. 1/4) of Section 15, Township 44 South, Range 41 East of said Palm Beach County, Florida being more particularly described as follows:

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BEGINNING at the Southeasterly corner of said Lot 3; thence South 56 degrees, 41 minutes, 00 seconds West (assumed bearing) along the South line of said Lot 3 and the Westerly extension of the South line of said Lot 3 a distance of 124.57 feet; thence North 36 degrees, 43 minutes, 24 seconds West along a line that is 5.00 feet West of and parallel with the West line of said Lot 3, a distance of 107.49 feet to a point of intersection with the South line of Lot 4, of said Longwood Green West of Palm Beach Polo and Country Club; thence North 62 degrees, 12 minutes, 45 seconds East along the South line of said Lot 4 and the Easterly extension of the South line of said Lot 4, a distance of 110.77 feet to the beginning of a curve concave to the Southwest having a radius of 25.00 feet; and a central angle of 85 degrees, 59 minutes, 22 seconds; thence Southeasterly along the arc of said curve, a distance of 37.52 feet to a point of intersection with the West line of a 30.00 foot platted road right of way as shown on said Plat of Longwood Green West of Palm Beach Polo and Country Club; thence South 31 degrees, 47 minutes, 53 seconds East along said West Right of Way line (same line being the East line of said Lot 3) a distance of 71.10 feet to the POINT OF BEGINNING.

#### AND LESS

The unplatted portion of the following described property:

All of Lot 7, Longwood Green West of Palm Beach Polo and Country Club - Wellington - P.U.D., as recorded in Plat Book 48, page 183 of the Public Records of Palm Beach County, Florida and a portion of the Northeast One-Quarter (N.E. 1/4) of Section 15, Township 44 South, Range 41 East of said Palm Beach County, Florida and being more particularly described as follows:

Beginning at the Southeasterly corner of said Lot 7; thence South 62 degrees, 12 minutes, 45 seconds West (assumed bearing) along the South line of said Lot 7 (same line being the North line of a 30.00 foot platted road right of way as shown on said plat of Longwood Green West of Palm Beach Polo and Country Club), a distance of 85.00 feet; thence North 27 degrees, 47 minutes, 15 seconds West, along the West line of said Lot 7, a distance of 130.00 feet; thence North 62 degrees, 12 minutes, 45 seconds East along a line that is 130.00 feet North of and parallel with the South line of said Lot 7, a distance of 85.00 feet; thence South 27 degrees, 47 minutes, 15 seconds East along the Northerly extension of the East line of said Lot 7 and the East line of said Lot 7, a distance of 130.00 feet to the POINT OF BEGINNING.

#### AND LESS

The unplatted portion of following described property:

All of Lot 8, Longwood Green West of Palm Beach Polo and Country Club - Wellington - P.U.D., as recorded in Plat Book 48, page 183 of the Public Records of Palm Beach County, Florida and a portion of the Northeast One-Quarter (N.E. 1/4) of Section 15, Township 44 South, Range 41 East of said Palm Beach County, Florida and being more particularly described as follows:

Beginning at the Southwesterly corner of said Lot 8; thence North 27 degrees, 47 minutes, 15 seconds West (assumed bearing) along the West line of said Lot 8, a distance of 160.00 feet; thence North 62 degrees, 12 minutes, 45 seconds East, a distance of 100.00 feet; thence South 27 degrees, 47 minutes, 15 seconds East along the Northerly Extension of the East line of said Lot 8 and the East line of said Lot 8, a distance of 105.00 feet; thence South 33 degrees, 24 minutes, 06 seconds West along the Southerly line of said Lot 8, a distance of 114.13 feet to the POINT OF BEGINNING.

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unsatisfactory when received.

## AND LESS

A portion of said Section 15, adjoining the said Southerly line of Lot 8, Longwood Green West of Palm Beach Polo and Country Club - Wellington - P.U.D., according to the Plat recorded in Plat Book 48, page 183, Public Records of Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the said Southwesterly corner of Lot 8; thence North 33 degrees, 24 minutes, 06 seconds East, along the said Southerly line of Lot 8, a distance of 63.84 feet to the POINT OF BEGINNING, thence continuing North 33 degrees, 24 minutes, 06 seconds East, a distance of 42.61 feet; thence South 55 degrees, 14 minutes, 39 seconds east, a distance of 9.92 feet; thence South 42 degrees, 29 minutes, 31 seconds West, a distance of 39.62 feet; thence South 81 degrees, 45 minutes, 05 seconds West, a distance of 4.90 feet to the POINT OF BEGINNING.

## AND LESS

The unplatted portion of the following described property:

All of Lot 9, Longwood Green West of Palm Beach Polo and Country Club - Wellington - P.U.D., as recorded in Plat Book 48, page 183 of the Public Records of Palm Beach County, Florida and a portion of the Northeast One-Quarter (N.E. 1/4) of Section 15, Township 44 South, Range 41 East of said Palm Beach County, Florida and being more particularly described as follows:

Beginning at the Northeasterly corner of said Lot 9; thence South 27 degrees, 47 minutes, 15 seconds East (assumed bearing) along the Easterly line and the Southerly extension thereof of said Lot 9, a distance of 143.04 feet; thence South 58 degrees, 12 minutes, 07 seconds West along a line that is 15.00 feet Southerly of and parallel with the Southerly line of said Lot 9, a distance of 93.65 feet to a point of intersection with the Westerly line of said Lot 9 (same point being on the Easterly line of a 30.00 foot platted road right of way as shown on said Plat of Longwood Green West of Palm Beach Polo and Country Club); thence North 31 degrees, 47 minutes, 53 seconds West along the Easterly Right of Way (same line being the Westerly line and the Southerly extension thereof of said Lot 9), a distance of 123.14 feet to the beginning of a curve concave to the East having a radius of 25.00 feet and a central angle of 94 degrees, 00 minutes, 38 seconds; thence Northwesterly, Northerly and Northeasterly along the arc of said curve, a distance of 41.02 feet; thence North 62 degrees, 12 minutes, 45 seconds East along the Northerly line of said Lot 9, (same line being the Southerly line of a 30.00 foot platted road right of way as shown on said Plat of Longwood Green West of Palm Beach Polo and Country Club) a distance of 77.10 feet to the POINT OF BEGINNING.

AND LESS PARCELS 7C-113 AND 7C-115 HEREINAFTER DESCRIBED:

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PROPERTY DESCRIPTION  
PARCEL 7C-113

A TRACT OF LAND IN THE SOUTH 1/2 OF SECTION 15, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA DESCRIBED AS:

BEGINNING AT THE MOST SOUTHEASTERLY POINT IN THE PLAT OF POLO CLUB ROAD PLAT NO. 2 OF PALM BEACH POLO AND COUNTRY CLUB WELLINGTON P.U.D., AS RECORDED IN PLAT BOOK 63, PAGES 82 AND 82A; SAID POINT BEING ON THE ARC OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 640.00 FEET AND A CENTRAL ANGLE OF 27 DEGREES 23 MINUTES 34 SECONDS, THENCE NORTHWESTERLY ALONG SAID CURVE (ALSO BEING THE SOUTH RIGHT OF WAY LINE OF SAID ROAD) A DISTANCE OF 305.98 FEET TO A POINT OF TANGENCY; THENCE NORTH 45 DEGREES 54 MINUTES 52 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE 777.93 FEET; THENCE DEPARTING FROM SAID RIGHT OF WAY, NORTH 66 DEGREES 17 MINUTES 39 SECONDS WEST, A DISTANCE OF 73.27 FEET; THENCE SOUTH 26 DEGREES 03 MINUTES 24 SECONDS WEST, 170.00 FEET; THENCE SOUTH 35 DEGREES 07 MINUTES 49 SECONDS EAST, 357.60 FEET; THENCE SOUTH 03 DEGREES 23 MINUTES 13 SECONDS EAST, 444.79 FEET; THENCE SOUTH 03 DEGREES 10 MINUTES 33 SECONDS WEST, 477.47 FEET; THENCE SOUTH 11 DEGREES 59 MINUTES 49 SECONDS WEST, 324.31 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 76 DEGREES 31 MINUTES 25 SECONDS; THENCE SOUTHERLY AND WESTERLY ON SAID CURVE 233.73 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88 DEGREES 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 192.07 FEET; THENCE SOUTH 84 DEGREES 16 MINUTES 19 SECONDS WEST 227.20 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 324.00 FEET AND A CENTRAL ANGLE OF 10 DEGREES 58 MINUTES 33 SECONDS; THENCE ALONG THE ARC OF SAID CURVE 62.07 FEET TO A POINT OF TANGENCY; THENCE NORTH 84 DEGREES 45 MINUTES 08 SECONDS WEST, 131.18 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 324.00 FEET AND A CENTRAL ANGLE OF 09 DEGREES 04 MINUTES 38 SECONDS; THENCE ALONG THE ARC OF SAID CURVE 51.33 FEET TO THE POINT OF TANGENCY; THENCE NORTH 75 DEGREES 40 MINUTES 30 SECONDS WEST 93.51 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 276.00 FEET AND A CENTRAL ANGLE OF 21 DEGREES 24 MINUTES 54 SECONDS; THENCE ALONG THE ARC OF SAID CURVE 103.16 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 82 DEGREES 54 MINUTES 36 SECONDS WEST, 148.48 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 70.88 FEET AND A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 40 SECONDS; THENCE ALONG THE ARC OF SAID CURVE 60.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 140 DEGREES 50 MINUTES 24 SECONDS; THENCE ALONG THE ARC OF SAID CURVE 24.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF 16 DEGREES 56 MINUTES 22 SECONDS; THENCE ALONG THE ARC OF SAID CURVE 68.00 FEET TO POINT; THENCE SOUTH 19 DEGREES 31 MINUTES 46 SECONDS WEST, 69.55 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 370 FEET AND A CENTRAL ANGLE OF 15 DEGREES 33 MINUTES 21 SECONDS; THENCE ALONG THE ARC OF SAID CURVE 100.45 TO A POINT OF TANGENCY; THENCE SOUTH 03 DEGREES 58 MINUTES 25 SECONDS WEST, 85.71 FEET TO A POINT IN A LINE, PARALLEL TO AND 50 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 37 MINUTES 48 SECONDS EAST ON SAID PARALLEL LINE 1745.33 FEET TO THE SOUTHWEST CORNER OF THE PLAT OF STABLE SITE OF WELLINGTON - PUD, AS RECORDED IN PLAT BOOK 33, PAGE 138, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS; THENCE NORTH 01 DEGREES 03 MINUTES 34 SECONDS EAST ALONG THE WEST LINE OF SAID PLAT, 933.42 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 37 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF SAID PLAT, 783.25 FEET; THENCE NORTH 01 DEGREES 03 MINUTES 05 SECONDS EAST, 59.02 FEET; THENCE NORTH 84 DEGREES 49 MINUTES 59 SECONDS WEST, 168.16 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 74.00 FEET AND

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A CENTRAL ANGLE OF 85 DEGREES 38 MINUTES 59 SECONDS; THENCE WESTERLY AND NORTHERLY ON THE ARC OF SAID CURVE 110.62 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00 DEGREES 49 MINUTES 00 SECONDS EAST 133.41 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 74.00 FEET AND A CENTRAL ANGLE OF 86 DEGREES 18 MINUTES 47 SECONDS; THENCE NORTHERLY AND EASTERLY ON THE ARC OF SAID CURVE 111.48 FEET TO THE POINT OF TANGENCY; THENCE NORTH 87 DEGREES 07 MINUTES 47 SECONDS EAST, 168.42 FEET; THENCE NORTH 01 DEGREES 03 MINUTES 05 SECONDS EAST, 119.97 FEET TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF POLO CLUB ROAD AS SHOWN ON THE PLAT OF MUIRFIELD PLAT NO. 3 OF PALM BEACH POLO AND COUNTRY CLUB WELLINGTON - P.U.D. AS RECORDED IN PLAT BOOK 50, PAGES 18 TO 20 INCLUSIVE, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS, SAID LINE BEING A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 640 FEET AND A CENTRAL ANGLE OF 40 DEGREES 38 MINUTES 10 SECONDS; THENCE WESTERLY ALONG SAID LINE A DISTANCE OF 453.94 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,523,041 SQUARE FEET OR 34.964 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

PARCEL 7C-115

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BOUNDED ON THE EAST BY THE WESTERLY RIGHT OF WAY LINE OF ACME IMPROVEMENT DISTRICT CANAL C-7 AS DESCRIBED IN OFFICIAL RECORD BOOK 2501, PAGE 1128 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND SHOWN ON MUIRFIELD PLAT NO. 3 OF PALM BEACH POLO AND COUNTRY CLUB,

WELLINGTON - P.U.D., AS RECORDED IN PLAT BOOK 50, PAGES 18 THROUGH 20 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BOUNDED ON THE SOUTH BY THE NORTHERLY RIGHT OF WAY LINE OF POLO CLUB ROAD AND BOUNDED ON THE WEST AND NORTH BY THE SOUTHERLY RIGHT OF WAY LINE OF MUIR CIRCLE AS SHOWN ON SAID MUIRFIELD PLAT NO. 3  
(Located in Section 15).

AND LESS ALL OF THE FOLLOWING 14 PLATS

All of Maidstone No. 1 of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 44, page 20.

All of Longwood Green of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 44, page 55.

Muirfield Plat No. 1 of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 48, page 30.

Longwood Green West of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 48, page 183.

Muirfield Plat No. 3 of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 50, page 18.

Muirfield Plat No. 4 of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 51, page 34.

Plat of Bent Cypress, recorded in Plat Book 59, pages 13 and 14.

Muirfield Plat No. 5 of Palm Beach Polo and Country Club, Wellington - P.U.D., as recorded in Plat Book 60, pages 135 and 136.

Polo Club Road Plat No. 2 of Palm Beach Polo and Country Club, Wellington P.U.D., recorded in Plat Book 63, page 82.

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Eagle's Landing of Palm Beach Polo and Country Club, Wellington  
P.U.D., recorded in Plat Book 63, page 159.

Chukker Cove of Palm Beach Polo and Country Club, Wellington  
P.U.D., recorded in Plat Book 63, page 163.

Replat of Lots 1 through 9 - Muirfield - Plat No. 5 of Palm  
Beach Polo and Country Club, Wellington P.U.D., recorded in Plat  
Book 64, page 65.

Bridle Path of Palm Beach Polo and Country Club, Wellington -  
P.U.D., as recorded in Plat Book 64, page 88, and/or described  
in Official Record Book 6215, page 1259.

Hunters Chase of Palm Beach Polo and Country Club, Wellington  
P.U.D., recorded in Plat Book 65, page 165.

AND LESS THE 10 TRACTS DESCRIBED IN:

Official Record Book 5882, page 593; Official Record Book 6215,  
page 1013; and Official Record Book 6601, page 768;  
Official Record Book 6387, page 768;  
and Official Record Book 6802, page 1899; Official  
Record Book 6837, page 755; Official Record Book 6599, page 341;  
Official Record Book 4713, page 1346; Official Record Book  
6215, page 1259 and Official Record Book 7352, page 666.


(Located in Sections 11, 14 and 15).

In addition to the foregoing, the Board of Directors may levy a Special Assessment for the purpose of paying, in whole or in part, any costs or expenses incurred or anticipated to be incurred by the Association arising from or connected with matters which are not contemplated by the Association's then-current budget by virtue of being of an unforeseen, non-recurring nature.


ORB 8780 Pg 773  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date and year first above written.

Signed, sealed and delivered  
in the presence of:

  
Print Name: M.T. Lobase


**PALM BEACH POLO HOLDINGS,  
INC., a Florida corporation**

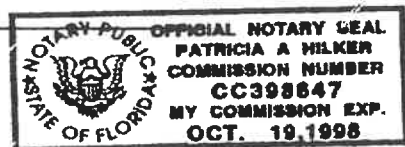
By:   
Print Name: R.C. McLAUGHLIN  
Title: SENIOR VICE PRESIDENT

  
Print Name: NANCY J. JOHNSON

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

The foregoing instrument was acknowledged before me this 7th day of June, 1995 by R.C. McLAUGHLIN as VR. Vice President of PALM BEACH POLO HOLDINGS, INC., a Florida corporation on behalf of the corporation. R.C. McLAUGHLIN is personally known to me or has produced a driver's license as identification.

  
Notary Public, State of Florida  
Print Name: PATRICIA A. HILKER  
Commission No: \_\_\_\_\_  
Commission Exp: \_\_\_\_\_



THIS INSTRUMENT PREPARED BY  
AND TO BE RETURNED TO:

Charles W. Edgar, III, Esq.  
LEVINE, FRANK, EDGAR & TELEPMAN, P.A.  
3300 PGA Boulevard, Suite 500  
Palm Beach Gardens, Florida 33410

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### CERTIFICATE OF AMENDMENT TO BY-LAWS

**THE UNDERSIGNED**, being the President and Secretary of Palm Beach Polo and Country Club Property Owners' Association, Inc., a Florida corporation not-for-profit, hereby certify that the following amendments to the Amended and Restated By-Laws of the corporation as recorded in Official Records Book 8681, Page 1408 of the Public Records of Palm Beach County, Florida were duly adopted by the requisite two-thirds (2/3rds) vote of the Board of Directors of the corporation and two-thirds (2/3rds) vote of the Voting Members thereof at a duly convened meeting of the corporation, said meeting being held upon ten (10) days notice to the Board of Directors and Voting Members, as required by Section 19.1 of the corporation's By-Laws:

1. Section 11.6 of the By-Laws is hereby amended and restated to read:

**11.6 Rates of Assessments.** The annual budget shall be allocated to the Owners/Members on the basis of the following formula for budget units:

(a) Residential Units shall be allocated one (1) budget unit each, provided that those owned by Declarant shall pay assessments at ninety percent (90%) of such rate.

(b) Declarant shall designate the number of Residential Units allocated to each Residential Property based upon its reasonable estimate of the number of Residential Units which will foreseeably be developed thereon, subject to review on an annual basis. The Owner of the Residential Property shall then pay sixty percent (60%) of a budget unit for each Residential Unit so allocated.

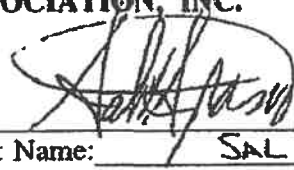
2. Section 11.11 of the By-Laws is hereby amended and restated to read:

**11.11 Declarant's Assessments.** Notwithstanding anything to the contrary, as long as Declarant (or any of its affiliates) is the Owner of any Residential Unit or Residential Property within the Properties, Declarant shall have the option, in its sole


discretion, to (i) pay assessments on the Residential Units and Residential Property owned by it as provided herein, or (ii) 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 (ii), above, shall be the difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs, managements fees, depreciation, and reserves) and (b) the sum of all monies receivable by the Association (including without limitation assessments, interest, late charges, fines, fees, and incidental income) and all 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. When all Residential Units within the Properties are sold and conveyed to purchasers and there is no remaining Residential Property 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, except as may regard members of the Country Club Facilities. 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.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on this 18TH day of NOVEMBER, 1998.

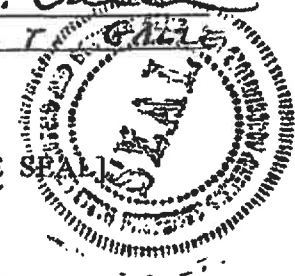
**PALM BEACH POLO AND COUNTRY  
CLUB PROPERTY OWNERS'  
ASSOCIATION, INC.**

By:   
Print Name: SAL V. SPANO  
President

ATTEST:

By:   
Print Name: CRAG T. GALLE  
Secretary

[CORPORATE SEAL]



[NOTARY ACKNOWLEDGEMENT ON NEXT PAGE]

STATE OF FLORIDA )

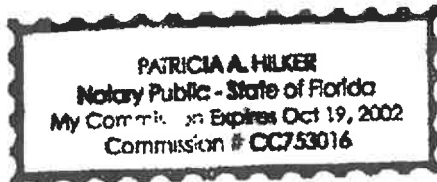
) SS:

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 5th day of November 1998 by SAL SPANO and CRAIG T. GAILE as President and Secretary, respectively, of PALM BEACH POLO AND COUNTRY CLUB PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation. \_\_\_\_\_ and \_\_\_\_\_ are personally known to me or have produced \_\_\_\_\_ as identification.

[NOTARY SEAL]

Patricia A. Wilken  
NOTARY PUBLIC, STATE OF FLORIDA  
Print Name: PATRICIA A. WILKEN



Prepared by and Return to:

Gary A. Levinson, Esq.  
Levinson & Lichtman, LLP  
601 Brickell Key Drive  
Suite 600  
Miami, Florida 33131

CFN 20050669415  
OR BK 19455 PG 0556  
RECORDED 10/31/2005 09:13:34  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0556 - 559; (4pgs)

**DECLARATION OF DEANNEXATION AND CONFIRMATION AND REAFFIRMATION  
OF RESCISSION OF RESTRICTIVE COVENANTS OF PALM BEACH POLO AND  
COUNTRY CLUB PROPERTY OWNERS' ASSOCIATION, INC.**

THIS DECLARATION OF DEANNEXATION AND CONFIRMATION AND  
REAFFIRMATION OF RESCISSION OF RESTRICTIVE COVENANTS OF PALM BEACH  
POLO AND COUNTRY CLUB PROPERTY OWNERS' ASSOCIATION, INC., is made this  
17 day of October, 2005, by Palm Beach Polo Holdings, Inc. (the "Declarant") a Florida  
corporation.

**WITNESSETH:**

WHEREAS, Landmark Land Company of Florida, Inc. ("Landmark"), a Delaware  
corporation recorded that certain Declaration on June 26, 1987 in Official Records Book  
5331, at Page 1589, of the Public Records of Palm Beach County, Florida (the "Original  
Declaration"); and

WHEREAS, the original Declaration was amended by that certain First Amendment  
to the Original Declaration ("First Amendment") dated October 16, 1987, and recorded in  
Official Records Book 5455, Page 523; that certain Amendment to Original Declaration  
dated November 6, 1987, and recorded in Official Records Book 5480, at Page 1632; that  
certain Second Amendment to Original Declaration dated July 26, 1988, and recorded in  
Official Records Book 5755, at Page 1305; that certain Third Amendment to Original  
Declaration dated October 31, 1990, and recorded in Official Records Book 6663, Page  
782; and that certain Fourth Amendment to Original Declaration dated April 29, 1991, and  
recorded in Official Records Book 6826, at Page 1150; as affected by Assignment and  
Agreement recorded in Official Records Book 5882, Page 657, and that certain  
Memorandum of Notice of Assessments recorded in Official Records Book 5564, Page  
1406 (the Original Declaration as amended, the "Declaration"); and

WHEREAS, all capitalized terms not herein defined shall have the meaning set forth  
in the Declaration; and

WHEREAS, the real property (the "Property") described in Exhibit "A" attached  
hereto and made a part hereof was made subject to certain protective covenants,  
restrictions and reservation pursuant to the Declaration; and



WHEREAS, the Declaration was further amended by that certain Amended and Restated Bylaws of Palm Beach Polo and Country Club Property Owners' Association, Inc. (the "Association") dated March 30, 1995, and recorded in Official Records Book 8681, at Page 1408, as amended by that certain Amendment recorded in Official Records Book 8780, Page 772 and that certain Certificate recorded in Official Records Book 10781, Page 1250 (which amended and restated the Certificate of Restatement of Articles of Incorporation and Bylaws recorded in Official Records Book 5331, Page 1737, as amended by Amendments recorded in Official Records Book 5455, Page 525, Official Records Book 5755, Page 1303 and Official Records Book 6663, Page 784) (collectively, the "1995 Amendment"); and

WHEREAS, Section 17.1 of the Declaration and Section 17.1 of the 1995 Amendment provides the right of the Declarant to alter, modify, change, revoke, rescind, or cancel any and all of the restrictive covenants contained therein; and

WHEREAS, at the time of recordation of the Declaration, Landmark was the Declarant (as defined in the Original Declaration) for all real property subject to the Declaration and thereafter, Palm Beach Polo Holdings, Inc. became Declarant as successor-in-interest to Landmark Land Company; and

WHEREAS, Declarant desires to amend the Declaration to effect the changes set forth herein;

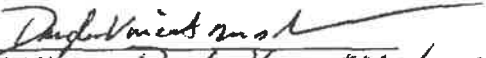
NOW, THEREFORE, by virtue of the authority of the Declarant as hereinabove set forth, the Declaration is hereby amended as follows:

1. The recitals set forth above are true and correct and are incorporated herein by this reference.
2. Pursuant to Sections 17.1 and 18.2 of the Declaration and Sections 17.1 and 18.2 of the 1995 Amendment, the Property is hereby released and deleted from any and all restrictive covenants including without limitation, all restrictions, reservations, limitations, obligations, requirements and benefits delineated within the Declaration and the 1995 Amendment, including without limitation, any and all requirements and restrictions with respect to any and all architectural approvals or other limits on the use of the Property.
3. Declarant represents and confirms that turnover of the Association has not occurred pursuant to Sections 8.3 of the Declaration and of the 1995 Amendment and that 95% of the Residential Units within the Property have not been purchased by Owners for use as Residential Units (as such terms are defined in the 1995 Amendment). In addition, Declarant represents and confirms that it is the sole owner of the Property and the Property is not encumbered by any mortgage or other lien. Therefore, pursuant to Section 18.3 of the Declaration and Section 18.3 of the 1995 Amendment, no parties other than Declarant are required to join in this document in order for it to be effective.


IN WITNESS WHEREOF, Declarant has caused this Declaration of Deannexation and Confirmation and Reaffirmation of Rescission of Restrictive Covenants to be executed as of the day and year first above written.

Signed, Sealed and Delivered  
In the presence of:

  
Print Name: CRAG T. O'NEIL

  
Print Name: Douglas Vincent Moschiano

DECLARANT:  
PALM BEACH POLO HOLDINGS, INC.,  
a Florida corporation

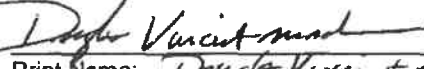
By:   
Glen Straub, President

STATE OF FLORIDA     )  
                                  ) ss:  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17th day of October, 2005, by Glen Straub, as President of Palm Beach Polo Holdings, Inc., a Florida corporation. He [ ☒ ] is personally known to me or [    ] has produced \_\_\_\_\_ as identification.



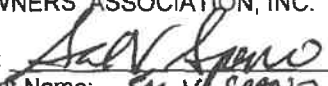
DOUGLAS VINCENT MOSCHIANO  
MY COMMISSION # DD 386842  
EXPIRES: January 18, 2009  
Bonded Thru Budget Notary Services

  
Print Name: Douglas Vincent Moschiano  
Notary Public, State of Florida  
My commission expires: 1/18/2009

**JOINDER AND CONSENT**

The undersigned has reviewed this DECLARATION OF DEANNEXATION AND CONFIRMATION AND REAFFIRMATION OF RESCISSION OF RESTRICTIVE COVENANTS OF PALM BEACH POLO AND COUNTRY CLUB PROPERTY OWNERS' ASSOCIATION, INC., and hereby joins in and consents to all of the matters contained and set forth herein.

PALM BEACH POLO PROPERTY  
OWNERS' ASSOCIATION, INC.

By:   
Print Name: SAV V SPANIO  
As Its: PRESIDENT

RECORD AND RETURN TO:  
GAYLE E. GOLDFARB  
RUDEN, McCLOSKEY, SMITH, SCHUSTER & RUSSELL, P.A.  
POST OFFICE BOX 1900  
FORT LAUDERDALE, FLORIDA 33302



Prepared by and Return to:

GARY A. LEVINSON, ESQ.  
Levinson & Lichtman, LLP  
1451 Ocean Drive #205  
Miami Beach, FL 33139

CFN 20060702352  
OR BK 21218 PG 0097  
RECORDED 12/20/2006 16:12:50  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0097 - 102; (6pgs)

**CORRECTIVE DECLARATION OF DEANNEXATION AND CONFIRMATION AND  
REAFFIRMATION OF RESCISSION OF RESTRICTIVE COVENANTS OF PALM  
BEACH POLO AND COUNTRY CLUB PROPERTY OWNERS' ASSOCIATION, INC.**

THIS CORRECTIVE DECLARATION OF DEANNEXATION AND CONFIRMATION AND REAFFIRMATION OF RESCISSION OF RESTRICTIVE COVENANTS OF PALM BEACH POLO AND COUNTRY CLUB PROPERTY OWNERS' ASSOCIATION, INC., is made this 12<sup>th</sup> day of December, 2006, by Palm Beach Polo Holdings, Inc. (the "Declarant") a Florida corporation, to correct the Declaration of Deannexation recorded October 31, 2005 in Book 19455, Page 556, Official Records of Palm Beach County, Florida, by including Exhibit "A" attached herewith.

**WITNESSETH:**

WHEREAS, Landmark Land Company of Florida, Inc. ("Landmark"), a Delaware corporation recorded that certain Declaration on June 26, 1987 in Official Records Book 5331, at Page 1589, of the Public Records of Palm Beach County, Florida (the "Original Declaration"); and

WHEREAS, the original Declaration was amended by that certain First Amendment to the Original Declaration ("First Amendment") dated October 16, 1987, and recorded in Official Records Book 5455, Page 523; that certain Amendment to Original Declaration dated November 6, 1987, and recorded in Official Records Book 5480, at Page 1632; that certain Second Amendment to Original Declaration dated July 26, 1988, and recorded in Official Records Book 5755, at Page 1305; that certain Third Amendment to Original Declaration dated October 31, 1990, and recorded in Official Records Book 6663, Page 782; and that certain Fourth Amendment to Original Declaration dated April 29, 1991, and recorded in Official Records Book 6826, at Page 1150; as affected by Assignment and Agreement recorded in Official Records Book 5882, Page 657, and that certain Memorandum of Notice of Assessments recorded in Official Records Book 5564, Page 1406 (the Original Declaration as amended, the "Declaration"); and

WHEREAS, all capitalized terms not herein defined shall have the meaning set forth in the Declaration; and

WHEREAS, the real property (the "Property") described in Exhibit "A" attached hereto and made a part hereof was made subject to certain protective covenants, restrictions and reservation pursuant to the Declaration; and

WHEREAS, the Declaration was further amended by that certain Amended and Restated Bylaws of Palm Beach Polo and Country Club Property Owners' Association, Inc. (the "Association") dated March 30, 1995, and recorded in Official Records Book 8681, at Page 1408, as amended by that certain Amendment recorded in Official Records Book 8780, Page 772 and that certain Certificate recorded in Official Records Book 10781, Page 1250 (which amended and restated the Certificate of Restatement of Articles of Incorporation and Bylaws recorded in Official Records Book 5331, Page 1737, as amended by Amendments recorded in Official Records Book 5455, Page 525, Official Records Book 5755, Page 1303 and Official Records Book 6663, Page 784) (collectively, the "1995 Amendment"); and

WHEREAS, Section 17.1 of the Declaration and Section 17.1 of the 1995 Amendment provides the right of the Declarant to alter, modify, change, revoke, rescind, or cancel any and all of the restrictive covenants contained therein; and

WHEREAS, at the time of recordation of the Declaration, Landmark was the Declarant (as defined in the Original Declaration) for all real property subject to the Declaration and thereafter, Palm Beach Polo Holdings, Inc. became Declarant as successor-in-interest to Landmark Land Company; and

WHEREAS, Declarant desires to amend the Declaration to effect the changes set forth herein;

NOW, THEREFORE, by virtue of the authority of the Declarant as hereinabove set forth, the Declaration is hereby amended as follows:

1. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. Pursuant to Sections 17.1 and 18.2 of the Declaration and Sections 17.1 and 18.2 of the 1995 Amendment, the Property is hereby released and deleted from any and all restrictive covenants including without limitation, all restrictions, reservations, limitations, obligations, requirements and benefits delineated within the Declaration and the 1995 Amendment, including without limitation, any and all requirements and restrictions with respect to any and all architectural approvals or other limits on the use of the Property including any assessment lien rights.

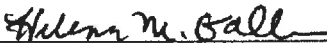
3. Declarant represents and confirms that turnover of the Association has not occurred pursuant to Sections 8.3 of the Declaration and of the 1995 Amendment and that 95% of the Residential Units within the Property have not been purchased by Owners for use as Residential Units (as such terms are defined in the 1995 Amendment). In addition,

Declarant represents and confirms that it is the sole owner of the Property and the Property is not encumbered by any mortgage or other lien. Therefore, pursuant to Section 18.3 of the Declaration and Section 18.3 of the 1995 Amendment, no parties other than Declarant are required to join in this document in order for it to be effective.

IN WITNESS WHEREOF, Declarant has caused this Declaration of Deannexation and Confirmation and Reaffirmation of Rescission of Restrictive Covenants to be executed as of the day and year first above written.

Signed, Sealed and Delivered  
In the presence of:

  
Print Name: Glenn F. Straub

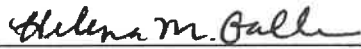
  
Print Name: Helena M. Galle

DECLARANT:  
PALM BEACH POLO HOLDINGS, INC.,  
a Florida corporation

By:   
Glenn Straub, President

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

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2006, by **Glenn Straub, as President of Palm Beach Polo Holdings, Inc., a Florida corporation.** He [ ☒ ] is personally known to me or [ ☐ ] has produced \_\_\_\_\_ as identification.

  
Print Name: Helena M. Galle  
Notary Public, State of Florida  
My commission expires: 11-1-08



**JOINDER AND CONSENT**

The undersigned has reviewed this CORRECTIVE DECLARATION OF DEANNEXATION AND CONFIRMATION AND REAFFIRMATION OF RESCISSION OF RESTRICTIVE COVENANTS OF PALM BEACH POLO AND COUNTRY CLUB PROPERTY OWNERS' ASSOCIATION, INC., and hereby joins in and consents to all of the matters contained and set forth herein.

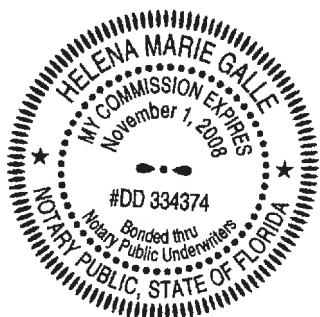
PALM BEACH POLO PROPERTY  
OWNERS' ASSOCIATION, INC.

By: *Sal V. Spano*  
Print Name: SAL V. SPANO  
As Its: PRESIDENT

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

The foregoing instrument was acknowledged before me this 12 day of December, 2006, by SAL V. SPANO, as PRESIDENT of **Palm Beach Polo Property Owners Association, Inc., a Florida corporation.** He [ ] is personally known to me or [ ☒ ] has produced \_\_\_\_\_ as identification.

*Helena M. Galle*  
Print Name: Helena M. Galle  
Notary Public, State of Florida  
My commission expires: 11-1-08



**JOINDER AND CONSENT**


The undersigned has reviewed this CORRECTIVE DECLARATION OF DEANNEXATION AND CONFIRMATION AND REAFFIRMATION OF RESCISSION OF RESTRICTIVE COVENANTS OF PALM BEACH POLO AND COUNTRY CLUB PROPERTY OWNERS' ASSOCIATION, INC., and hereby joins in and consents to all of the matters contained and set forth herein.

PROFESSIONAL CENTER AT WELLINGTON, LLC  
A Florida limited liability company

By: Print Name: DAVID ORTIZAs Its: MANAGING MEMBER

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

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2006, by DAVID ORTIZ, as MANAGING MEMBER of Professional Center at Wellington, LLC, a Florida limited liability company. He [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

  
Print Name: Nelida Jaume  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_





## EXHIBIT "A"

A parcel of land in Section 16, Township 44 South, Range 41 East, Palm Beach County, Florida, being all of Block 62 and part of Parcel J in the Plat of Greenview Shores No. 2 of Wellington - P.U.D., as recorded in Plat Book 31, Pages 120 through 136, of the Public Records of Palm Beach County, Florida: Being more particularly described as follows:

Commencing at the intersection of the Northerly right-of-way line of Acme Drainage District Canal C-23 with the Westerly right-of-way line of South Shore Boulevard (platted as Lake Worth Road) as shown on said plat of Greenview Shores No. 2 of Wellington - P.U.D.; thence North 89 degrees 37 minutes 54 seconds West along said Northerly right-of-way line of Canal C-23, a distance of 360.01 feet to the intersection with the Easterly line of Block 64 of said Plat of Greenview Shores No. 2 of Wellington - P.U.D.; thence North 00 degrees 51 minutes 23 seconds East along said Easterly line of Block 64 and Northerly extension thereof, a distance of 693.58 feet to the Point of Beginning, and the Southerly line of Block 66 as shown on said Plat of Greenview Shores No. 2 of Wellington - P.U.D.; thence continue North 00 degrees 51 minutes 23 seconds East, a distance of 125.00 feet; thence North 89 degrees 08 minutes 37 seconds West along the Northerly line of said Block 66, a distance of 170.52 feet to the non-radial intersection with a curve concave to the Southeast having a radius of 2093.52 feet and a tangent bearing of North 03 degrees 55 minutes 38 seconds East; thence Northeasterly along the arc of said curve through a central angle of 44 degrees 55 minutes 56 seconds, a distance of 1641.77 feet to the non-radial intersection with the Westerly right-of-way line of Greenview Shores Boulevard (Platted as Lake Worth Road) as shown on said Plat of Greenview Shores No. 2 of Wellington - P.U.D., and the arc of a curve concave to the Northeast having a radius of 1407.96 feet and a tangent bearing of South 26 degrees 39 minutes 09 seconds East; thence Southeasterly along the arc of said curve and the said Westerly right-of-way line of Greenview Shores Boulevard through a central angle of 13 degrees 59 minutes 28 seconds, a distance of 343.81 feet to the point of tangency; thence South 40 degrees 38 minutes 37 seconds East, along said Westerly right-of-way line of Greenview Shores Boulevard, a distance of 170.32 feet; thence South 02 degrees 49 minutes 10 seconds West, a distance of 34.39 feet to the non-radial intersection with the said Westerly right-of-way line of South Shore Boulevard and the arc of a curve concave to the Southeast having a radius of 1560.00 feet and a tangent bearing of South 46 degrees 16 minutes 56 seconds West; thence Southwesterly along the arc of said curve and the said Westerly right-of-way line of South Shore Boulevard through a central angle 44 degrees 59 minutes 22 seconds, a distance of 1224.93 feet; thence South 46 degrees 04 minutes 28 seconds West, a distance of 35.22 feet; thence North 89 degrees 08 minutes 37 seconds West, a distance of 335.05 to the Point of Beginning.

w/c 168

This instrument prepared by  
and to be returned to:

FRANCIS X. J. LYNCH, ESQUIRE  
Moyle, Flanigan, Katz, Breton, White & Krasker, P.A.  
625 North Flagler Drive, 9th Floor  
West Palm Beach, Florida 33401

CFN 20080261243  
OR BK 22752 PG 1128  
RECORDED 07/11/2008 16:00:11  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1128 - 1129; (2pgs)

### CERTIFICATE OF AMENDMENT TO BY-LAWS

THE UNDERSIGNED, being the President and Secretary of Palm Beach Polo and Country Club Property Owners' Association, Inc., a Florida corporation not-for-profit, hereby certify that the following amendments to the Amended and Restated By-Laws of the corporation as recorded in Official Record Book 8681, Page 1408, of the Public Records of Palm Beach County, Florida, were duly adopted by the requisite two-thirds (2/3rds) vote of the Board of Directors of the corporation and two-thirds (2/3rds) vote of the Voting Members thereof at a duly convened meeting of the corporation, said meeting being held upon ten (10) days notice to the Board of Directors and Voting Members, as required by Section 19.1 of the corporation's By-Laws:

1. Section 11.8 is hereby deleted in its entirety and replaced with the following:

11.8 Special Assessments. In addition to the annual assessments authorized by Section 11.4 hereof, the Association, through its Board, may levy one (1) or more Special Assessment(s) for such Association purposes, related to Association Property and for such amounts as was, for whatever reason, not otherwise included or provided for in the budget previously adopted by the Board. The amounts and due dates of any such Special Assessment(s) shall be as determined by the Board.

Except as amended herein, the By-Laws remain and may continue in full force and effect.

IN WITNESS WHEREOF, the undersigned as caused these presents to be executed in its

name, by its President, thereunto duly authorized, this 10 day of July, 2008.

Signed, sealed and delivered  
in the presence of:

PALM BEACH POLO HOLDINGS, INC.

By: [Signature]  
GLENN B. STRAUB, President

[Signature]  
Witness  
Print Name: Douglas Moschiano

[Signature]  
Witness  
Print Name: Dania Webb

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

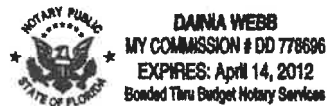
The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of July, 2008, by GLENN B. STRAUB, as President of PALM BEACH POLO HOLDINGS, INC., a Florida corporation, with all power and authority to execute this instrument on behalf of said corporation, who is personally known to me.

WITNESS my hand and seal this 10<sup>th</sup> day of July, 2008.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires

AFFIX NOTARY SEAL





CFN 20090321293  
OR BK 23447 PG 1285  
RECORDED 09/16/2009 12:06:22  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1285 - 1286; (2pgs)

Will Call 202

This instrument prepared by  
and to be returned to:

Francis X. J. Lynch, Esquire  
Breton, Lynch, Eubanks & Suarez-Murias, P.A.  
1209 North Olive Avenue  
West Palm Beach, Florida 33401

**CORRECTIVE  
CERTIFICATE OF WITHDRAWAL OF  
CERTIFICATE OF AMENDMENT TO BY-LAWS**


THE UNDERSIGNED, being the President and Secretary of Palm Beach Polo Holdings, Inc., a Florida corporation, hereby executes and files this Corrective Certificate of Withdrawal of Certificate of that Amendment, recorded in Official Record Book 22752, Page 1128, of the Public Records of Palm Beach County, Florida, to By-Laws pursuant to that Final Summary Judgment as to Counts I and II entered April 21, 2009, in that action captioned Bagatelle Condominium Association, Inc., et al. v. Palm Beach Polo Holdings, Inc., et al., Palm Beach County Circuit Court Case No. 2007 CA-012159XXXXMBAE.

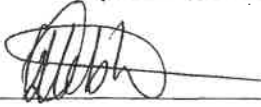
Except as otherwise set forth herein, the By-Laws remain and may continue in full force and effect.

THIS INSTRUMENT IS BEING RE-RECORDED TO CORRECT AN ERROR IN THE REFERENCE TO THE RECORDING REFERENCE FOR THE AMENDMENT.

IN WITNESS WHEREOF, the undersigned as caused these presents to be executed in its name, by its President, thereunto duly authorized, this 14 day of September, 2009.

Signed, sealed and delivered  
in the presence of:

  
Witness  
Print Name: ROBERT C. MCLAUGHLIN

  
Witness  
Print Name: DAINIA WEBB

PALM BEACH POLO HOLDINGS, INC.

By:   
GLENN B. STRAUB, President

By:   
CRAIG GALLE, Secretary

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

The foregoing instrument was acknowledged before me this 14 day of September, 2009, by GLENN B. STRAUB and CRAIG GALLE, as President and Secretary, respectively, of PALM BEACH POLO HOLDINGS, INC., a Florida corporation, with all power and authority to execute this instrument on behalf of said corporation, who are personally known to me.

WITNESS my hand and seal this 14 day of September, 2009.



DAINA WEBB  
MY COMMISSION # DD 778896  
EXPIRES: April 14, 2012  
Bonded Thru Budget Notary Services

A handwritten signature in dark ink, appearing to read "Daina Webb", written over a horizontal line.

NOTARY PUBLIC

My Commission Expires

AFFIX NOTARY SEAL