

Exhibit A
Location Map



Exhibit B
Legal Description

A PORTION OF SECTION 22 AND SECTION 23, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 44 SOUTH, RANGE 41 EAST; THENCE $N01^{\circ}09'43''E$, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 130.01 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE NORTHERLY RIGHT OF WAY LINE OF LAKE WORTH ROAD AS DESCRIBED IN THAT CERTAIN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 10116, PAGE 1222, PALM BEACH COUNTY, FLORIDA; THENCE $N89^{\circ}28'32''W$, ALONG THE AFOREMENTIONED WESTERLY PROLONGATION OF LAKE WORTH ROAD, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST LINE OF ACME IMPROVEMENT DISTRICT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 1037, PAGE 686 AND OFFICIAL RECORDS BOOK 1130, PAGE 466, PALM BEACH COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE $N01^{\circ}09'43''E$, ALONG SAID EAST LINE (50.00 FEET EASTERLY AND PARALLEL TO THE WEST LINE OF SECTION 22-44-41), A DISTANCE OF 1207.69 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL DESCRIBED ON EXHIBIT "A" IN OFFICIAL RECORDS BOOK 9991, PAGE 1838, PALM BEACH COUNTY, FLORIDA (THE FOLLOWING THREE COURSES ARE ALONG SAID SOUTH LINE); THENCE $S89^{\circ}28'48''E$ A DISTANCE OF 110.00 FEET; THENCE $N01^{\circ}09'43''E$ A DISTANCE OF 3.97 FEET, THENCE $S89^{\circ}27'30''E$ A DISTANCE OF 5259.88 FEET, CROSSING INTO SECTION 23, TO THE WEST LINE OF A 75 FEET WIDE ACME IMPROVEMENT DISTRICT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 1548, PAGE 388, PALM BEACH COUNTY, FLORIDA; THENCE $S01^{\circ}20'16''E$, ALONG SAID WEST LINE, A DISTANCE OF 1190.89 FEET TO THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF LAKE WORTH ROAD; THENCE $S89^{\circ}15'05''W$, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 889.04 FEET; THENCE $N89^{\circ}28'32''W$, STILL ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 4533.25 FEET TO THE POINT OF BEGINNING.

Exhibit C
Council Meeting Minutes April 24, 2012

B. RESOLUTION NO. R2012-26 (THE EQUESTRIAN CLUB PUD MASTER PLAN AMENDMENT): A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL, APPROVING A MASTER PLAN AMENDMENT FOR (PETITION NUMBER 2011-47 MPA 5) FOR CERTAIN PROPERTY KNOWN AS THE EQUESTRIAN CLUB PUD, CONSISTING OF APPROXIMATELY 149.79 ACRES, MORE OR LESS, LOCATED ON THE WEST SIDE OF 120TH AVENUE AND ON THE NORTH SIDE OF LAKE WORTH ROAD, AS MORE SPECIFICALLY DESCRIBED HEREIN, TO REDESIGNATE A 5.1 ACRE PARCEL (TRACT J-1) FROM A COMMUNITY EQUESTRIAN WORKOUT AREA TO ONE SINGLE FAMILY DWELLING UNIT WITH EQUESTRIAN USES, INCREASING THE RESIDENTIAL UNITS FROM 148 DWELLING UNITS TO A TOTAL OF 149 DWELLING UNITS; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mr. Schofield introduced the agenda item and read the resolution title. He announced that Mr. David Flinchum would be making the presentation.

At this time, Vice Mayor Coates disclosed that he had to recuse himself from this matter. He then left the dais.

Mr. Flinchum stated that this was a request by the Equestrian Club PUD for a master plan amendment. He noted that the applicant was Grand Prix Farms Inc.; the Agent was Julian Bryan and attending the meeting was John Metzger, McDonald Hopkins. He presented a PowerPoint presentation showing Equestrian Club Estates (in maroon on the left); the proposed Equestrian Village Dressage project (in blue at the northeast corner of Pierson and South Shore) and the item being presented was shown in yellow in the lower right which is the Equestrian Club PUD at the northwest corner of 120th and Lake Worth Road. Mr. Flinchum explained that the applicant was requesting a master plan amendment to amend the approved use of a 5.1 acre parcel known as Tract J1 from a previously designated Community Equestrian Workout area to a single family lot with equestrian uses. He noted that this change would increase the Equestrian Club PUD by one unit

bringing it to a total of 149 units. Mr. Flinchum showed Council an aerial prepared in color showing the area of the PUD that had been developed as 138 estate-sized properties on 1/3 acre lots. This area included a platted bridle trail around them and they were deep enough to accommodate a small stable, but none of the stables have been built. He noted that on the west side (yellow) were ten ranchette lots noting that tract J1 was marked with a white star. He informed Council that at the first Planning, Zoning and Adjustment Board meeting, staff received some inquiries from the residents and from people who asked for clarification after seeing the yellow signs. Mr. Flinchum stated that initially the Planning, Zoning & Adjustment Board heard this item at the April 4th meeting, and two adjacent property owners who supported the project were in attendance at the meeting. He further stated that Wellington has received three letters from the internal HOA all supporting the project. Mr. Flinchum pointed out that the item was referred back to the Equestrian Preserve Committee for review at their April 11th meeting and the project was unanimously supported (6-0). He noted that later that evening, the Planning, Zoning and Adjustment Board met and again unanimously approved the project by a vote of 6-0. Mr. Flinchum announced that Mr. John Metzger was the applicant's attorney who would address Council.

Councilman Willhite said that this particular neighborhood has always raised a question to the Village staff and Council as to what it is in this location. He said that he understood that at the inception and creation of the neighborhood, the Equestrian Overlay Zoning District had not yet been put in place; however, it is in that District and the expectation was that it would be equestrian oriented. He noted that there was a complete demarcation line between what he believed to be cluster housing and an open equestrian area. Councilman Willhite felt that this was an infringement on more open space in the Equestrian Overlay Zoning District and that this parcel and land was set aside because there was cluster housing in the eastern portion of the neighborhood. He said that when this development had previously been discussed, he said that he had made the argument that the bridle trails should be around each home who lived in this equestrian area so that they could connect to the amenities which was the open space designated for horses. He felt that this was more of an effort to add more housing/cluster housing into what was designated as open space for this development. Councilman Willhite said that because that is his feeling and because of its appearance, he would not be supporting the item.

At this time, Mr. Kurtz announced that this was a Quasi-Judicial hearing explaining that those people who would be speaking on this issue had to be sworn in. In addition, he asked Council to disclose any ex-parte communications they had relative to this matter.

Mr. Kurtz administered the oath to those people who indicated they would be speaking on this item.

Ex-Parte Communications

Mayor Margolis:	Disclosed that he had not spoken with any outside people.
Councilman Willhite:	Disclosed that he had only spoken with staff during the Agenda Review.
Councilwoman Gerwig:	Disclosed that she had only spoken with staff during the Agenda Review.
Councilman Greene:	Disclosed that he had only spoken with staff during the Agenda Review.

Mayor Margolis was of the opinion that this would remove some open space from the Village of Wellington, and asked if they would be setting a precedent by doing this. In response, Mr. Flinchum said that it would not set a precedent explaining that they would review these on a case-by-case basis. He further explained that in order to get approval, the project would have to be surplus space, staff would review the history and ensure that the internal HOAs are in support before it would even be brought to public hearings.

Mr. John Metzger announced that he was present on behalf of the petitioner, Grand Prix Farms, Inc. He hoped that he could clarify some misunderstanding about this project and hopefully gain Council's support because he felt that this was a very pro-equestrian change. He explained that contrary to Council belief, this area was not intended to be open space and the equestrian part of this development contrary and it would not be an encroachment of residential use into the ranchette section. Mr. Metzger further explained that this is intended to be an expansion of the equestrian use that is in the ranchette section and to take what is presently there to encourage the equestrian use in the community as opposed to the smaller lots to the east which are too small for any real equestrian use. He pointed out that the larger lots to the west were always intended to be the real equestrian uses. Mr. Metzger pointed out that Tract J1 was never intended to be open space. He said that there is a 17-acre equestrian use restriction that has been placed over the ranchette lots that has to always remain as open space for equestrian use which was different from the Tract J1. Mr. Metzger explained that Tract J1 was not within the equestrian use restriction which was along the back side of the development. He further explained that at one time this area was planned to be a polo field concept which didn't work and was subsequently changed to the current concept which was more amenable to dressage and hunter jumper use with the 2.5 – 5.0 acre lot sizes. He said that the equestrian use restriction still existed there and wasn't being modified or amended and would remain in place, but Tract J1 was originally envisioned as being a community recreation facility where they would build barns and stalls for rent. Mr. Metzger explained that over time what has occurred is that the residents in the ranchette section don't want to stable their horses in a common community facility because of the horse's value and instead want to keep them in their own stalls on site. Mr. Metzger said that none of the people in the ranchette ever wanted to use the community-type barn as was originally envisioned. He said that the reason they are requesting a single family dwelling unit is that when you build the large equestrian facility it typically has a residential component to it, but the intent was not to create a single family home that encroached the residential into the ranchette section, but to expand that section and build a large luxury stable facility. Mr. Metzger pointed out that Mr. Steve Elliot, the interest buyer, was in the audience and he could explain his intentions. He further noted that Mr. Elliot had previously been an owner of lot 3 in the ranchette section and built a dressage facility that presently exists; however, he then left the community and now wanted to return and have a larger lot. Mr. Metzger said that the problem with the community barn concept was that where it had been envisioned to be a rental facility for owners and guests, it was something that the residents of the community don't want, and this arrangement is something that everyone has agreed to. He noted that also in attendance was a member of the Board of the residential property owners association who could answer questions about their support. Mr. Metzger reiterated that they were not losing any equestrian use, but instead would expand it and the only reason it had the additional density unit was so the residential component could be part of that facility.

Councilman Greene said that originally this parcel was part of the Planned Unit Development that had been approved to be built ten years ago. Mr. Metzger responded affirmatively and said that the Planned Unit Development was still in place. Councilman Greene continued stating that the J1 parcel was intended for the residents to use as open space where there would be stables. Mr. Metzger explained that the original development concept did not have this parcel, but it was the South 40 Polo concept and that it was modified several years later because that concept didn't work. He noted that the polo field was eliminated and was made where the equestrian restriction is which is the open space component; however, this parcel was never intended to be open space. Mr. Metzger said that this was always intended to be a facility for use by the ranchette lot section and the dedication was to the sub-association for the ranchette lots and not for the residential section. He explained that because there is a residential and equestrian part of the development, they did not want the equestrians to be dominated by the residential people and would get outvoted on things 138-10. Mr. Metzger said that there were two associations where the equestrian control their own fate as

to use and architectural restrictions, and the residential has its own sub-association where they separately govern their use restrictions. He said that tract J1 was always part of the ranchette section and was to be used by the owners in that section; however, it was agreed that it was ever built; residents from the residential side could stable their horses there on a for-rent basis. Mr. Metzger said that what had occurred is that over the past 10 years, there are 100 stalls in the ranchette section; however, although there are ample stalls available for rent, no one from the residential section has ever wanted to rent a stall because they don't have any horses. He said that no one was going to build another facility when there was no demand for any stalls.

Councilman Greene asked if the 138 residents in the eastern portion of the Equestrian Club supported the conversion. Mr. Metzger responded affirmatively noting that several Town Hall meetings with the residents were held on site where the proposals were reviewed. He said that over several years, they worked out an arrangement to obtain their support noting that one of the board members was present to speak to that issue. Mr. Metzger said that they also provided letters of support from all of the associations. He pointed out that they have not had any objections to this throughout the process.

Councilwoman Gerwig said that she wanted to hear staff say that this was not dedicated to the eastern portion. Mr. Flinchum said that Mr. Metzger's history of the project was factual as he had had been involved since the inception of the project. He noted that he was involved when this came back before the Village the second time. Mr. Flinchum pointed out that the previous master plan showed the shared polo open area in the northwest portion of the development. Councilwoman Gerwig said that the residents would have the opportunity to rent barns if they were built in that area which was the extent of their expectation when they bought in that area. She asked if it was correct that there were no equestrians living in that area who are renting stalls in this area. Mr. Metzger said that was correct.

Councilman Willhite asked if the expectation was that the homeowners to the east were to utilize the open polo fields. Mr. Flinchum said that the original master plan was shown to be an open polo field. Mr. Metzger stated that it was always intended to be a private polo field, but originally it was such that the lot lines did not go in the middle. He said that when people looked at it, they were astonished to see the price per acre which was doubled from everywhere else because it would have a proportionate ownership of the polo field as part of the club which became a marketing problem. He said that the polo concept didn't work which is when it was switched to a dressage/hunter jumper concept and the lot lines were extended into what was originally the polo field so that the lots were larger and the price per acre was more in line with the rest of the market. Mr. Metzger reiterated that it was never an open space or intended to be used by the community as large as it was intended to be private. He noted that it was only the owners in the ranchette section (10 equestrian lots) that would have had any right to use the polo field. He noted that the residential area always had the right to utilize the bridle trails around the exterior property and the lots surrounding the trails were oversized from the other residential lots so that they could put a one or two stall barn in their yard; however, to date, no one has constructed such a barn in the residential side.

Councilman Willhite asked where the owners of the residential lots that don't abut the bridle trail would keep their horses. In response, Mr. Metzger said if the residents wanted to house their horses inside the community, they would have to go to one of the owners of the stables in the ranchette section and rent a stable. Councilman Willhite said that the developer, who he noted hadn't made any improvements to this parcel of property, was to allow the owners to do something in an equestrian neighborhood, they would have to have a place to keep their horse and that parcel would have been the location to make the improvements to allow them the ability to do that. He said that perhaps it was a marketing tool to call it an equestrian development at the time; however, they did not make it available to all of the residential lots to really be an equestrian-related neighborhood. Councilman

Willhite said that he considers this cluster housing because it is not an equestrian neighborhood if the people in the middle of the community can't keep their horses anywhere. He said that his expectation was that this was to be an open space to be utilized by the people who lived in that area. Mr. Metzger said that what they were proposing was to have further additional availability of stables within the community. He noted that there were stables for rent within the community; however, no one in the community has expressed any desire to lease them. Councilman Willhite thought that if someone else moved into that community in the future, they would not be afforded that opportunity and would have to find a place to privately house their horse. He felt that this should have been an improved open space area and utilized by the neighborhood. Mr. Metzger reiterated that parcel was never approved for open space. Councilman Willhite then asked what was the underlying intent for the use of that property. Mr. Metzger pointed out that there was never any requirement that the developer do anything on this lot noting that it was envisioned to be an amenity for the owners in the ranchette section. He said that the developer agreed that if it was ever built, then the sub-association for the ranchette section, to the extent stables were available, would allow residents in the eastern section of the property to utilize it, but only upon payment, rent, membership or whatever concept was developed.

Councilman Willhite believed that a barn was an open space amenity which provides the residents in the residential lots the ability to rent a stall to keep their horse in their own neighborhood.

Councilman Greene requested to see a copy of the master plan from ten years ago because he recalled when the model homes/sales office were built that there was an area for the estate section on the eastern portion to have a place to have horses if they chose to keep this as an equestrian community. Mr. Metzger thought there might be some confusion as to the ability to put stables in the lots along the bridle trail along the border of the project as it was also intended that the residents could have a horse and utilize the trail. He noted that the resolution specifically stated that J1 was to be a community recreational facility for the sub-association, but to the extent that the stalls were available, that they would allow residents in the eastern part to use them upon rent or whatever the association would charge. Mr. Metzger said that it wasn't supposed to be the primary way that a resident in the residential section could have a horse.

Councilman Greene read a section from Resolution No. R2002-101, under Section 1, Paragraph 5: "Petitioner shall ensure that the equestrian facilities located on parcel J1 in the western portion of the project are available for use by the owners of property in the eastern portion of the project through membership, ownership, leasing or other methods." He said that parcel J1 was dedicated for use by the residents in the eastern portion of the Equestrian Club. Mr. Metzger explained that it was dedicated to the association for the ranchette lots.

Councilman Willhite compared living in this equestrian community to living in a neighborhood like the Aero Club where even though homes might not be on the runway, there is an available space for tie-downs. He said that when he looks at this area, the interior lots still have an available space to be involved in an equestrian community which is the J1 parcel. He felt that by allowing this, they would be removing a potential equestrian amenity to a future buyer of one of the internal lots in the eastern section.

Councilwoman Gerwig said that she understood Mr. Metzger to say that the perimeter lots in the eastern portion were deeper and if someone wanted to get a horse, they could put a stable on their lot and ride it around the perimeter area. She said that she understood that the name Equestrian Club Estates is a problem; however, she pointed out that her house sits on a 1 ¼ acre lot in Paddock Park which also has an equestrian connotation; however, she is not allowed to have a horse. She felt that the name issue was one thing that was difficult to defend by the historical actions of the Council and

the fact that there is no opposition for this change from the homeowners. She said if someone wanted to purchase a home in that neighborhood and they wanted a horse, they would not buy one of the interior lots and if they did, they would make arrangements to rent a stable in the western half. Councilwoman Gerwig said that there were other stables located in the western horse that lease out stalls. Mr. Metzger said that was correct. Councilwoman Gerwig said that the original concept was for Polo; however, that never occurred and it evolved into the smaller uses. She said that she could support this item based on the fact that it is still equestrian and even more so with this proposal as well as there has been no opposition to this.

Councilman Greene referred to Item 6 which stated that "Parcel J1 shall be restricted for use as a community recreation facility accessible to the residents and guests of the Equestrian Club PUD only. Additionally petitioner shall provide a restrictive covenant that those portions of the ranchette lots that are encumbered by the equestrian use area restriction shown on the plat shall not contain any residences, barns, stables or other buildings..." He said that his interpretation was that parcel J1 was clearly dedicated for common use for the residents of Equestrian Club Estates. Mr. Metzger noted that was the equestrian use area. Mr. Kurtz said that was the center area and was not J1. He said that particular section refers to what used to be the polo field concept and they were going to keep the polo field relatively open and not encumber that with barns. He did not believe there was a prohibition with a barn on J1.

Public Hearing

A motion was made by Councilman Willhite, seconded by Councilwoman Gerwig and unanimously passed (4-0) to open the Public Hearing. Vice Mayor Coates had recused himself and was out of the room.

At this time, Mr. Kurtz administered the oath to those people who had not been sworn in.

1. Mr. Bart Novack. Mr. Novack said if this area was supposed to be common property, he believed that the people deserved to be refunded the money because they paid a premium to have this lot. He then spoke about the equestrian meeting that was held the previous evening where he said the people were not being listened to.
2. Mr. Steve Elliott, 2711 Twin Oaks Way. Mr. Elliott said that he was attempting to purchase lot J1 for the development of an equestrian facility. He said that he had previously owned lot 3A which was only a 2.7 acre lot, but he needed a bigger lot. He said that they sold their lot and their hope was to build a similar equestrian facility on the larger lot. He said that he had an elevation plan with him and noted that it was typical of what was being built in that area. He said that he was available to answer Council's questions.

Councilman Greene asked Mr. Elliott what was his understanding of what the land was to be used for when he originally purchased the property in that area. In response, Mr. Elliott said that they purchased lot 3A and understood that J1 was an amenity of the ranchette portion and not the residential portion. He said that they did not know what would be placed on that lot except perhaps a barn that would be similar to the barns that they had on 3A. Councilman Greene asked Mr. Elliott if that lot was not available for him to purchase at that time. In response, Mr. Elliott said that it may have been available; however, that inquiry was not made as they thought that 3A was what they needed; however, it did not turn out to be large enough.

Mr. Kurtz then administered the oath to Ms. Simonds who had not been sworn in.

3. MaryAnn Simonds, 1750 12th Fairway. Ms. Simonds stated that she works nationwide with developers and has done a number of surveys on eco-developments and turning defunct communities into lots that can sell. She said that there was a high demand for smaller cluster homes that have availability for stabling. Ms. Simonds said that some of the communities that do the best are master planned smaller lot communities with community barns. Although she empathized with the residents that currently live in that community, she concurred with Council about the importance of looking at future planning. She said that there appeared that some areas were not marketed properly when they were called equestrian and then were ultimately changed. Ms. Simonds said that for long term development, smaller lots catering to those people who are down-sizing from the ranches, but who still want community horses are desirable. She noted that cluster homes with community facilities were being built in several states. She supported keeping the open space for the eastern area as an equestrian option if that was what was marketed.
4. Joe Marotta, 12239 Equine Lane. Mr. Marotta said that he is the Secretary and Treasurer of the Master Board of the Equestrian Club, and is also a resident of the eastern portion of the community. Mr. Marotta said that they supported all of Mr. Metzger's statements. He said that the Association has been in very close contact with the residents on this matter noting that they have discussed the replatting of the J1 parcel to a ranchette lot. He said that this parcel has been sitting as an undeveloped lot in their community for almost ten years. Mr. Marotta said that from the Association's perspective, who represent the residents of the community, believe that the agreement that they have reached with the Grand Prix Association is a fair one which they support, and they don't want to continue having an empty lot. He said that this lot is just grass surrounded by a fence and to have a stable home built on this lot is very desirable from a property value perspective, it fits in with the other homes adjacent to it, and the residents have not expressed any interest in using this as an equestrian facility. Mr. Marotta said that they have discussed what they should do with this lot this since 2007. He said that the Association's thinking is if they build a stable home they will be able to collect an assessment which the residents support and which is good for the overall community. He said that those assessments could be used for things that are needed in both sides of the neighborhood.

Mayor Margolis referred to Mr. Marotta's statement that the Association supports this project, and asked if there had been a formal vote taken by the residents or just from the Board of Directors. In response, Mr. Marotta said that in 2007 there was an attempt to get a majority of the residents to support this; however, they did not get the majority not because people said no, but because some were disinterested. He said that there were two attempts made in 2007 to get 2/3 of the community to vote and since there wasn't enough, the Board at that time, voted on what to do with the lot. He said that there were residents in attendance at that meeting, and the majority of those residents agreed with the Board that the agreement should go forward. Mayor Margolis said that his understanding was that the Association had not taken a vote of the residents since 2007 and the votes prior to that didn't result in a majority. He said that the recommendation they were moving forward with was not based on the general membership, but on the Board of Directors. Mr. Marotta said that it was based on the Board of Director's approval in 2007, but there was no recent vote. He said that they have recently put out information as to what they wanted to do to every resident (148 homes), and he felt that if there was going to be opposition, it would have come forward. Mr. Marotta further stated that most residents feel that it is beneficial to build on this empty lot in order to collect an assessment, build a stable home and to have something that is compatible with the ranchette lots.

Councilwoman Gerwig asked Mr. Marotta if there was any opposition to this in 2007. Mr. Marotta said that he was not on the Board at that time; however, his understanding from the President was that there was no opposition at that time. Councilwoman Gerwig said that there was no opposition at this time that Mr. Marotta was aware of also noting that Wellington had received no opposition. Mr.

Marotta said that they have received questions from residents. He said that the Village's process was to send certified letters to all of the residents which raised awareness, and the entire community was shaded in the map which raised questions. Councilwoman Gerwig questioned whether the trails on the eastern half were being maintained by the HOA. Mr. Marotta responded affirmatively explaining that the bridle trail wraps around the entire community and is part of the common areas maintained by the HOA.

5. Ryan Copple. Mr. Copple announced that he was the attorney for the Wellington Equestrian Club Master Association as well as the Community Association. He said that this has been an empty lot within the community's PUD for the past ten years. He said that the community does not receive any benefit from it in its current form. He further stated that by allowing it to transform into what has been proposed, will allow the association to obtain an additional assessment. Mr. Copple said that there has been no interest expressed to use this as an equestrian facility. In addition, he said that to the best of his knowledge, there was no opposition to the proposal. He said that the Association's Board sent letters to the residents of that community advising them of the meeting and what was being proposed as well as certified letters by the town, and there have been no opposition. Mr. Copple said that they would like the lot to be put to good use so that there is a benefit to the residents. He reiterated that the lot is empty at this point, and there could be something there to allow the private residents with the ability to rent out stables from the owner which he understood to be the case. He said that both the Master Board and the Residents' Board were in support of this. Mr. Copple said that there were some concerns raised by Council that the interior homes wouldn't have the ability to use the stabling or have the ability to house their horse somewhere. He said that with the ranchette lots having the ability to lease out stables like they currently do, that ability will be there. He further noted that any future purchasers in the community will have knowledge of the existing rules regulating the association and will know exactly what their rights are relative to horses. Mr. Copple said that someone could purchase a house on the exterior of the community and even an interior home would have the ability to utilize a ranchette stable. Based on the fact that the lot is lying vacant and there is no opposition to their knowledge, he requested that Council approve the measure.

Councilman Greene said if the claim was that this was always to be part of the ranchette lots, he questioned why they would feel compelled to ask and notice the 138 residents on the eastern portion. In response, Mr. Copple said that everyone was noticed explaining that whenever someone gets a certified letter from the Village they will want to know what is going on so they wanted to put them on notice as to what was being proposed and what was happening in the community. He said that they did receive some questions when they received the certified letter. Councilman Greene asked if they were recent certified letters. Mr. Copple said that they went out approximately a month ago. Councilman Greene asked if staff received any opposition. In response, Mr. Flinchum said that staff only received calls asking for information, but no opposition.

Councilman Willhite read the following card into the record:

1. Linda Elie. Ms. Elie was opposed to the reduction of green space by a residence.

At motion was made by Councilman Willhite, seconded by Councilwoman Gerwig, and unanimously passed (4-0) to close the Public Hearing. Vice Mayor Coates had recused himself and was out of the office.

Councilman Willhite referenced page 182 and read item #2 "the following uses are approved: (b) 5.1 acre community equestrian work out area parcel J1." He thought that was clear that it is a community parcel of property specifically identifying J1 to be utilized for the community. He said that although he

understood and appreciated that the parcel was vacant, there hadn't been any benefit to it. He felt that the onus was on the developer who created this and had the idea to use it as a community equestrian work out area to make improvements to that parcel and maintain it for the equestrian use of the residents. Councilman Willhite said that although the petitioner could say that wasn't the use for that property, he felt that the information about its use was too compelling. He believed that these people had purchased in this community with an equestrian amenity, and he wasn't going to support removing that.

Councilwoman Gerwig asked staff who was the current owner of the property. Mr. Metzger explained that parcel J1 was still owned by the developer noting that it was dedicated on the plat, but it was never conveyed over to the sub-association. He said that the sub-association has disclaimed any interest, and every homeowner in the ranchette lot section has also disclaimed any interest in it. Councilwoman Gerwig said that since no one wants to maintain it, it has to be maintained by someone. She said that this is now becoming a maintenance issue for the HOA and they have no desire to do that. Mr. Metzger explained that the property was being sodded and mowed, but there is no nor was there ever an obligation of the developer or the sub-association to build any facility and if one was built, none of the residents want to spend the money to maintain it. Councilwoman Gerwig asked Mr. Metzger if it was possible to ride a horse on that property. Mr. Metzger said that it would not be possible because it is fenced and there was no facility there. With regard to the comment made that they would be taking something away from the residents, he felt that it would in fact be giving something back to them. He explained that part of the agreement with the Master Association is to make a contribution to them once this lot is developed as a private equestrian facility.

A motion was made by Councilwoman Gerwig approving Resolution No. R2012-26 as presented. The motion died for a lack of a second.

A motion was made by Councilman Willhite, seconded by Councilman Greene, and passed (3-1) with Councilwoman Gerwig dissenting to deny Resolution No. R012-26 as presented. Vice Mayor Coates had recused himself.

Exhibit D

Release of Restrictive Covenant



CFN 20140124937
OR BK 26715 PG 0180
RECORDED 04/08/2014 15:38:06
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0180 - 184; (5pgs)

This instrument prepared by,
Record, and return to:

JOHN T. METZGER, ESQ.
McDonald Hopkins LLC
505 S. Flagler Drive, Suite 300
West Palm Beach, FL 33401

RELEASE AND DISCLAIMER OF DEDICATIONS

THIS AGREEMENT is made and entered into this 17th day of February, 2014, by and between WELLINGTON EQUESTRIAN CLUB MASTER ASSOCIATION, INC., a Florida not-for-profit corporation ("Association") and GRAND PRIX FARMS INC., a Delaware corporation (f/k/a SOUTHEAST RECLAMATION CORPORATION) ("Grand Prix").

WHEREAS, the Association is a Florida not-for-profit corporation;

WHEREAS, Grand Prix is the "Declarant" under the Declaration of Covenants and Restrictions for The Farms at Equestrian Club, dated May 19, 2003, and recorded in Official Records Book 15467, at Page 1273, Public Records of Palm Beach County, Florida (as amended from time to time, the "Farms Declaration");

WHEREAS, Grand Prix is the owner of certain real property in Palm Beach County, Florida, more particularly described as follows ("Tract J-1"):

Tract J-1, The Farms at Equestrian Club, according to the Plat (the "Plat") thereof, as recorded in Plat Book 98, Page 188, of the Public Records of Palm Beach County, Florida;

WHEREAS, pursuant to the Farms Declaration, Tract J-1 is designated as an "Equestrian Facility Area", for the use and benefit of Members;

WHEREAS, pursuant to the Declaration of Covenants and Restrictions for Wellington Equestrian Club dated April 15, 2002, and recorded in Official Records Book 13612, at Page 1245, of the Public Records of Palm Beach County, Florida (as amended from time to time, the "Master Declaration"), Tract J-1 is designated as an "Equestrian Area", for the use and benefit of the owners of Lots in the Equestrian Parcel and their guests and invitees, subject to the limitations and conditions (including the payment of rent, fees or other charges) more particularly described therein;

WHEREAS, the following dedication (the "Dedication") is contained on the Plat:

"Tract J-1 as shown herein, is hereby dedicated to Wellington Equestrian Club Sub Homeowners' Association, Inc., its successors and assigns for equestrian

purposes and is the perpetual maintenance obligation of said Association, its successors and assigns without recourse to the Village of Wellington, Florida. Tract J-1 shall be restricted for the use as a community equestrian recreation facility, accessible to property owners, residents and guests of the equestrian club PUD only, and such use shall be subject to the Declaration of Covenants and Restrictions and applicable rules and regulations of the Wellington Equestrian Club Sub Homeowners' Association. Tract J-1 may contain permanent structures so long as they are consistent with the equestrian use of the Tract. This Restrictive Covenant shall not be modified without the prior approval of the Village Council of the Village of Wellington, Florida."

WHEREAS, the Association has determined that (i) there is no present or future need, or useful purpose to the Association or its members, for the originally proposed "community equestrian recreation facility" on Tract J-1, and (ii) it is in the best interests of the Association to release and disclaim its right to use Tract J-1 and to avoid incurring any necessary expenses associated with ownership, maintenance, operation or use of Tract J-1.


NOW THEREFORE, in consideration of the foregoing and Grand Prix's joinder below, the Association hereby agrees as follows:

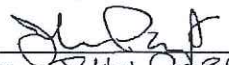
1. The Association hereby irrevocably releases and disclaims any right, title or interest in Tract J-1 arising from the Dedication of Tract J-1 contained on the Plat or otherwise contained in the Declaration.
2. The Association hereby quit claims, transfers and conveys to Grand Prix all right, title and interest of the Association and its Members in Tract J-1.
3. The Association agrees to cooperate with Grand Prix to obtain upon reasonable request, a re-plat, release or other appropriate instrument from the Village of Wellington to remove the Dedication from the Plat;
4. The Association agrees to execute and deliver to Grand Prix from time to time such further documents and instruments as Grand Prix, or any future owner of Tract J-1, may reasonably request to carry out the purposes and intent of this instrument.
5. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.


IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Agreement on February 17th, 2014.


Signed, Sealed and Delivered
in the presence of:


WELLINGTON EQUESTRIAN CLUB
MASTER ASSOCIATION, INC., a Florida not-
for-profit corporation

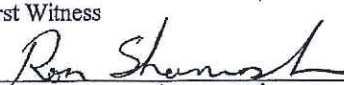

Print Name: Chris Risk
First Witness


By: 
Name: JOHN D. P.
Title: PRESIDENT



Print Name: Ron Shamash
Second Witness


Print Name: Chris Risk
First Witness

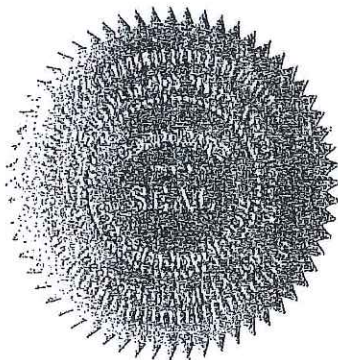
By: 
Name: ERIC EWOLDT
Title: VICE PRESIDENT


Print Name: Ron Shamash
Second Witness


Print Name: Chris Risk
First Witness

By: 
Name: JOSEPH A. MAROTTA
Title: SECRETARY AND TREASURER


Print Name: Ron Shamash
Second Witness



STATE OF FL
COUNTY OF Palm Beach

ACKNOWLEDGED and sworn to before me this 2nd day of February 2013,
by John Passagitia and Eric Ewold,
John A. Molatta Jr., the Directors of Wellington Equestrian Club Master
Association, Inc., a Florida not-for-profit corporation, who [☒] are personally known to me or [☐]
have produced _____ as identification.

[SEAL]



K McCarroll
Notary Public, State of _____
Print name: _____
Commission No.: _____

JOINDER BY DECLARANT

Grand Prix Farms, Inc., a Delaware corporation (f/k/a Southeast Reclamation Corporation), as the "Declarant" under the Declaration, hereby joins in execution of this Agreement to (i) acknowledge the disclaimer and release of the Dedication of Tract J-1 as set forth above, (ii) consent to the modification of the Declaration and Plat as contemplated above, and (iii) agree to accept the transfer and conveyance of any right, title or interest of the Association in Tract J-1.

Grand Prix Farms, Inc.,
a Delaware corporation (f/k/a Southeast
Reclamation Corporation)

By: Douglas G. Matthews
Douglas G. Matthews, as President

STATE OF FLORIDA
COUNTY OF PALM BEACH

ACKNOWLEDGED and sworn to before me this 2nd day of February, 2014, by Douglas G. Matthews, as President of Grand Prix Farms, Inc., a Delaware corporation (f/k/a Southeast Reclamation Corporation), on behalf of the corporation, who [X] is personally known to me or [] has produced _____ as identification.

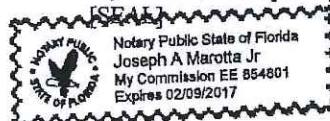
Joseph A. Marotta Jr.
Notary Public, State of Florida

Print name: Joseph A. Marotta

Commission No.: EE 854801

My commission expires: 2/9/17

SEAL



STATE OF FLORIDA - PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with reductions, if any, as required by law.

THIS 8 DAY OF April, 2014

SHARON R. BOCK

CLERK & COMPTROLLER

By: Carol Colozza
DEPUTY CLERK



CFN 20140124936
OR BK 26715 PG 0175
RECORDED 04/08/2014 15:38:06
Palm Beach County, Florida
Sharon R. Book, CLERK & COMPTROLLER
Pgs 0175 - 179; (5pgs)

This instrument prepared by,
Record, and return to:

JOHN T. METZGER, ESQ.
McDonald Hopkins LLC
505 S. Flagler Drive, Suite 300
West Palm Beach, FL 33401

RELEASE AND DISCLAIMER OF DEDICATIONS

THIS AGREEMENT is made and entered into this 17th day of February, 2014,
by and between THE RESIDENCES AT WELLINGTON COMMUNITY ASSOCIATION,
INC., a Florida not-for-profit corporation ("Association") and GRAND PRIX FARMS INC., a
Delaware corporation (the "SOUTHEAST RECLAMATION CORPORATION") ("Grand Prix").

WHEREAS, the Association is a Florida not-for-profit corporation;

WHEREAS, the members of the Association own lots in the community commonly
known as the Wellington Equestrian Club, which property is subject to a certain Declaration of
Covenants and Restrictions for Wellington Equestrian Club dated April 15, 2002, and recorded
in Official Records Book 13612, at Page 1245, of the Public Records of Palm Beach County,
Florida (as amended from time to time) the "Master Declaration";

WHEREAS, pursuant to the terms of the Master Declaration, the property described
below ("Tract J-1"), owned by Grand Prix, is designated as an "Equestrian Area", for the non-
exclusive use of the members, subject to the limitations and conditions (including payment of
rent, fees or other use charges) more particularly described in the Master Declaration:

Tract J-1, The Farms at Equestrian Club, according to the Plat (the "Plat") thereof,
as recorded in Plat Book 98, Page 188, of the Public Records of Palm Beach
County, Florida.

WHEREAS, the following dedication (the "Dedication") is contained on the Plat:

"Tract J-1 as shown herein, is hereby dedicated to Wellington Equestrian Club
Sub Homeowners' Association, Inc., its successors and assigns for equestrian
purposes and is the perpetual maintenance obligation of said Association, its
successors and assigns without recourse to the Village of Wellington, Florida.
Tract J-1 shall be restricted for the use as a community equestrian recreation
facility, accessible to property owners, residents and guests of the equestrian club
PUD only, and such use shall be subject to the Declaration of Covenants and
Restrictions and applicable rules and regulations of the Wellington Equestrian
Club Sub Homeowners' Association. Tract J-1 may contain permanent structures
so long as they are consistent with the equestrian use of the Tract. This

(3783520;6)

Restrictive Covenant shall not be modified without the prior approval of the Village Council of the Village of Wellington, Florida."

WHEREAS, the Association has determined that (i) there is no present or future need, or useful purpose to the Association or its members, for the originally proposed "community recreation facility" on Tract J-1, and (ii) it is in the best interests of the Association to release and disclaim its right to use Tract J-1 and to avoid incurring any necessary expenses associated with ownership, maintenance, operation or use of Tract J-1.

NOW THEREFORE, in consideration of the foregoing and Grand Prix's joinder below, the Association hereby agrees as follows:

1. The Association hereby irrevocably releases and disclaims any right, title or interest in Tract J-1 arising from the Dedication of Tract J-1 contained on the Plat or otherwise contained in the Declaration.
2. The Association hereby quit claims, transfers and conveys to Grand Prix all right, title and interest of the Association and its Members in Tract J-1.
3. The Association agrees to cooperate with Grand Prix to obtain upon reasonable request, a re-plat, release or other appropriate instrument from the Village of Wellington to remove the Dedication from the Plat;
4. The Association agrees to execute and deliver to Grand Prix from time to time such further documents and instruments as Grand Prix, or any future owner of Tract J-1, may reasonably request to carry out the purposes and intent of this instrument.
5. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

{3783520:6}

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Agreement on February 17th, 2014.

Signed, Sealed and Delivered
in the presence of:

**THE RESIDENCES AT WELLINGTON
COMMUNITY ASSOCIATION, INC., a
Florida not-for-profit corporation**

[Signature]
Print Name: JUGAL KADIA
First Witness

By: [Signature]
Name: JAMES WILSON
Title: PRESIDENT

[Signature]
Print Name: CHRIS RISK
Second Witness

[Signature]
Print Name: RON SHAMASH
First Witness

By: [Signature]
Name: ROBERT OWENS
Title: SECTY / TREASURER

[Signature]
Print Name: CHRIS RISK
Second Witness

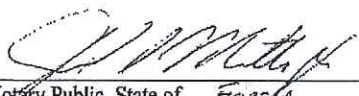
[Signature]
Print Name: RON SHAMASH
First Witness

By: [Signature]
Name: SCOTT RUBENSTEIN
Title: VICE PRESIDENT

[Signature]
Print Name: CHRIS RISK
Second Witness

STATE OF FLORIDA
COUNTY OF PAUM BUCH

ACKNOWLEDGED and sworn to before me this 17th day of FEBRUARY 2014,
by Jules Zucker and ROBERT OWENS and
SCOTT RIBENSTEIN, the Directors of THE RESIDENCES AT
WELLINGTON COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation,
who ☒ are personally known to me or ☐ have produced _____ as
identification.


Notary Public, State of FLORIDA
Print name: JOSEPH MAROTTA
Commission No.: EE 854501
My commission expires: 2/9/17
[SEAL]



{3783520:6}

JOINDER BY DECLARANT

Grand Prix Farms, Inc., a Delaware corporation (f/k/a Southeast Reclamation Corporation), as the "Declarant" under the Declaration, hereby joins in execution of this Agreement to (i) acknowledge the disclaimer and release of the Dedication of Tract J-1 as set forth above, (ii) consent to the modification of the Declaration and Plat as contemplated above, and (iii) agree to accept the transfer and conveyance of any right, title or interest of the Association in Tract J-1.

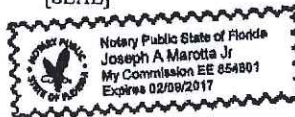
Grand Prix Farms, Inc.,
a Delaware corporation (f/k/a Southeast
Reclamation Corporation

By: *Douglas G. Matthews*
Douglas G. Matthews, as President

STATE OF FLORIDA
COUNTY OF PALM BEACH

ACKNOWLEDGED and sworn to before me this 22nd day of February, 2017, by Douglas G. Matthews, as President of Grand Prix Farms, Inc., a Delaware corporation (f/k/a Southeast Reclamation Corporation), on behalf of the corporation, who [X] is personally known to me or [] has produced _____ as identification.

Joseph A. Marotta Jr.
Notary Public, State of FLORIDA
Print name: JOSEPH A MAROTTA JR
Commission No.: EE 854801
My commission expires: 2/9/17
[SEAL]



{3783520;6}



CFN 20090137856
OR BK 23195 PG 1564
RECORDED 04/24/2009 16:26:02
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1564 - 1567; (4pgs)

This instrument prepared by,
Record, and return to:

JOHN T. METZGER, ESQ.
McDonald Hopkins LLC
505 S. Flagler Drive, Suite 300
West Palm Beach, FL 33401

RELEASE AND DISCLAIMER OF DEDICATIONS

THIS AGREEMENT is made and entered into this 20 day of August, 2007, by and between **WELLINGTON EQUESTRIAN CLUB SUB HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, ("Association") and **GRAND PRIX FARMS, INC.**, a Delaware corporation ("Grand Prix").

WHEREAS, the Association is a Florida not-for-profit corporation;

WHEREAS, pursuant to the Declaration of Covenants and Restrictions of The Farms at Equestrian Club dated May 16, 2003 (the "Declaration"), and recorded in Official Records Book 15467, Page 1273, of the Public Records of Palm Beach County, Florida, the Association is charged with the operation and maintenance of the "common areas" as described in the Declaration;

WHEREAS, among other properties, the Declaration contemplates that the following described property be dedicated as a "common area" of the Association:

Tract J-1, THE FARMS AT EQUESTRIAN CLUB, according to the Plat thereof as recorded in Plat Book 98, Page(s) 188, of the Public Records of Palm Beach County, Florida ("Tract J-1").

WHEREAS, the following dedication is contained on the Plat of The Farms at Equestrian Club, recorded in Plat Book 98, Page(s) 188, of the Public Records of Palm Beach County, Florida:

"Tract J-1 as shown herein, is hereby dedicated to Wellington Equestrian Club Sub Homeowners' Association, Inc., its successors and assigns for equestrian purposes and is the perpetual maintenance obligation of said Association, its successors and assigns without recourse to the Village of Wellington, Florida. Tract J-1 shall be restricted for the use as a community equestrian recreation facility, accessible to property owners, residents and guests of the equestrian club PUD only, and such use shall be subject to the Declaration of Covenants and Restrictions and applicable rules and regulations of the Wellington Equestrian Club Homeowners' Association. Tract J-1 may contain permanent structures so

long as they are consistent with the equestrian use of the Tract. This Restrictive Covenant shall not be modified without the prior approval of the Village Council of the Village of Wellington, Florida."

WHEREAS, the Association has determined that (i) there is no present or future need, or useful purpose to the Association or its members, for the originally proposed community recreation facility on Tract J-1, and (ii) it is in the best interests of the Association to release and disclaim its right to use Tract J-1 as a common area and to avoid incurring any necessary expenses associated with ownership, maintenance, operation or use of Tract J-1.


NOW THEREFORE, in consideration of the foregoing and Grand Prix's joinder below, the Association hereby agrees as follows:

1. The Association hereby irrevocably releases and disclaims the dedication of Tract J-1 as a common area of the Association, including, without limitation, the dedications contained on the Plat or otherwise contained in the Declaration.
2. The Association hereby quit claims, transfers and conveys to Grand Prix all right, title and interest of the Association in Tract J-1.
3. The Association agrees to cooperate with Grand Prix to obtain a re-plat, release or other appropriate instrument from the Village of Wellington to remove the aforementioned dedication from the Plat to the extent it may be necessary or desired by Grand Prix.
4. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.


IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Agreement on August 20, 2007.

Signed, Sealed and Delivered
in the presence of:

**WELLINGTON EQUESTRIAN CLUB
SUB HOMEOWNERS ASSOCIATION, INC.,**
a Florida not-for-profit corporation


Print Name: JOSE E. CHICOT
First Witness

By: 
MICHAEL B. PALMER, as President


Print Name: JEANINE M. KURING
Second Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

I ACKNOWLEDGED and sworn to before me this 20 day of August 2007, by Michael B. Palmer, as President of Wellington Equestrian Club Sub Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who ☒ is personally known to me or ☐ has produced _____ as identification.



Jeanine M. Kuring
Notary Public, State of FLORIDA
Print name: JEANINE M. KURING
Commission No.: DD460849
My commission expires: 8/11/2009
[SEAL]

JOINDER BY DECLARANT

Grand Prix Farms, Inc., a Delaware corporation, as the "Declarant" under the Declaration, hereby joins in execution of this Agreement to (i) acknowledge the disclaimer and release of the dedication of Tract J-1 as set forth above, (ii) consent to the modification of the Declaration and Plat as contemplated in this Agreement, and (iii) agree to accept the transfer and conveyance of any right, title or interest of the Association in Tract J-1.

Grand Prix Farms, Inc.

By: Michael B. Palmer
Michael B. Palmer, as President

STATE OF FLORIDA
COUNTY OF PALM BEACH

ACKNOWLEDGED and sworn to before me this 20 day of August 2007, by Michael B. Palmer, as President of Grand Prix Farms, Inc., a Delaware corporation, on behalf of the corporation, who [☒] is personally known to me or [☐] has produced as identification.



Jeanine M. Kuring
Notary Public, State of FLORIDA
Print name: JEANINE M. KURING
Commission No.: DD460849
My commission expires: 8/11/2009
[SEAL]

RESOLUTION NO. R2002-101

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA APPROVING THE DEVELOPMENT ORDER AMENDMENT FOR THE EQUESTRIAN CLUB PUD LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF LAKE WORTH ROAD AND 120TH AVENUE, AS DESCRIBED MORE PARTICULARLY HEREIN, TO MODIFY CERTAIN CONDITIONS OF APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council, as the governing body of the Village of Wellington, Florida, pursuant to the authority in Chapter 163 and Chapter 166, Florida Statutes, and the Palm Beach County Unified Land Development Code, as adopted by the Village of Wellington, is authorized and empowered to consider petitions related to zoning and land development orders; and

WHEREAS, the notice and hearing requirements as provided in Article V of the Palm Beach County Unified Land Development Code, as adopted by the Village of Wellington, have been satisfied; and

WHEREAS, the Master Plan Development Order for the subject site was approved by the Village Council on July 25, 2000 (Resolution R2000-45); and

WHEREAS, the Petitioner has requested certain modifications to the development order; and

WHEREAS, the requested modifications were reviewed by the Planning, Zoning and Adjustment Board at a public hearing conducted on October 3, 2002; and

WHEREAS, the Village Council has considered the evidence and testimony presented by the Petitioner and other interested parties and the recommendations of the various Village of Wellington review agencies and staff; and

WHEREAS, the Village Council has made the following findings of fact:

1. Environmental Considerations: No adverse environmental impacts are reasonably expected to occur as a result of the proposed amendment.
2. Surrounding Use Considerations: The proposed amendment is consistent with surrounding land uses.
3. Utilities: The proposed amendment does not increase the number of approved dwelling units, and therefore no adverse impact upon the public service providers will occur as a result of approval of the amendment.

4. Concurrency Considerations: The proposed amendment will not affect the level of service on Village roads, and it meets the Palm Beach County Traffic Performance Standards.
5. Comprehensive Plan Considerations: The proposed development is consistent with the Village of Wellington Comprehensive Plan.
6. Zoning Considerations: The proposed amendment is consistent with the Unified Land Development Code.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA that:

SECTION 1. The Master Plan Application of Southeast Reclamation Corporation, Owner, is hereby APPROVED on the following described real property, subject to the conditions of approval contained herein, which are in addition to the general requirements otherwise provided by ordinance:

LEGAL DESCRIPTION:

A PORTION OF SECTION 22 AND SECTION 23, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 44 SOUTH, RANGE 41 EAST; THENCE N01°09'43"E, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 130.01 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE NORTHERLY RIGHT OF WAY LINE OF LAKE WORTH ROAD AS DESCRIBED IN THAT CERTAIN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 10116, PAGE 1222, PALM BEACH COUNTY, FLORIDA; THENCE N89°28'32"W, ALONG THE AFOREMENTIONED WESTERLY PROLONGATION OF LAKE WORTH ROAD, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST LINE OF ACME IMPROVEMENT DISTRICT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 1037, PAGE 686 AND OFFICIAL RECORDS BOOK 1130, PAGE 466, PALM BEACH COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE N01°09'43"E, ALONG SAID EAST LINE (50.00 FEET EASTERLY AND PARALLEL TO THE WEST LINE OF SECTION 22-44-41), A DISTANCE OF 1207.69 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL DESCRIBED ON EXHIBIT "A" IN OFFICIAL RECORDS BOOK 9991, PAGE 1838, PALM BEACH COUNTY, FLORIDA (THE FOLLOWING THREE COURSES ARE ALONG SAID SOUTH LINE); THENCE S89°28'48"E A DISTANCE OF 110.00 FEET; THENCE N01°09'43"E A DISTANCE OF 3.97 FEET, THENCE S89°27'30"E A DISTANCE OF 5259.88 FEET, CROSSING INTO SECTION 23, TO THE WEST LINE OF A 75 FEET WIDE ACME IMPROVEMENT DISTRICT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 1548, PAGE 388, PALM BEACH COUNTY, FLORIDA; THENCE S01°20'16"E, ALONG SAID WEST LINE, A DISTANCE OF 1190.89 FEET TO THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF LAKE WORTH ROAD; THENCE S89°15'05"W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 889.04

1 FEET; THENCE N89°28'32"W, STILL ALONG SAID NORTH RIGHT OF WAY LINE, A
2 DISTANCE OF 4533.25 FEET TO THE POINT OF BEGINNING.
3

4 1. This approval is based on a Master Plan entitled "Master Plan - The Equestrian
5 Club" prepared by Julian Bryan and Associates, revised on April 3, 2000, and
6 received on April 4, 2000, and revised and received August 8, 2002.
7

8 2. The following uses are approved:
9

10 a. 148 single-family dwelling units and related equestrian uses as contemplated
11 by the Master Plan application and related documents.
12

13 ~~b. Private polo field.~~
14

15 ~~eb. Private pole~~ 5.1-acre community equestrian workout area (Parcel J1).
16

17 ~~ec. 2.1-acre private recreation area.~~
18

19 ~~ed. Private equestrian trail.~~
20

21 3. Prior to certification of the final site plan for this project, the equestrian trail
22 depicted on the master plan shall be relocated behind the wall/entry feature on
23 Lake Worth Road.
24

25 4. Prior to November 15, 2002, the Petitioner shall provide an easement to the
26 Village of Wellington to permit the installation of a traffic calming device at the
27 intersection of Lake Worth Road and 120th Avenue. Prior to December 31, 2002
28 the issuance of the first certificate of occupancy, the Petitioner shall either install
29 Equestrian Preserve Entrance Signage acceptable to the Village Engineer
30 adjacent to the intersection of Lake Worth Road and 120th Avenue or contribute
31 the sum of \$2,000.00 to be held by the Village for use in the construction of the
32 signage element of the traffic calming device at that intersection.- Such signage
33 shall be consistent with existing Equestrian Preserve signage within the Village.
34

35 5. ~~Petitioner shall ensure, to the extent possible, that the equestrian facilities located~~
36 on Parcel J1 in the western portion of the project are available for use of the
37 owners of property in the eastern portion of the project through membership,
38 ownership, leasing, or other methods.
39

40 6. Prior to the issuance of the first next building permit certificate of occupancy for
41 structures on Lots 1-10, the Petitioner shall provide and the Village shall record, a
42 restrictive covenant, acceptable to the Village Attorney, deleting the covenant to
43 the effect that the property designated on the Master Plan "polo field" can only be
44 used as a polo field (or other equestrian use) and imposing a covenant that
45 Parcel J1 shall be restricted for use as a community equestrian recreation facility,
46 accessible to residents and guests of the Equestrian Club PUD only. Additionally,
47 Petitioner shall provide a restrictive covenant that those portions of the Ranchette
48 lots that are encumbered by the Equestrian Use Area Restriction shown on the

1 replat shall not contain any residences, barns, stables or other buildings.
2 However, this restriction will not prohibit fences, jumps, paddocks, equestrian
3 exercise or training facilities, drainage improvements, irrigation systems, utilities,
4 landscaping, gazebos, and other permanent improvements which are similar in
5 nature or are otherwise ancillary to the equestrian use of this area. These
6 restrictive covenants shall not be modified without the prior approval of the Village
7 Council.
8

- 9
10 7. Upon adoption thereof, the Petitioner shall incorporate the Village's Stormwater
11 Quality Best Management Practices into the design and operation of the project.

12 **SECTION 2.** This Resolution shall become effective immediately upon adoption.
13

14
15 PASSED AND ADOPTED this 8th day of October, 2002.
16

17 ATTEST:

VILLAGE OF WELLINGTON, FLORIDA

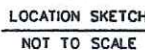
18
19
20
21 BY: Awilda Rodriguez
22 Awilda Rodriguez, Village Clerk
23

24
25 BY: Thomas M. Wenham
26 Thomas M. Wenham, Mayor
27

28
29
30 **APPROVED AS TO FORM AND**
31 **LEGAL SUFFICIENCY**
32

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53 BY: Christine P. Tatum
Village Attorney

The Equestrian Club PUD Master Plan (with amendment for Tract J-1)



PARCEL	LOTS	NET AC.	DENSITY	HOUSING TYPE
--------	------	---------	---------	--------------

138 55.0 2.51 U/A ESTATES
(15,000 sq. ft. minimum lot, 17,361 sq. ft. average lot)

* That portion of lot not subject to equestrian use only.

RANCHETTE ESTATES

Min. Lot Size	2.5 acres	15,000 sq. ft.
Min. Lot Width (at setback)	190'	100'
Typical Lot	N/A	100' x 150'
Front Setback	50'	30'
Side Setback, interior*	25'	12.5'
Side Setback, corner	50'	20'
Rear Setback*	50'	25'

* Setbacks are measured from platted lot lines however, per Master Plan Amendment, buildings may not be placed in the Equestrian Use Area. See more specific language under General Notes taken from Village Council approval.

PLANNED DEVELOPMENT TABLE DATA											
FOOT TYPE AND NAME	ACRES	LATEST APPROVAL	CURRENT DISC APPROVAL				NEW SUBMITTAL				CHANGES
			TYPE	UNIT	DENSITY	CLASS	TYPE	UNIT	DENSITY	CLASS	
			GROSS FLOOR AREA				GROSS FLOOR AREA				
			SF	MF							
A	49.58	-	-	-	-	SF	11	0.23			
B	57.2	-	-	-	-	S.F.	156	2.51			
							(49)				

GENERAL NOTES

EXISTING SOIL CONDITIONS HAVE BEEN REVIEWED BY THE CONSULTING ENGINEER AND FOUND TO BE ACCEPTABLE FOR THE USE AND LAYOUT PROPOSED. NO CHANGES TO THIS PLAN WILL BE REQUIRED AS A RESULT OF SOIL CONDITIONS.

BOTH POTABLE WATER AND SANITARY SEWER SERVICE ARE AVAILABLE TO THE SITE FROM ACME UTILITIES. NO EASEMENTS FOR ANY UTILITIES PRESENTLY EXIST OR ARE PROPOSED THAT WILL BE IN CONFLICT WITH THE LAYOUT AS SHOWN.

ALL INTERIOR ROADWAYS, LAKES, RECREATION AREAS, THE 5 ACRE EQUESTRIAN FACILITY AND OPEN SPACE BUFFERS WILL BE MAINTAINED BY A HOMEOWNERS ASSOCIATION.

ALL INTERIOR ROADWAYS WILL BE PRIVATE WITH CONTROL OF ACCESS AT BOTH THE MAIN COMMUNITY ENTRY AND THE SERVICE ACCESS POINT.

THOSE PORTIONS OF THE RANCHETTE LOTS THAT ARE ENCUMBERED BY THE "EQUESTRIAN USE AREA" MAY NOT CONTAIN ANY RESIDENCES, BARNES OR STABLES OR OTHER BUILDINGS. HOWEVER, THIS RESTRICTION WILL NOT PROHIBIT FENCES, JUMPS, PADDOCKS, EQUESTRIAN USE, TRAINING FACILITIES, GRASSES, IMPROVEMENTS, IRRIGATION SYSTEMS, UTILITIES, LANDSCAPING, GOLF, AND OTHER PERMITTED MOVEMENTS WHICH ARE SIMILAR IN NATURE OR ARE OTHERWISE ANCILLARY TO THE EQUESTRIAN USE OF THIS AREA. THESE RESTRICTIONS SHALL NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE VILLAGE COUNCIL.

COMMUNITY TO BE DEVELOPED IN ONE PHASE.

SITE DATA

PROPOSED ZONING	PRESENT ZONING	LAND USE DESIGNATION	PRESENT USE	PROPOSED USE
-----------------	----------------	----------------------	-------------	--------------

TOTAL TRACT AREA
TOTAL UNITS PROPOSED
Ranchettes (2.5 ac. min.)
Estate Lots (15,000 sq. ft. min.)

DENSITY, NET 0.995 units/acre
TYPE OF OWNERSHIP FEE SIMPLE (with H.O.A.)
RECREATION REQD. 1.78 AC.
RECREATION PROVIDED 2.18 AC. (to be private)
CIVIC SITE REQUIRED 0.35 AC.
CIVIC SITE PROVIDED 0 (to be cashed out)
TOTAL AVERAGE DAILY TRIPS 1490
Section 22 & 23, Township 44, Range 41

PUD / PDD
AR - Agricultural Residential
1.0 units/acre maximum
Vacant cleared acreage
Equestrian Area & 149 lots
149.79 AC.

149
11
138

Q.995 units/acre
FEE SIMPLE (with H.O.A.)
1.78 AC.

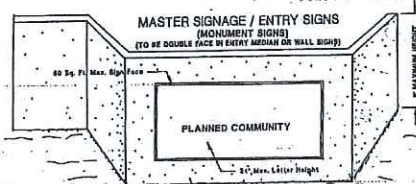
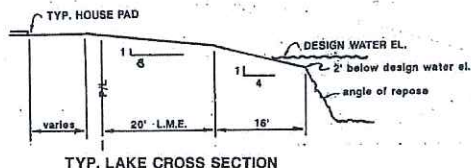
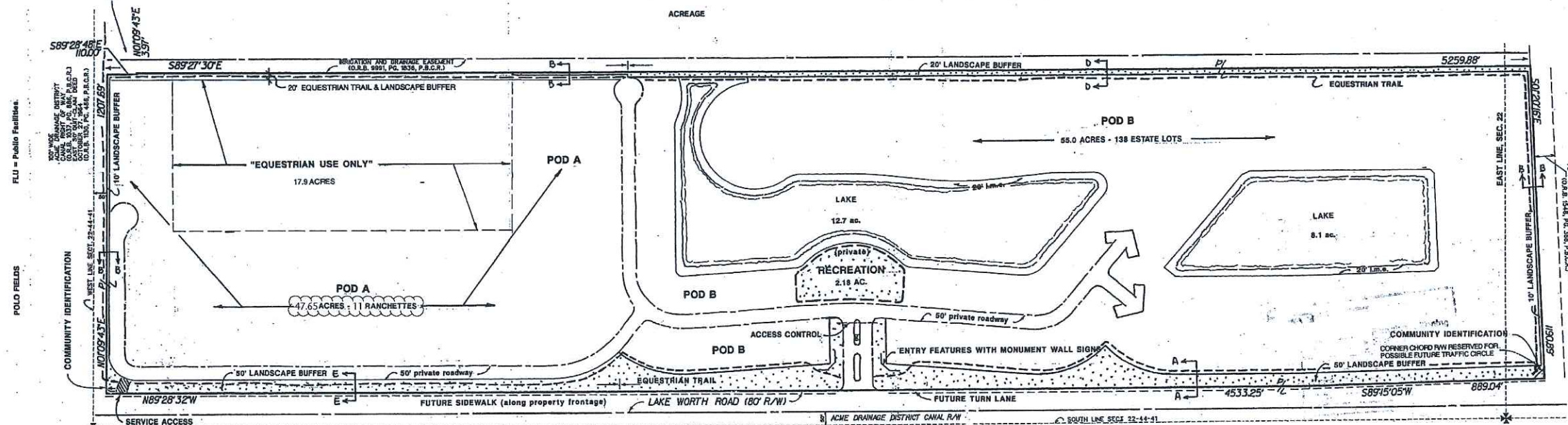
2.18 AC. (to be private)
0.35 AC.
0 (to be cashed out)

1490

SITE AREA BREAKDOWN

USE	ACREAGE	LAND USE %
RESIDENTIAL	102.63 ACRES	(68.6%)
OPEN SPACE/BUFFERS	11.08 ACRES	(7.3%)
INTERNAL ROADWAYS	13.1 ACRES	(8.7%)
LAKES / WATER MGMT.	20.8 ACRES	(13.9%)
RECREATION (private)	2.18 ACRES	(1.5%)
EQUESTRIAN AREA*	17.9 ACRES*	(11.9%)*
CIVIC SITE	0.0 (to be cashed out)	

* This area is included in residential lot area but restricted as stated in General Notes.



LEGAL DESCRIPTION:

A PORTION OF SECTION 22 AND SECTION 23, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 44 SOUTH, RANGE 41 EAST; THENCE N01°09'43"E ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 130.01 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE NORTHERLY RIGHT OF WAY LINE OF LAKE WORTH ROAD AS DESCRIBED IN THAT CERTAIN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 10116, PAGE 1222, PALM BEACH COUNTY, FLORIDA; THENCE S89°28'48"E ALONG SAID WEST LINE, A DISTANCE OF 110.00 FEET TO A POINT; THENCE S01°20'16"E ALONG SAID WEST LINE, A DISTANCE OF 160.89 FEET TO THE AFORESAID NORTHERN RIGHT OF WAY LINE OF LAKE WORTH ROAD; THENCE S01°20'16"E ALONG SAID WEST LINE, A DISTANCE OF 110.00 FEET TO A POINT; THENCE S01°20'16"E ALONG SAID WEST LINE, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST LINE OF ACME IMPROVEMENT DISTRICT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 1037, PAGE 686 AND OFFICIAL RECORDS BOOK 1130, PAGE 456, PALM BEACH COUNTY, FLORIDA; AND THE POINT OF BEGINNING; THENCE S01°20'16"E ALONG SAID WEST LINE, A DISTANCE OF 1207.69 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL DESCRIBED ON EXHIBIT "A" IN OFFICIAL RECORDS BOOK 9991, PAGE 1038, PALM BEACH COUNTY, FLORIDA (THE FOLLOWING THREE COURSES ARE ALONG SAID SOUTH LINE) THENCE S89°28'48"E A DISTANCE OF 110.00 FEET; THENCE S01°20'16"E ALONG SAID WEST LINE, A DISTANCE OF 110.00 FEET; THENCE S89°28'48"E ALONG SAID WEST LINE, A DISTANCE OF 110.00 FEET TO A POINT ON THE 75 FEET WIDE ACME IMPROVEMENT DISTRICT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 1548, PAGE 388, PALM BEACH COUNTY, FLORIDA; THENCE S01°20'16"E ALONG SAID WEST LINE, A DISTANCE OF 160.89 FEET TO THE AFORESAID NORTHERN RIGHT OF WAY LINE OF LAKE WORTH ROAD; THENCE S01°20'16"E ALONG SAID WEST LINE, A DISTANCE OF 110.00 FEET TO A POINT; THENCE S89°28'48"E ALONG SAID WEST LINE, A DISTANCE OF 110.00 FEET TO A POINT; THENCE S89°28'48"E ALONG SAID WEST LINE, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

DEVELOPMENT TEAM

OWNER
Southeast Reclamation Corporation
158 N.E. 41st Street
Miami, Florida 33137
305-578-2191

CONTRACT PURCHASER
Brighton Homes Development Inc.
7200 N.W. 7th Street, Suite 300
Miami, Florida 33126

ENGINEERS
Schnars Engineering Corporation
951 Broken Sound Parkway, Suite 11
Boca Raton, Florida 33487
561-241-6455

LAND SURVEYORS
Scott A. Guzzi & Associates
6047 Kimberly Boulevard
North Lauderdale, Florida 33068
954-873-0095

PLANNING CONSULTANT
Julian Bryan & Associates
756 St. Albans Drive
Boca Raton, Florida 33486
561-338-0395

REVISIONS	BY
VERBOS 4-3-00	JTB
QUESTRIAN AREA 12-20-01	JTB
VARIOUS 1-23-02	JTB
QUESTRIAN AREA 6-17-02	JTB
ADD E/W REF. 8-3-02	JTB
10-10-02 PREF D.A.	JTB
10-22-02 LOT AREAS	JTB

MASTER PLAN

THE EQUESTRIAN CLUB

BRIGHTON HOMES

DRAWN
JTB
CHECKED
DATE
2-1-00
SCALE
200
JOB NO.
SHEET

Julian Bruun & Associates urban design site planning rezonings property analysis market feasibility governmental processing

13

Exhibit G
Wellington Traffic Consultant's Letter

PTC

Transportation Consultants



2005 Vista Parkway, Suite 111
West Palm Beach, FL 33411-6700
(561) 296-9698 Fax (561) 684-6336
Certificate of Authorization Number: 7989

May 31, 2016

Mr. Damian Newell
Wellington
Planning, Zoning & Building Department
12300 W. Forest Hill Boulevard
Wellington, FL 33414

Re: The Equestrian Club - #PTC16-001F
Master Plan Amendment - 2016-26 MPA 7 / HTE 16-64
Site Plan Amendment - 2016-27 ASA 6 / HTE 16-65

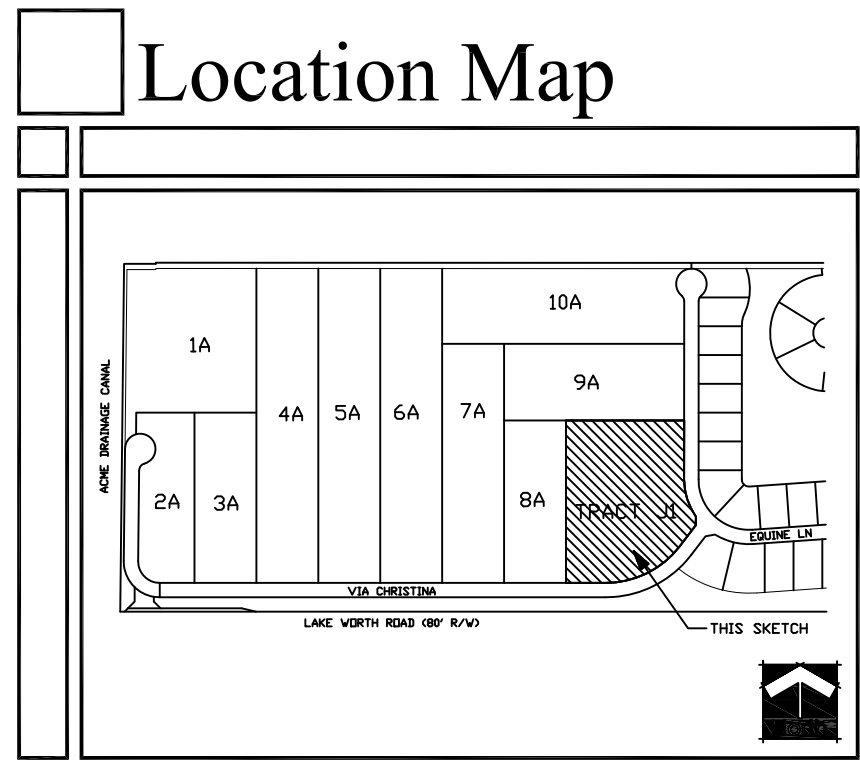
Dear Mr. Newell:

Pinder Troutman Consulting, Inc. (PTC) has completed our review of the Master Plan and Site Plan Amendment applications for the June 8, 2016 DRC Meeting. The Traffic Generation Statement dated May 11, 2016 was reviewed. The additional unit proposed will have an insignificant impact on the roadway network; therefore, the Wellington and Palm Beach County Traffic Performance Standards are met. We have no comments.

Sincerely,

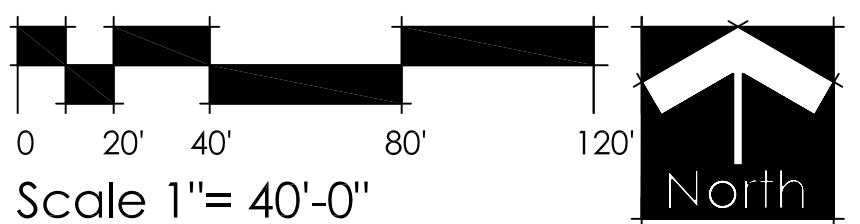
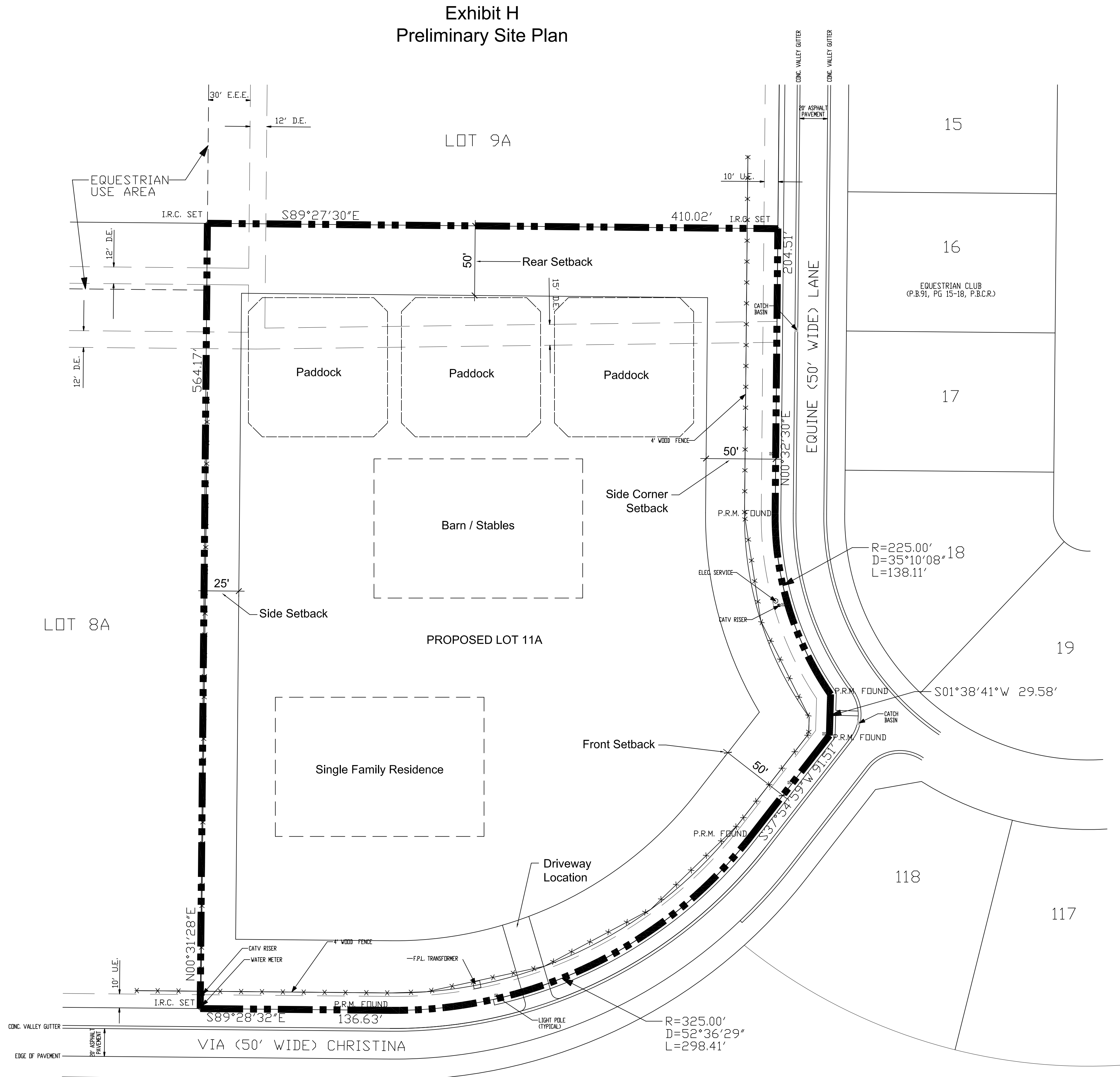
Andrea M. Troutman, P.E.
President

cc: Cory Lyn Cramer
Patrick Barthelmy



Development Regulations

RANCHETTE PROPERTY DEVELOPMENT REQUIREMENTS									
ZONING DISTRICT	MINIMUM LOT DIMS.	LOT DIMS. WIDTH	MAX. BLDG. COVER	SETBACKS/SEPARATIONS					
				FRONT	SIDE INTERIOR	SIDE CORNER	REAR		
PUD	2.5 AC.	190'	20%	50'	25'	50'	50'		
PUD	5.12 AC.	410'	20% Max	50' Min	25' Min	50' Min	50' Min		



RECEIVED
By Planning and Zoning at 9:47 am, May 12, 2016

FOR INFORMATION
PURPOSES ONLY -
NOT FOR CONSTRUCTION

Jon E. Schmidt and Associates
Landscape Architecture & Site Planning
2247 Palm Beach Lakes Blvd., Suite 101
West Palm Beach, Florida 33409
Tel. (561) 684-6141 • Fax. (561) 684-6142
E-mail: jschmidt@jesla.com
Website: www.jesla.com
License No.: LC26000232

Grand Prix Farms Lot 11A

The Village of Wellington, Florida

Date: 04/27/16
Scale: 1" = 40'-0"
Design By: JES
Drawn By: BMC
Checked By: DB
File No. 724.01
Job No. 14-83

REVISIONS / SUBMISSIONS
