



CFN 20180027296

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Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1050 - 1056; (7pgs)

Record and Return to:  
Village of Wellington  
12300 Forest Hill Boulevard  
Wellington, FL 33414

### **RESTRICTIVE COVENANT**

This **RESTRICTIVE COVENANT** is made and entered into this 22nd day of January, 2018, by **W & W EQUESTRIAN CLUB, LLC**, a Florida limited liability company ("Owner"), whose address is 12180 South Shore Blvd., Suite 104, Wellington, FL 33414, for the benefit of the Village of Wellington, Florida, a municipal corporation ("Wellington") whose address is 12300 Forest Hill Blvd., Florida, 33414.

#### **Recitals**

**WHEREAS**, Owner holds title to certain real property ("Property") located in the Village of Wellington, Florida, more particularly described in Exhibit "A," attached hereto and made a part hereof. The Property was previously approved as a golf course pursuant to the approval of Palm Beach County, recorded in the Official Records of the Public Records of Palm Beach County, Florida; and

**WHEREAS**, Owner has submitted an application ("Application") to Wellington for an amendment to the Future Land Use Map of Wellington's Comprehensive Plan, a Zoning Text Amendment, a Rezoning and a Master Plan Amendment in order to permit equestrian and residential development on portions of the Property; and

**WHEREAS**, redevelopment of the Property and the proposed equestrian elements present unique circumstances due to the location and proximity of the proposed development to existing larger, residential neighborhoods and requires the Village to impose certain restrictions in order to achieve compatibility with the surrounding non-equestrian neighborhoods and to protect the health, safety, and welfare of the community; and

**WHEREAS**, in order for Wellington to consider approval of the proposed land use changes and development orders, Wellington must be assured that the Property described in Exhibit A is restricted as set forth in this Restrictive Covenant.

**NOW, THEREFORE**, in consideration of the foregoing premises, the Owner and Wellington hereby declare as follows:

## Covenant

1. Recitals. The foregoing recitals set forth above are true and correct and are incorporated herein by reference.
2. Covenant Running with the Land. This Restrictive Covenant shall run with and touch the land and shall inure to the sole benefit of Wellington.
3. Binding Effect. The Owner and Wellington agree that this Restrictive Covenant is binding on the Owner and all subsequent owners and mortgagees of the Property. The Owner represents and warrants that there are no mortgages of record encumbering the Property as of the date of execution hereof.
4. Restrictive Covenant. Upon and after the designation of the Property as Residential B on the Future Land Use Map of the Village of Wellington, the Property described in Exhibit A shall thereafter have the following limitations:
  - A. All residences on any lot governed by this Restrictive Covenant shall be owner-occupied and may not be occupied by persons other than the owner of the lot and such person's family members and temporary (i.e., no more than two (2) weeks) guests. If the owner of the lot is a business entity, at least one occupant of the residence on the lot must hold at least a twenty-five percent (25%) ownership interest in said entity. If title is held in trust, at least one occupant must be a trustee or beneficiary of the trust. The foregoing provisions of this Subdivision (A) shall not apply to employee or servant living spaces;
  - B. There shall be no more than four horse stalls per acre and no more than ten horse stalls on any lot within the development.
  - C. There shall be no more than four horse stalls rented to non-occupant third parties on any lot governed by this Restrictive Covenant. Horse stall rentals shall be limited to only owners or renters of the residence in the adjacent Lakefield North and Lakefield South Communities. Use of a stall by an occupant or by a family member of an occupant shall not be deemed a rental for purposes of this instrument;
  - C. With the exception of common residential delivery services, such as the United States Postal Service, UPS, FedEx, or other non-equestrian residential deliveries, equine related deliveries, except for emergency medical equine care services, to any Parcel governed by this Declaration shall be limited as follows: the earliest deliveries shall be no earlier than 9:00 a.m. and no deliveries shall take place after sundown; provided, however, that deliveries utilizing

trucks over forty (40) feet in length shall be prohibited between the hours of 6:30 a.m. to 9:30 a.m. and between 2:00 p.m. and 4:30 p.m. Monday through Friday.

- D. Each lot shall contain a 3-sided concrete enclosure with a roof and gate for the purpose of housing a manure bin to serve the property. The enclosure shall be equipped with an odor controlling mechanism to ensure adequate containment of odor. All manure bins housed within such structure shall include a lid. All manure enclosures shall be equipped with a mechanism that is designed to reduce or eliminate the attraction of flies.

5. Enforcement. Wellington may enforce these restrictions in any judicial proceeding seeking any remedy cognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm, or entity violating or attempting to violate the covenant or restrictions herein. The failure by Wellington to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or the right of Wellington to thereafter enforce such covenant or restriction. Only Wellington will have the right to enforce this Restrictive Covenant. No other party will be deemed a third-party beneficiary for any purposes. This Restrictive Covenant may only be modified, amended, or released by a document executed by Wellington and the Owner and recorded in the Public Records of Palm Beach County, Florida. The Parties acknowledge that Wellington will be irreparably harmed if this Restrictive Covenant is not specifically enforced. Therefore, in the event of a breach or threatened breach by Owner, its successors and/or assigns, as to any provision of this Restrictive Covenant, Wellington shall be entitled to all the rights and remedies, including injunctive relief, restraining such breach without being required to show any actual damage, irreparable harm, or to post any bond or other security. All Parties agree that any dispute shall be determined by a judge and not a jury, and waive their right to a jury trial in any litigation arising out of this agreement.

6. Amendment. This Restrictive Covenant may not be amended, modified or released without an affirmative vote of all properties subject to the Restrictive Covenant and the approval of a majority of the Wellington Village Council.

7. Entire Agreement. This Restrictive Covenant sets forth the entire understanding and agreement between the Owner and Wellington. No other agreements or obligations will be created or implied by virtue of this Restrictive Covenant. This instrument does not grant Wellington any use, possessory, right, easement, or any other rights with respect to the Property beyond those set forth herein.

8. Validity. This Restrictive Covenant shall become valid and effective immediately upon its recordation in the Public Records of Palm Beach County, Florida.

9. Governing Law. This Restrictive Covenant shall be governed by and construed in accordance with the laws of the State of Florida.

10. Attorney's Fees. If any legal or equitable action or other proceeding is brought to enforce the Restrictive Covenant, the successful and prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in that action or proceeding in addition to any other relief to which such party may be entitled.

11. Severability. If any of the provisions of this Restrictive Covenant shall be deemed invalid by a court of competent jurisdiction, that judicial determination shall in no way affect any of the other provisions of this Restrictive Covenant, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants, restrictions, terms or conditions of this Restrictive Covenant, or reduction in the term of the same by reason of the legal rule against perpetuities, shall in no way affect any other provision, which shall remain in full force and effect for such period of time as may be permitted by law. Any amendment to applicable law that has the effect of reducing the rights of Wellington, increasing the liabilities of, or duties imposed on, Wellington, or making void or voidable Wellington's rights hereunder will not be incorporated into this Restrictive Covenant by reference. All other references to applicable laws and regulations will incorporate amendments to those laws and regulations.

12. Duration and Renewal. This Restrictive Covenant and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens contained in this Restrictive Covenant shall run with and bind all of the lands described in Exhibit A and shall inure to the benefit of Wellington, its respective legal successor or assign, for the term of the 90 years from the date of this Restrictive Covenant, after which time this Restrictive Covenant shall be automatically renewed and extended for successive periods of 10 years each, unless at least one year prior to the termination of the 90 year period or before each such 10 year extension, as the case may be, there is recorded in the Public Records of Palm Beach County, Florida an instrument terminating this Restrictive Covenant in accordance with the requirements of paragraph 6 above.

IN WITNESS WHEREOF, the parties have executed their hands and seals on the day and year first written above.

WITNESSES:

Pam W. Holloway  
Print Name: Pamela Holloway  
Ivanna Garcia-Velez  
Print Name: Ivanna Garcia-Velez

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

OWNER:

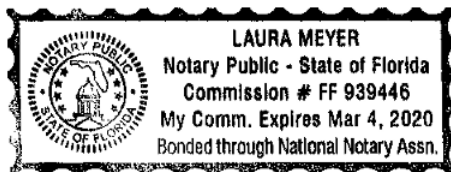
W & W EQUESTRIAN CLUB, LLC, a  
Florida limited liability company  
BY: W & W EC MANAGEMENT, LLC  
A Wyoming limited liability company,  
Its Manager

By: [Signature]  
Name: Jim Ward  
Its: Mgr.

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January, 2018, by James Ward, as Manager of W & W EQUESTRIAN CLUB, LLC, a Florida limited liability company, on behalf of the company (☒) who is personally known to me OR (☐) who produced \_\_\_\_\_ as identification.

My Commission Expires: 3/4/2020

[Signature]  
Notary Public State of Florida at Large



### JOINDER AND CONSENT OF MORTGAGEE

**THE NORTHERN TRUST COMPANY**, an Illinois banking corporation ("Mortgagee"), the holder of that certain Mortgage, Assignment of Rents and Security Agreement recorded December 19, 2017 in Official Records Book 29538, Page 872, and that certain Second Mortgage, Assignment of Rents and Security Agreement recorded on December 19, 2017 in Official Records Book 29538, Page 920, each of the Public Records of Palm Beach County, Florida, and all related instruments evidencing or securing the loans secured thereby (together, the "Mortgage"), which Mortgage constitutes a lien upon the property described in the foregoing Restrictive Covenant (the "Restrictions"), hereby consents to subjecting the real property described therein to the provisions of the Restrictions and agrees that the Restrictions shall be binding upon all present and future owners of the real property encumbered by the Restrictions and, further, that the Mortgage shall be subject and subordinate to the Restrictions.

Notwithstanding the execution of this Joinder and Consent, nothing herein shall be construed to render the undersigned Mortgagee responsible or liable for any of the covenants, undertakings, acts or omissions of the Owner under the Restrictions.

Dated this 16th day of January, 2018.

#### WITNESSES:

Bonnie L. Huhta  
Print Name: Bonnie L. Huhta

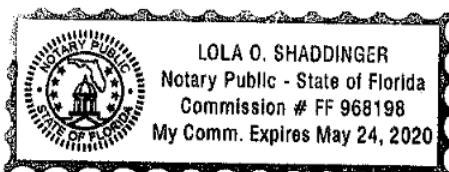
Stephanie Kipp  
Print Name: Stephanie Kipp

**THE NORTHERN TRUST COMPANY**,  
an Illinois banking corporation

By: Lisa Koza  
Print Name: Lisa Koza  
Title: Senior Vice President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16th day of January, 2018, by Lisa Koza, as SVP of **THE NORTHERN TRUST COMPANY**, an Illinois banking corporation, on behalf of the corporation. He/she is personally known to me or produced \_\_\_\_\_ as identification.



Lola O. Shaddinger  
Notary Public  
Print Name: Lola O. Shaddinger  
My Commission Expires:

## EXHIBIT "A"

All of Winding Trails, according to Plat thereof recorded in Plat Book 125, Page 56 of the Public Records of Palm Beach County, Florida.