

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

AMENDED RESTRICTIVE COVENANT

This **AMENDED RESTRICTIVE COVENANT** is made and entered into this _____ day of _____, 2021, by **W & W EQUESTRIAN CLUB, LLC**, a Florida limited liability company ("Developer"), 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, Developer is the Declarant under that certain Declaration of Covenants for Winding Trails recorded in Book 29602, Page 1062 of the Public Records of Palm Beach County and has subjected the Properties described therein to certain covenants, restrictions, easements, charges and liens. Such Properties are more particularly described in Exhibit A attached hereto; and

WHEREAS, as an inducement to the Village of Wellington approving the development of the Winding Trails community, the Declarant also agreed to enter into a Restrictive Covenant for the benefit of the Village of Wellington, which is recorded in Official Records Book 29603, at Page 1050 of the Public Records of Palm Beach County, Florida (the "Restrictive Covenant"); and

WHEREAS, Developer desires to amend the Restrictive Covenant in the manner set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, the Developer 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 Amended Restrictive Covenant shall run with and touch the land and shall inure to the sole benefit of Wellington.

3. Binding Effect. The Developer and Wellington agree that this Amended Restrictive Covenant is binding on the Owner and all subsequent owners and mortgagees of the Property.

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. Lots 8 and 9 in the development held under unity of title with common ownership shall be subject to the aggregate sum of each lot's maximum horse stall limitations, as set forth herein. Any barn(s) with horse stalls on Lots 8 and 9 shall comply with Wellington's Codes.
- C. There shall be no more than four horse stalls rented to non-occupant third parties on any lot, and for Lots 8 and 9 the aggregate sum of each lot's limitation, as governed by this Amended 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;
- D. 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.

- E. 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 Amended Restrictive Covenant. No other party will be deemed a third-party beneficiary for any purposes. This Amended Restrictive Covenant may only be modified, amended, or released by a document executed by Wellington and the Developer and recorded in the Public Records of Palm Beach County, Florida. The Parties acknowledge that Wellington will be irreparably harmed if this Amended Restrictive Covenant is not specifically enforced. Therefore, in the event of a breach or threatened breach by Developer, its successors and/or assigns, as to any provision of this Amended 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 Amended 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 Amended Restrictive Covenant sets forth the entire understanding and agreement between the Developer and Wellington. No other agreements or obligations will be created or implied by virtue of this Amended 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 Amended Restrictive Covenant shall become valid and effective immediately upon its recordation in the Public Records of Palm Beach County, Florida.

9. Governing Law. This Amended 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 Amended 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 Amended 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 Amended 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 Amended 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 Amended 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 Amended Restrictive Covenant and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens contained in this Amended 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 Amended Restrictive Covenant, after which time this Amended 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 Amended 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:

DEVELOPER:

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

Print Name:_____

By:_____
Name:_____
Its:_____

Print Name:_____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____ by _____ as _____ (INSERT _____ TITLE), _____ of _____ [INSERT NAME OF ENTITY – ie: corporation, limited liability company, etc.], (insert status i.e.: a corporation existing under the laws of the State of _____), ☐ who is personally known to me or ☐ who has produced _____ as identification Driver's License # _____ or _____ (other identification) (describe) _____.

Notary Public
Print Name: _____
My Commission Expires: _____

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 Restrictive Covenant recorded in Official Records Book 29602, Page 1050 of the Public Records of Palm Beach County and 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 Developer under the Restrictions.

Dated this ____ day of _____, 2021.

WITNESSES:

THE NORTHERN TRUST COMPANY
An Illinois banking corporation

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____ by _____ as _____ (INSERT _____ TITLE), _____ of _____ [INSERT NAME OF ENTITY – ie:

corporation, limited liability company, etc.), (insert status ie: a corporation existing under the laws of the State of _____), ☐ who is personally known to me or ☐ who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT "A"

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