

Record and return to:  
Evan R. Bachove, Esq.  
FIELDS & BACHOVE, PLLC  
4440 PGA Boulevard, Suite 308  
Palm Beach Gardens, FL 33410

CFN 20170393707

DR BK 29453 PG 1479  
RECORDED 11/07/2017 13:50:10  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1479 - 1620 (142pgs)

## **REVIVED DECLARATION OF RESTRICTIVE COVENANTS HORSESHOE ACRES SUBDIVISION**

WHEREAS, HORSESHOE ACRES CLUB, INC., a not for profit Corporation organized and existing under the laws of the State of Florida, by and through its organizing committee and with the written consent of a majority of the affected parcel owners, and pursuant to 720.403 et. seq. of the Florida Statutes, hereby revives its Declaration of Restrictive Covenants, as recorded in Book 1856, Page 1176 of the Public Records of Palm Beach County, Florida, as well as any amendments or supplements thereto, and its other governing documents, including but not limited to the Articles of Incorporation, unrecorded, and the Bylaws, unrecorded, and the Corrective Plat of Horseshoe Acres – Shenandoah Addition, as recorded in Plat Book 56, Page 115 of the Public Records of Palm Beach County, Florida.

### **WITNESSETH:**

WHEREAS, said Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Plat and any amendments or supplements thereto (all attached as Exhibit A) are hereby revived and incorporated herein in their entirety, and the protective covenants, restrictions, reservations, servitudes and easements hereinafter set forth, each and all of which is and are for the benefit of each present and future owner thereof or of any part thereof, shall inure to the benefit of and pass with said property and each and every part thereof, and shall apply and bind every present and future owner of said property, or any part thereof, and their and each of their heirs, successors, legal representatives and assigns:

### **PARAGRAPH I**

#### **PROPERTY SUBJECT TO THIS DECLARATION**

The real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, reservations, servitudes and easements with respect to the various portions thereof set forth in the various paragraphs and subdivisions of this Declaration, is located in Palm Beach County, Florida, and is more particularly described as follows:

See Exhibit "B"

## PARAGRAPH II

### PARCELS SUBJECT TO THIS DECLARATION

The parcels which are and shall be subject to this Declaration and governing documents are more particularly described as follows:

See Exhibit "C"

## PARAGRAPH III

### VOTING INTERESTS

The voting interest of each parcel owner shall be the same as the voting interest of the parcel owner under the Declaration of Restrictive Covenants and any amendments or supplements thereto.

## PARAGRAPH IV

### ASSESSMENT OBLIGATIONS

The proportional-assessment obligations of each parcel owner shall be the same as the proportional-assessment obligations of the parcel owner under the Declaration of Restrictive Covenants and any amendments or supplements thereto.

## PARAGRAPH V

### AMENDMENTS

The right to modify or amend the governing documents shall be the same as under the Declaration of Restrictive Covenants and any amendments or supplements thereto, and other governing documents.

It is hereby certified that the foregoing Revived Declaration of Restrictive Covenants was approved by the written consent of a majority of the affected parcel owners of the Association.

IN WITNESS WHEREOF, the undersigned President and Secretary have executed this Revived Declaration this 26 day of Oct., 2017.

**HORSESHOE ACRES CLUB, INC.**  
a Florida Not-for-Profit Corporation

Witnesses:

[Signature]  
(signature)  
Steven G. Dell  
(printed name)

[Signature]  
(signature)  
Michael Hough  
(printed name)

By [Signature]  
Paula Zernich, President

\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(printed name)

Attest: \_\_\_\_\_  
\_\_\_\_\_, Secretary

\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(printed name)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26 day of October, 2017, by Paula Zernich, as President, and by Paula Zernich, as Secretary, of HORSESHOE ACRES CLUB, INC., who are personally known to me or have produced Dr. License as identification and who did take an oath.



(Notary Seal)

[Signature]  
Notary Public  
State of Florida  
My Commission Expires:

IN WITNESS WHEREOF, the undersigned President and Secretary have executed this Revived Declaration this 26 day of OCT, 2017.

**HORSESHOE ACRES CLUB, INC.**  
a Florida Not-for-Profit Corporation

Witnesses:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

Rosa Lozano  
(signature)

Rosa Lozano  
(printed name)

Brenda Dyess  
(signature)

Brenda Dyess  
(printed name)

By: \_\_\_\_\_, President

Attest: Kathryn Barr Park  
Kathryn Barr Park Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of OCT, 2017, by \_\_\_\_\_ as President, and by Kathryn Barr Park, as Secretary, of HORSESHOE ACRES CLUB, INC., who are personally known to me or have produced \_\_\_\_\_ as identification and who did take an oath.

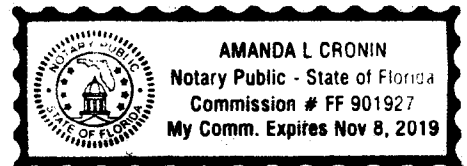
[Signature]

Notary Public

State of Florida

My Commission Expires:

(Notary Seal)



# **EXHIBIT "A"**

75890

DECLARATION OF RESTRICTIVE COVENANTS

HORSESHOE ACRES SUBDIVISION

THIS DECLARATION is made this 1st day of December, 1970, by THE LAKE PARK CORPORATION, a Florida corporation ("Declarant").

A. Declarant is the owner and developer of that certain real property located in the County of Palm Beach, State of Florida, known as HORSESHOE ACRES SUBDIVISION ("Subdivision"), described in the Supplemental Declaration attached hereto and made a part hereof.

B. Declarant intends to sell and convey the lots situated within the Subdivision, and before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan or scheme of improvement for the benefit of all of the lots in the Subdivision and the owner and future owners thereof.

NOW, THEREFORE, Declarant declares that all of the lots in the Subdivision are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon each of said lots in favor of each and all other lots to create reciprocal rights between the respective owners of all of such lots; to create a privity of contract and estate between the grantees of such lots, their heirs, successors and assigns; and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and other such lots in the Subdivision, their respective owners, present and future.

I.

DEFINITIONS.

The following terms as used in this Declaration are defined as follows:

A. "Articles", means the Articles of Incorporation of the Club.

This Instrument Was Prepared By:  
Clay G. Andersen  
1001 Park Avenue  
Lake Park, Florida 33403

1856 PAGE 1176

70 DEC 1 PM 4:49

Clay G. Andersen  
1001 Park Avenue  
Lake Park, Fla.

B. "Board", means the Board of Directors of the Club.

C. "By-Laws", means the By-Laws of the Club.

D. "Club", means Horseshoe Acres Club, Inc., a Florida corporation not for profit.

E. "Committee", means the Architectural Control Committee.

F. "Common Property", means the roadways, a parcel of land of approximately three (3) acres, designated "Recreation Area", and the drainage easements, as shown on the Plot Plan, as hereinafter defined; all real property which may be later annexed to the Subdivision as common property; and all real property acquired by the Club, whether from Declarant or otherwise, together in each instance with all improvements which may at any time be constructed thereon, including, but not limited to a Country Club complex with Clubhouse facilities, swimming pool, tennis courts, horse show ring and horse training area, athletic, hobby and art centers.

G. "Declarant", means The Lake Park Corporation, its successors and assigns.

H. "Declaration", means this Declaration of Restrictive Covenants and any amendments thereto.

I. "Improvements", means all buildings, streets, roads, roadways, driveways, parking areas, fences, retaining and other walls, hedges, poles, antenna and any other structures of any type or kind.

J. "Lot", means any numbered lot designated on the Plot Plan, herein- after defined.

K. "Owner", means any person or legal entity, including Declarant, who from time to time holds fee simple title to any lot as shown on the Plot Plan, hereinafter defined.

L. "Subdivision", means all that real property situate in the County of Palm Beach, State of Florida, described in the Supplemental Declaration and all other real property which may be annexed thereto as provided herein.

M. "Plot Plan", means the maps designated "Plot Plan" and made a part of the Supplemental Declaration, and thereon styled Exhibit B1.

N. "Single Family Dwelling", means a residential dwelling for one or more persons, each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) adult persons not so related, together with

his or their domestic servants maintaining a common household in such dwelling, which dwelling is constructed on a lot designated in the Plot Plan.

O. "Supplemental Declaration", means:

1. The recorded Supplemental Declaration of Declarant attached hereto composed of Exhibits A, B, El and C, attached hereto and by this reference made a part hereof.

2. In the case of real property being annexed to the Subdivision, an additional recorded Supplemental Declaration of Declarant, which will incorporate the provisions of this Declaration therein by reference. In either event, the Supplemental Declaration or additional Supplemental Declarations shall include a description of the real property in the Subdivision, or being annexed to the Subdivision, subject to the provisions of this Declaration.

## II.

### LAND USE.

#### A. Residential Lots.

All lots shall be residential lots subject to zoning, building rules, ordinances and regulations of the County of Palm Beach and any other applicable governmental authority. No structure shall be erected, altered, placed or permitted to remain on any lot other than one single, private family dwelling, together with an attached garage or carport. No building shall exceed two stories in height, except that tri-levels may be allowed in the discretion of the Architectural Control Committee. Further, notwithstanding the above prohibitions, barns to house horses may be erected on said lots providing the plans and placement of same shall be approved by the Architectural Control Committee.

#### B. Building Lines.

No structure shall be located less than thirty (30') feet from the front lot lines, nor less than twenty (20') feet from any side lot lines, nor less than forty (40') feet from the rear lot line.

#### C. Minimum Floor Space.

No structure shall be erected on any lot which has a liveable floor space of less than 1400 square feet, exclusive of open or screened porches, terraces, garages and/or carports.

CT 1856 PAGE 1178  
RECORDED



D. Animals.

No animals, except customary domestic house pets, may be kept upon the units, except that horses may be housed and kept upon said lots provided that adequate fencing, totally surrounding that part of the lots where the horses shall be kept which will restrain the horses from leaving the lot, is first erected and continually maintained. No lot shall be allowed to house more than three (3) horses at any given time.

E. Type Of Construction.

All dwellings on said lots shall be constructed in conformity with the building code of Palm Beach County, Florida, or of such governmental authority as shall embrace the subject lots, whichever shall at the time be applicable. Materials used in construction must comply with the requirements of county, city or town standards as the case may be, and shall be subject to approval by the Architectural Control Committee.

F. Noxious Weeds.

No owner shall permit the growth of noxious weeds upon his property, so as to become a nuisance.

G. Nuisances.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners of other lots.

H. Trailers, Temporary Buildings, and Occupancy.

Trailers, tents, shacks, barns, except as hereinbefore provided under "Residential Lots", or any temporary building of any design whatsoever are expressly prohibited within the Subdivision and no temporary residence shall be permitted in unfinished residential buildings. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling, and which shall be removed from the premises on completion of the building. All construction shall be completed within eight (8) months from the start thereof.

I. Signs.

The following signs shall be permitted:

1. For each lot, one name plate not exceeding one (1) square foot in area, indicating name and/or house number of occupant.
2. One sign of not more than six (6) square feet advertising the property for sale or rent.
3. For purpose of orientation, directional or traffic control signs when established by authorized City, County, State officials, or the CH&D.

Notwithstanding anything to the contrary herein contained, the Declarant can construct and maintain a sales agency office, together with a sign or signs on a lot or lots of its choosing.

Notwithstanding anything to the contrary herein contained, builders who are erecting model homes may construct a sign or signs totalling not more than fifty (50) square feet of front surface on any one lot on which a model home is being erected in the Subdivision and may be maintained until said model home has been sold.

J. Refuse.

No lot shall be used or maintained as a dumping ground for rubbish.

K. Removal of Trees.

No tree over four (4) inches in diameter may be removed without the prior written consent of the Committee.

L. Re-Subdivision or Joinder of Lots.

No lot shall be subdivided. The owner of two or more contiguous lots may apply to the Architectural Control Committee for permission to use such lots as a site of a single dwelling and, upon the written consent of the Committee, said contiguous lots shall thereafter be treated as a single dwelling. Provided, however, said lots will continue to be treated as two or more single lots, for purposes of assessments and voting. The owner shall not be required to comply with the side yard set backs, except as to the outside lot lines of the combined lots he owns. In doing so, however, said owner of two or more lots shall nevertheless be subject to the assessments for each individual lot, as originally laid out and shown on the Plot Plan.

III.

COMMON PROPERTY USE

All property in the Subdivision designated as common property, as hereinbefore defined, is and shall remain private property and Declarant's recordation of this Declaration of Restrictive Covenants and Supplemental Declaration thereto, shall not be construed as a dedication to the public of any common property located therein. Declarant shall convey all such common property to the Club on or before December 31, 1970. On the date of such conveyance, such common property shall be free and clear of all liens and encumbrances (other than liens for taxes), but subject to such conditions, covenants and restrictions as then appear of record. The common property, consists of certain roadways within the Subdivision, a parcel of land comprising approximately three (3) acres of land, to be used for Clubhouse or recreation facilities, as the Club may hereafter determine, and certain drainage easements leading from certain roadways to drainage canals, which easements traverse certain of the lots. The common property specifically does not include the lots as set forth in the Plot Plan, nor the drainage canals as set forth on said Plot Plan, which canals shall be owned, maintained and operated by the Northern Palm Beach County Water Control District.

The use and enjoyment of the common property and improvements thereon, shall be subject to the powers of the Club as set forth in its Articles and By-Laws and to rules and regulations governing the use of such property and improvements as may from time to time be adopted by the Club, as well as by the provisions of this Declaration.

Declarant has constructed or has caused to be constructed over the roadways as shown on the Plot Plan, roads which are graded and spread with shell. These roads have been constructed to the Declarant's standards, and are not subject to further construction or reconstruction by Declarant.

Declarant has conveyed or will convey to the Club, by December 31, 1970, the roadways as shown on the Plot Plan. Said roadways are hereby declared to be, and are hereby dedicated in perpetuity as roadways, for ingress and egress, for the use and benefit of the Club members, or for the general public, if said roadways are ever dedicated to public use as herein provided. The property occupied by said roadways shall never be used for any other purpose or for any dual purpose, other than as herein provided for utility and other easements of a public nature.

The Declarant has constructed or caused to be constructed to the Declarant's standards, storm drainage facilities within drainage easements as shown on the Plot Plan. These facilities, as constructed, are not subject to further construction, reconstruction or maintenance by the Declarant.

The Declarant has conveyed to the Palm Beach County Utilities Company an easement to use the road rights-of-way, which are part of the common property, for its utility purposes, and Declarant has constructed or caused to be constructed, or will construct or cause to be constructed, within said rights-of-way, a domestic water supply line to one of the lot lines of each lot within the Subdivision from the facilities of Palm Beach County Utilities Company. Said water lines shall not belong to the Club, but shall be conveyed by the Declarant over to Palm Beach County Utilities Company, which shall own and maintain said water supply lines.

Declarant has constructed or will cause to be constructed, the drainage canals as shown on the Plot Plan. Ownership of said canals and their rights-of-way have been conveyed to said Northern Palm Beach County Water Control District who has agreed to own and operate said canals over the rights-of-way as conveyed.

Declarant has rough graded each lot within the Subdivision to Declarant's standards. These lots are not subject to further construction or reconstruction, or to maintenance, by Declarant, other than as may be required by appropriate regulatory agency rules and requirements.

Maintenance of the common property, exclusive of the roads, is not the obligation and responsibility of the Declarant, but rather the obligation and responsibility of the Club. However, concerning road maintenance, Declarant agrees that it shall bear its pro rata share of any costs incurred for such road maintenance. As herein stated, no assessment for any other purpose can be made against any lots of Declarant in the Subdivision without the prior written consent of Declarant.

Nothing contained herein shall preclude the Club from, at any time, after one hundred (100) of the lots, as now constituted, have been sold, upon the affirmative vote of at least two-thirds (2/3) of its members entitled to vote, offer<sup>ing</sup> any of the common property for dedication to public use. Such offer shall be subject to acceptance by the appropriate governmental authority pursuant to its then applicable standards.

IV.

HORSESHOE ACRES CLUB, INC.

A. General. The Club is a Florida corporation not for profit organized to promote and further the common interests of property owners in this Subdivision. The Club shall have such powers in the furtherance of its purposes as are set forth in its Articles and By-Laws, which, by this reference are made a part hereof.

B. Membership. Membership in the Club is limited to owners of lots in the Subdivision, and is automatic with and appurtenant to such lot ownership. No other persons may become members.

C. Rights, privileges and obligations. The rights, duties, privileges and obligations of membership in the Club, including voting rights, are as set forth in its Articles and By-Laws, and this Declaration.

V.

ASSESSMENTS

A. General. Pursuant to the powers granted to it in its Articles and By-Laws, and in keeping with the provisions of this Declaration, the Club is hereby expressly authorized and empowered to levy uniform assessments against all lots in the Subdivision. Assessments for road maintenance purposes only may be assessed against Declarant.

B. Assessments. In keeping with the limitation of assessments provisions as contained herein, the Board shall consider the current and future needs of the Club, and in light of those needs shall fix by resolution the amount of assessment to be levied against each lot in the Subdivision for road maintenance purposes, and each lot other than those owned by Declarant for all other purposes, which amount shall be a debt of the owner thereof at the time such charge is made. New members shall be assessed on a pro rata basis as of the date of membership in the Club.

C. Capital Expenditures. No capital expenditures shall be made by the Club, nor any obligation for any capital expenditure shall be entered into by the Club, prior to the time one hundred (100) lots in the Subdivision, as now constituted, are sold by Declarant. Any capital expenditure thereafter made by the Club, shall be assessed against all Club members on a pro rata basis, (lot basis), except Declarant, and Club members who become members subsequent to such expenditure shall thereafter be assessed on such pro rata basis for such expenditure.

D. Limitation of Assessments.

No assessment for road maintenance purposes shall be made which exceeds the sum of thirty-six dollars (\$36.00) per lot per year. In the event an assessment, or any portion of the total assessment allowable hereunder, is not made during the fiscal year of the Club, such assessment or portion thereof, shall not be allowed to carry over into the next year.

Assessments for all other purposes, other than road maintenance, including capital expenditures or assessments made to service any debt incurred for capital expenditures, shall not exceed the sum of thirty dollars (\$30.00) per lot per month. Such assessment may be made at any time during the fiscal year, and may be made for any sum not to exceed three hundred sixty dollars (\$360.00) for such fiscal year.

E. Notice. The Secretary shall mail to each owner whose lot is assessed, at such owner's record address, written notice of each assessment and the time and manner for payment thereof, at least two (2) weeks prior to the time such assessment shall become due and payable.

F. Suspension. The Club shall not be required to transfer membership on its books or to allow the exercise of any rights or privileges of membership on account thereof to any owner or to any persons claiming under them unless or until all assessments and charges to which they are subject have been paid.

G. Lien. The amount of any assessment levied by the Club, plus any other charges thereon, including interest at ten percent (10%) per annum from date of delinquency and costs of collection, including attorneys' fees, if any, shall constitute and become a lien on the lot so assessed when the Board causes to be recorded in the office of the Clerk of the Circuit Court of Palm Beach County, Florida, a notice of assessment which shall state the amount of such assessment and such other charges and a description of the lot which has been assessed; provided however that no such liens shall be recorded against any lot, record title to which is in the name of Declarant, except liens for unpaid road maintenance assessments. Such notice shall be signed by the Secretary of the Club on behalf of the Club. Upon payment of said assessment and charges, or other satisfaction thereof, the Board shall, within a reasonable time, cause to be recorded a further notice stating the satisfaction and release of the lien thereof.

H. Priority of lien. Such lien shall be prior to all other liens recorded subsequent to such notice of assessment except that liens of first

mortgages incurred for the purpose of constructing improvements or liens held by institutional lenders, such as banks, insurance companies or savings and loan associations providing permanent financing for such improvements, and which are recorded in accordance with applicable law, shall be superior to any and all liens provided for herein.

Enforcement. The lien provided herein may be foreclosed by suit by the Club in like manner as a mortgage and, in such event, the Club may be a bidder at the foreclosure sale. The Club may also pursue any other remedy against any owner owing money to the Club which is available to it by law or equity for the collection of debt.

J. Proof of payment. Upon request, the Club shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.

## VI.

### THE ARCHITECTURAL CONTROL COMMITTEE

A. General Powers. All improvements constructed or placed on any lot must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. Approval may be withheld if, in the opinion of the majority of the members of the Committee, the proposed improvement detracts from the immediate surrounding environment in which it is proposed to be constructed.

B. Committee Membership. The Committee shall be composed of three (3) members, to be appointed by Declarant. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant, or in the event of Declarant's failure to do so within two (2) months after any such vacancy, then by the Club through action of the Board. The power to appoint or remove members shall be transferred to the Club when all of the lots in the Subdivision have been sold by Declarant.

C. Rules and Regulations. The Committee shall, from time to time, adopt written rules and regulations of general application governing its procedures which shall include, among other things, provisions for the form and content of applications; required number of copies of plans and specifications; provisions for notice of approval or disapproval, including a reasonable time

period for approval by reason of failure to disapprove; etc.

D. Variances. The Committee may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to owners of other lots.

E. Certification of Compliance. At any time prior to completion of construction of an improvement, the Committee may require a certification, upon such form as it shall furnish the contractor, owner or a licensed surveyor, that such improvement does not violate any set back rule, ordinance or statute, nor encroach upon any easement or right-of-way of record.

F. Administrative Fees. As a means of defraying its expenses, the Committee may institute and require a reasonable filing fee to accompany the submission of plans and specifications, to be not more than one-fourth (1/4) of one percent (1%) of the estimated cost of the proposed improvement, subject to a minimum fee of five dollars (\$5.00). No additional fee shall be required for resubmissions.

G. Liability. Notwithstanding the approval by the Committee of plans and specifications or its inspection of the work in progress, neither it, Declarant, the Club, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor any defects for any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.

## VII.

### EASEMENTS

A. Reservations. The following easements and the right of ingress and egress to the extent reasonably necessary to exercise such easement, are reserved to the Declarant and its licensees:

1. Utilities. A five-foot (5') wide strip running along the inside of all lot lines that are common lot lines with another lot, and a ten-foot (10') wide strip running along the inside of all lot lines that are not common with another lot line. Such easements are for the construction, reconstruction, maintenance and operation of utilities, including water, sewer, electricity, telephone, and radio and T. V. transmission cables, and the



accessory right to locate guywires, braces or anchors or to cut, trim or remove trees and plantings wherever necessary upon such lots in connection with any such installation, maintenance and operation.

2. Encroachments. A ten-foot (10') wide strip running along the inside of all lot lines. Such easements are for any encroachments that may exist.

B. Use or Maintenance by Owners. The areas of any lot affected by the easements reserved herein shall be maintained continuously by the owner of such lot, but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easement for the purposes herein set forth. Improvements within such areas shall be maintained by the owner except those for which a public authority or utility company is responsible.

C. Liability for Use of Easements. No owner shall have any claim or cause of action against Declarant or its licensees arising out of the exercise or nonexercise of any easement reserved hereunder or shown on the Subdivision except in case of willful or wanton negligence.

#### VIII.

##### ANNEXATION

A. Property to be Annexed. Declarant may, from time to time and in its sole discretion, annex to the Subdivision any other real property owned by Declarant which is contiguous or adjacent to or in the vicinity of the Subdivision.

B. Manner of Annexation. Declarant shall effect such annexation by recording an additional Supplemental Declaration which shall:

1. Describe the real property being annexed and designate the permissible uses thereof;
2. Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration; and
3. Set forth any new or modified restrictions or covenants which may be applicable to such annexed property.

Upon the recording of such additional Supplemental Declaration, the annexed area shall become a part of the Subdivision and shall be subject to the

provisions hereof, as supplemented, as fully as if such area were part of the Subdivision on the date of recording of this Declaration.

IX.

REMEDIES

A. Enforcement. Declarant and each person to whose benefit this Declaration inures, including the Club, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this Declaration, and the court in such action may award the successful party reasonable expenses in prosecuting such action, including attorneys' fees.

B. Suspension of Privileges. The Board may, anything herein to the contrary notwithstanding, suspend all voting rights of an owner and all rights of such owner to use the Club's common property for any period during which any Club assessment against such owner remains unpaid, or during the period of any continuing violation of the provisions of this Declaration by such owner after the existence thereof shall have been declared by the Board.

C. Cumulative Rights. Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

X.

GRANTEE'S ACCEPTANCE

Each grantee or purchaser of any lot shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of Declarant and of the Club. By such acceptance such grantee or purchaser shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the other lots in the Subdivision, to keep, observe, comply with and perform all of the provisions of this Declaration.

XI.

RIGHT OF REFUSAL

In the event any lot owner, that is, any member of the Club, shall offer to sell, lease, or convey any interest in his private property to anyone whomsoever, the Club shall have a right of first refusal, i. e., the Club shall have the right to acquire whatever interest is being offered by the owner, at the owner's asking price, or at the same price as any bona fide offer received by said owner. The Club shall have a period of ten (10) days in which to exercise its right of first refusal. Further, Declarant shall have the right of second refusal, i. e., Declarant shall have the same right as the Club if and when the Club chooses not to exercise such right. Upon communication to the owner and Declarant that the Club will not exercise its right of first refusal, Declarant shall have ten (10) days in which to exercise its right of second refusal.

XII.

SEVERABILITY

Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

XIII.

TERM AND AMENDMENT

The provisions of this Declaration shall affect and run with the land, and shall exist and be binding upon all parties claiming an interest in the Subdivision until December 31, 1999, after which time the same shall be extended for successive periods of ten (10) years each. This Declaration may not be amended, unless such amendment is initiated by Declarant, so long as Declarant has any unsold lots in the Subdivision, as it now exists or may hereafter exist by virtue of any annexations thereto as provided for in Article VIII hereof, without the prior written consent of Declarant.

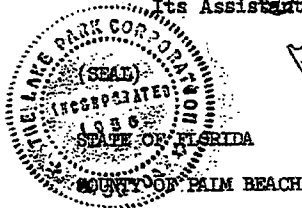
IN WITNESS WHEREOF, the Declarant has executed this Declaration  
the day and year first above written.

THE LAKE PARK CORPORATION

By Clair G. Andersen  
Its President

Attest:

Ella H. Peterson  
Its Assistant Secretary



SS.

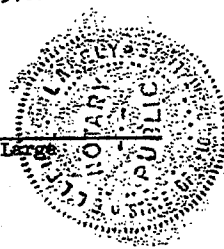
I HEREBY CERTIFY that on this day, before me, a Notary Public authorized  
to take acknowledgments, personally appeared CLAIR G. ANDERSEN  
and ELLA H. PETERSON, known to me to be the President  
and Assistant Secretary, respectively, of THE LAKE PARK CORPORATION  
named in the foregoing Declaration of Restrictive Covenants, and acknowledged  
before me that they executed the same in the name of and on behalf of said Cor-  
poration and that said Corporation executed the same.

WITNESS my hand and official seal in the County and State above  
named this 1st day of December, 1970.

Green B. Blakely  
Notary Public, State of Florida at Large

My commission expires: 7/14/73

NOTARY PUBLIC, STATE OF FLORIDA at LARGE  
MY COMMISSION EXPIRES JULY 18, 1973  
BONDED THROUGH FRED W. DIESTELHORST



SUPPLEMENTAL DECLARATION of DECEMBER 1, 1970

HORSESHOE ACRES SUBDIVISION

CONSISTING OF

1. EXHIBIT A (Legal Description)
2. EXHIBIT B (Survey)
3. EXHIBIT B 1 (Plot Plan)
4. EXHIBIT C (Engineer's Affidavit)

EXHIBIT A  
To Supplemental Declaration

A parcel of land lying in Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida, more particularly described as follows: ○

Commencing at the Northeast corner of said Section 23; thence West along the North line of said Section 23, a distance of 100.00 feet to a point; thence S 00° 09' 46" W along a line parallel to the East line of said Section 23; a distance of 910.16 ft. to the Point of Beginning; thence continue S 00° 09' 46" W a distance of 4407.01 ft. to a point lying on the South line of said Section 23; thence N 89° 48' 46" W along the South line of said Section 23, a distance of 2639.50 ft. to the Southwest corner of the East 1/2 of said Section 23; thence N 40° 01' 53" E along the West line of said East 1/2 a distance of 4381.47 ft. to a point of curve concave to the Southeast, having a central angle of 89° 58' 07" and a radius of 220 ft. thence Northeasterly along the arc of said curve a distance of 355.45 ft. to a point; thence East a distance of 674.89 ft. to a point of curve concave to the Northwest, having a central angle of 14° 28' 54" and a radius of 600 ft.; thence Northeasterly along the arc of said curve a distance of 151.65 ft. to a point; thence South a distance of 239.06 ft. to a point; thence East a distance of 473.75 ft. to a point of curve concave to the Northwest, having a central angle of 89° 50' 14" and a radius of 25 ft.; thence Northeasterly along the arc of said curve a distance of 39.20 ft. to a point; thence North a distance of 770 ft. to a point of curve concave to the Southwest having a central angle of 90° 09' 46"; and a radius of 25 ft.; thence Northwesterly along the arc of said curve a distance of 39.34 ft. to a point; thence East a distance of 92.156 ft. to a point of curve concave to the Southeast, having a central angle of 89° 50' 14" and a radius of 25 ft.; thence Southwesterly along the arc of said curve a distance of 39.20 ft. to a point; thence South a distance of 1050 ft. to a point of curve concave to the Northeast, having a central angle of 90° 09' 46" and a radius of 25 ft.; thence Southeasterly along the arc of said curve a distance of 39.34 ft. to a point; thence East a distance of 374.93 ft. to a point; thence N 60° 09' 46" E, a distance of 198.71 ft. to a point of curve concave to the Northwest, having a central angle of 45° and a radius of 306.07 ft.; thence Northeasterly along the arc of said curve a distance of 240.39 ft. to a point of reverse curve concave to the Southeast, having a central angle of 45° and a radius of 205.07 ft.; thence Northeasterly along the arc of said curve a distance of 161.85 ft. to a point; thence S 89° 50' 14" E, a distance of 87.89 ft. to a point of curve concave to the Southwest, having a central angle of 90° and a radius of 50 ft.; thence Southeasterly along the arc of said curve a distance of 78.54 ft. to the Point of Beginning. Less the following described canal parcels (attached).

# CANAL #4

A parcel of land lying in the East half of Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida; more particularly described as follows:

From the Northwest corner of the Northeast Quarter of said Section 23; thence  $80^{\circ} 01' 53''$  W along the North-South Quarter Section line of said Section 23 a distance of 3110.11 feet to the Point of Beginning of the hereinafter described parcel and a point of curve concave to the Northeast, having a radius of 49.97 feet, and a central angle of  $90^{\circ} 01' 53''$ ; thence Southerly and Southeasterly along the arc of said curve a distance of 78.52 feet to a point; thence East a distance of 346.42 feet to a point of curve concave to the Northwest, having a radius of 100 feet and a central angle of  $90^{\circ}$ ; thence Easterly and Northwesterly along the arc of said curve a distance of 152.06 feet to a point; thence North a distance of 512.87 feet to a point of curve concave to the Southeast, having a radius of 277.23 feet and a central angle of  $39^{\circ} 59' 42''$ ; thence Northerly and Northeasterly along the arc of said curve a distance of 193.52 feet to a point of reverse curve concave to the Northwest, having a radius of 177.23 feet and a central angle of  $39^{\circ} 59' 42''$ ; thence Northeasterly and Northerly along the arc of said curve a distance of 123.71 feet to a point; thence North a distance of 450 feet to a point; thence East a distance of 100 feet to a point; thence South a distance of 450 feet to a point of curve concave to the Northeast, having a radius of 72.77 feet, and a central angle of  $122^{\circ} 34' 21''$ ; thence Southeasterly and Easterly along the arc of said curve a distance of 155.68 feet to a point; thence  $N 57^{\circ} 25' 39'' E$  a distance of 417.56 feet to a point of curve concave to the Northwest, having a radius of 100 feet and a central angle of  $57^{\circ} 25' 39''$ ; thence Northeasterly and Northerly along the arc of said curve a distance of 82.28 feet to a point; thence North a distance of 294.90 feet to a point of curve concave to the Southwest, having a radius of 350 feet and a central angle of  $75^{\circ} 36' 45''$ ; thence Northwesterly along the arc of said curve a distance of 461.89 feet to a point; thence  $N 75^{\circ} 36' 45'' W$  a distance of 278.53 feet to a point; thence  $N 14^{\circ} 23' 15'' E$  a distance of 100 feet to a point of curve concave to the Northeast, having a radius of 1756.74 feet and a central angle of  $14^{\circ} 23' 15''$ ; thence Southeasterly and Easterly along the arc of said curve a distance of 441.13 feet to a point; thence East a distance of 402.68 feet to a point; thence South a distance of 100 feet to a point; thence West a distance of 115.54 feet to a point of curve concave to the Southeast, having a radius of 350 feet and a central angle of  $16^{\circ} 25' 44''$ ; thence Southwesterly along the arc of said curve a distance of 100.36 feet to a point of curve concave to the Southeast, having a radius of 100 feet and a central angle of  $99^{\circ} 25' 10''$ ; thence Southwesterly and Southerly along the arc of said curve a distance of 173.52 feet to a point of reverse curve concave to the Southwest, having a radius of 450 feet and a central angle of  $25^{\circ} 50' 54''$ ; thence Southeasterly and Southerly along the arc of said curve a distance of 203.01 feet to a point; thence South a distance of 294.90 feet to a point of curve concave to the Northwest, having a radius of 200 feet and a central angle of  $57^{\circ} 25' 39''$ ; thence Southerly and Southwesterly along the arc of said curve a distance of 200.46 feet to a point; thence  $S 57^{\circ} 25' 39'' W$  a distance of 658.11 feet to a point of curve concave to the Southeast, having a radius of 150.28 feet and a central angle of  $57^{\circ} 25' 39''$ ; thence Southwesterly and Southerly along the arc of said curve a distance of 150.63 feet to a point; thence South a distance of 553.16 feet to a point of curve concave to the Northeast, having a radius of 270 feet and a central angle of  $42^{\circ} 40' 52''$ ; thence Southerly and Southeasterly along the arc of said curve a distance of 201.13 feet to a point; thence  $S 42^{\circ} 40' 52'' E$  a distance of 593.48 feet to a point of curve concave to the Northwest, having a radius of 50 feet and a central angle of  $180^{\circ}$ ; thence Southerly and Southwesterly along the arc of said curve a distance of 157.08 feet to a point; thence  $N 42^{\circ} 40' 52'' W$  a distance of 788.57 feet to a point of curve concave to the Southwest, having a radius of 178.25 feet and a central angle of  $47^{\circ} 19' 08''$ ; thence Northwesterly and Westerly along the arc of said curve a distance of 147.21 feet to a point; thence West a distance of 281.16 feet to a point of curve concave to the Southeast, having a radius of 50.03 feet and a central angle of  $89^{\circ} 58' 07''$ ; thence Southwesterly and Southerly along the arc of said curve a distance of 78.59 feet to a point; thence  $N 00^{\circ} 01' 53'' E$  a distance of 200 feet to the Point of Beginning.

CANAL #5

A parcel of land lying in the East 1/2 of Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida; more particularly described as follows:

From the Northeast corner of said Section 23; thence S 00° 09' 46" W along the East line of said Section 23 a distance of 4103.55 feet to a point; thence West a distance of 100 feet to the Point of Beginning of the hereinafter described parcel; thence S 00° 09' 46" W a distance of 300 feet to a point of curve concave to the Southwest, having a radius of 134.70 feet and a central angle of 78° 09' 46"; thence Northwesterly and Westerly along the arc of said curve a distance of 211.04 feet to a point of tangent; thence N 78° 00' 00" W along said tangent a distance of 710.17 feet to a point of curve concave to the Southeast having a radius of 132.07 feet, and a central angle of 74° 15' 47"; thence Southwesterly along the arc of said curve a distance of 171.18 feet to a point; thence N 43° 27' 04" W a distance of 138.78 feet to a point lying on the arc of a curve concave to the Northwest, having a radius of 132.07 feet and a central angle of 90°; thence Northwesterly and Easterly along the arc of said curve a distance of 207.46 feet to a point of tangent; thence North along the said tangent a distance of 541.83 feet to a point of curve concave to the Southeast, having a radius of 1564.90 feet and a central angle of 19°; thence Northerly and Northeasterly along the arc of said curve a distance of 518.94 feet to a point; thence N 19° 00' 00" E a distance of 259.29 feet to a point of curve concave to the Northwest, having a radius of 885.25 feet and a central angle of 19°; thence Northeasterly and Easterly along the arc of said curve a distance of 253.97 feet to a point; thence North a distance of 298.79 feet to a point of curve concave to the Southeast, having a radius of 728 feet and a central angle of 32° 46' 44"; thence Northerly and Northeasterly along the arc of said curve a distance of 416.49 feet to a point; thence S 57° 13' 15" E a distance of 100 feet to a point lying on the arc of a curve concave to the Southeast, having a radius of 628 feet and a central angle of 32° 46' 44"; thence Southwesterly and Southerly along the arc of said curve a distance of 359.28 feet to a point; thence South 298.79 feet to a point of curve concave to the Northwest, having a radius of 985.25 feet and a central angle of 19°; thence Southerly and Southwesterly along the arc of said curve a distance of 326.70 feet to a point; thence S 19° 00' 00" W a distance of 259.29 feet to a point of curve concave to the Southeast, having a radius of 1464.90 feet and a central angle of 19°; thence Southwesterly and Southerly along the arc of said curve a distance of 485.78 feet to a point; thence South a distance of 541.83 feet to a point of curve concave to the Northeast, having a radius of 159.30 feet and a central angle of 78°; thence Southerly and Southeasterly along the arc of said curve a distance of 216.86 feet to a point; thence S 78° 00' 00" E a distance of 610.17 feet to a point of curve concave to the Northwest, having a radius of 71.82 feet and a central angle of 101° 50' 14"; thence Easterly and Northeasterly along the arc of said curve a distance of 126.40 feet to the Point of Beginning.



CANAL #6

A parcel of land lying in the Southeast Quarter of Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida; more particularly described as follows:

From the Northwest corner of the Northeast Quarter of said Section 23; thence S 00° 01' 13" W along the North-South Quarter Section line of said Section 23 a distance of 442.15 feet to the Point of Beginning of the hereinafter described parcel and a point of curve concave to the Northeast, having a radius of 50 feet and a central angle of 90° 01' 53"; thence Southeasterly and Easterly along the arc of said curve a distance of 78.57 feet to a point of tangent; thence East along said tangent a distance of 454.50 feet to a point of curve concave to the Southwest, having a radius of 330 feet and a central angle of 90°; thence Southeasterly and Southerly along the arc of said curve a distance of 518.37 feet to a point; thence South a distance of 250 feet to a point; thence West a distance of 100 feet to a point; thence North a distance of 250 feet to a point of curve concave to the Southwest, having a radius of 230 feet and a central angle of 90°; thence Northwesterly and Westerly along the arc of said curve a distance of 361.28 feet to a point; thence West a distance of 454.61 feet to a point of curve concave to the Southeast, having a radius of 50 feet and a central angle of 89° 58' 07"; thence Southwesterly and Southerly along the arc of said curve a distance of 78.51 feet to the Point of Beginning.

CANAL #7

The East 100 feet, less the North 107.48 feet thereof, of the West 1/2 of Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida.

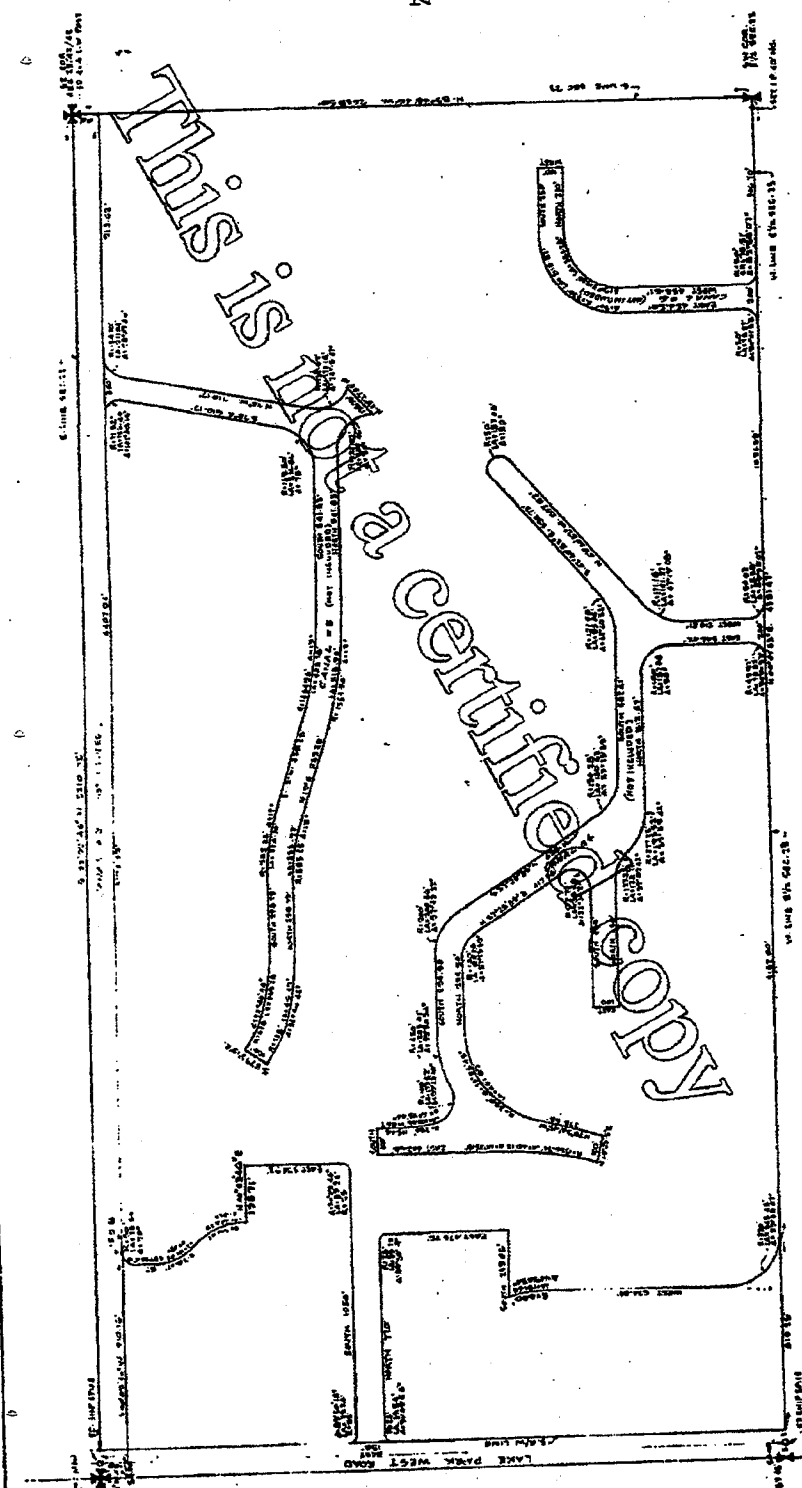


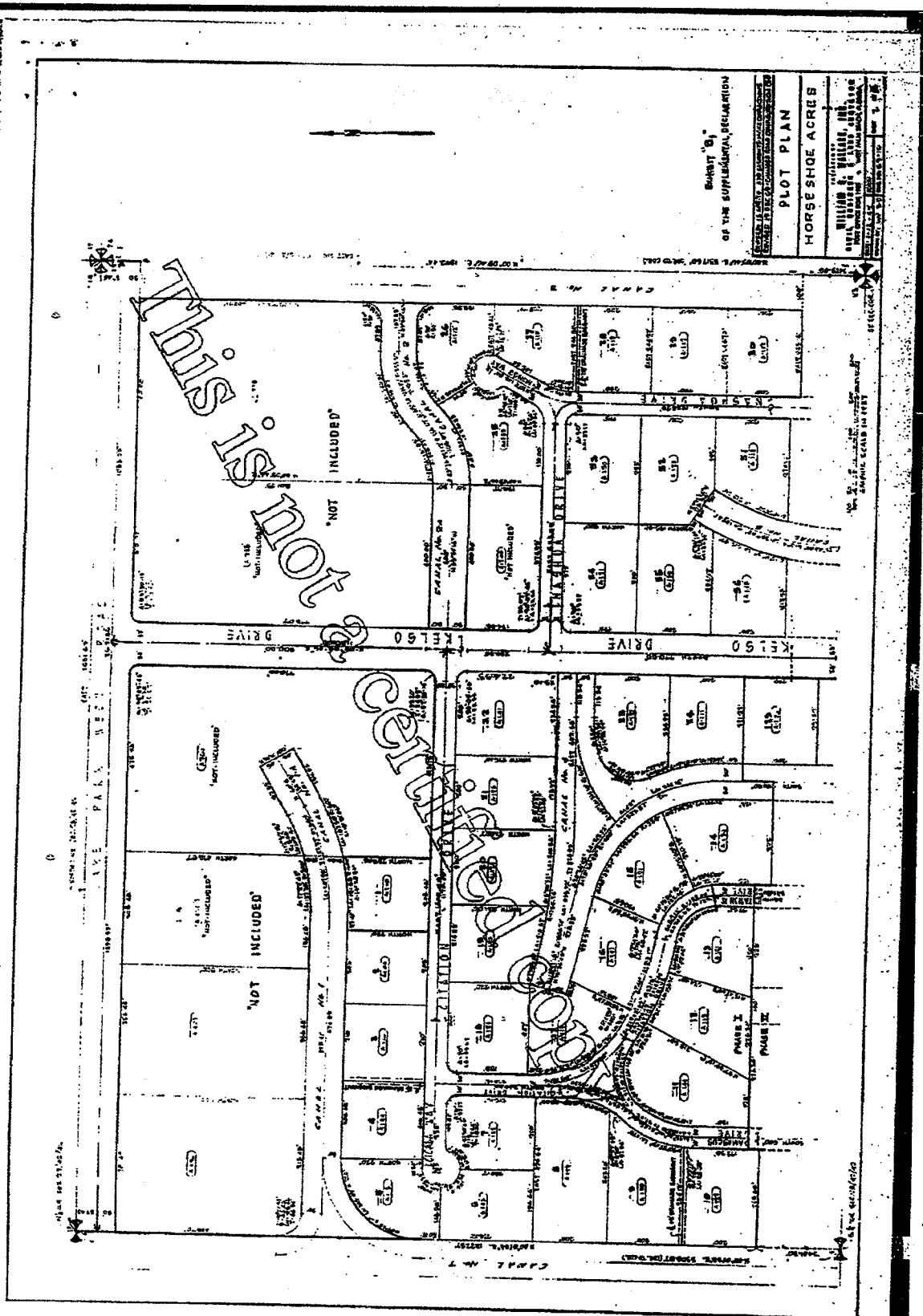
EXHIBIT 6  
OF THE SURVEYING DELINEATION  
NOTES FOR LAND-USE RESERVATION  
ATTACHED HERE TO

CERTIFIED SURVEY		HORSESHOE ACRES	
PREPARED BY		WILLIAM J. WILLIAMS, JR.	
DATE		MAY 1966	
SCALE		1" = 100'	
SHEET		1 OF 1	

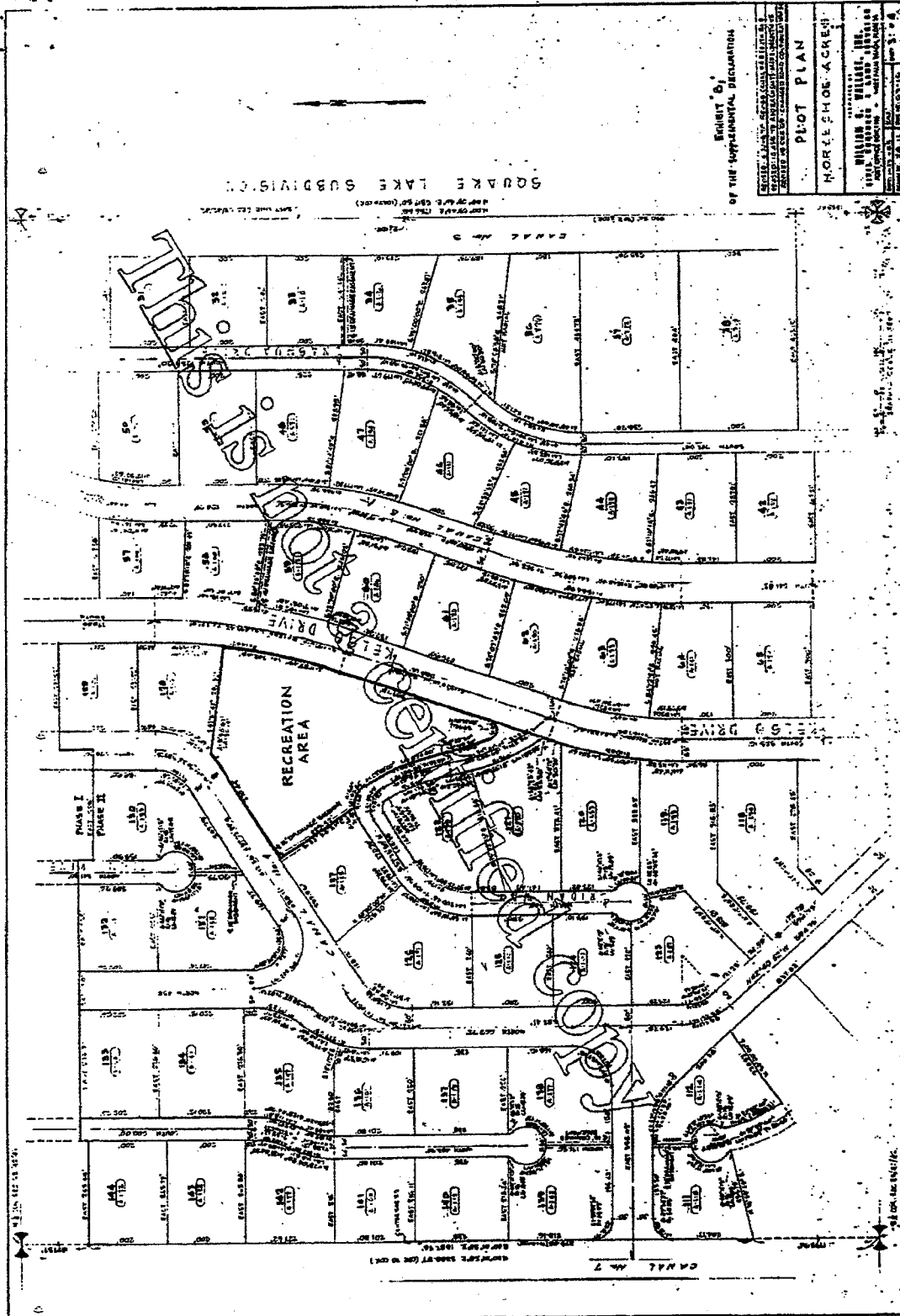
I HEREBY CERTIFY THAT THE DATA SHOWN HEREON  
IN THIS SURVEYING DELINEATION ARE A TRUE AND  
FAITHFUL REPRESENTATION OF THE SURVEYED  
TRACT OF LAND DESCRIBED HEREON.

WILLIAM J. WILLIAMS, JR.  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 955

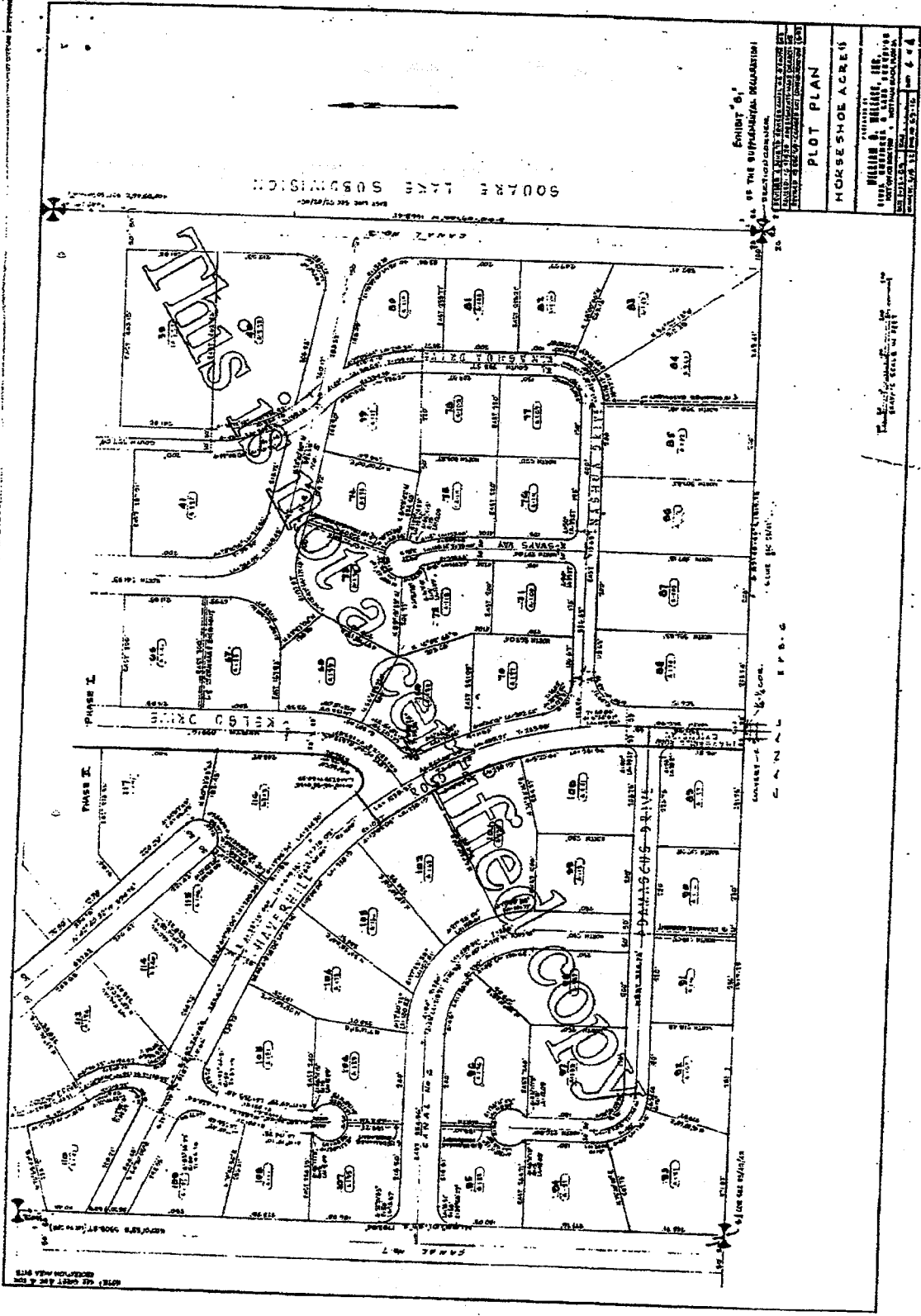
RECORDERS MEMO  
of William J. Williams, Jr.  
unintentionally filed as a document  
when received in this document.



RECORDED'S MEMO  
 of Writing, Typing or Printing  
 unsatisfactory in this document  
 when received.



RECORDER'S MEMO  
 of Writing, Typing or Printing  
 unsatisfactory in this document  
 when received



RECORDER'S MEMO  
 of Writing Typing  
 unsatisfactory in this document  
 when received

EXHIBIT C

to Supplemental Declaration


WILLIAM G. WALLACE, INC.  
CONSULTING ENGINEERS & LAND SURVEYORS  
105 - 106 LAKEVIEW BUILDING  
NORTH PALM BEACH, FLORIDA 33403  
(842 - 4233)

AFFIDAVIT OF ENGINEER

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

BEFORE ME, the undersigned authority duly authorized by law to administer oaths and take acknowledgments, personally appeared WILLIAM G. WALLACE, who, after being duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Civil Engineer under the laws of the State of Florida, being Registered Civil Engineer Number 4801.
2. That he hereby certifies that the Declaration of Restrictive Covenants of HORSESHOE ACRES CLUB, INC. together with the Exhibits attached thereto, constitute a correct representation of the improvements located upon the real property described therein, and that there can be determined therefrom the identification, location, dimension and size of the common property, and of each lot therein.
3. Further, Affiant sayeth naught.

  
William G. Wallace

SWORN TO AND SUBSCRIBED before me, this 1st day of  
December, A.D. 1970.



  
Notary Public, State of Florida at Large

My commission expires: July 13, 1973

RECORDED 1856 PAGE 1200

Recorded in O W Book 3  
Record verified  
Palm Beach County, Fla.,  
John S. Bookie  
Clerk Circuit Court

AMENDMENT TO ARTICLE II OF THE  
DECLARATION OF RESTRICTIVE COVENANTS  
HORSESHOE ACRES SUBDIVISION

THIS AMENDMENT is made this 31st day of December, 1970, by THE LAKE PARK CORPORATION, a Florida corporation ("Declarant").

Article II of the Declaration, which is filed in the official records of Palm Beach County, Florida, at Book 1856, Page 1176, was amended by an amendment filed in the official records of Palm Beach County, Florida, at Book 1862, Page 479.

The amendment at Book 1862, Page 479 reads:

Roofs

Roofs shall be constructed of cement tile or shake shingle.

By this Amendment, the amendment to Article II of the Declaration at Book 1862, Page 479 as written above is hereby deleted.

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

THE LAKE PARK CORPORATION

Attest:

By

*Clair G. Andersen*  
Its President

*Ellen H. Peterson*  
Assistant Secretary



STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS.

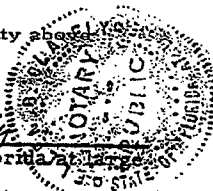
I HEREBY CERTIFY that on this day before me, a Notary Public authorized to take acknowledgments, personally appeared CLAIR G. ANDERSEN and ELLA H. PETERSON, known to me to be the President and Assistant Secretary, respectively, of THE LAKE PARK CORPORATION named in the foregoing Amendment to Article II of the Declaration of Restrictive Covenants, and acknowledged that they executed the same in the name of and on behalf of said Corporation and that said Corporation executed the same.

WITNESS my hand and official seal in the State and County above named this 31st day of December, 1970.

This Instrument Was Prepared By:  
Clair G. Andersen  
1001 Park Avenue  
Lake Park, Florida 32903

Recorded in O & Book &  
Record verified  
Palm Beach County, Fla.  
John B. Dunkle  
Clerk Circuit Court

*Ellen B. Blahely*  
Notary Public, State of Florida



RECORDED 1865 PAGE 1837

My Notary Public Commission Expires July 16, 1973  
DORSEY THORNTON FRED W. DICKELHORST

71 JAN 8 AM 11:26

Certified Copy

ASSIGNMENT AND ASSUMPTION OF DECLARANT'S  
RIGHTS UNDER DECLARATION OF RESTRICTIVE  
COVENANTS OF HORSESHOE ACRES SUBDIVISION

ASSIGNMENT made this 14<sup>th</sup> day of July, 1981, by  
THE LAKE PARK CORPORATION, a Florida corporation, of 4176 Burns Road,  
Palm Beach Gardens, Florida 33410 (hereinafter called the "Assignor"),  
to HORSESHOE ACRES CLUB, INC., a Florida not-for-profit corporation,  
of P.O. Box 12771, Lake Park, Florida 33403 (hereinafter called the  
"Assignee").

WHEREAS, the Assignor was the Declarant of that certain Declaration  
of Restrictive Covenants - Horseshoe Acres Subdivision, dated December  
1, 1970, as recorded in Official Record Book 1856, at page 1176, of the  
Public Records of Palm Beach County, Florida, as the same may be from  
time to time amended (see legal description attached as Exhibit "A"); and

WHEREAS, the Assignee is a Florida non-profit corporation incor-  
porated in December 1970, its membership consisting entirely of fee title  
owners of lots in the Horseshoe Acres Subdivision; and

WHEREAS, the Assignor desires to assign to the Assignee all of its  
rights under the said Declaration and the Assignee desires to assume the  
rights of the Assignor.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for valuable consideration, the receipt of which is hereby  
acknowledged, the Assignor does hereby assign and transfer unto the  
Assignee, and the Assignee does hereby accept and assume all of the  
rights and interest of the Declarant in that certain Declaration of Re-  
strictive Covenants - Horseshoe Acres Subdivision, dated December 1,  
1970, as recorded in Official Record Book 1856, at page 1176, of the  
Public Records of Palm Beach County, Florida, and as the same may have  
been amended from time to time, including, but not limited to, the  
rights of Declarant to: (1) appoint members of the Board of Directors  
of the Assignee (Article III (2) C of By-Laws); (2) appoint members  
to the Architectural Control Committee (Article VI (B)); (3) enforce,  
modify or amend any of the provisions contained in the said Declaration  
of Restrictive Covenants - Horseshoe Acres Subdivision (Article XIII);

RETURN TO:  
WILLIAM G. SHOTWELL, JR.  
OFFICIAL RECORDER  
PALM BEACH COUNTY, FLA.  
P.O. BOX 3917  
WEST PALM BEACH, FLA. 33402



and (4) exercise the right of second refusal (Article XI).

IN WITNESS WHEREOF, the Assignor and Assignee has executed this Assignment and Assumption Agreement as of the date and year first above written.

WITNESSES:

[Signature]

[Signature]

THE LAKE PARK CORPORATION

[Signature]  
B.D. UNDERWOOD, Vice President

Attest: [Signature]  
ELIZABETH LEMASTER, Assistant Secretary

(Corporate Seal)

HORSESHOE ACRES CLUB, INC.

[Signature]

[Signature]  
Vice President

[Signature]

Attest: [Signature]  
Secretary

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2nd day of June, 1981, by B.D. UNDERWOOD and ELIZABETH LEMASTER, Vice President and Assistant Secretary, respectively, of THE LAKE PARK CORPORATION, a Florida corporation, on behalf of the corporation.

[Signature]  
NOTARY PUBLIC  
My commission expires:

STATE OF FLORIDA  
COUNTY OF PALM BEACH

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 3 1983  
SHOULD HAVE SIGNED THIS. UNLAWFUL.

The foregoing instrument was acknowledged before me this 14th day of July, 1981, by President and Secretary, respectively, of HORSESHOE ACRES CLUB, INC., a Florida non-profit corporation, on behalf of the corporation.

[Signature]  
NOTARY PUBLIC  
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOVEMBER 28 1982

83566 P0167

RETURN TO:  
WILLIAM C. SHOSTALL, JR.  
COUNTY CLERK  
P.O. BOX 1000  
PALM BEACH, FLA. 33402

PREPARED BY  
WILLIAM C. SHOSTALL, JR.  
COUNTY CLERK  
P.O. BOX 1000  
PALM BEACH, FLA. 33402

EXHIBIT A  
To Supplemental Declaration

parcel of land lying in Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northeast corner of said Section 23; thence West along the North line of said Section 23, a distance of 100.00 feet to a point; thence S 00° 09' 46" W along a line parallel to the East line of said Section 23; a distance of 910.16 ft. to the Point of Beginning; thence continue S. 00° 09' 46" W a distance of 4407.01 ft. to a point lying on the South line of said Section 23; thence N 89° 48' 46" E along the South line of said Section 23, a distance of 2639.50 ft. to the Southwest corner of the East 1/2 of said Section 23; thence N 89° 01' 53" E along the West line of said East 1/2 a distance of 431.57 ft. to a point of curve concave to the Southeast, having a central angle of 89° 58' 07" and a radius of 220 ft. thence Northeasterly along the arc of said curve a distance of 355.45 ft. to a point; thence East a distance of 674.89 ft. to a point of curve concave to the Northwest, having a central angle of 140° 28' 54" and a radius of 600 ft.; thence Northeasterly along the arc of said curve a distance of 151.65 ft. to a point; thence South a distance of 239.06 ft. to a point; thence East a distance of 473.75 ft. to a point of curve concave to the Northwest, having a central angle of 89° 50' 14" and a radius of 25 ft.; thence Northeasterly along the arc of said curve a distance of 39.20 ft. to a point; thence North a distance of 770 ft. to a point of curve concave to the Southwest having a central angle of 89° 09' 46" and a radius of 25 ft.; thence Northwesterly along the arc of said curve a distance of 39.34 ft. to a point; thence East a distance of 156 ft. to a point of curve concave to the Southeast, having a central angle of 89° 50' 14" and a radius of 25 ft.; thence Southwesterly along the arc of said curve a distance of 39.20 ft. to a point; thence South a distance of 1050 ft. to a point of curve concave to the Northeast, having a central angle of 90° 09' 46" and a radius of 25 ft.; thence Southeasterly along the arc of said curve a distance of 39.34 ft. to a point; thence East a distance of 374.93 ft. to a point; thence S 00° 09' 46" E, a distance of 198.71 ft. to a point of curve concave to the Northwest, having a central angle of 45° and a radius of 205.07 ft.; thence Northeasterly along the arc of said curve a distance of 240.39 ft. to a point of reverse curve concave to the Southeast, having a central angle of 45° and a radius of 205.07 ft.; thence Northeasterly along the arc of said curve a distance of 161.85 ft. to a point; thence S 89° 50' 14" E, a distance of 87.89 ft. to a point of curve concave to the Southwest, having a central angle of 90° and a radius of 50 ft.; thence Southeasterly along the arc of said curve a distance of 78.54 ft. to the Point of Beginning. Less the following described canal parcels (attached).

B3566 P0168

1856 1192

EXHIBIT "A"  
(page 1)

CANAL #4

A parcel of land lying in the East half of Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida; more particularly described as follows:

From the Northwest corner of the Northeast Quarter of said Section 23; thence S 00° 01' 31" W along the North-South Quarter Section line of said Section 23 a distance of 240.15 feet to the Point of Beginning of the hereinafter described parcel and a point of curve concave to the Northeast, having a radius of 49.97 feet, and a central angle of 90° 01' 53"; thence Southerly and Southeasterly along the arc of said curve a distance of 78.52 feet to a point; thence East a distance of 346.42 feet to a point of curve concave to the Northwest, having a radius of 100 feet and a central angle of 90°; thence Easterly and Northeasterly along the arc of said curve a distance of 157.06 feet to a point; thence North a distance of 512.87 feet to a point of curve concave to the Southeast, having a radius of 277.23 feet and a central angle of 39° 59' 42"; thence Northerly and Northeasterly along the arc of said curve a distance of 193.52 feet to a point of reverse curve concave to the Northwest, having a radius of 177.23 feet and a central angle of 39° 59' 42"; thence Northeasterly and Northerly along the arc of said curve a distance of 123.71 feet to a point; thence North a distance of 450 feet to a point; thence East a distance of 100 feet to a point of curve concave to the Northeast, having a radius of 78.52 feet, and a central angle of 122° 34' 21"; thence Southeasterly and Easterly along the arc of said curve a distance of 155.68 feet to a point; thence N 57° 25' 39" E a distance of 417.56 feet to a point of curve concave to the Northwest, having a radius of 100 feet and a central angle of 57° 25' 39"; thence Northeasterly and Northerly along the arc of said curve a distance of 82.28 feet to a point; thence North a distance of 294.90 feet to a point of curve concave to the Southwest, having a radius of 100 feet and a central angle of 75° 36' 45"; thence Northwesterly along the arc of said curve a distance of 461.89 feet to a point; thence N 75° 36' 45" W a distance of 278.33 feet to a point; thence E 14° 23' 15" E a distance of 100 feet to a point of curve concave to the Northeast, having a radius of 1756.74 feet and a central angle of 14° 23' 15"; thence Southeasterly and Easterly along the arc of said curve a distance of 441.13 feet to a point; thence East a distance of 402.68 feet to a point; thence South a distance of 100 feet to a point; thence West a distance of 115.00 feet to a point of curve concave to the Southeast, having a radius of 350 feet and a central angle of 16° 25' 44"; thence Southwesterly along the arc of said curve a distance of 100.36 feet to a point of curve concave to the Southeast, having a radius of 100 feet and a central angle of 99° 25' 10"; thence Southwesterly and Southerly along the arc of said curve a distance of 173.52 feet to a point of reverse curve concave to the Southwest, having a radius of 450 feet and a central angle of 25° 50' 44"; thence Southeasterly and Southerly along the arc of said curve a distance of 200.46 feet to a point; thence South a distance of 294.90 feet to a point of curve concave to the Northwest, having a radius of 200 feet and a central angle of 57° 25' 39"; thence Southerly and Southwesterly along the arc of said curve a distance of 200.46 feet to a point; thence S 57° 25' 39" W a distance of 658.11 feet to a point of curve concave to the Southeast, having a radius of 150.28 feet and a central angle of 57° 25' 39"; thence Southwesterly and Southerly along the arc of said curve a distance of 150.63 feet to a point; thence South a distance of 553.16 feet to a point of curve concave to the Northeast, having a radius of 270 feet and a central angle of 42° 40' 00"; thence Southerly and Southeasterly along the arc of said curve a distance of 201.13 feet to a point; thence S 42° 40' 00" E a distance of 593.48 feet to a point of curve concave to the Northwest, having a radius of 50 feet and a central angle of 180°; thence Southerly and Southwesterly along the arc of said curve a distance of 157.08 feet to a point; thence S 42° 40' 52" W a distance of 188.57 feet to a point of curve concave to the Southwest, having a radius of 178.25 feet and a central angle of 47° 19' 00"; thence Northwesterly and Westerly along the arc of said curve a distance of 147.21 feet to a point; thence West a distance of 291.14 feet to a point of curve concave to the Southeast, having a radius of 50.03 feet and a central angle of 39° 58' 07"; thence Southwesterly and Southerly along the arc of said curve a distance of 74.59 feet to a point; thence N 00° 01' 31" E a distance of 200 feet to the Point of Beginning.

REC-1856 PAGE 1193

EXHIBIT "A"  
(page 2)

B3566 P0169

A parcel of land lying in the East 1/2 of Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida; more particularly described as follows:

From the Northeast corner of said Section 23; thence S 00° 09' 46" W along the East line of said Section 23 a distance of 4103.55 feet to a point; thence West a distance of 100 feet to the Point of Beginning of the hereinafter described parcel; thence S 00° 09' 46" W a distance of 300 feet to a point of curve concave to the Southwest, having a radius of 134.70 feet and a central angle of 78° 09' 46"; thence Northwesterly and Westerly along the arc of said curve a distance of 311.04 feet to a point of tangent; thence N 78° 00' 00" W along said tangent a distance of 710.17 feet to a point of curve concave to the Southeast having a radius of 132.07 feet, and a central angle of 74° 15' 47"; thence Southwesterly along the arc of said curve a distance of 171.18 feet to a point; thence N 43° 24' 00" W a distance of 139.78 feet to a point lying on the arc of a curve concave to the Northwest, having a radius of 132.07 feet and a central angle of 90°; thence Northeasterly and Easterly along the arc of said curve a distance of 207.40 feet to a point of tangent; thence North along the said tangent a distance of 321.83 feet to a point of curve concave to the Southeast, having a radius of 166.11 feet and a central angle of 19°; thence Northerly and Northeasterly along the arc of said curve a distance of 518.94 feet to a point; thence N 19° 00' 00" E a distance of 259.29 feet to a point of curve concave to the Northwest, having a radius of 885.25 feet and a central angle of 19°; thence Northeasterly and Easterly along the arc of said curve a distance of 253.97 feet to a point; thence North a distance of 298.79 feet to a point of curve concave to the Southeast, having a radius of 728 feet and a central angle of 32° 46' 44"; thence Northerly and Northeasterly along the arc of said curve a distance of 416.49 feet to a point; thence S 57° 13' 15" E a distance of 100 feet to a point lying on the arc of a curve concave to the Southeast, having a radius of 628 feet and a central angle of 32° 46' 44"; thence Southwesterly and Southerly along the arc of said curve a distance of 359.28 feet to a point; thence South 298.79 feet to a point of curve concave to the Northwest, having a radius of 985.25 feet and a central angle of 19°; thence Southerly and Southwesterly along the arc of said curve a distance of 326.70 feet to a point; thence S 19° 00' 00" W a distance of 259.29 feet to a point of curve concave to the Southeast, having a radius of 1664.00 feet and a central angle of 19°; thence Southwesterly and Southerly along the arc of said curve a distance of 485.78 feet to a point; thence South a distance of 342.81 feet to a point of curve concave to the Northeast, having a radius of 159.30 feet and a central angle of 78°; thence Southerly and Southeasterly along the arc of said curve a distance of 246.86 feet to a point; thence S 78° 00' 00" E a distance of 71.17 feet to a point of curve concave to the Northwest, having a radius of 71.17 feet and a central angle of 101° 50' 14"; thence Easterly and Northeasterly along the arc of said curve a distance of 126.40 feet to the Point of Beginning.

CANAL #6

A parcel of land lying in the Southeast Quarter of Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida; more particularly described as follows:

From the Northwest corner of the Northeast Quarter of said Section 23; thence S 00° 01' 53" W along the North-South Quarter Section line of said Section 23 a distance of 4402.15 feet to the Point of Beginning of the hereinafter described parcel and a point of curve concave to the Northeast, having a radius of 30 feet and a central angle of 90° 01' 53"; thence Southeasterly and Easterly along the arc of said curve a distance of 78.57 feet to a point of tangent; thence East along said tangent a distance of 454.50 feet to a point of curve concave to the Southwest, having a radius of 330 feet and a central angle of 90°; thence Southeasterly and Southerly along the arc of said curve a distance of 424.37 feet to a point; thence South a distance of 250 feet to a point; thence West a distance of 100 feet to a point; thence North a distance of 250 feet to a point of curve concave to the Southwest, having a radius of 230 feet and a central angle of 90°; thence Northwesterly and Westerly along the arc of said curve a distance of 341.28 feet to a point; thence West a distance of 454.61 feet to a point of curve concave to the Southeast, having a radius of 50 feet and a central angle of 80° 58' 07"; thence Southwesterly and Southerly along the arc of said curve a distance of 78.51 feet to the Point of Beginning.

CANAL #7

The East 100 feet, less the North 107.45 feet thereof, of the West 1/2 of Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida.

EXHIBIT "A"  
(page 4)

FILED 1856 PAGE 1195

83586 P0171

RECORD VERIFIED  
PALM BEACH COUNTY, FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

SUPPLEMENT TO DECLARATION  
OF RESTRICTIVE COVENANTS

THIS SUPPLEMENT TO DECLARATION OF RESTRICTIVE COVENANTS  
for HORSESHOE ACRES SUBDIVISION made this 11th day of July, 1985,  
by HORSESHOE ACRES CLUB, INC., a Florida not-for-profit  
corporation (the "Club") recites and provides as follows:

RECITALS

A. By "Declaration of Restrictive Covenants" dated  
December 1, 1970, and recorded in the Public Records of Palm  
Beach County, Florida, in Official Record Book 1856 at Page 1176,  
and amended in Official Record Book 1856 at Page 1176, and  
further amended in Official Record Book 1865 at Page 1837 (the  
"Declaration"), the "Declarant" described therein imposed certain  
restrictions and covenants on the "Subdivision" described  
therein.

B. The Club is the entity described in the  
Declaration with the responsibility for the administration of the  
Declaration. The Club has succeeded to all of the rights and  
obligations of the Original Declarant with respect to the  
Declaration.

C. The Club desires to record this Supplement to  
Declaration in order to clarify certain provisions of the  
Declaration because there has been a significant passage of time  
and change in the Subdivision since the Declaration has been  
recorded.

NOW, THEREFORE, the Declaration is hereby supplemented  
as follows:

1. The Declaration remains in full force and effect.  
This Supplement is being placed of record to inform all owners  
and future owners of property in the Subdivision (the "Owners")  
that the provisions of the Declaration are to be enforced as  
provided therein and, further, that any violations of the  
provisions thereof existing as of the date hereof shall not  
constitute, nor be deemed to constitute, a waiver of any of the  
provisions thereof or of the Club's rights to enforce the  
provisions thereof.

This Instrument Prepared By  
DAVID M. SHAW  
FLEMING, HALE & SHAW  
30 COCONUT ROW  
PALM BEACH, FLA. 33480

85 165631

85 JUL 24 PM 1:11

84605 P0991

2. All questions with respect to the provisions of the Declaration or the interpretation thereof shall be determined by the Club.

3. All variances approved by the Architectural Control Committee pursuant to Article VI A of the Declaration shall apply to the specific circumstances of each such variance and shall not be deemed to be of general application. The Committee shall keep files for all variances and these files shall be available for review by all Owners. It is the express intent of the Club that such variances be granted to provide for the overall attractiveness of the Subdivision in light of changes in the character of the neighborhood and current architectural design standards and construction techniques; it being understood that the primary goal of the Declaration is to insure that the Subdivision constitute a first-class residential community.

WITNESS the signature of the Club by its duly authorized officer.

WITNESSES:

[Signature]  
[Signature]

HORSESHOE ACRES CLUB, INC.  
a not-for-profit corporation  
By [Signature]  
President

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

BEFORE ME, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared Rayne L. Jones as President of HORSESHOE ACRES CLUB, a not-for-profit corporation, known to me and known by me to be the individual who executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 11th day of July, 1985, in the County and State aforesaid.

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires: 12/31/87

[Signature]  
Notary Public

RECORD VERIFIED  
PALM BEACH COUNTY FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

84605 P0992

Record and return to:  
Gary D. Fields, Esq.  
LAW OFFICE OF GARY D. FIELDS  
Admiralty Tower - Suite 700  
4400 PGA Boulevard  
Palm Beach Gardens, FL 33410



09/03/2002 12:09:09 20020460742  
OR BK 14103 PG 0468  
Palm Beach County, Florida

**SECOND SUPPLEMENTAL DECLARATION OF RESTRICTIVE  
COVENANTS FOR HORSESHOE ACRES SUBDIVISION**

WHEREAS, the Declaration of Restrictive Covenants for Horseshoe Acres Subdivision (hereinafter referred to as the "Declaration"), was recorded in Official Records Book 1856, Page 1176, of the Public Records of Palm Beach County, Florida (and subsequently amended and supplemented), affecting certain real property described in Exhibit "A" attached hereto (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Declaration provides for annexation to the Subdivision by the Declarant of contiguous or adjacent real property, in the sole discretion of the Declarant; and

WHEREAS, Horseshoe Acres Club, Inc. (hereinafter referred to as the "Club"), a Florida not for profit corporation, has succeeded to all of the rights and obligations of the Declarant under the Declaration; and

WHEREAS, the Club desires to annex certain adjacent real property (hereinafter referred to as the "Front Lot"), which is owned by the Club, and which is legally described as set forth on the attached Exhibit "B", into the Subdivision, as set forth herein.

NOW THEREFORE, the Declaration is hereby supplemented as follows:

1. The Front Lot is hereby annexed into the Subdivision.
2. Notwithstanding anything contained to the contrary in the Declaration as amended and supplemented or in any other paragraph hereof, the permissible uses of the Front Lot shall be as designated from time to time by the Board of Directors of the Club. Until further designation by the Board, the Front Lot shall be treated as Common Property pursuant to the Declaration.
3. The Front Lot is now held, and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of the Declaration.



4. The Front Lot shall be subject to the Declaration, as amended and supplemented, as fully as if the Front Lot was part of the Subdivision on the date of recording of the Declaration.

5. This Second Supplemental Declaration, including each and every term and condition, shall be binding upon and shall enure to the benefit of any subsequent owner of the Front Lot, together with their respective licensees, agents, successors and assigns, and shall further be deemed covenants that run with the land.

6. The terms and provisions contained herein shall be governed by the laws of the State of Florida as now and hereafter in force.

Except as otherwise expressly set forth herein, the terms and conditions of the Declaration as previously amended and supplemented are hereby reaffirmed.

IN WITNESS WHEREOF, the undersigned President and Secretary have executed this Second Supplemental Declaration of Restrictive Covenants for Horseshoe Acres Subdivision this 13th day of August, 2002.

Witnesses:

HORSESHOE ACRES CLUB, INC.

(signature)

(printed name)

(signature)

(printed name)

(signature)

(printed name)

(signature)

(printed name)

By:

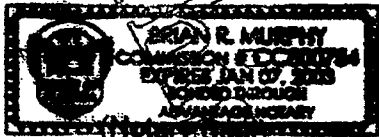
Kathy Park, President

Attest:

Bill Tarr, Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of August, 2002, by Kathy Park, as President, and Bill Tarr, as Secretary, respectively, of HORSESHOE ACRES CLUB, INC., who are personally known to me or have produced \_\_\_\_\_ as identification and who did take an oath.



Brian R. Murphy  
Notary Public  
State of Florida  
My Commission Expires:

This is not a certified copy

EXHIBIT A

A parcel of land lying in Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northeast corner of said Section 23; thence West along the North line of said Section 23, a distance of 100.00 feet to a point; thence S 00° 09' 46" W. along a line parallel to the East line of said Section 23; a distance of 910.16 ft. to the Point of Beginning; thence continue S 00° 09' 46" W. a distance of 4407.01 ft. to a point lying on the South line of said Section 23; thence N 89° 50' 14" E. along the South line of said Section 23, a distance of 2839.50 ft. to the Southwest corner of the East 1/2 of said Section 23; thence N 00° 01' 53" E. along the West line of said East 1/2 a distance of 4381.47 ft. to a point of curve concave to the Southeast, having a central angle of 89° 58' 07" and a radius of 220 ft. thence Northeasterly along the arc of said curve a distance of 355.45 ft. to a point; thence East a distance of 674.89 ft. to a point of curve concave to the Northwest, having a central angle of 14° 28' 54" and a radius of 600 ft.; thence Northeasterly along the arc of said curve a distance of 152.65 ft. to a point; thence South a distance of 239.06 ft. to a point; thence East a distance of 473.75 ft. to a point of curve concave to the Northwest, having a central angle of 89° 50' 14" and a radius of 25 ft.; thence Northeasterly along the arc of said curve a distance of 39.20 ft. to a point; thence North a distance of 770 ft. to a point of curve concave to the Southwest having a central angle of 90° 09' 46"; and a radius of 25 ft.; thence Northwesterly along the arc of said curve a distance of 39.34 ft. to a point; thence East a distance of 156 ft. to a point of curve concave to the Southeast, having a central angle of 89° 50' 14" and a radius of 25 ft.; thence Southwesterly along the arc of said curve a distance of 39.20 ft. to a point; thence South a distance of 1050 ft. to a point of curve concave to the Northeast, having a central angle of 90° 09' 46" and a radius of 25 ft.; thence Southeasterly along the arc of said curve a distance of 39.34 ft. to a point; thence East a distance of 374.93 ft. to a point; thence N 00° 09' 46" E. a distance of 193.71 ft. to a point of curve concave to the Northwest, having a central angle of 45° and a radius of 306.07 ft.; thence Northeasterly along the arc of said curve a distance of 240.39 ft. to a point of reverse curve concave to the Southeast, having a central angle of 45° and a radius of 205.07 ft.; thence Northeasterly along the arc of said curve a distance of 161.85 ft. to a point; thence S 89° 50' 14" E. a distance of 87.89 ft. to a point of curve concave to the Southwest, having a central angle of 90° and a radius of 50 ft.; thence Southeasterly along the arc of said curve a distance of 78.54 ft. to the Point of Beginning. Less the following described canal parcels (attached).

## CANAL #4

A parcel of land lying in the East half of Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida; more particularly described as follows:

From the Northwest corner of the Northeast Quarter of said Section 23; thence S 00° 01' 53" W along the North-South Quarter Section line of said Section 23 a distance of 3110.15 feet to the Point of Beginning of the hereinafter described parcel and a point of curve concave to the Northeast, having a radius of 49.97 feet, and a central angle of 90° 01' 53"; thence Southerly and Southeasterly along the arc of said curve a distance of 78.52 feet to a point; thence East a distance of 346.42 feet to a point of curve concave to the Northwest, having a radius of 100 feet and a central angle of 90°; thence Easterly and Northeasterly along the arc of said curve a distance of 157.08 feet to a point; thence North a distance of 512.87 feet to a point of curve concave to the Southeast, having a radius of 277.23 feet and a central angle of 39° 59' 42"; thence Northerly and Northeasterly along the arc of said curve a distance of 193.42 feet to a point of reverse curve concave to the Northwest, having a radius of 177.23 feet and a central angle of 39° 59' 42"; thence Northeasterly and Northerly along the arc of said curve a distance of 123.71 feet to a point; thence North a distance of 450 feet to a point; thence East a distance of 100 feet to a point; thence South a distance of 450 feet to a point of curve concave to the Northeast, having a radius of 42.77 feet, and a central angle of 122° 34' 21"; thence Southeasterly and Easterly along the arc of said curve a distance of 155.68 feet to a point; thence N 57° 25' 39" E a distance of 417.56 feet to a point of curve concave to the Northwest, having a radius of 100 feet and a central angle of 57° 25' 39"; thence Northeasterly and Northerly along the arc of said curve a distance of 82.28 feet to a point; thence North a distance of 294.90 feet to a point of curve concave to the Southwest, having a radius of 350 feet and a central angle of 75° 36' 45"; thence Northeasterly along the arc of said curve a distance of 461.89 feet to a point; thence N 75° 36' 45" W a distance of 278.53 feet to a point; thence N 14° 23' 15" E a distance of 100 feet to a point of curve concave to the Northeast, having a radius of 1756.74 feet and a central angle of 14° 23' 15"; thence Southeasterly and Easterly along the arc of said curve a distance of 441.13 feet to a point; thence East a distance of 402.68 feet to a point; thence South a distance of 100 feet to a point; thence West a distance of 115.54 feet to a point of curve concave to the Southwest, having a radius of 350 feet and a central angle of 16° 25' 44"; thence Southeasterly along the arc of said curve a distance of 100.36 feet to a point of curve concave to the Southeast, having a radius of 100 feet and a central angle of 99° 25' 10"; thence Southwesterly and Southerly along the arc of said curve a distance of 173.52 feet to a point of reverse curve concave to the Southwest, having a radius of 450 feet and a central angle of 25° 50' 44"; thence Southeasterly and Southerly along the arc of said curve a distance of 294.90 feet to a point; thence South a distance of 294.90 feet to a point of curve concave to the Northwest, having a radius of 200 feet and a central angle of 57° 25' 39"; thence Southerly and Southwesterly along the arc of said curve a distance of 200.46 feet to a point; thence S 57° 25' 39" W a distance of 658.11 feet to a point of curve concave to the Southeast, having a radius of 150.28 feet and a central angle of 57° 25' 39"; thence Southwesterly and Southerly along the arc of said curve a distance of 150.63 feet to a point; thence South a distance of 553.16 feet to a point of curve concave to the Northeast, having a radius of 270 feet and a central angle of 42° 40' 52"; thence Southerly and Southeasterly along the arc of said curve a distance of 201.13 feet to a point; thence S 42° 40' 52" E a distance of 593.48 feet to a point of curve concave to the Northwest, having a radius of 50 feet and a central angle of 180°; thence Southerly and Southwesterly along the arc of said curve a distance of 157.08 feet to a point; thence N 42° 40' 52" W a distance of 780.57 feet to a point of curve concave to the Southwest, having a radius of 120.25 feet and a central angle of 47° 19' 08"; thence Northwesterly and Westerly along the arc of said curve a distance of 147.21 feet to a point; thence West a distance of 281.16 feet to a point of curve concave to the Southeast, having a radius of 50.03 feet and a central angle of 89° 58' 07"; thence Southwesterly and Southerly along the arc of said curve a distance of 78.59 feet to a point; thence N 00° 01' 53" E a distance of 200 feet to the Point of Beginning.

## CANAL #5

A parcel of land lying in the East 1/2 of Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida; more particularly described as follows:

From the Northeast corner of said Section 23; thence S 00° 09' 46" W along the East line of said Section 23 a distance of 4103.55 feet to a point; thence West a distance of 100 feet to the Point of Beginning of the hereinafter described parcel; thence S 00° 09' 46" W a distance of 300 feet to a point of curve concave to the Southwest, having a radius of 134.70 feet and a central angle of 78° 09' 46"; thence Northwesterly and Westerly along the arc of said curve a distance of 211.04 feet to a point of tangent; thence N 78° 00' 00" W along said tangent a distance of 710.17 feet to a point of curve concave to the Southeast, having a radius of 132.07 feet, and a central angle of 74° 15' 47"; thence Southwesterly along the arc of said curve a distance of 171.18 feet to a point; thence N 63° 21' 04" W a distance of 138.78 feet to a point lying on the arc of a curve concave to the Northwest, having a radius of 132.07 feet and a central angle of 90°; thence Northeasterly and Easterly along the arc of said curve a distance of 207.40 feet to a point of tangent; thence North along the said tangent a distance of 541.83 feet to a point of curve concave to the Southeast, having a radius of 1564.90 feet and a central angle of 19°; thence Northerly and Northeasterly along the arc of said curve a distance of 518.94 feet to a point; thence N 19° 00' 00" E a distance of 259.29 feet to a point of curve concave to the Northwest, having a radius of 885.25 feet and a central angle of 19°; thence Northeasterly and Easterly along the arc of said curve a distance of 253.97 feet to a point; thence North a distance of 298.79 feet to a point of curve concave to the Southeast, having a radius of 728 feet and a central angle of 32° 46' 44"; thence Northerly and Northeasterly along the arc of said curve a distance of 416.49 feet to a point; thence S 57° 13' 15" E a distance of 100 feet to a point lying on the arc of a curve concave to the Southeast, having a radius of 628 feet and a central angle of 32° 46' 44"; thence Southwesterly and Southerly along the arc of said curve a distance of 359.28 feet to a point; thence South 298.79 feet to a point of curve concave to the Northwest, having a radius of 985.25 feet and a central angle of 19°; thence Southerly and Southwesterly along the arc of said curve a distance of 326.70 feet to a point; thence S 19° 00' 00" W a distance of 259.29 feet to a point of curve concave to the Southeast, having a radius of 1464.90 feet and a central angle of 19°; thence Southwesterly and Southerly along the arc of said curve a distance of 485.78 feet to a point; thence South a distance of 541.83 feet to a point of curve concave to the Northeast, having a radius of 1564.90 feet and a central angle of 78°; thence Southerly and Southeasterly along the arc of said curve a distance of 216.86 feet to a point; thence S 78° 00' 00" E a distance of 610.17 feet to a point of curve concave to the Northwest, having a radius of 11.82 feet and a central angle of 101° 50' 14"; thence Easterly and Northeasterly along the arc of said curve a distance of 126.40 feet to the Point of Beginning.

## CANAL #6

A parcel of land lying in the Southeast Quarter of Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida; more particularly described as follows:

From the Northwest corner of the Northeast Quarter of said Section 23; thence S  $00^{\circ} 01' 53''$  W along the North-South Quarter Section line of said Section 23 a distance of 4402.15 feet to the Point of Beginning of the hereinafter described parcel and a point of curve concave to the Northeast, having a radius of 30 feet and a central angle of  $90^{\circ} 01' 53''$ ; thence Southeasterly and Easterly along the arc of said curve a distance of 78.57 feet to a point of tangent; thence East along said tangent a distance of 454.50 feet to a point of curve concave to the Southwest, having a radius of 330 feet and a central angle of  $30^{\circ}$ ; thence Southeasterly and Southerly along the arc of said curve a distance of 518.37 feet to a point; thence South a distance of 250 feet to a point; thence West a distance of 100 feet to a point; thence North a distance of 250 feet to a point of curve concave to the Southwest, having a radius of 230 feet and a central angle of  $90^{\circ}$ ; thence Northwesterly and Westerly along the arc of said curve a distance of 361.23 feet to a point; thence West a distance of 454.61 feet to a point of curve concave to the Southeast, having a radius of 50 feet and a central angle of  $89^{\circ} 58' 07''$ ; thence Southwesterly and Southerly along the arc of said curve a distance of 78.51 feet to the Point of Beginning.

## CANAL #7

The East 100 feet, less the North 107.45 feet thereof, of the West 1/2 of Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida.

**Exhibit A (fifth page)**  
(Shenandoah Addition)

Commencing at the N.E. corner of Section 23, Township 42 S, Range 42 E, Palm Beach County, Florida, run west along the north line of said Section 23, 1106.07 feet, thence S 00°-42'-13" W, 107.37 feet to the point of beginning, thence, continue S 00°-42'-13" W 820.31 feet, thence N 88°-31'-45" W 500.19 feet, thence N 00°-42'-13" E 820.50 feet, thence S 88°-30'-27" E 500.19 feet, to the point of beginning.

This is not a certified copy

EXHIBIT ~~A~~ B

Being all of that certain property located at SE Corner of Northlake Blvd. & Kelso Drive, Lake Park, FL 33403, County of Palm Beach, and being more particularly described as follows:

A parcel of land lying in Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida; said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of said Section 23, (said corner being in the northerly right of way line of West Lake Park Road as now laid out and in use); thence north  $88^{\circ}30'27''$  West, along the North line of said Section 23 and along the North right of way line of said West Lake Park Road, a distance of 780.00 feet; thence South  $01^{\circ}39'10''$  West, parallel with the East line of said Section 23, a distance of 137.45 feet to a point on the southeasterly right of way line of West Lake Park Road as recorded in O.R. book 5297, Page 1554, Public Records of Palm Beach County, Florida and the Point of Beginning; thence continue South  $01^{\circ}39'10''$  West, along said parallel line, a distance of 357.00 feet; thence North  $88^{\circ}30'27''$  West, parallel with the north line of said Section 23, a distance of 220.00 feet to a point on the East right of way line of Kelso Drive, as recorded in O.R. Book 1800, Page 393, public Records of Palm Beach County, Florida; thence North  $01^{\circ}39'10''$  East, parallel with the East line of said Section 23 and along the East right of way line of said Kelso Drive, a distance of 357.00 feet to a point on the South right of way line of said West Lake Park Road; thence South  $88^{\circ}30'27''$  East, parallel with the North line of said Section 23 and along said South right of way line of West Lake Park Road, a distance of 220.00 feet to the Point of Beginning.



Record and return to:  
Gary D. Fields, Esq.  
LAW OFFICE OF GARY D. FIELDS  
Admiralty Tower - Suite 700  
4400 PGA Boulevard  
Palm Beach Gardens, FL 33410

02/05/2003 11:28:09 20030065157  
DR BK 14757 PG 0363  
Palm Beach County, Florida

**THIRD SUPPLEMENTAL DECLARATION OF RESTRICTIVE  
COVENANTS FOR HORSESHOE ACRES SUBDIVISION**

WHEREAS, the Declaration of Restrictive Covenants for Horseshoe Acres Subdivision (hereinafter referred to as the "Declaration"), was recorded in Official Records Book 1856, Page 1176, of the Public Records of Palm Beach County, Florida (and subsequently amended and supplemented), affecting certain real property described in Exhibit "A" attached hereto (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Declaration provides for annexation to the Subdivision by the Declarant of contiguous or adjacent real property, in the sole discretion of the Declarant; and

WHEREAS, Horseshoe Acres Club, Inc. (hereinafter referred to as the "Club"), a Florida not for profit corporation, has succeeded to all of the rights and obligations of the Declarant under the Declaration; and

WHEREAS, the Club, and Clarence and Audrey Taylor and Ramon and Patricia Alvarez (hereinafter referred to as the "Owners") have agreed to the annexation of certain real property consisting of one (1) lot (hereinafter referred to as the "Alvarez Lot"), which is legally described as:

Lot 1, Smith Corner, according to the Plat thereof  
as recorded in Plat Book 83, Page 144, Public  
Records of Palm Beach County, Florida,

into the Subdivision, as set forth herein, and good and sufficient consideration has been exchanged between the Club and the Owners related to this transaction.

NOW THEREFORE, the Declaration is hereby supplemented as follows:

1. The Alvarez Lot is hereby annexed into the Subdivision.

2. The permissible uses of the Alvarez Lot shall be the same as for any other Lot owned by individuals within the Subdivision as set forth in the Declaration.

3. The Alvarez Lot is now held, and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of the Declaration.

4. The Alvarez Lot shall be subject to the Declaration, as amended and supplemented, as fully as if the Alvarez Lot was part of the Subdivision on the date of recording of the Declaration.

5. This Third Supplemental Declaration, including each and every term and condition, shall be binding upon and shall enure to the benefit of any subsequent owner of the Alvarez Lot, together with their respective licensees, agents, successors and assigns, and shall further be deemed covenants that run with the land.

6. The terms and provisions contained herein shall be governed by the laws of the State of Florida as now and hereafter in force.

Except as otherwise expressly set forth herein, the terms and conditions of the Declaration as previously amended and supplemented are hereby reaffirmed.

IN WITNESS WHEREOF, the undersigned Owners and the President and Secretary of the Club have executed this Third Supplemental Declaration of Restrictive Covenants for Horseshoe Acres Subdivision this 14th day of January, 2003.

Witnesses:

HORSESHOE ACRES CLUB, INC.

(signature)

By: Kathryn Barr Park  
Kathryn Barr Park President

(printed name)

HOWARD ENGEL

(signature)

(printed name)

(signature)

(printed name)

(signature)

(printed name)

Attest:

BILLY DARR, Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14 day of January, 2003, by Kathy Park, as President, and Bill Tarr, as Secretary, respectively, of HORSESHOE ACRES CLUB, INC., who are personally known to me or have produced as identification and who did take an oath.



Brian R. Murphy  
MY COMMISSION # DD172756 EXPIRES  
January 7, 2007  
SIGNED BY THE STATE OF FLORIDA

B. R. Murphy  
Notary Public  
State of Florida

My Commission Expires:

(Notary Seal)

Witnesses:

(signature)

(printed name)

(signature)

(printed name)

(signature)

(printed name)

(signature)

(printed name)

Owners:

Clarence A. Taylor  
Clarence Taylor

Abdrey A. Taylor  
Abdrey A. Taylor

(signature) \_\_\_\_\_

(printed name) John P. Little Jr

(signature) Howard Engel

(printed name) Howard Engel

(signature) \_\_\_\_\_

(printed name) John P. Little Jr

(signature) Howard Engel

(printed name) Howard Engel

(signature) \_\_\_\_\_  
Ramon Alvarez

(signature) Patricia Ann Alvarez  
Patricia Ann Alvarez

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14th day of JANUARY, 2003, by Clarence Taylor, Audrey A. Taylor, Ramon Alvarez, and Patricia Ann Alvarez, who are personally known to me or have produced Florida Drivers License as identification and who did take an oath.



Brian R. Murphy  
MY COMMISSION # DD172956 EXPIRES  
January 7, 2007  
BONDED TRUSTEES FARM INSURANCE, INC.

(Notary Seal)

(signature) \_\_\_\_\_  
Notary Public  
State of Florida  
My Commission Expires:

Clarence Taylor FL T 460-101-28-383-0  
Audrey Taylor FL T 460-008-32-702-0  
Ramon Alvarez FL A 416-720-60-005-0  
Patricia Ann Alvarez FL A 416-681-64-849-0  
4

## EXHIBIT A

A parcel of land lying in Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northeast corner of said Section 23; thence West along the North line of said Section 23, a distance of 100.00 feet to a point; thence S  $00^{\circ} 09' 46''$  W along a line parallel to the East line of said Section 23; a distance of 910.16 ft. to the Point of Beginning; thence continue S  $00^{\circ} 09' 46''$  W a distance of 4407.01 ft. to a point lying on the South line of said Section 23; thence N  $89^{\circ} 50' 14''$  W along the South line of said Section 23, a distance of 239.50 ft. to the Southwest corner of the East 1/2 of said Section 23; thence N  $00^{\circ} 01' 53''$  E along the West line of said East 1/2 a distance of 4391.47 ft. to a point of curve concave to the Southeast, having a central angle of  $89^{\circ} 58' 07''$  and a radius of 220 ft. thence Northeast along the arc of said curve a distance of 355.45 ft. to a point; thence East a distance of 674.89 ft. to a point of curve concave to the Northwest, having a central angle of  $14^{\circ} 28' 54''$  and a radius of 609 ft.; thence Northeast along the arc of said curve a distance of 157.65 ft. to a point; thence South a distance of 239.06 ft. to a point; thence East a distance of 473.75 ft. to a point of curve concave to the Northwest, having a central angle of  $89^{\circ} 50' 14''$  and a radius of 25 ft.; thence Northeast along the arc of said curve a distance of 39.20 ft. to a point; thence North a distance of 770 ft. to a point of curve concave to the Southwest having a central angle of  $90^{\circ} 09' 46''$ ; and a radius of 25 ft.; thence Northwest along the arc of said curve a distance of 39.34 ft. to a point; thence East a distance of 156 ft. to a point of curve concave to the Southeast, having a central angle of  $89^{\circ} 50' 14''$  and a radius of 25 ft.; thence Southwest along the arc of said curve a distance of 39.20 ft. to a point; thence South a distance of 1050 ft. to a point of curve concave to the Northeast, having a central angle of  $90^{\circ} 09' 46''$  and a radius of 25 ft.; thence Southeast along the arc of said curve a distance of 19.34 ft. to a point; thence East a distance of 374.93 ft. to a point; thence N  $00^{\circ} 09' 46''$  E, a distance of 193.71 ft. to a point of curve concave to the Northwest, having a central angle of  $45^{\circ}$  and a radius of 306.67 ft.; thence Northeast along the arc of said curve a distance of 240.39 ft. to a point of reverse curve concave to the Southeast, having a central angle of  $45^{\circ}$  and a radius of 205.07 ft.; thence Northeast along the arc of said curve a distance of 161.85 ft. to a point; thence S  $89^{\circ} 50' 14''$  E, a distance of 87.89 ft. to a point of curve concave to the Southwest, having a central angle of  $90^{\circ}$  and a radius of 50 ft.; thence Southeast along the arc of said curve a distance of 78.54 ft. to the Point of Beginning. Less the following described canal parcels (attached).

COPY

## CANAL 44

A parcel of land lying in the East half of Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida; more particularly described as follows:

From the Northwest corner of the Northeast Quarter of said Section 23; thence S 00° 01' 53" W along the North-South Quarter Section line of said Section 23 a distance of 3110.15 feet to the Point of Beginning of the hereinafter described parcel and a point of curve concave to the Northeast, having a radius of 49.97 feet, and a central angle of 90° 01' 53"; thence Southerly and Southeasterly along the arc of said curve a distance of 78.52 feet to a point; thence East a distance of 346.42 feet to a point of curve concave to the Northwest, having a radius of 100 feet and a central angle of 90°; thence Easterly and Northeasterly along the arc of said curve a distance of 157.08 feet to a point; thence North a distance of 512.87 feet to a point of curve concave to the Southeast, having a radius of 277.23 feet and a central angle of 39° 39' 42"; thence Northerly and Northeasterly along the arc of said curve a distance of 193.52 feet to a point of reverse curve concave to the Northwest, having a radius of 177.43 feet and a central angle of 39° 59' 42"; thence Northeasterly and Northerly along the arc of said curve a distance of 123.71 feet to a point; thence North a distance of 450 feet to a point; thence East a distance of 100 feet to a point; thence South a distance of 450 feet to a point of curve concave to the Northeast, having a radius of 72.77 feet, and a central angle of 122° 34' 21"; thence Southeasterly and Easterly along the arc of said curve a distance of 155.68 feet to a point; thence N 57° 25' 39" E a distance of 417.56 feet to a point of curve concave to the Northwest, having a radius of 100 feet and a central angle of 57° 25' 39"; thence Northeasterly and Northerly along the arc of said curve a distance of 82.28 feet to a point; thence North a distance of 294.90 feet to a point of curve concave to the Southwest, having a radius of 350 feet and a central angle of 75° 36' 45"; thence Northwestersly along the arc of said curve a distance of 461.89 feet to a point; thence N 75° 36' 45" W a distance of 278.53 feet to a point; thence N 14° 23' 15" E a distance of 100 feet to a point of curve concave to the Northeast, having a radius of 1756.74 feet and a central angle of 14° 23' 15"; thence Southeasterly and Easterly along the arc of said curve a distance of 441.13 feet to a point; thence East a distance of 402.68 feet to a point; thence South a distance of 100 feet to a point; thence West a distance of 115.54 feet to a point of curve concave to the Southwest, having a radius of 350 feet and a central angle of 16° 25' 44"; thence Southwesterly along the arc of said curve a distance of 100.36 feet to a point of curve concave to the Southeast, having a radius of 100 feet and a central angle of 99° 25' 10"; thence Southwesterly and Southerly along the arc of said curve a distance of 173.52 feet to a point of reverse curve concave to the Southwest, having a radius of 450 feet and a central angle of 25° 50' 54"; thence Southeasterly and Southerly along the arc of said curve a distance of 201.01 feet to a point; thence South a distance of 294.90 feet to a point of curve concave to the Northwest, having a radius of 200 feet and a central angle of 57° 25' 39"; thence Southerly and Southwesterly along the arc of said curve a distance of 200.46 feet to a point; thence S 57° 25' 39" W a distance of 658.11 feet to a point of curve concave to the Southeast, having a radius of 150.28 feet and a central angle of 57° 25' 39"; thence Southwesterly and Southerly along the arc of said curve a distance of 150.63 feet to a point; thence South a distance of 553.16 feet to a point of curve concave to the Northeast, having a radius of 270 feet and a central angle of 42° 40' 52"; thence Southerly and Southeasterly along the arc of said curve a distance of 201.13 feet to a point; thence S 42° 40' 52" E a distance of 593.48 feet to a point of curve concave to the Northwest, having a radius of 50 feet and a central angle of 120°; thence Southerly and Southwesterly along the arc of said curve a distance of 157.08 feet to a point; thence N 42° 40' 52" W a distance of 780.57 feet to a point of curve concave to the Southwest, having a radius of 120.25 feet and a central angle of 47° 19' 08"; thence Northwestersly and Westerly along the arc of said curve a distance of 147.21 feet to a point; thence West a distance of 281.16 feet to a point of curve concave to the Southeast, having a radius of 50.01 feet and a central angle of 89° 58' 07"; thence Southwesterly and Southerly along the arc of said curve a distance of 78.59 feet to a point; thence N 00° 01' 53" E a distance of 200 feet to the Point of Beginning.

## CANAL #5

A parcel of land lying in the East 1/2 of Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida; more particularly described as follows:

From the Northeast corner of said Section 23; thence S 00° 09' 46" W along the East line of said Section 23 a distance of 4103.55 feet to a point; thence West a distance of 100 feet to the Point of Beginning of the hereinafter described parcel; thence S 00° 09' 46" W a distance of 300 feet to a point of curve concave to the Southwest, having a radius of 134.70 feet and a central angle of 78° 09' 46"; thence Northwesterly and Westerly along the arc of said curve a distance of 211.04 feet to a point of tangent; thence N 78° 00' 00" W along said tangent a distance of 710.17 feet to a point of curve concave to the Southeast having a radius of 132.07 feet, and a central angle of 74° 15' 47"; thence Southwesterly along the arc of said curve a distance of 171.23 feet to a point; thence N 43° 04' 04" W a distance of 138.78 feet to a point lying on the arc of a curve concave to the Northwest, having a radius of 132.07 feet and a central angle of 98°; thence Northeasterly and Easterly along the arc of said curve a distance of 207.46 feet to a point of tangent; thence North along the said tangent a distance of 541.83 feet to a point of curve concave to the Southeast, having a radius of 2364.90 feet and a central angle of 19°; thence Northerly and Northeasterly along the arc of said curve a distance of 518.94 feet to a point; thence N 19° 00' 00" E a distance of 259.29 feet to a point of curve concave to the Northwest, having a radius of 885.25 feet and a central angle of 19°; thence Northeasterly and Easterly along the arc of said curve a distance of 253.97 feet to a point; thence North a distance of 298.79 feet to a point of curve concave to the Southeast, having a radius of 728 feet and a central angle of 32° 46' 44"; thence Northerly and Northeasterly along the arc of said curve a distance of 416.49 feet to a point; thence S 57° 13' 15" E a distance of 100 feet to a point lying on the arc of a curve concave to the Southeast, having a radius of 628 feet and a central angle of 32° 46' 44"; thence Southwesterly and Southerly along the arc of said curve a distance of 359.28 feet to a point; thence South 298.79 feet to a point of curve concave to the Northwest, having a radius of 985.25 feet and a central angle of 19°; thence Southerly and Southwesterly along the arc of said curve a distance of 326.70 feet to a point; thence S 19° 00' 00" W a distance of 254.29 feet to a point of curve concave to the Southeast, having a radius of 1464.90 feet and a central angle of 19°; thence Southwesterly and Southerly along the arc of said curve a distance of 485.78 feet to a point; thence South a distance of 541.83 feet to a point of curve concave to the Northeast, having a radius of 159.38 feet and a central angle of 78°; thence Southerly and Southeasterly along the arc of said curve a distance of 216.86 feet to a point; thence S 78° 00' 00" E a distance of 610.17 feet to a point of curve concave to the Northwest, having a radius of 71.73 feet and a central angle of 101° 59' 14"; thence Easterly and Northeasterly along the arc of said curve a distance of 126.40 feet to the Point of Beginning.

## CANAL #6

A parcel of land lying in the Southeast Quarter of Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida; more particularly described as follows:

From the Northwest corner of the Northeast Quarter of said Section 23; thence S  $00^{\circ} 01' 53''$  W along the North-South Quarter Section line of said Section 23 a distance of 4402.15 feet to the Point of Beginning of the hereinafter described parcel and a point of curve concave to the Northeast, having a radius of 50 feet and a central angle of  $90^{\circ} 01' 53''$ ; thence Southeasterly and Easterly along the arc of said curve a distance of 78.57 feet to a point of tangency; thence East along said tangent a distance of 454.50 feet to a point of curve concave to the Southwest, having a radius of 330 feet and a central angle of  $90^{\circ}$ ; thence Southeasterly and Southerly along the arc of said curve a distance of 518.37 feet to a point; thence South a distance of 250 feet to a point; thence West a distance of 100 feet to a point; thence North a distance of 250 feet to a point of curve concave to the Southwest, having a radius of 230 feet and a central angle of  $90^{\circ}$ ; thence Northwesterly and Westerly along the arc of said curve a distance of 361.28 feet to a point; thence West a distance of 454.61 feet to a point of curve concave to the Southeast, having a radius of 50 feet and a central angle of  $89^{\circ} 58' 07''$ ; thence Southwesterly and Southerly along the arc of said curve a distance of 78.51 feet to the Point of Beginning.

## CANAL #7

The East 100 feet, less the North 107.45 feet thereof, of the West 1/2 of Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida.



**Exhibit A (fifth page)**  
(Shenandoah Addition)

Commencing at the N.E. corner of Section 23, Township 42 S, Range 42 E, Palm Beach County, Florida; thence North  $90^{\circ}00'00''$  West along the North line of said Section 23 (said North line also being the North Right-of-Way line of Lake Park West Road as laid out and in use) a distance of 1106.00 feet; thence South  $00^{\circ}09'46''$  West parallel to the East line of said Section 23 a distance of 137.45 feet to the Point of Beginning of the herein described parcel, said point also being the intersection of the South Right-of-Way line of said Lake Park West Road and the West Right-of-Way line of said Kelso Drive; thence continue South  $00^{\circ}09'46''$  West along the said West Right-of-Way line a distance of 790.00 feet to a point that intersects the North Right-of-Way line of Citation Drive as laid out and in use; thence North  $90^{\circ}00'00''$  West along said North Right-of-Way line and parallel to the North line of said Section 23 a distance of 498.67 feet; thence North  $00^{\circ}00'00''$  East a distance of 790.00 feet to a point in the South Right-of-Way line of said Lake Park West Road; thence North  $90^{\circ}00'00''$  East along said South Right-of-Way line a distance of 500.92 feet to the Point of Beginning.

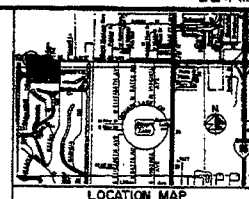
Not a Certified Copy

**Exhibit A (sixth page)**  
(Front Lot Addition)

Being all of that certain property located at SE Corner of Northlake Blvd. & Kelso Drive, Lake Park, FL 33403, County of Palm Beach, and being more particularly described as follows:

A parcel of land lying in Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida; said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of said Section 23, (said corner being in the northerly right of way line of West Lake Park Road as now laid out and in use); thence north  $88^{\circ}30'27''$  West, along the North line of said Section 23 and along the North right of way line of said West Lake Park Road, a distance of 780.00 feet; thence South  $01^{\circ}39'10''$  West, parallel with the East line of said Section 23, a distance of 137.45 feet to a point on the southerly right of way line of West Lake Park Road as recorded in O.R. book 5297, Page 1554, Public Records of Palm Beach County, Florida and the Point of Beginning; thence continue South  $01^{\circ}39'10''$  West, along said parallel line, a distance of 357.00 feet; thence North  $88^{\circ}30'27''$  West, parallel with the north line of said Section 23, a distance of 220.00 feet to a point on the East right of way line of Kelso Drive, as recorded in O.R. Book 1800, Page 393, public Records of Palm Beach County, Florida; thence North  $01^{\circ}39'10''$  East, parallel with the East line of said Section 23 and along the East right of way line of said Kelso Drive, a distance of 357.00 feet to a point on the South right of way line of said West Lake Park Road; thence South  $88^{\circ}30'27''$  East, parallel with the North line of said Section 23 and along said South right of way line of West Lake Park Road, a distance of 220.00 feet to the Point of Beginning.



COUNTY OF PALM BEACH  
STATE OF FLORIDA  
This Petition filed for record on 11-04-06  
and day of MAY  
27 and date recorded by the Clerk of  
the Court 115-166  
JAMES J. JAMES, Clerk of the Court  
James J. James

[illegible]

1. The limited income statements on which are dedicated to the benefit of County Commissioners of Palm Beach County, Florida, for the purposes of control and jurisdiction over income taxes.
2. The street and bridge commissions on which are hereby dedicated to the benefit of County Commissioners of Palm Beach County, Florida, for the purposes of control and jurisdiction over income taxes, except those in Palm Beach County.
3. The utility commissions on which are hereby dedicated to the purposes for the construction and maintenance of utilities.
- BY MY HAND AND SEAL, the above named state created these documents to be signed.

872	<u>Ernest J. Diller</u> Wanda J. Diller, Jr.	<u>Katherine J. Diller</u> Katherine J. Diller
873	<u>William J. Diller</u> William J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
874	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
875	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
876	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
877	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
878	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
879	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
880	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
881	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
882	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
883	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
884	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
885	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
886	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
887	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
888	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
889	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
890	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
891	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
892	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
893	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
894	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
895	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
896	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
897	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
898	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
899	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller
900	<u>Ernest J. Diller</u> Wanda J. Diller	<u>Ernie J. Diller</u> Wanda J. Diller

1. Personnel of the "Khatanga" must be at least 18 years of age and must be of legal age.
2. Personnel must be of legal age and must be of legal age.
3. Personnel must be of legal age and must be of legal age.
4. Personnel must be of legal age and must be of legal age.
5. Personnel must be of legal age and must be of legal age.
6. Personnel must be of legal age and must be of legal age.
7. Personnel must be of legal age and must be of legal age.
8. Personnel must be of legal age and must be of legal age.
9. Personnel must be of legal age and must be of legal age.
10. Personnel must be of legal age and must be of legal age.

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
This plan is hereby approved for this 23 day of April, 1997  
by Paul B. Bickel

This plan is hereby approved for stated title 22 by or agent  
 Wt. 7/14/42

ATTN: John B. Smith, Clerk  
Circuit Court  
By: Elizabeth R. Smith  
County Clerk

Declaration of Restrictive Language for this and any so classified is DECLARATION OF RESTRICTIVE LANGUAGE HAS-CLASSIFIED CASE SUBDIVISION, dated November 1, 1964 as reported in U.S. News 1964, Page 1175-222 and classified in U.S. News 1964, Page 1227, Points Reports of South Atlantic Coast, South.

[illegible]

THIS DOCUMENT WAS PREPARED BY :  
 WHEAT & ASSOCIATES, INC.  
 CONSULTING ENGINEERS - PLANNERS - DESIGNERS

**WEINER & ASSOCIATES, INC.**  
Consulting Engineers  
1100 N. Campbell Avenue, Suite 200  
West Palm Beach, Florida 33411



**ARTICLES OF INCORPORATION**

**OF**

**HORSESHOE ACRES CLUB, INC.**

(A Corporation Not For Profit)

We, the undersigned, have associated ourselves together, and do hereby associate ourselves together, for the purpose of becoming incorporated under the laws of the State of Florida as a corporation not for profit, pursuant to the following Articles of Incorporation.

**I. NAME**

The name of this Corporation shall be HORSESHOE ACRES CLUB, INC. Its principal office shall be at 1001 Park Avenue, Lake Park, County of Palm Beach, State of Florida.

**II. PURPOSES**

The general nature of the objects and purposes of the Corporation shall be as follows:

(a) The primary purpose of the Corporation is the establishing, maintaining, supervising and expanding of a Club organized to promote and further the common interests of property owners in the Horseshoe Acres Subdivision, a non-recorded subdivision, as created by and defined in that certain "Declaration of Restrictive Covenants", filed for record in Palm Beach County, Florida, on December 1, 1970, at Book 1856, Page 1176.

(b) The Corporation may administer, supervise, maintain and improve certain property which shall belong to the Corporation. Such property presently consists of certain roadways within the Subdivision, a parcel of land comprising approximately three acres of land, to be used for clubhouse or recreation facilities, as the Club may hereafter determine, and certain drainage easements leading from certain roadways to drainage canals, which easements traverse certain of the lots.

(c) The Corporation shall be empowered, and is hereby expressly authorized, to levy uniform assessments against all lots in, the Subdivision.

(d) The Corporation shall be empowered to acquire, rent, lease, let, hold, own, buy, convey, mortgage, bond, sell or assign property, real, personal or mixed, as the purposes of this Corporation, whether expressed or implied, shall require; to

associate itself with other persons, corporate or natural, for the purpose of becoming a member of, and in otherwise associating itself with, other corporations or associations, of a similar or like nature; and to do and perform all such other acts and things, including those generally allowed by the laws of the State of Florida, relative to corporations not for profit, as now existing, or as the law may henceforth provide, as from time to time may be necessary or expedient in the exercise of any or all of its corporate functions, powers and rights.

### **III. QUALIFICATION OF MEMBER**

The members of this Corporation shall be fee title owners of lots in Horseshoe Acres Subdivision. Such membership shall be simultaneous with the acquisition, by Deed, of any lot or lots in the Subdivision.

### **IV. TERM OF EXISTENCE**

This Corporation shall have perpetual existence.

### **V. SUBSCRIBERS**

The names and residences of the subscribers and incorporators are as follows:

<u>Name</u>	<u>Residence</u>
Clair G. Andersen	1001 Park Avenue, Lake Park, Florida
W.L. Cargill	1001 Park Avenue, Lake Park, Florida
Leigh E. Dunston	1001 Park Avenue, Lake Park, Florida

### **VI. MANAGEMENT OF CORPORATION**

The affairs and business of this Corporation shall be conducted and managed by the Board of Directors of the Corporation, all of whom will be elected annually by the members of the Corporation. The Board shall appoint the officers of the Corporation in accordance with the provisions of the By-laws of the Club.

### **VII. OFFICERS**

The names of the officers who are to serve until the first election are:

Leigh E. Dunston	President
W.L. Cargill	Vice President
Ella H. Peterson	Secretary
Boyd D. Underwood	Treasurer

### **VIII. DIRECTORS**

The Board of Directors of the Corporation will consist of

the President, Vice President and Treasurer. The first Board of Directors and their respective addresses are as follows:

<u>Name</u>	<u>Address</u>
Leigh E. Dunston	1001 Park Avenue, Lake Park, Florida
W.L. Cargill	1001 Park Avenue, Lake Park, Florida
Boyd D. Underwood	1001 Park Avenue, Lake Park, Florida

#### **IX. INDEMNIFICATION AGAINST LIABILITY**

The Corporation shall indemnify and hold harmless each person who shall serve at any time hereafter as a director or officer of the Corporation from and against any and all claims and liabilities to which such person shall become subject by reason of his having heretofore or hereafter been a director or officer of the Corporation, or by reason of any action alleged to have been heretofore or hereafter taken or omitted by him as such director or officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by him in connection with any such claim or liability; provided, however, that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of his own gross negligence or wilful misconduct.

#### **X. BY-LAWS**

The By-laws of the Corporation may be made by the Board of Directors and may be amended, altered or rescinded by a majority of the Board of Directors at any regular or special meeting called for that purpose. The By-Laws may also be amended, altered or rescinded in accordance with Article IX of the By-Laws. Such By-Laws shall not take precedence over, and shall be subordinate to, a "Declaration of Restrictive Covenants" which all lot owners are subject to.

#### **XI. AMENDMENTS**

Amendments to the Articles of Incorporation shall be adopted by a majority vote of the Board of Directors at any regular or special meeting called for that purpose, and proposed by the Board of Directors to the membership. A majority vote of all members present and entitled to vote at a duly constituted meeting of the membership called for that purpose shall be necessary to amend the Articles of Incorporation.

#### **XII. SUBORDINATION**

These Articles, and all amendments hereto, are subject and subordinate to the provisions of the "Declaration of Restrictive Covenants" hereinbefore mentioned, which "Declaration" is incorporated herein by this reference.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, acknowledged and filed the foregoing Articles of Incorporation under the laws of the State of

Florida, this 1st day of December, 1970.

/s/ Claire G. Andersen (SEAL)

/s/ W.L. Cargill (SEAL)

/s/ Leigh E. Dunston (SEAL)

STATE OF FLORIDA )

)

COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this 1st day of December, 1970, before me the undersigned authority, personally appeared CLAIR G. ANDERSEN, W.L. CARGILL, and LEIGH E. DUNSTON, who are well known to me and known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution of said instrument for the uses and purposes therein stated, and that they were natural persons competent to contract.

/s/ Ellen B. Blakely

Notary Public, State of Florida at Large  
My commission expires: 7/16/72



**BY-LAWS**  
**OF**  
**HORSESHOE ACRES CLUB, INC.**

**ARTICLE I.      IDENTITY**

These are the By-laws of HORSESHOE ACRES CLUB, INC., a not for profit corporation incorporated under the laws of the State of Florida. In these By-laws, wherever the term "Club" is used, it shall mean the Corporation.

1.    Office. The office of the Club shall be at 1001 Park Avenue, Lake Park, Florida, or at such other place as the Board of Directors may from time to time designate.

2.    Fiscal Year. The fiscal year of the Club shall be the calendar year.

3.    Seal. The corporate seal of the Club shall have the name of the Corporation and the words "Corporation not for profit", and may be facsimile, engraved, printed, or an impression seal.

**ARTICLE II.     MEMBERS**

1.    Annual Meetings. The Annual Members meeting shall be held at the office of the Club at 8:00 o'clock P.M., Eastern Standard Time, on the third (3rd) Friday in January of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members, provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Friday.

2.    Special Meetings. Special members meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from one-half of the entire membership.

3.    Notice and Waiver. Notice of all members meetings, stating the time and place and the objects for which the meeting is called, shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Club and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

4. Quorum. A quorum at members meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

5. Adjournment of Meetings. If any meeting of members cannot be organized because of the absence of a quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

6. Voting. The vote of the owners of a lot owned by more than one person or by a corporation or other entity shall be cast by the person named in the certificate signed by all of the owners of the lot and filed with the Secretary of the Club. Such certificate shall be valid until revoked by a subsequent certificate and shall entitle the person named therein to one vote. In the absence of such certificate on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

7. Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein, and must be filed with the Secretary before the appointed time of the meeting.

8. Resolutions. Unless otherwise provided, the adoption of a resolution shall require the vote of fifty-one percent (51%) of the entire membership of the Club.

9. Approval or Disapproval. Approval or disapproval of a lot owner upon any matter, whether or not the subject of a Club meeting, shall be by the same person who would cast the vote of such owner if in a Club meeting.

10. Order of Business at Meetings. The order of business at annual members meetings and, so far as practical, at all other members meetings, shall be as follows:

- (a) Election of Chairman of the meeting.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers
- (f) Reports or committees.
- (g) Election of inspectors of election.
- (h) Election of directors.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment

### ARTICLE III. DIRECTORS

1. Board of Directors. The Board of Directors shall consist of not fewer than three (3) nor more than five (5) persons one (1) of whom shall automatically be the President of Horseshoe Acres Club, Inc.

2. Election of Directors. Election of directors shall be conducted in the following manner:

(a) Members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of members of the Club.

(b) Vacancies in the Board of Directors may be filled by vote of the remaining Directors. Such term shall run until the next annual meeting.

(c) Anything to the contrary herein contained notwithstanding, The Lake Park Corporation (Developer/Declarant), shall have the right to elect the Board of Directors so long as it has any lots remaining unsold in the Subdivision.

3. Term. The term of each director's service shall extend until the next annual meeting of members and thereafter until his successor is duly elected and qualified or until he is otherwise removed.

4. Organization Meetings. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary, providing a quorum shall be present.

5. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting, unless such notice is waived.

6. Special Meetings. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third of the vote of the Board. Not less than three (3) days notice of the meeting shall be given, personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, unless such notice is waived.

7. Waiver of Notice. Any director may waive notice of a meeting, regular or special, before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

8. Quorum. A quorum at Board of Directors meetings shall consist or the directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting any business which might have been transacted at the meeting as originals called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

9. Presiding Officer. The presiding officer of Board of Directors meetings shall be the Chairman of the Board if such an officer has been elected, and if none, then the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

10. Directors Fees. Directors fees, if any, shall be determined by the members.

#### **ARTICLE IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

All of the powers and duties of the Club shall be exercised by the Board of Directors, including those existing under the common law and statutes and the statutes and documents establishing the Club. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Declaration of Restrictive Covenants which governs the use of the land in Horseshoe Acres Subdivision, and shall include, but shall not be limited to, the following:

1. To make and collect assessments against members to defray the costs of the Club.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, repair, replacement and operation of the Club property.
4. The reconstruction of improvements after casualty and further improvement of the property.
5. To make and amend regulations respecting the use of the property in the Club.
6. To approve or disapprove proposed purchasers, lessees and mortgagees of lots in the Subdivision, based solely on financial and/or moral criteria.

7. To enforce by legal means the provisions of the Declaration of Restrictive Covenants documents, the By-laws of the Club, and the regulations for the use of the property in the Club.

8. To contract for management of the Club and to delegate to such party all powers and duties of the Club except such as are specifically required by the Declaration of Restrictive Covenants or the Articles of Incorporation of the Club to have approval of the Board of Directors or the membership of the Club.

9. To pay taxes and assessments which are liens against any part of the Club, other than individual lots and the appurtenances thereto, and to assess the same against the Club members.

10. To carry insurance on the common property for the protection of lot owners and the Club against casualty and liabilities.

11. To pay the cost of all power, water, sewer and other utility services rendered to the Club and not billed to owners of individual lots.

12. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Club.

#### **ARTICLE V.           ARCHITECTURAL CONTROL COMMITTEE**

1. Appointment of Committee. As noted in the Declaration of Restrictive Covenants, the Architectural Control Committee shall be composed of three (3) members, to be appointed by The Lake Park Corporation.

2. Approval of Improvements. All improvements constructed or placed on any lot must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it.

3. Rules and Regulations. The Committee shall, from time to time, adopt written rules and regulations of general application governing its procedures and the use of land in the Subdivision.

4. Variances and Adjustments. The Committee may grant reasonable variances or adjustments where literal application thereof results in unnecessary hardship and the granting thereof will not be materially detrimental to owners of other lots.

## ARTICLE VI. OFFICERS

1. The officers of the Club shall be a President, a Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Treasurer.
2. The President shall be the chief executive officer of the Club. He shall have all of the powers and duties which are usually vested in the office of president of a club, including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Club.
3. The Vice President shall in the absence or the disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors or assigned to him by the President.
4. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Club, and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Club, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of a club and as may be required by the directors and the president.
5. The Treasurer shall have custody of all personal property, monies and choses in action of the Club, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Club in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.
6. The compensation of all officers and employees of the Club shall be fixed by the directors. This provision shall not preclude the Board of Directors from employing a director as an employee of the Club nor preclude the contracting with a director for the management of the Club.

## **ARTICLE VII. FISCAL MANAGEMENT**

The provisions for fiscal management of the Club set forth in the Declaration of Restrictive Covenants shall be supplemented by the following provisions:

1. **Assessment Rolls.** The assessment rolls shall be maintained in two sets of accounting books. One shall be for the road maintenance budget and assessments, and the other shall be for all other budgets and assessments. In each set of books, an account shall be stated for each lot. Such accounts shall designate the name and address of the owner or owners, the amount of each assessment against the owner or owners, the dates and amounts in which the assessments come due, the amounts paid upon the accounts and the balance due upon assessments.

2. **Budget.**

(a) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Club, as they may be from time to time.

(b) Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

3. **Date of Delinquency.** All assessments shall be delinquent if not paid within thirty (30) days from the due date.

4. **Depository.** The depository of the Club shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Club shall be deposited. Withdrawal of such monies from such accounts shall be only by checks signed by such person or persons as are authorized by the directors.

5. **Audit.** An audit of the accounts of the Club shall be made annually, and a copy of the report shall be furnished to each member not later than June 1 of the year following the year for which the report is made.

6. **Bonding.** Fidelity bonds shall be required by the Board of Directors from the Treasurer, and may be required from all officers and employees of the Club and from any contractor handling or responsible for Club funds. The amount of such bonds shall be determined by the directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Club.

#### **ARTICLE VIII. PARLIAMENTARY RULES**

Robert's Rules of Order (latest edition) shall govern the conduct of Club proceedings when not in conflict with the By-laws of the Club or with the statutes of the State of Florida.

#### **ARTICLE IX. AMENDMENTS**

Amendments to the By-laws may be proposed and adopted in the following manner:

1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.
2. Approval or Disapproval. A resolution adopting a proposed amendment must receive approval of two-thirds of the votes of the entire membership of the Board of Directors and seventy-five percent (75%) of the entire voting membership of the Club. Directors and members not present at the meetings considering the amendment, may express their approval or disapproval in writing to the Secretary.
3. Initiation. An amendment may be proposed by either the Board of Directors or by the membership of the Club, and after being proposed and approved by one of such bodies it must be approved or disapproved by the other.
4. Effective Date. An amendment, when adopted, shall become effective only after being recorded in the Public Records of Palm Beach County, Florida.
5. Consistency. These By-laws and any amendments hereto shall comply with the provisions of the Declaration of Restrictive Covenants, to which they are subordinate.

#### **ARTICLE X. TERMINATION**

In the event of the termination of this Club for any reason whatsoever, the Club shall, immediately prior to its termination, cause its appropriate officers to deed to each of its members an undivided interest in that part of the common property, as defined in the Declaration of Restrictive Covenants, occupied by roadways, as shown on the Plot Plan.



The foregoing were adopted as the By-laws of  
HORSESHOE ACRES CLUB, INC., a corporation not for profit under  
the laws of the State of Florida, at the first meeting of the  
Board of Directors on December 14, 1970.

/s/ Ella H. Peterson

Secretary

APPROVED:

/s/ Leigh E. Dunston

President

# **EXHIBIT "B"**

A parcel of land lying in Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northeast corner of said Section 23; thence West along the North line of said Section 23, a distance of 100.00 feet to a point; thence S 00° 09' 46" W. along a line parallel to the East line of said Section 23; a distance of 910.16 ft. to the Point of Beginning; thence continue S 00° 09' 46" W a distance of 4407.01 ft. to a point lying on the South line of said Section 23; thence N 89° 50' 14" W along the South line of said Section 23, a distance of 239.50 ft. to the Southwest corner of the East 1/2 of said Section 23; thence N 00° 01' 53" E along the West line of said East 1/2 a distance of 4381.47 ft. to a point of curve concave to the Southeast, having a central angle of 89° 58' 07" and a radius of 220 ft. thence Northeasterly along the arc of said curve a distance of 355.45 ft. to a point; thence East a distance of 674.89 ft. to a point of curve concave to the Northwest, having a central angle of 14° 28' 54" and a radius of 600 ft.; thence Northeasterly along the arc of said curve a distance of 152.65 ft. to a point; thence South a distance of 239.06 ft. to a point; thence East a distance of 473.75 ft. to a point of curve concave to the Northwest, having a central angle of 89° 50' 14" and a radius of 25 ft.; thence Northeasterly along the arc of said curve a distance of 39.20 ft. to a point; thence North a distance of 770 ft. to a point of curve concave to the Southwest, having a central angle of 90° 09' 46"; and a radius of 25 ft.; thence Northwesterly along the arc of said curve a distance of 39.34 ft. to a point; thence East a distance of 156 ft. to a point of curve concave to the Southeast, having a central angle of 89° 50' 14" and a radius of 25 ft.; thence Southwesterly along the arc of said curve a distance of 39.20 ft. to a point; thence South a distance of 1050 ft. to a point of curve concave to the Northeast, having a central angle of 90° 09' 46" and a radius of 25 ft.; thence Southeasterly along the arc of said curve a distance of 39.34 ft. to a point; thence East a distance of 374.93 ft. to a point; thence N 00° 09' 46" E, a distance of 193.71 ft. to a point of curve concave to the Northwest, having a central angle of 45° and a radius of 305.87 ft.; thence Northeasterly along the arc of said curve a distance of 240.39 ft. to a point of reverse curve concave to the Southeast, having a central angle of 45° and a radius of 205.07 ft.; thence Northeasterly along the arc of said curve a distance of 161.85 ft. to a point; thence S 89° 50' 14" E, a distance of 87.89 ft. to a point of curve concave to the Southwest, having a central angle of 90° and a radius of 50 ft.; thence Southeasterly along the arc of said curve a distance of 78.54 ft. to the Point of Beginning. Less the following detached canal parcels (attached).

COPY

# CANAL #4

A parcel of land lying in the East half of Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida; more particularly described as follows:

From the Northwest corner of the Northeast Quarter of said Section 23; thence 6 00° 01' 53" W along the North-South quarter Section line of said Section 23 a distance of 3110.15 feet to the Point of Beginning of the hereinafter described parcel and a point of curve concave to the Northeast, having a radius of 49.97 feet, and a central angle of 90° 01' 53"; thence Southerly and Southeasterly along the arc of said curve a distance of 78.52 feet to a point; thence East a distance of 346.42 feet to a point of curve concave to the Northwest, having a radius of 100 feet and a central angle of 90°; thence Easterly and Northeasterly along the arc of said curve a distance of 157.08 feet to a point; thence North a distance of 512.87 feet to a point of curve concave to the Southeast, having a radius of 277.23 feet and a central angle of 34° 59' 42"; thence Northerly and Northeasterly along the arc of said curve a distance of 193.52 feet to a point of reverse curve concave to the Northwest, having a radius of 177.43 feet and a central angle of 39° 59' 42"; thence Northeasterly and Northerly along the arc of said curve a distance of 123.71 feet to a point; thence North a distance of 450 feet to a point; thence East a distance of 100 feet to a point; thence South a distance of 450 feet to a point of curve concave to the Northeast, having a radius of 72.77 feet, and a central angle of 122° 34' 21"; thence Southeasterly and Easterly along the arc of said curve a distance of 155.68 feet to a point; thence N 57° 25' 39" E a distance of 417.56 feet to a point of curve concave to the Northwest, having a radius of 100 feet and a central angle of 57° 25' 39"; thence Northeasterly and Northerly along the arc of said curve a distance of 82.28 feet to a point; thence North a distance of 294.90 feet to a point of curve concave to the Southwest, having a radius of 350 feet and a central angle of 75° 36' 45"; thence Northwesterly along the arc of said curve a distance of 461.89 feet to a point; thence N 75° 36' 45" W a distance of 278.53 feet to a point; thence N 14° 23' 15" E a distance of 100 feet to a point of curve concave to the Northeast, having a radius of 1756.74 feet and a central angle of 14° 23' 15"; thence Southeasterly and Easterly along the arc of said curve a distance of 441.13 feet to a point; thence East a distance of 402.68 feet to a point; thence South a distance of 100 feet to a point; thence West a distance of 115.54 feet to a point of curve concave to the Southwest, having a radius of 350 feet and a central angle of 16° 25' 44"; thence Southwesterly along the arc of said curve a distance of 100.36 feet to a point of curve concave to the Southeast, having a radius of 100 feet and a central angle of 99° 25' 10"; thence Southwesterly and Southerly along the arc of said curve a distance of 173.52 feet to a point of reverse curve concave to the Southwest, having a radius of 450 feet and a central angle of 23° 30' 54"; thence Southeasterly and Southerly along the arc of said curve a distance of 201.01 feet to a point; thence South a distance of 294.90 feet to a point of curve concave to the Northwest, having a radius of 200 feet and a central angle of 57° 25' 39"; thence Southerly and Southwesterly along the arc of said curve a distance of 200.46 feet to a point; thence S 57° 25' 39" W a distance of 658.11 feet to a point of curve concave to the Southeast, having a radius of 150.28 feet and a central angle of 57° 25' 39"; thence Southeasterly and Southerly along the arc of said curve a distance of 150.63 feet to a point; thence South a distance of 553.16 feet to a point of curve concave to the Northeast, having a radius of 270 feet and a central angle of 42° 40' 52"; thence Southerly and Southeasterly along the arc of said curve a distance of 201.13 feet to a point; thence S 42° 40' 52" E a distance of 593.48 feet to a point of curve concave to the Northwest, having a radius of 50 feet and a central angle of 180°; thence Southerly and Southwesterly along the arc of said curve a distance of 157.08 feet to a point; thence N 42° 40' 52" W a distance of 783.57 feet to a point of curve concave to the Southwest, having a radius of 128.25 feet and a central angle of 47° 19' 08"; thence Northwesterly and Westerly along the arc of said curve a distance of 147.21 feet to a point; thence West a distance of 281.16 feet to a point of curve concave to the Southeast, having a radius of 50.03 feet and a central angle of 89° 58' 07"; thence Southwesterly and Southerly along the arc of said curve a distance of 78.59 feet to a point; thence N 00° 01' 53" E a distance of 200 feet to the Point of Beginning.

A parcel of land lying in the East 1/2 of Section 23, Township 42 South, Range 42 East, Palis Beach County, Florida; more particularly described as follows:

From the Northeast corner of said Section 23; thence S 00° 09' 46" W along the East line of said Section 23 a distance of 4103.55 feet to a point; thence West a distance of 100 feet to the Point of Beginning of the hereinafter described parcel; thence S 00° 09' 46" W a distance of 300 feet to a point of curve concave to the Southwest, having a radius of 134.70 feet and a central angle of 78° 00' 46"; thence Northwesterly and Westerly along the arc of said curve a distance of 211.04 feet to a point of tangent; thence N 78° 00' 00" W along said tangent a distance of 710.17 feet to a point of curve concave to the Southeast having a radius of 132.07 feet, and a central angle of 74° 15' 47"; thence Southwesterly along the arc of said curve a distance of 171.13 feet to a point; thence N 27° 04' W a distance of 138.78 feet to a point lying on the arc of a curve concave to the Northwest, having a radius of 132.07 feet and a central angle of 90°; thence Northeasterly and Easterly along the arc of said curve a distance of 207.46 feet to a point of tangent; thence North along the said tangent a distance of 541.83 feet to a point of curve concave to the Southeast, having a radius of 864.90 feet and a central angle of 19°; thence Northerly and Northeasterly along the arc of said curve a distance of 518.94 feet to a point; thence N 19° 00' 00" E a distance of 259.29 feet to a point of curve concave to the Northwest, having a radius of 885.25 feet and a central angle of 19°; thence Northeasterly and Easterly along the arc of said curve a distance of 253.97 feet to a point; thence North a distance of 298.79 feet to a point of curve concave to the Southwest, having a radius of 728 feet and a central angle of 32° 46' 44"; thence Northerly and Northeasterly along the arc of said curve a distance of 416.49 feet to a point; thence S 57° 13' 15" E a distance of 100 feet to a point lying on the arc of a curve concave to the Southeast, having a radius of 628 feet and a central angle of 32° 46' 44"; thence Southwesterly and Southerly along the arc of said curve a distance of 359.28 feet to a point; thence South 298.79 feet to a point of curve concave to the Northwest, having a radius of 985.25 feet and a central angle of 19°; thence Southerly and Southwesterly along the arc of said curve a distance of 326.70 feet to a point; thence S 19° 00' 00" W a distance of 254.29 feet to a point of curve concave to the Southwest, having a radius of 1464.90 feet and a central angle of 19°; thence Southwesterly and Southerly along the arc of said curve a distance of 485.78 feet to a point; thence South a distance of 541.83 feet to a point of curve concave to the Northeast, having a radius of 159.38 feet and a central angle of 78°; thence Southerly and Southeastern along the arc of said curve a distance of 216.86 feet to a point; thence S 78° 00' 00" E a distance of 510.17 feet to a point of curve concave to the Northwest, having a radius of 1100 feet and a central angle of 101° 50' 14"; thence Easterly and Northeasterly along the arc of said curve a distance of 126.40 feet to the Point of Beginning.

CANAL 16.

A parcel of land lying in the Southeast Quarter of Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida; more particularly described as follows:

From the Northwest corner of the Northeast Quarter of said Section 23; thence S  $00^{\circ} 01' 53''$  W along the North-South Quarter Section line of said Section 23 a distance of 4402.15 feet to the Point of Beginning of the hereinafter described parcel and a point of curve concave to the Northeast, having a radius of 50 feet and a central angle of  $90^{\circ} 01' 53''$ ; thence Southeasterly along the arc of said curve a distance of 78.57 feet to a point of tangency; thence East along said tangent a distance of 454.50 feet to a point of curve concave to the Southwest, having a radius of 330 feet and a central angle of  $90^{\circ}$ ; thence Southeasterly and Southerly along the arc of said curve a distance of 518.37 feet to a point; thence South a distance of 250 feet to a point; thence West a distance of 100 feet to a point; thence North a distance of 250 feet to a point of curve concave to the Southwest, having a radius of 230 feet and a central angle of  $90^{\circ}$ ; thence Northwesterly and Westerly along the arc of said curve a distance of 361.23 feet to a point; thence West a distance of 454.61 feet to a point of curve concave to the Southeast, having a radius of 50 feet and a central angle of  $89^{\circ} 58' 07''$ ; thence Southwesterly and Southerly along the arc of said curve a distance of 78.51 feet to the Point of Beginning.

CANAL 17.

The East 100 feet, less the North 107.45 feet thereof, of the West 1/2 of Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida.

(Shenandoah Addition)

Commencing at the N.E. corner of Section 23, Township 42 S, Range 42 E, Palm Beach County, Florida, thence North  $90^{\circ}00'00''$  West along the North line of said Section 23 (said North line also being the North Right-of-Way line of Lake Park West Road as laid out and in use) a distance of 1166.00 feet; thence South  $00^{\circ}09'46''$  West parallel to the East line of said Section 23 a distance of 137.45 feet to the Point of Beginning of the herein described parcel, said point also being the intersection of the South Right-of-Way line of said Lake Park West Road and the West Right-of-Way line of said Kelso Drive; thence continue South  $00^{\circ}09'46''$  West along the said West Right-of-Way line a distance of 790.00 feet to a point that intersects the North Right-of-Way line of Citation Drive as laid out and in use; thence North  $90^{\circ}00'00''$  West along said North Right-of-Way line and parallel to the North line of said Section 23 a distance of 498.67 feet; thence North  $00^{\circ}00'00''$  East a distance of 790.00 feet to a point in the South Right-of-Way line of said Lake Park West Road; thence North  $90^{\circ}00'00''$  East along said South Right-of-Way line a distance of 500.92 feet to the Point of Beginning.

Not a Certified Copy

(Front Lot Addition)

Being all of that certain property located at SE Corner of Northlake Blvd. & Kelso Drive, Lake Park, FL 33403, County of Palm Beach, and being more particularly described as follows:

A parcel of land lying in Section 23, Township 42 South, Range 42 East, Palm Beach County, Florida; said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of said Section 23, (said corner being in the northerly right of way line of West Lake Park Road as now laid out and in use); thence north  $88^{\circ}30'27''$  West, along the North line of said Section 23 and along the North right of way line of said West Lake Park Road, a distance of 780.00 feet; thence South  $01^{\circ}39'10''$  West, parallel with the East line of said Section 23, a distance of 137.45 feet to a point on the southerly right of way line of West Lake Park Road as recorded in O.R. book 5297, Page 1554, Public Records of Palm Beach County, Florida and the Point of Beginning; thence continue South  $01^{\circ}39'10''$  West, along said parallel line, a distance of 357.00 feet; thence North  $88^{\circ}30'27''$  West, parallel with the north line of said Section 23, a distance of 220.00 feet to a point on the East right of way line of Kelso Drive, as recorded in O.R. Book 1800, Page 393, public Records of Palm Beach County, Florida; thence South  $01^{\circ}39'10''$  East, parallel with the East line of said Section 23 and along the East right of way line of said Kelso Drive, a distance of 357.00 feet to a point on the South right of way line of said West Lake Park Road; thence South  $88^{\circ}30'27''$  East, parallel with the North line of said Section 23 and along said South right of way line of West Lake Park Road, a distance of 220.00 feet to the Point of Beginning.