

RECORD AND RETURN TO:  
THIS INSTRUMENT PREPARED BY:

Eric A. Simon, Esquire  
2825 University Drive, Suite 300  
Coral Springs, Florida 33065

TRI COUNTY - WILL CALL

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
THOROUGHbred LAKES

The undersigned, being the "DECLARANT" pursuant to the Declaration of Covenants and Restrictions of Thoroughbred Lakes (the "DECLARATION"), recorded in Official Records Book 13513, Page 1612, of the Public Records of Palm Beach County, Florida, hereby amends the DECLARATION as follows:

1. Paragraph 6.1.2 of the DECLARATION is hereby amended to read as follows:

6.1.2 Landscaping. The ASSOCIATION shall be responsible for the maintenance and care of all landscaping throughout the SUBJECT PROPERTY, and in the unpaved portion of contiguous road right-of-ways. The ASSOCIATION shall plant, remove and/or replace sod, plants, flowers, shrubbery and trees when in the sole discretion of the ASSOCIATION same is appropriate and in the best interest of the SUBJECT PROPERTY. The ASSOCIATION's responsibility shall include mowing, trimming, pruning, edging, fertilizing, weed control, and landscape related insect and disease control, as determined by the ASSOCIATION in its sole discretion. If any landscaping requires replacement for any reason, the nature and extent of such replacement shall be determined in the sole discretion of the ASSOCIATION, and the ASSOCIATION will not be required to install the same kind, size, quality, quantity, or maturity of landscaping as previously existed. Notwithstanding the foregoing, the following shall apply with respect to the landscaping on the LOTS:

6.1.2.1 No OWNER shall have the right to require the ASSOCIATION to perform landscape maintenance, including but not limited to fertilizing, weed control, and landscape related insect and disease control, at a higher level than determined by the ASSOCIATION in its sole discretion. If any OWNER desires the landscaping on his LOT to be maintained at a higher level than determined by the ASSOCIATION, the OWNER may do so at the OWNER's expense.

6.1.2.2 The ASSOCIATION shall not be responsible for the removal and/or replacement of landscaping on the LOTS. Each OWNER shall be required at the OWNER's expense to remove and replace any landscaping on the OWNER's LOT that dies or becomes

diseased or needs to be replaced for any reason. In no event will the ASSOCIATION be liable to the OWNER for the cost of such removal and/or replacement, regardless of whether same is required due to the negligence or failure of the ASSOCIATION for any reason to properly maintain, irrigate or fertilize same, or to properly treat same for disease, fungus or insects. The ASSOCIATION shall have the right in its sole discretion to require any landscaping to be removed and/or replaced by any OWNER, and to approve and/or designate the kind, size, quality, quantity, and maturity of new landscaping to be installed. If any OWNER fails or refuses to remove and/or replace such landscaping as required by the ASSOCIATION for any reason, the ASSOCIATION shall have the right to do and the OWNER shall pay the cost of such removal and replacement.

6.1.2.3 If any OWNER installs landscaping on the OWNER's LOT which is materially more expensive to maintain than the landscaping on the other LOTS, the ASSOCIATION will have the right to assess the OWNER of such LOT for the extra cost of maintaining the special landscaping on such LOT, or in the alternative the ASSOCIATION may require the applicable OWNER to maintain such special landscaping. If the applicable OWNER fails to pay any such extra cost or maintain such landscaping, the ASSOCIATION will have the right to remove the special landscaping and replace same with sod or other plant materials as desired in the sole discretion of the ASSOCIATION, without liability to the OWNER, and the OWNER shall pay the cost of such removal and replacement.

2. Paragraph 6.1.4 of the DECLARATION is hereby amended to read as follows:

6.1.4 Subdivision Wells and Water Sprinkler System. The ASSOCIATION shall maintain and repair wells (if any), pipes and water sprinkler systems throughout the SUBJECT PROPERTY, except that if the sprinkler systems serving the LOTS are separate and not common systems, then each OWNER shall maintain the sprinkler system serving his LOT. Notwithstanding the foregoing, if any OWNER installs any improvements on the OWNER'S LOT which requires any portion of any common sprinkler system on or contiguous to the OWNER'S LOT to be repaired or reconfigured, the OWNER shall be required to repair and/or reconfigure the sprinkler system in a manner that is approved by the ASSOCIATION and which does not adversely affect the operation of the sprinkler system.

3. A new Paragraph 3.18 is added to the DECLARATION, which shall read as follows:

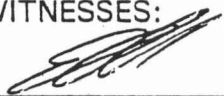
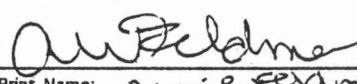
3.18 Service Providers. It is acknowledged that is customary for the OWNERS to separately contract for various services for their LOTS which are customarily provided by independent providers, such as insect and pest control, pool maintenance, appliance maintenance, and the like. The APPROVING PARTY will have the right to approve one or more service providers for each type of such services, in order to limit the number of different service providers that will have access into the SUBJECT PROPERTY, and in that event no OWNER may contract for such services for the OWNER's LOT with any service provider other than an approved service provider(s). In the alternative, the ASSOCIATION may enter into a contract with any service provider to provide any type of services to the LOTS as a COMMON EXPENSE, and in that event all of the OWNERS will pay for such services as part of their ASSESSMENTS for COMMON EXPENSES, except that if such services are not applicable to any particular LOTS (for example pool maintenance service is not applicable to a UNIT which does not have a pool) then such COMMON EXPENSES shall only be assessed to the OWNERS

of LOTS for which the service applies. Notwithstanding anything contained herein to the contrary, the provisions of this paragraph shall not apply to the CONTIGUOUS PROPERTY.

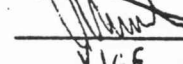
This Amendment is made by DECLARANT pursuant to the authority granted the DECLARANT to amend the DECLARATION contained in Paragraph 13.1 of the DECLARATION.

IN WITNESS WHEREOF, DECLARANT has executed this Amendment this 14 day of JUNE, 2002.

WITNESSES:

  
\_\_\_\_\_  
Print Name: ERIC A. SIMON  
  
\_\_\_\_\_  
Print Name: ANNE P. FELDMAN

TRANSEASTERN PROPERTIES, INC., a  
Florida corporation

By:  V.P.  
Its: VICE PRESIDENT  
3300 University Drive  
Coral Springs, Florida

STATE OF FLORIDA )

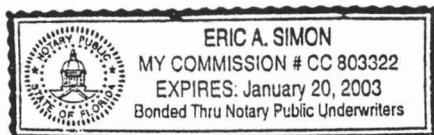
) ss:

COUNTY OF BECKARD )

The foregoing instrument was acknowledged before me this 14 day of JUNE, 2002, by NEIL EISNER, as VICE PRESIDENT of TRANSEASTERN PROPERTIES, INC., a Florida corporation on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:



PALM BEACH COUNTY, STATE OF FLORIDA

I hereby certify that the foregoing is a  
true copy of the record in my office.

This 5 Day of July, 2002

DOROTHY H. WILKEN  
Clerk Circuit Court

BY  D.C.



RECORD AND RETURN TO:  
THIS INSTRUMENT PREPARED BY:

08/30/2002 14:19:56 20020458116  
OR BK 14098 PG 0221  
Palm Beach County, Florida

→ Eric A. Simon, Esquire  
2825 University Drive, Suite 300  
Coral Springs, Florida 33065

TRI COUNTY - WILL CALL

SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
THOROUGHbred LAKES

The undersigned, being the "DECLARANT" pursuant to the Declaration of Covenants and Restrictions of Thoroughbred Lakes (the "DECLARATION"), recorded in Official Records Book 13513, Page 1612, of the Public Records of Palm Beach County, Florida, as previously amended, hereby amends the DECLARATION as follows:

1. A new Paragraph 2.9 of the DECLARATION is hereby added to read as follows:

2.9 Turnover. Notwithstanding anything contained herein or in the ARTICLES to the contrary, OWNERS other than DECLARANT shall be entitled to elect a majority of the directors of the ASSOCIATION no later than the date which is five years after the DECLARATION is recorded in the public records of Palm Beach County.

2. Paragraph 13.2 of the DECLARATION is hereby amended to read as follows:

2.1 This DECLARATION may be amended upon the approval of not less than 2/3 of the OWNERS, except that if any provision of this DECLARATION requires more than a 2/3 vote of the OWNERS to approve any action, such provision may not be amended to require a lesser vote, and may not be deleted, without the same number of votes required to approve such action. In addition, so long as DECLARANT elects a majority of the directors of the ASSOCIATION, this DECLARATION may be amended from time to time, by DECLARANT and without the consent of the ASSOCIATION or any OWNER, and no amendment may be made by the OWNERS without the written joinder of DECLARANT. Such right of DECLARANT to amend this DECLARATION shall specifically include, but shall not be limited to, (i) amendments adding any property which will be developed in a similar manner as the SUBJECT PROPERTY, or deleting any property from the SUBJECT PROPERTY which will be developed differently than the SUBJECT PROPERTY (provided that any such amendment shall require the joinder of the owners of such property or any portion thereof if the owners are different than DECLARANT, and further provided that DECLARANT shall not have the obligation to add any property to or delete any property from the SUBJECT PROPERTY), and (ii) amendments required by any INSTITUTIONAL LENDER or governmental authority in order to comply with

the requirements of same. In order to be effective, any amendment to this DECLARATION must first be recorded in the public records of the county in which the SUBJECT PROPERTY is located, and in the case of an amendment made by the OWNERS, such amendment shall contain a certification by the President and Secretary of the ASSOCIATION that the amendment was duly adopted.

3. A new Paragraph 3.4 of the DECLARATION is hereby added to read as follows:

3.4 Notwithstanding anything contained herein to the contrary, no amendment that withdraws property from the terms of this DECLARATION shall be recorded unless approved by the Palm Beach County Attorney's office. No amendment inconsistent with the requirements of this Paragraph shall be recorded unless approved by the Palm Beach County Attorney's office. Nothing contained herein shall create an obligation on the part of the Palm Beach County Attorney's office to approve any amendment.

This Amendment is made by DECLARANT pursuant to the authority granted the DECLARANT to amend the DECLARATION contained in Paragraph 13.1 of the DECLARATION.

IN WITNESS WHEREOF, DECLARANT has executed this Amendment this 25 day of July, 2002.

WITNESSES:

[Signature]  
Print Name: Edwin Zabinchuk  
Jill A. Sliva  
Print Name: Jill A. Sliva

TRANSEASTERN PROPERTIES, INC., a  
Florida corporation

By: [Signature] VICE PRESIDENT  
Its: VICE PRESIDENT  
3300 University Drive  
Coral Springs, Florida

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF SPARROWS )

The foregoing instrument was acknowledged before me this 25 day of July, 2002, by NEIL EISNER, as Vice President of TRANSEASTERN PROPERTIES, INC., a Florida corporation on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:



PALM BEACH COUNTY, STATE OF FLORIDA

I hereby certify that the foregoing is a true copy of the record in my office.

This 25 day of August, 2002

DOROTHY H. WILKEN

Clerk Circuit Court

BY [Signature] D.C.