



This instrument prepared by:
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Sharon R. Bock, CLERK & COMPTROLLER
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**BRISTOL LAKES AT ABERDEEN -
COVENANT RUNNING WITH THE LAND REGARDING
BRISTOL LAKES PERPETUAL NO FEE GOLF CLUB TRIAL
MEMBERSHIP**

**NOTICE OF RECORDING SUPPLEMENT AND AGREEMENT
TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS OF BRISTOL LAKES AT ABERDEEN**

NOTICE IS HEREBY GIVEN that pursuant to the unanimous approval of the Board of Directors of Bristol Lakes Homeowners Association, Inc. (the "Association"), the *Bristol Lakes Homeowners Association, Inc., Plaintiff v. Aberdeen Property Owners Association, Inc., Defendant and Aberdeen Golf and Country Club, Inc., Intervenor*, Circuit Court Fifteenth Judicial Circuit, Palm Beach County, Case No: 2005 CA 012002 AA, was settled. Pursuant to the terms of the July 9, 2010 Settlement Agreement entered into between the Association and Aberdeen Golf and Country Club, Inc., the Settlement Agreement required that it be recorded in the Public Records of Palm Beach County to serve as a Covenant Running With The Land located within Bristol Lakes At Aberdeen; and a supplement to the Declaration of Covenants and Restrictions of Bristol Lakes At Aberdeen, recorded in Official Records Book 9992 at p. 1577 et seq., of the Public Records of Palm Beach County and to the November 29, 2004 Amendment to the aforesaid Declaration, recorded in the Official Records Book 17926 at Page 0180, of the Public Records of Palm Beach County, Florida. Accordingly this First Supplement and Agreement in regard to the aforesaid Declaration is made this 25th day of September, 2010, by the President and Secretary of the Association as follows:

WITNESSETH:

WHEREAS, the Declaration of Covenants and Restrictions of Bristol Lakes At Aberdeen was recorded in Official Records Book 9992 at p. 1577 et seq. of the Public Records of Palm Beach County (the "Declaration");

WHEREAS, the Declaration declared that the Subject Property (as defined in "Section 1.2 of the Declaration") would be subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth in the Declaration (the "Covenants"), which were recorded in the best interest of the owners and residents of the Subject Property, and expressly provided that said Covenants shall be binding upon all persons having and/or acquiring any right, title or interest in the Subject Property, or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Subject Property or any portion thereof;

WHEREAS, the Declaration expressly provided that the purpose of the Declaration "...[was] to provide various use and maintenance requirements and restrictions in the best interest of the future owners of dwellings within the property, [and] to protect and preserve the values of the property";

WHEREAS, the Declaration expressly provided for the establishment of an association which may: (a) own, operate and/or maintain various portions of the property and improvements; (b) have the right to enforce the provisions of the Declaration and; (c) be given such other rights and responsibilities;

WHEREAS, the Declaration expressly provided that it was also subject to the Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development (the "Aberdeen Declaration");

WHEREAS, at the time the Aberdeen Declaration and the Bristol Lakes At Aberdeen Declaration were originally executed and recorded, they provided that the Aberdeen Planned Unit Development could or did, as applicable, contain a golf course and country club facilities which, as originally intended, did not confer any membership, ownership or use rights in any Aberdeen PUD lot owner; provided that the owner of said facilities would have the sole discretion to determine such membership, ownership or use rights; and that such membership, ownership and use rights would be optional.

WHEREAS, on June 14, 2004 the Aberdeen Declaration was amended, as evidenced by the Amended and Restated Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development (the "Aberdeen PUD") and Aberdeen Planned Commercial Development, which was recorded in the Public Records of Palm Beach County at Official Records Book 11915, at p. 1674 et seq., was amended (First Area Amendment);

WHEREAS, the First Area Amendment provided that all purchasers of any Lot in the Western Area of the Aberdeen PUD (which included Bristol Lakes At Aberdeen) who acquired title after October 30, 2004 would not be permitted to acquire title unless in connection with the instrument of conveyance said Lot Purchaser recorded a Certificate of Compliance confirming that said Lot Purchasers had become a member of the Club, subject to the terms of membership set forth in the Club's governing documents (the "Mandatory Country Club Membership Amendment");

WHEREAS, pursuant to the authority granted to the Association in the Association's governing documents, and after obtaining the written consensus of more than a majority of Bristol Lakes owners, the Association filed a lawsuit entitled, "*Bristol Lakes Homeowners Association, Inc. v. Aberdeen Property Owners Association, Inc.*", Case No.: 2005 CA 012002 (Div. AA), Circuit Court, 15th Judicial Circuit, Palm Beach County, Florida (the "Lawsuit")¹

¹ After the Lawsuit was filed, Aberdeen Golf & Country Club, Inc. the country club facilities and golf course owner - was added as a party - intervenor.

WHEREAS, the purpose of obtaining the consensus of the Bristol Lakes owners prior to filing the Lawsuit was to determine if the Association's challenge to the validity and enforceability of the Mandatory Membership Amendment was a matter of common interest among Bristol Lakes homeowners and to obtain their approval for the funding of the costs associated with the filing of the Lawsuit;

WHEREAS, the Lawsuit: (a) challenged the validity and enforceability of the Mandatory Membership Amendment and the imposition of the mandatory requirements set forth therein, which required all future purchases of homes in the Western Area of the Aberdeen PUD to purchase a membership with Aberdeen Golf & Country Club, Inc. (the "Country Club") as a requirement of homeownership; and, (b) endeavored to obtain a court order forever releasing all Bristol Lakes At Aberdeen homeowners from any of the financial obligations associated with the Mandatory Country Club Membership Amendment;

WHEREAS, pursuant to a Court Order entered in the Lawsuit, the parties participated in protracted multi-day mediation conferences;

WHEREAS, prior to the July 9, 2010 execution of the Settlement Agreement (the "Agreement"), the Association properly noticed and conducted two meetings of its members for the purposes of explaining the status of the Lawsuit and the terms of the proposed settlement; and obtaining the consensus of the Bristol Lakes homeowners on whether to proceed with the consummation of the settlement of the Lawsuit in a fashion consistent with the terms and provisions of the Agreement. At the conclusion of those meetings, all, except for a few of the Bristol Lakes homeowners present, agreed that the settlement of the Lawsuit was in the best interest of the Bristol Lakes At Aberdeen community;

WHEREAS, pursuant to the Association's Board of Directors' proper exercise of their business judgment which included, without limitation, their careful consideration of all of the facts and circumstances deemed relevant by the Members of the Board of Directors; the advice of the qualified professionals hired by the Association; and the input and support received from the Bristol Lakes community residents, on July 9, 2010 the Association and the Club entered into a written agreement resolving all issues asserted in the lawsuit;

WHEREAS, the Association scheduled a special meeting of the Members of the Association and of its Board of Directors for August 26, 2010. At those meetings at which a quorum was present, a majority of the Members of the Board of Directors and 136 of the 141 homeowners/Members present in person, and by proxy, voted in favor of ratifying and funding the Settlement Agreement with a loan;

WHEREAS, pursuant to the terms and provisions of the Association's governing documents, including without limitation, the Board of Directors' power to settle or compromise claims of the Association in which all homeowners have a common interest as specifically authorized in Article V(i) of the Association's By-Laws, the Board of Directors of the Association approved the settlement of the lawsuit based;

WHEREAS, pursuant to the Agreement, all Bristol Lakes homeowners are automatically included in a Club membership category specifically designated for Bristol Lakes homeowners, which shall be called the Bristol Lakes No Fee Bulk Trial Membership.

WHEREAS, pursuant to the terms of the settlement of the lawsuit, and subject to compliance with the provisions of the Agreement, neither Bristol Lakes Lot Owners nor their successors, assigns and any and all subsequent purchasers of said Lot Owner, shall have any future financial obligation to the Club nor any use rights in it unless any Bristol Lakes Lot Owner affirmatively notifies the Club of his, her, or its intention to voluntarily become a Club member, within the time period provided for in the Agreement;

WHEREAS, Section 3.3 of the Agreement required Court approval, by its approval of the Stipulation of Dismissal With Prejudice of the lawsuit as a result of the aforesaid Settlement Agreement, which has occurred and;

WHEREAS, Section 9 of the Agreement required its recording in the Public Records of Palm Beach, Florida, and expressed the parties' intent that it constitute a covenant running with the land, binding and inuring to the benefit of Bristol Lakes Parcels (as defined in the Declaration).

NOW, THEREFORE, the President and Secretary of the Association hereby certify the following:

1. Pursuant to Article V Section (i), of the By-Laws of Bristol Lakes Homeowners Association, Inc., the Board of Directors of the Association hereby approves and settles the claims of the Association asserted in the lawsuit in which all owners had a common interest, the terms of which are set forth in the Agreement.

2. The July 9, 2010 Agreement entered into between the Association and the Club constitutes the memorialization of the settlement of the lawsuit.

3. Pursuant to Section 9 of the Agreement, the Association hereby records the Agreement as part of this supplement to the Declaration, a true and correct copy of which is attached hereto and marked **Exhibit 1**.

4. This supplement to the Declaration and Agreement shall constitute a covenant running with the land and shall run with and bind the properties as defined in the Declaration for the same time period and to the same extent as does the Declaration.

5. Pursuant to Section 7 of the Agreement, it shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and all subsequent purchasers of each Bristol Lakes Lot;

6. Pursuant to Section 1.4 of the Agreement, the Bristol Lakes No Fee Bulk Trial Membership, described in Section 1 of the Agreement, may not be cancelled, revised or

modified by the Club unless the owners of one hundred percent (100%) of the Bristol Lakes
Parcels agree in writing to such a cancellation, revision or amendment.

7. The ratification of this supplement to the Declaration and approval of the
Agreement shall appear in the minutes of the Association and remain unrevoked.

Witnesses (as to both)

Lois M Warfel
1st Witness

Lois M WARFEL
Printed Name

BRISTOL LAKES HOMEOWNERS
ASSOCIATION, INC.

By:

Charles I Koch
Signature

Charles I Koch President
Printed Name

ATTEST:

Carolyn Premaza
2nd Witness

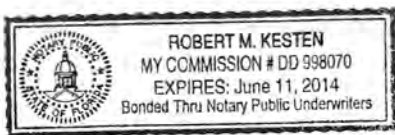
CAROLYN PREMАЗА
Printed Name

Mary Curlew
Signature

MARY CURLEW Secretary
Printed Name

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

The foregoing instrument was acknowledged before me this 25th day of September,
2010, by CHARLES KOCH, as President and MARY CURLEW, as Secretary of Bristol Lakes
Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of said Association.
They are personally known to me or have produced _____ as identification.



[Signature]
Notary Public
My Commission Expires:

AGREEMENT

THIS AGREEMENT ("Agreement") is made this 9th day of July, 2010, by Bristol Lakes Homeowners Association, Inc. ("Bristol Lakes") and Aberdeen Golf & Country Club, Inc. ("Country Club").

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Bristol Lakes Bulk Trial Membership. The Board of Directors of the Country Club ("Club Board") will establish a non-equity, non-voting no fee Bulk Trial Membership for Bristol Lakes ("Bristol Lakes Bulk No Fee Trial Membership"). The Bristol Lakes No Fee Bulk Trial Membership shall be subject to the provisions of Paragraph 2 below, including without limitation full payment under Section 2 below, and the following general terms:

1.1. Bristol Lakes will make a bulk payment of \$550,000 to the Club. Bristol Lakes shall execute in favor of Country Club a promissory note in the face amount of the full bulk payment provided for in this Paragraph 1.1, in the form provided in Exhibit "1" attached to this Agreement and made a part hereof ("Promissory Note").

1.2. The provisions of this Agreement and the Bristol Lakes No Fee Bulk Trial Membership will bind the Country Club and all parcels in the residential community of Bristol Lakes as a covenant running with the land.

1.3. The Bristol Lakes No Fee Bulk Trial Membership does not create any use rights or other privileges in the Country Club, nor does it require any payment to the Country Club on the part of any present or future Bristol Lakes owner.

1.4 The Bristol Lakes No Fee Bulk Trial Membership may not be cancelled, revised

or modified by the Club unless the owners of one hundred (100%) percent of the Bristol Lakes parcels agree in writing to such a cancellation, revision or amendment.

2. Notification/ Bristol Lakes Notification Parcels. The full Bristol Lakes No Fee Bulk Trial Membership amount provided for in Paragraph 1.1 above shall be paid by Bristol Lakes at such times and in such increments as Bristol Lakes shall in its discretion determine; provided, however: (i) the minimum annual payment shall be four (4) annual payments of \$137,500.00 each; and (ii) the first such payment shall be due on October 1, 2010, and successive annual payments shall be due October 1, 2011, October 1, 2012, and October 1, 2013. In order to transition to full application of Bristol Lakes No Fee Bulk Trial Membership to each parcel in Bristol Lakes, the following special rules shall apply:

2.1. Each annual payment to be made by Bristol Lakes under this Agreement shall be deemed a "Payment Stage".

2.2. At the conclusion of each of the first three (3) Payment Stages, Bristol Lakes shall, in its discretion, identify to the Country Club in writing as many as Forty One (41) Bristol Lakes parcels which shall be entitled to utilize the Bristol Lakes No Fee Bulk Trial Membership ("Bristol Lakes Notification Parcels"). At the conclusion of the last Payment Stage, Bristol Lakes shall identify to the Country Club the remaining Bristol Lakes Notification Parcels.

2.2.1. The process of notifying the Country Club of Bristol Lakes Notification Parcels under the provisions of Paragraph 2.2 above shall be called "Notification". Within five (5) business days of receipt of Notification, and subject to the provisions of Sub-Paragraphs 2.2.2 and 2.2.3 below, Country Club shall in response advise Bristol Lakes in writing ("Certification Advice"), with a copy of the Certification Advice provided to Aberdeen Property Owner's Association, Inc. ("POA"), that each Bristol Lakes Notification Parcel has met the requirement of

membership in the Country Club under the First Area Amendment to the Declaration of Covenants and Restrictions For Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development.

2.2.2. The parcels of Bristol Lakes owners who took title of record on or after October 30, 2004, and who have not joined the Country Club shall not be identified in any Certification Advice until the owners of said parcels have joined the Country Club and paid all Club dues and charges through the date of Notification.

2.2.3. The parcels of Bristol Lakes owners who are members of the Country Club, but who are in arrears in Country Club dues and charges on the date of Notification, shall not be identified in any Certification Advice until the owners of said parcels have paid all Country Club dues and charges through the date of Notification.

2.3. Notwithstanding the provisions of Paragraph 2.2 above, in order to accommodate the potential for unknown parcel sales in the upcoming years:

2.3.1. At the time of each of the first three (3) Payment Stages Bristol Lakes may elect to provide Notification for less than Forty One (41) Bristol Lakes Notification Parcels; and/or

2.3.2. As an interim measure prior to any Payment Stage after the first Payment Stage, Bristol Lakes may elect to provide Notification for not less than ten (10) Bristol Lakes Notification Parcels; provided, however, (i) a pre-payment toward the next annual payment in an amount proportional to the number of interim Notification Parcels shall be made; and (ii) interim Notification Parcels under this Sub-Paragraph 2.3.2. shall be included in the calculation of Notification Parcels at the

next Payment Stage.

2.4. Bristol Lakes parcel owners who are members of the Country Club at the time of Notification, and who are identified in the Notification, may elect in writing to maintain their existing Country Club membership status. If the Club member/Bristol owner elects to remain a member of the Country Club, subject to the governing documents of the Country Club as same may exist from time to time, he/she shall remain a member until the member/owner's parcel is transferred to a new owner in a *bona fide*, arm's length, third-party transaction. If such an election is not made in writing and delivered to the Country Club within 60 days of the date of Notification, such parcel owner's then-existing Country Club membership shall be deemed to be automatically re-classified as a Bristol Lakes No Fee Bulk Trial Membership effective as of the date of Notification.

3. **Representations.** Each party hereto represents to the other party that the party has the power and authority to enter into this Agreement and bind its members, subject to the following:

3.1. The agreement of the Country Club is subject to ratification by the Club Board. The Country Club shall provide written confirmation to Bristol Lakes of the foregoing ratification.

3.2. The agreement of Bristol Lakes is subject to ratification by its Board of Directors. Bristol Lakes shall provide written confirmation to the Country Club of the foregoing ratification.

3.3. This Agreement of the Country Club and Bristol Lakes is subject to an Order of the Court in the case styled *Bristol Lakes Homeowners Association, Inc. v. Aberdeen Property Owners Association, Inc.*, Fifteenth Judicial Circuit

Court, Palm Beach County, Florida, Case No. 502005CA012002XXXXMB-AA, approving the Stipulation of Dismissal with Prejudice of the parties thereto attached as Exhibit "A" and made a part hereof.

4. **Entire Agreement.** This Agreement contains the entire understanding among the parties and supersedes any prior written or oral agreement between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

5. **Enforceability/Attorney's Fees.** This Agreement may be enforced in law and/or in equity. In the event that there is any dispute respecting this Agreement or any party's actions and/or responsibilities relative to this Agreement, the prevailing party shall be entitled to legal fees, paraprofessional fees and costs at trial and upon appeal.

6. **Interpretation.** This Agreement shall be interpreted as though each party contributed equally to its contents.

7. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.

9. **Recording of Agreement.** Conditioned upon full execution and unconditional delivery of the Promissory Note by Bristol Lakes to Country Club, this Agreement shall be

recorded in the Public Records of Palm Beach County, Florida, as a covenant running with the land, binding and inuring to the benefit of Bristol Lakes parcels (as defined in the Declaration of Covenants and Restrictions of Bristol Lakes at Aberdeen, recorded in Official Records Book 9992, at Pages 1577 et seq., of the Public Records of Palm Beach County, Florida), and the Country Club.

10. **Comprehensive Notice Provision.** All notices hereunder, including without limitation Notification notices under Sub-Paragraph 2.2.1, must be in writing and be addressed to the corporate address of the party intended to receive same.

11. **Indemnification.** Country Club agrees to indemnify and hold Bristol Lakes and its directors, officers, agents, and employees (collectively, "Bristol Lakes"), harmless from and against any and all expense and/or liability incurred by Bristol Lakes in connection with any proceeding arising from or grounded in the validity or enforceability of this Agreement. The foregoing indemnification shall include any and all fees, cost or expense reasonably incurred or to be incurred in responding to a threat, action, suit or proceeding, whether civil, criminal, administrative or investigatory, arising from or related to the validity or enforceability of this Agreement; provided, however, the foregoing indemnification shall extend only to: (i) claims which are not brought by any present or former Bristol Lakes parcel owner in that owner's capacity as a present or former Bristol Lakes parcel owner; (ii) claims which are brought by or on behalf of homeowner or condominium associations in the Aberdeen development other than Bristol Lakes; (iii) claims which are brought by any members of Country Club who are not present or former Bristol Lakes parcel owners; and (iv) such expense and liability as herein described which is not covered by any applicable policy of insurance issued to Bristol Lakes.

11.1 Country Club reserves the sole and exclusive right to, select and control counsel to respond to, address or defend any claim encompassed by this Agreement against Bristol Lakes.

11.2 Bristol Lakes may not compromise or settle any claim encompassed by this indemnification without the express written consent of Country Club.

11.3 Bristol Lakes shall promptly and without delay advise its applicable insurance carrier(s) and the Country Club of any threatened or actual action, suit, proceeding or claim which can reasonably be inferred to constitute a challenge to the validity or enforceability of this Agreement.

11.4 Bristol Lakes shall purchase and maintain general and officers' liability insurance coverage in an amount not less than \$1,000,000.00. Bristol Lakes shall make every good faith effort to have Country Club named as an additional insured as to matters arising from this Agreement on any such policy(s). Bristol Lakes shall give Country Club the opportunity to examine Bristol Lakes' policy(s) of insurance to confirm compliance herewith, and shall continue to make such policy(s) available for inspection by Country Club on an annual or renewal basis.

11.5 In the event any claim hereunder is denied by Bristol Lakes' insurance carrier, Country Club may elect, at Country Club's expense, to challenge that denial, including without limitation the bringing of a suit for declaratory judgment, on behalf of Bristol Lakes.

11.6. In addition to counsel selected by Club pursuant to paragraph 11.1, Bristol Lakes may elect to retain additional counsel of its own choice, provided that Bristol Lakes shall be responsible for any and all legal expenses incurred by Bristol Lakes in engaging its own legal representation in response to any threat, action, suit or proceeding as described herein, whether civil, criminal, administrative or investigatory, arising from or related to the validity or enforceability of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Bristol Lakes and Country Club have caused this Agreement to be executed as of the date set forth above.

Witness as to all:

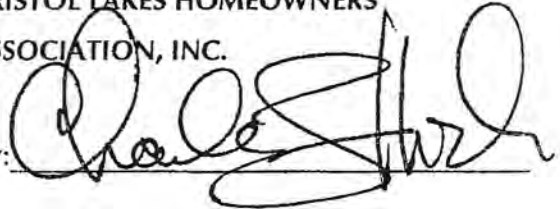
Cari Espinoza

Print Name: Cari Espinoza

Christine M. Castillo

Print Name: Christine M. Castillo Title: President

BRISTOL LAKES HOMEOWNERS
ASSOCIATION, INC.

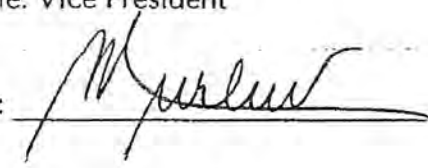
By: 

Print Name: Charles Koch

By: Lewis Doctor

Print Name: Lewis Doctor

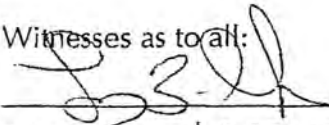
Title: Vice President

By: 

Print Name: Mary Curlew

Title: Secretary

Witnesses as to all:


Print Name: LARRY Z. GLICKMAN

Cari Espinoza
Print Name: Cari Espinoza

ABERDEEN GOLF & COUNTRY CLUB,
INC.

By: Michael DiPietro

Print Name: Michael DiPietro

Title: Chief Operating Officer and General
Manager

By: Frances Peck

Print Name: Frances Peck

Title: Director

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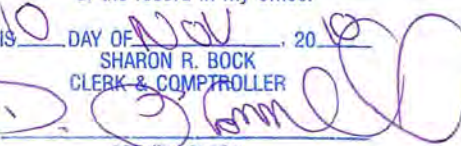


STATE OF FLORIDA • PALM BEACH COUNTY

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

THIS 10 DAY OF NOV, 2010

SHARON R. BOCK
CLERK & COMPTROLLER

By: 

DEPUTY CLERK