

Prepared by and return to:  
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Kochman & Ziska, PLC  
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FIRST AMENDMENT TO DECLARATION OF USE AGREEMENT  
by  
THE TOWN OF PALM BEACH  
and  
CARRIAGE HOUSE PROPERTIES PARTNERS LLC

**Dated \_\_\_\_\_ 2024**

## **FIRST AMENDMENT OF DECLARATION OF USE AGREEMENT**

This **AMENDMENT TO DECLARATION OF USE AGREEMENT** (“Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the **TOWN OF PALM BEACH**, a Florida municipal corporation, 360 South County Road, Palm Beach, Florida 33480 (hereinafter the “Town”); and **CARRIAGE HOUSE PROPERTIES PARTNERS LLC**, 264/270 South County Road, Palm Beach, Florida 33480 hereinafter the (“Club”), which terms “Town” and “Club” will include and bind the successors and assigns of the parties, wherever the context so requires or admits.

### **WITNESSETH:**

**WHEREAS**, the Town and Club heretofore entered into a Declaration of Use Agreement dated March 19, 2019;

**WHEREAS**, the Town Council has conditionally approved Zoning Application number Zon-24-052 on April \_\_, 2024: a) granting the Club a Special Exception for outdoor café seating under Section 134-1109(14), provided that all requirements and condition in Section 134-2104 through 134-2018 are met; b) granting the Club a Special Exception to modify the existing Special Exception Use to allow for a Private Club in the C-TS zoning district and allow for an increase in 75 members for a total of 307 members, while reserving the right to review future Special Exception Applications to consider adding up to an additional 75 members in 2025 and 2026 for a total membership of 457 members; c) granting a Special Exception to modify the existing Special Exception for shared parking; and d) granting a Variance from the Parking Requirements in Section 134-2176 to allow for 68 existing off-site supplemental parking spaces in lieu of providing these spaces onsite;

**WHEREAS**, all of the representations made herein are true and correct and accurate and the approval of the Special Exceptions and Variance are made in reliance thereon and further conditioned upon any and all of the conditions which may herein imposed; and

**WHEREAS**, the recitals set forth above are true and correct and are incorporated herein and made a part hereof.

**NOW, THEREFORE**, in consideration of the mutual promises, approvals, and other consideration set forth herein, it is agreed as follows:

### **AMENDMENT TO DECLARATION OF USE**

The Declaration of Use Agreement dated March 19, 2019, is hereby amended as follows:

### **ARTICLE IV - CONDITIONS OF APPROVAL:**

- 4) No single interior room or interior space within the Club shall exceed 1,500 square feet in size.
- 6) There shall be no outside ~~dining or~~ music, including music from inside the Clubs’ buildings which can be heard outside. The balconies and roof of the Club’s buildings shall not be used for any type of Club activity. Outdoor dining of up to 40 seats shall

be allowed in the interior courtyard as shown on the plans prepared by Spina O'Rourke, in the locations shown and the number of seats shown at each location therein. When outside dining seats are used there will be a corresponding reduction in the maximum seats allowed inside (67 for lunch and 153 for dinner). The total capacity of the courtyard in whatever combination of outdoor diners or outdoor non-diners shall not exceed 60 persons between 6:30 p.m. and 10:00 p.m. Outdoor dining shall end at 10:00 p.m. After 10:00: p.m. outdoor capacity will be 20 persons until closing time. All outdoor gatherings and Events (Events are defined in the Declaration of Use as a function of 40 or more people) shall be held in the eastern portion of the courtyard and shall end by 6:30 p.m. Any Event shall be subject to the same conditions and restrictions as an indoor Event, including without limitation that there shall be no more than one Event per month anywhere on the Club property.

- 10) The maximum membership shall be increased from 232 to 307 people upon the approval of this Amendment, regardless of designation and whether or not dues paying. Thereafter, Membership may be permitted to increase (without need for further Amendment of this Declaration of Use) upon the filing of a future Application for Special Exception to consider adding up to an additional 75 members in each of 2025 and 2026, for a potential maximum total membership of 457 members. Each such future Application shall be considered by the Town Council during the season (February 1st to April 30th). Service of Notice of the same shall be provided to all property owners who received a mailed Notice of the April 10, 2024, Town Council meeting and prior such meetings related to the Declaration of Use, in order to afford the neighbors and community an opportunity to express their support or concerns to the Town Council. At least 50% of the Club members shall consist of individuals who are "townpersons", as defined Town's Code. Members are limited to natural persons and expressly exclude corporations or other entities. Use of a single membership is limited to an adult, that person's spouse or significant other, and that person's adult children under the age of 30. Guests must be accompanied by a member when present at the Club. The Club is required to provide proof of town-serving compliance on an annual basis and per the Town's code."

### **REMAINDER OF DECLARATION OF USE**

Except as modified by this Amendment, all the terms and conditions of the aforesaid Declaration shall remain in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above.

Signed, sealed and delivered  
In the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOWN OF PALM BEACH

By: \_\_\_\_\_  
Danielle Moore, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, President  
Town Council

By: \_\_\_\_\_  
Kirk Blouin  
Town Manager

CARRIAGE HOUSE PROPERTIES PARTNERS  
LLC

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO LEGAL FORM AND  
SUFFICIENCY:

\_\_\_\_\_  
Joanne O'Connor  
Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Danielle Moore, Mayor of the Town of Palm Beach, a Florida municipal corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public-State of Florida  
Commission Number: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the President of the Town Council of the Town of Palm Beach, a Florida municipal corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public-State of Florida  
Commission Number: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Kirk Blouin, the Town Manager of the Town of Palm Beach, a Florida municipal corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public-State of Florida  
Commission Number: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, Carriage House Properties Partners LLC, on behalf of the company. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public-State of Florida  
Commission Number: \_\_\_\_\_