



This instrument prepared by  
and to be returned to:  
Steven G. Rappaport, Esquire  
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**CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
WINSTON TRAILS**

**I HEREBY CERTIFY** that the amendment attached as Exhibit "A" to this Certificate was duly adopted as an amendment to the Declaration of Covenants and Restrictions for Winston Trails. The Declaration of Covenants and Restrictions for Winston Trails is recorded in Official Records Book 7820, at Page 281, of the Public Records of Palm Beach County, Florida.

**DATED** this 1 day of November, 2012.

**WITNESSES**

**WINSTON TRAILS FOUNDATION, INC.**

Paula Rappaport  
Signature  
Paula Rappaport  
Print Name

By: [Signature]  
Brad Bastien, President

Jennifer Modica  
Signature  
Jennifer Modica  
Print Name

By: [Signature]  
Iris Scheuchkorn Secretary

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

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of NOVEMBER, 2012, by BRAD EASTON, as President, and IRIS SCHEUCHKORN as Secretary, of Winston Trails Foundation, Inc., who are Personally Known to me of Produced Identification [ ].

Type of Identification Produced: \_\_\_\_\_

(SEAL)

[Signature]  
NOTARY PUBLIC State of Florida at Large

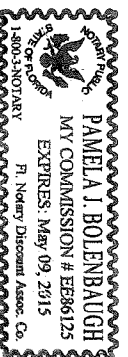


EXHIBIT "A"

AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
WINSTON TRAILS

The Declaration of Covenants and Restrictions for Winston Trails is recorded in Official Record Book 7820, at Page 281, in the Public Records of Palm Beach County.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

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**Item 1: Article VIII, Section 29 of the Declaration of Covenants and Restrictions for Winston Trails ("Declaration") shall be amended as follows:**

Section 29. Rental and Leasing. ~~The Foundation shall have the right to adopt rules and regulations governing the rental or leasing of Residential lots within The Properties including, without limitation, establishing minimum lengths for the terms of rentals or leases and limits upon the frequency of rentals or leases; provided, however, that there shall be no prohibition on leasing a Unit for a period in excess of six (6) months (i.e., any lease term of six (6) months or longer shall be permitted). The rules and regulations governing rentals or leases may vary between specific residential areas or neighborhoods of The Properties, and on the basis of building types (single family, condominium, etc.) as the Board of Directors of the Foundation, in its discretion, deems appropriate. Any Owner wishing to lease his or her Lot or Unit shall be required to provide notice of such lease to the Foundation not less than thirty (30) days, nor more than sixty (60) days, prior to the date the lease term shall commence. The Foundation shall have the authority to require notice as well as a copy of the lease agreement for record keeping purposes and to insure compliance with the Foundation governing documents. Further, the applicable Neighborhood Association in which the Unit or Lot to be rented is located shall have the authority to approve or disapprove of any such rental in accordance with the procedures and requirements identified in this Section 29 as follows.~~

The Foundation hereby delegates such authority to approve and disapprove of all rentals and leases of any Unit or Lot within the Winston Trails community to such applicable Neighborhood Association in which such Unit or Lot is located. Further, the applicable Neighborhood Association shall have the authority to charge an application fee in an amount to be determined by the Board of Directors from time to time, but in no event to exceed One Hundred Fifty (\$150.00) Dollars per applicant. In addition, Owners wishing to lease their Lots and Units may be required by the Board of Directors of the applicable Neighborhood Association to place in escrow with the Association the sum of up to One Thousand (\$1,000.00) Dollars, which may be used by the Foundation or applicable Neighborhood Association as a security deposit to repair any damage to the Common Areas or other portions of the Properties of Winston Trails resulting from the acts or omissions of tenant (as determined in the sole discretion of the Neighborhood Association). The Owner will be jointly and severally liable with the tenant to the applicable Neighborhood Association for any amount in excess of such sum which is required by the

Foundation or applicable Neighborhood Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Further, the applicable Neighborhood Association shall have the authority to conduct its own criminal and credit background check on the prospective tenants and occupants in order to determine whether such applicant(s) and/or occupant(s) are eligible pursuant to the requirements of this Section 29. In addition, the applicable Neighborhood Association shall have the authority to conduct a personal interview with all applicants and other proposed occupants or lessees. In addition, all leases shall have a minimum and maximum lease term of twelve (12) months. Subleases and assignments of leases shall be prohibited, and no portion of any Unit or Lot may be rented other than the entire Unit or Lot.

Section 29.1. All leases shall be delivered to the Foundation and the applicable Neighborhood Association not less than thirty (30) days, nor more than sixty (60) days, prior to date the lease term commences, and prior to occupancy by the tenant(s). In the event an existing lease is being renewed or extended, notice of such renewal or extension, and a copy of the renewed or extended lease must also be provided to the Foundation and the applicable Neighborhood Association not less than thirty (30) days, nor more than sixty (60) days, prior to the end of the original lease term. Furthermore, any and all leases must be accompanied by a Uniform Lease Addendum in favor of the Foundation and the applicable Neighborhood Association executed by the Landlord and Tenant which shall contain such terms and conditions such as (i) the Foundation's and the applicable Neighborhood Association's direct and immediate right to evict any and all tenants due to non-payment by Owner and/or tenant of any amounts due the Foundation or the applicable Neighborhood Association including without limitation Assessments, fines for violations, application fees, or other such amounts due from Owner and/or tenant to Foundation or the applicable Neighborhood Association; (ii) the Foundation's or the applicable Neighborhood Association's right to demand tenant make any and all rental payments directly to Foundation or the applicable Neighborhood Association, or both, in the event of Owner's non-payment of any amounts due the Foundation or the applicable Neighborhood Association including, without limitation, Assessments, fines for violations, application fees, or other such amounts due from Owner to Association; (iii) the Foundation's or the applicable Neighborhood Association's right to fine tenants directly for violations of the Declaration; (iv) the Foundation's or the applicable Neighborhood Association's right to require tenant to place a security deposit directly with Association or the applicable Neighborhood Association prior to tenant's occupancy, in amounts reasonably determined by Foundation or the applicable Neighborhood Association which may be used by Association or the applicable Neighborhood Association to reimburse Foundation or the applicable Neighborhood Association for non-payment of any amounts due the Foundation or the applicable Neighborhood Association including without limitation Assessments, fines for violations, or other such amounts due from Owner and/or tenant to Foundation or the applicable Neighborhood Association; and (v) any other provisions reasonably calculated to provide for the preservation of the values and amenities of the Foundation or the applicable Neighborhood Association. Such Uniform Lease Addendum may be amended from time to time in the sole discretion of the Foundation or

the applicable Neighborhood Association, with Foundation approval. Such Uniform Lease Addendum shall be provided to Owner and/or prospective tenant upon request. Owner shall not permit and tenant shall not occupy the subject leased property until such application for rental is approved in writing by the Foundation or the applicable Neighborhood Association. The applicable Neighborhood Association shall further have the right to deny the approval of any such lease, including renewals or extensions of a lease, and/or rental arrangement based upon the following factors:

(1) The person(s) seeking approval fails to qualify for membership in the Foundation or the applicable Neighborhood Association, including, but not limited to, those applicants who fail to qualify for membership because of the restrictions on occupancy or ownership set forth in this Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations of the Foundation, or any of the applicable Neighborhood Association governing documents, as same may be amended from time to time; or

(2) The person(s) seeking approval (which shall include all proposed occupants) has been convicted at any time of a felony involving violence to persons or a felony where the victim was a minor; or

(3) The person(s) seeking approval (which shall include all proposed occupants) is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction; or

(4) The person(s) seeking approval takes possession of the Lot prior to the approval by the applicable Neighborhood Association as provided for herein; or

(5) The person(s) seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this or any other Association as a lessee, guest, owner or occupant of a Lot; or

(6) The person(s) seeking approval fails to comply with the requirements of this Section 29; or

(7) No lease will be approved if, at the time of the application or at any time prior to the time approval is to be granted, the Lot Owner is delinquent in the payment of any financial

obligation to the Foundation or the applicable Neighborhood Association under this Declaration or under any of the governing documents for the Foundation or for the Neighborhood Association, or the applicable statute, or if the Lot is in violation of any provision of this Declaration or the Rules and Regulations of the Foundation or any applicable governing document of the Neighborhood Association, which remains uncured at the time the applicable Neighborhood Association is required to make its election hereunder.

Section 29.2. At no time shall the applicable Neighborhood Association allow for more than ten (10%) percent of the Lots and Units within such applicable Neighborhood Association to be the subject of an approved rental arrangement, hereinafter referred to as the "Rental Unit Maximum." For purposes of determining the Rental Unit Maximum, the number of allowable rented Units or Lots shall be rounded up to the nearest whole number. For example, if a Neighborhood Association contains ninety-four (94) Lots, no more than ten (10) Lots may be rented at any given time. In the event the Rental Unit Maximum is currently reached, no further rental arrangements shall be approved by the applicable Neighborhood Association until the number of Lots and Units within the applicable Neighborhood Association subject to a rental arrangement goes below the Rental Unit Maximum. For purposes of keeping the Rental Unit Maximum in effect, renewals or extensions of existing rentals shall be given priority over new rentals, but only where the Owner provides the Foundation and the applicable Neighborhood Association with at least thirty (30) days notice of such lease renewal or extension, and insuring that there is no gap in occupancy. Where the Rental Unit Maximum has already been exceeded in an applicable Neighborhood Association, all such existing leases as of the effective date of this amendment shall continue to be allowed. Further, any renewal or extension of any such existing lease will be grandfathered and approved so long as the Foundation and the applicable Neighborhood Association have received notice of such renewal or extension in accordance with this Section 29 not less than thirty (30) days prior to the date such lease ends, as long as there is no gap in occupancy, and as long as such tenant(s) is still in compliance with this Section 29 and with the provisions of the Foundation and Neighborhood Association governing documents. Notwithstanding the foregoing, where any such Owner intends to rent his or her Unit or Lot to a new tenant or to additional tenants, such new or additional tenants will not be grandfathered in accordance with this Section 29.2, but the Owner will be entitled to rent his or her Unit or Lot to a new or additional tenant(s) for a period not to exceed three (3) years from the recording date of this amendment. Renewals or extensions of any such lease agreement with a new or additional tenant shall only be allowed within that same three (3) year period from the date of recording of this amendment and no further renewals or extensions of such leases or additional leases will be allowed until such time as the number of rented Lots and Units within the Neighborhood Association goes below the Rental Unit Maximum. However, where a Lot or Unit is vacant or otherwise unoccupied by a tenant for more than thirty (30) consecutive days,

no renewals, extensions or new leases will be allowed until such time as the number of rented lots and Units within the Neighborhood Association goes below the Rental Unit Maximum. Further, where an Owner fails to provide the thirty (30) day required notice of any renewal or extension of an existing lease, such Owner will not be entitled to renew or extend such lease until the number of Lots and Units within the Neighborhood Association subject to a rental arrangement goes below the Rental Unit Maximum. Notwithstanding the foregoing, further procedures for determining the priority of rentals in order to preserve the Rental Unit Maximum as identified in this Section 29 may be made by the Board of Directors of the Foundation from time to time, by Resolution thereof, so long as such rules and procedures do not conflict with anything in this Section 29.

Notwithstanding anything to the contrary in this Declaration, should the Foundation or the applicable Neighborhood Association take title to a Lot or Unit via foreclosure, deed in lieu of foreclosure or by any other means, the Foundation or the applicable Neighborhood Association shall freely have the right to rent such Lots and Unit(s) to any third party without regard to any Rental Unit Maximum limitations. Furthermore, the Rental Unit Maximum may be exceeded if the Board of Directors of the Neighborhood Association determines upon good showing an Owner has demonstrated extreme hardship warranting the applicable Neighborhood Association approving the rental of the Lot or Unit for a period not to exceed two (2) years. Such determination as to extreme hardship shall be in the sole and absolute discretion of the Board of Directors of the applicable Neighborhood Association.

Section 29.3. No lease or rental will be approved which will result in the same property being leased more frequently than once in the same twelve (12) month period to be measured from the commencement date of the most recent prior lease. Any activity at the Unit which suggests that the Unit or Lot is being used as a "time share" arrangement is strictly prohibited. Persons, other than the Owner, occupying a Lot or Unit for weekly or daily increments of time of whom are not a family member of the Owner, as that term is defined in Section 29.6 hereof, in exchange for compensation or consideration of any sort shall constitute conclusive evidence of a prohibited "time share" arrangement. Each and every day Owner utilizes the Lot or Unit as a "time share" shall result in violation of the Declaration entitling the Foundation or the applicable Neighborhood Association to all rights and remedies set forth in the Declaration including without limitation the imposition of monetary fines for each violation as well as any and all equitable relief.

Section 29.4. The right of Foundation or the applicable Neighborhood Association to evict tenants, occupants, guests and invitees shall exist with respect to any tenant or person present in any Unit or any portion of the subject property, other than an Owner and the members of his immediate family permanently residing with him in the Unit, if such person shall materially violate any provision of this Declaration, the Articles, or the Bylaws, or any of the applicable Neighborhood Association's governing documents or rules and regulations, shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Subject Property, or shall willfully damage or destroy any Common Areas or personal property of the Foundation or the

applicable Neighborhood Association, or the Owner shall be indebted to the Foundation or the applicable Neighborhood Association for any amounts, including without limitation Assessments, monetary fines for violations, and/or application fees, overdue for a period of thirty (30) days or more. Then, upon written notice by the Foundation or the applicable Neighborhood Association, such person shall be required to immediately leave the Subject Property and if such person does not do so, the Foundation or the applicable Neighborhood Association is authorized to commence an action to evict such tenant or compel the person to leave the Subject Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner or the tenant, and the Foundation or the applicable Neighborhood Association may collect such Assessment and may lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Foundation or the applicable Neighborhood Association. Nothing contained in this provision shall restrict nor supersede the Foundation's or the applicable Neighborhood Association's other such rights and entitlement to take any action against Owner and/or tenant as provided in this Declaration.

Section 29.5. No Lot or Unit may be rented by the Owner until such time as the Owner has had title vested in the Owner's name for a period of at least twelve (12) months. The recordation date of the instrument of conveyance by and through the public records of Palm Beach County, Florida shall be determinative as to when the Owner has had title vested in the Owner's name for purposes of calculating the necessary twelve (12) month period as stated herein. Notwithstanding the foregoing, where the Foundation or the applicable Neighborhood Association takes title to a Lot or Unit as the result of foreclosure, deed in lieu of foreclosure, or otherwise, the Foundation or the applicable Neighborhood Association shall not be governed by this Section 29.5 and shall have the authority to lease such Lot or Unit within the first twelve (12) months of ownership.

Section 29.6. Guests, other than an immediate family member, which shall be defined as an Owner's or Tenant's spouse, parents, siblings, children or grandparents, who are not paying rent to the Owner, shall be prohibited from occupying a Unit without the Owner or Tenant in residence for a period in excess of thirty (30) days in any twelve-month period. Any guest or other occupant who will be occupying a Unit without the Owner or Tenant in residence for a period in excess of thirty (30) days in any twelve-month period shall be considered a tenant and subject to approval by the applicable Neighborhood Association as provided in this section.

Section 29.7. Authority to Enforce Compliance. It shall be the burden of the applicable Neighborhood Association to insure that all Owners and tenants comply with the provisions of this Section 29 relating to the leasing of Units and Lots within Winston Trails. Where an Owner or tenant fails to comply with this Section 29 or with any applicable provision of the Foundation governing documents or the applicable Neighborhood Association governing documents, it shall be the duty of the Neighborhood Association to avail itself of its legal remedies to seek compliance with all such applicable governing documents. Where any Neighborhood Association fails to take such action to

enforce compliance in accordance with this Section 29, the Foundation shall have the authority to take action directly against such Neighborhood Association to compel such Neighborhood Association to enforce compliance with the terms of this Section 29 and with the terms of the applicable Foundation governing documents and Neighborhood Association governing documents. In the alternative, the Foundation shall have the authority, though not the obligation, to proceed directly against the violating Owner and/or tenant in order to compel compliance as further identified in this Section 29. The costs of any such action to enforce compliance against an Owner or tenant shall be borne by the applicable Neighborhood Association, and the applicable Neighborhood Association shall further have the obligation to reimburse the Foundation for any legal fees, costs or other expenses incurred by the Foundation in seeking compliance with the terms of this Section 29.

Section 29.8. Corporate Ownership of Units and Lots. Where a Unit or Lot is owned by a corporation, partnership or other similar entity, such entity must designate a primary occupant(s) of such Unit or Lot, which occupant(s) shall be required to be approved by the applicable Neighborhood Association in accordance with all of the procedures and requirements contained in this Section 29. Further, such approved primary occupant(s) must reside permanently in the Unit or Lot for at least twelve (12) consecutive months before the Owner of said Lot or Unit can rent such Lot or Unit to another occupant in accordance with the provisions of Section 29.5 hereof.