

This Instrument prepared by  
and to be returned to:  
Steven G. Rappaport, Esquire  
Sachs Sax Caplan  
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**CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
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 27 day of October, 2014.

WITNESSES

Paula Rappold  
Signature  
Paula Rappold  
Print Name

Jennifer Modica  
Signature  
Jennifer Modica  
Print Name

**WINSTON TRAILS FOUNDATION, INC.**

By: BRAD BASTIEN  
[Signature], President

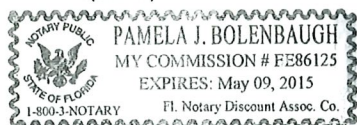
By: Carol Feiner  
Carol Feiner, Secretary

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

The foregoing instrument was acknowledged before me this 27<sup>TH</sup> day of OCTOBER, 2014, by BRAD BASTIEN, as President, and CAROL FEINER, as Secretary, of Winston Trails Foundation, Inc., who are Personally Known ☒ or Produced Identification ☐.

Type of Identification Produced: N/A.

[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 VI of the Declaration of Covenants and Restrictions for Winston Trails ("Declaration") shall be amended by the creation of a new Section 15, entitled "Working Capital Contribution" as follows:**

Section 15. Working Capital Contribution. Upon the conveyance of title of a Lot to any new Owner, the Foundation shall have the authority to charge a working capital contribution upon any such conveyance (including resales). The working capital contribution shall include amounts attributable to the Foundation as well as amounts attributable to the applicable Neighborhood Association in which the Lot is located. The amount of the working capital contribution shall be determined, from time to time, by the Board of Directors of the Foundation, but in no event shall exceed a combined amount of two (2) quarters of assessments payable to both the Foundation and the applicable Neighborhood Association. The working capital contribution shall be due upon the closing of the conveyance of the Lot, and the amount that is attributable to the Neighborhood Association shall be disbursed by the Foundation to the applicable Neighborhood Association upon collection. The working capital contribution shall be the personal obligation of the new Lot Owner and a continuing lien upon the Lot enforceable by the Association pursuant to this Article VI of this Declaration, as amended or renumbered from time to time. Such working capital contribution shall be in addition to all other assessments or other charges imposed or levied by the Association from time to time. The working capital contribution collected pursuant to this Section shall be able to be used for any proper common expense or operating expense of the Foundation or of the applicable Neighborhood Association, as determined by their respective Boards of Directors.

For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title of a Lot by deed or other means of title conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of agreement for deed. Notwithstanding the foregoing, however, the following conveyances shall be exempt from payment of this working capital contribution: (a) an intra-family conveyance made by a Lot Owner to one or more of his or her immediate family members, which immediate family members shall be defined as such Owner's parents, children, grandparents, grandchildren, siblings or spouse; (b) any conveyance between one co-Lot Owner to another co-Lot Owner which person shall be required to have been a co-Lot Owner immediately prior to such conveyance; (c) any conveyance to a trustee or the Lot Owner's spouse, without a change

in occupancy, solely for estate planning or tax purposes; and (d) a conveyance of title to the Association where the Association has taken title pursuant to a final judgment of foreclosure or deed in lieu of foreclosure.

In addition, and notwithstanding the foregoing, where a Neighborhood Association, by virtue of its Neighborhood Declaration, already collects a working capital contribution or other similar charge upon the closing of a Lot or Unit, the Foundation shall only collect a working capital contribution attributable to the Foundation in an amount determined by the Board of Directors from time to time, and not to exceed two (2) quarters of the Foundation assessments. Where the Neighborhood Association collects its own working capital contribution or other similar contribution, the Foundation will not disburse any of its working capital contribution payments to such Neighborhood Association. In the event that such Neighborhood Association amends its documents to no longer require a working capital contribution, or simply no longer collects such working capital contribution pursuant to its own governing documents, then the Foundation, upon timely written notice from the Neighborhood Association, shall have the authority to collect both its own working capital contribution and a capital contribution on behalf of the Neighborhood Association as more specifically identified and defined in Paragraph 1 above.