

Name:

Address:



CFN 20180234130

DR BK 29928 PG 0836
RECORDED 06/15/2018 12:34:19
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pag 0836 - 839 (4pgs)

**CERTIFICATE OF AMENDMENTS
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR
WINSTON TRAILS**

THESE AMENDMENTS to the DECLARATION OF COVENANTS AND RESTRICTIONS ("DECLARATION") FOR WINSTON TRAILS are made this 12 day of June, 2018, by the Board of Directors of the WINSTON TRAILS FOUNDATION, INC. (the "ASSOCIATION") and its Voting Members pursuant to the terms of the DECLARATION which has been duly recorded in the Public Records of Palm Beach County, Florida on July 30, 1993 at Official Record Book 7820, Page 281, et. seq., and as same has been amended from time to time.

WHEREAS, pursuant to Article III, Section 8 of the ASSOCIATION'S By-Laws and Section 617.0701(4), Florida Statutes, the following amendments were adopted by the ASSOCIATION'S Board of Directors and by not less than that percentage of the Voting Members required by the ASSOCIATION'S DECLARATION, granting their consent to take action without a meeting of the Members, and voting on the Proposed Amendments to the DECLARATION as are set forth herein; and,

WHEREAS, the Amendments set forth herein do not impair or prejudice the rights and priorities of lienors or mortgagees;

NOW THEREFORE, the undersigned hereby certifies that the amendments attached hereto as Exhibit "A" are a true and correct copy of the amendments as amended by the ASSOCIATION:

Except as amended herein, all other terms and conditions of the DECLARATION and Governing Documents, including Rules and Regulations, shall remain unchanged and in full force and effect according to their terms.

These Amendments have been adopted by the ASSOCIATION'S Board of Directors and Voting Members, as authorized by its DECLARATION.

IN WITNESS WHEREOF, the ASSOCIATION'S Board of Directors has caused these AMENDMENTS TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WINSTON TRAILS ("DECLARATION"), to be executed by a duly authorized officer this 12 day of June, 2018.

WINSTON TRAILS FOUNDATION, INC.

By: [Signature]
Title: President

Paula Rappold
Witness Signature
Paula Rappold
Printed Name

Kaylee Chicca
Witness Signature
Kaylee Chicca
Printed Name

STATE OF FLORIDA)
COUNTY OF Palm Beach)

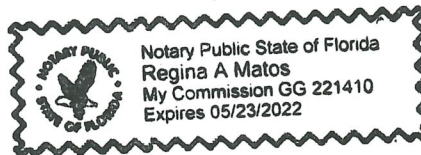
The foregoing instrument was executed before me this 12th day of June, 2018 by Jackie Witt as President of WINSTON TRAILS FOUNDATION, INC., who, upon being duly sworn, acknowledged to me that (s)he signed the foregoing document and was personally known to me or produced a drivers' license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 12th day of June, 2018.

Regina A Matos
NOTARY PUBLIC

My commission expires: 5/23/22

This Instrument Prepared by and Return to:
Michael E. Chapnick, Esq.
Siegfried Rivera Hyman Lerner De La Torre
Mars & Sobel, P.A.
1655 Palm Beach Lakes Boulevard
Suite C-500
West Palm Beach, Florida 33401
(561) 296-5444



**DECLARATION OF COVENANTS AND RESTRICTIONS Recorded at
Official Record Book 7820, Page 281,
in the Public Records of Palm Beach County, Florida**

Exhibit "A"
Declaration of Covenants and Restrictions for Winston Trails
Proposed Amendment Language

(Additions indicated by underlining; deletions indicated by ~~strikethroughs~~)

- I. Proposed amendment to Article VIII, Section 29 of the Declaration of Covenants and Restrictions for Winston Trails (the "Declaration").

Section 29. Rental and Leasing. 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 a deposit in an amount to be determined by the Board of Directors from time to time ~~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) or for such other purposes related to the lease of the Lot and/or Unit as are deemed necessary and appropriate by the Board of Directors in its sole discretion. 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.

II. Proposed amendment to Article VIII, Section 29.8 of the Declaration of Covenants and Restrictions for Winston Trails (the "Declaration").

Section 29.8. Corporate Ownership of Units and Lots; Corporate Rental. 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. No Lot or Unit may be rented in the name of a corporation or other artificial entity, but must be rented in the name of a natural person(s), designated as the "primary occupant(s)," which person(s) must be approved by the applicable Neighborhood Association in accordance with all of the procedures and requirements contained within this Section 29.