

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.

Item 1: Article VI of the Declaration of Covenants and Restrictions for Winston Trails entitled "Working Capital Contribution" ("Declaration") as previously amended in Amendment to the Declaration of Covenants and Restrictions for Winston Trails dated October 27, 2014 recorded in the public records of Palm Beach County, Florida at Official Records Book 27144, Page 1021, is hereby replaced in its entirety with the following:

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 Foundation's working capital contribution shall be determined, from time to time, ~~and not to exceed two quarters of the Foundation assessments~~, by the Board of Directors of the Foundation, which upon adoption of this Amendment shall initially be set at four (4) quarters of Foundation assessments payable to both the Foundation and the applicable Neighborhood Association, subject to future adjustment by a majority vote of the Board of Directors of the Foundation. 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 Foundation 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 Foundation 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 which upon adoption of this Amendment shall be four (4) quarters of Foundation assessments subject to future adjustment by a majority vote of the Board of Directors. 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.~~

[signature, witnesses, and notary on following page]

IN WITNESS WHEREOF, WINSTON TRAILS FOUNDATION, INC. has caused this instrument to be executed in its name as of the day and year first above written.

Signed, sealed and delivered

WINSTON TRAILS FOUNDATION, INC.

Witnesses:

Signature: Shelly Cheresko

Printed Name: Shelly Cheresko

Signature: Tara Santaite

Printed Name: Tara Santaite

By: Jackie Witt

Print: Jackie Witt

Title: President

Dated: 9/25/23

STATE OF FLORIDA

COUNTY OF PALM BEACH

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)ss:
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I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jackie Witt, to me known to be the persons described in or who have produced DL as identification and by way of physical presence [☒] or online notarization [☐] who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of September, 2023.

Notary Public

Sign: [Signature]

Print: Rachel Rappaport

My Commission Expires:

