

**AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
FAIRWAY VILLAGE**

WHEREAS, the Fairway Village at Winston Trails Homeowners Association, Inc. (sometimes herein referred to as the "Association") originally caused to be filed the Declaration of Covenants, Restrictions and Easements for Fairway Village originally recorded at Official Records Book 7824 Page 1399, et. seq. of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, the Association, through a vote of its members, desires to further amend said Declaration of Covenants, Restrictions and Easements for Fairway Village in order to provide for the preservation of the values and amenities thus established;

WHEREAS, pursuant to Section 15.05 of the Declaration of Covenants, Restrictions and Easements for Fairway Village, the Association hereby further amends the Declaration of Covenants, Restrictions and Easements for Fairway Village along with any existing amendments related there as follows:

The Declaration of Covenants, Restrictions and Easements for Fairway Village (hereinafter collectively referred to as the "Covenants") shall be further amended as follows (Additions indicated by "underlining"; deletions by "~~strikethrough~~" and are numerically categorized by general topic). To the extent an Article or a Section is not referenced herein, such Article and/or Section are unaltered by virtue of this amendment with the exception of sequencing of lettered and/or numbered paragraphs, however, to the extent any such language contained in this amendment conflicts or contradicts any terms in any other provisions of the Covenants or any other previous amendment(s) the terms herein shall supersede, take priority over, and control in all respects:

**Amendment to the Declaration of Covenants, Restrictions and Easements
for Fairway Village**

Item 1: ARTICLE 7

Section 7.03. Subordination of the Lien to Institutional Mortgages. Anything herein to the contrary notwithstanding, the lien securing Assessments provided for in this Declaration shall be subordinate to the lien of any Institutional Mortgage, which is arms-length, made in good faith and not intended to avoid said lien, and recorded prior to the date on which a Notice of Lien is recorded. The sale or transfer of any Lot shall not affect the Assessment Lien. However, the sale or transfer of any Lot pursuant to foreclosure of such Institutional Mortgage or deed in lieu thereof (if such Institutional Mortgage was recorded prior to the recording of a Notice of Lien) shall extinguish the Assessment Lien as to installments and other sums which became due prior to such sale or transfer only in the event such Institutional Mortgagee or its assignees becomes the successful high bidder at the foreclosure sale and record owner of the property by way of certificate of title to be issued by the Clerk of Court. Notwithstanding anything to the contrary such Institutional Mortgagee and/or its assigns shall continue to be liable to the Association for the "safe harbor" payment as set forth in Fla. Stat. §720.3085(2)(c), as amended. Furthermore, any third party purchaser at any such mortgage foreclosure sale, not including and aside from the First Mortgagee or its assignee, shall take title to a Lot subject to all outstanding unpaid Assessments due the Association including without limitation those unpaid Assessments accruing prior to the issuance of the Certificate of Title from a mortgage foreclosure sale. ~~Such sale or transfer shall also extinguish the personal liability for such Assessments as to such transferees; provided, however, n~~No sale or transfer shall relieve such Lot from liability for any installments of Assessments thereafter becoming due or from the lien thereof.

[signatures, witnesses and notary on following page]

