

**AMENDMENT TO THE  
NEIGHBORHOOD COVENANTS FOR  
PRAIRIE DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.**

WHEREAS, the Prairie Dunes Village Neighborhood Association, Inc. (sometimes herein referred to as the "Association") originally caused to be filed the Neighborhood Covenants for Prairie Dunes Village Neighborhood Association dated October 24, 2000 recorded at Official Records Book 12097 Page 596, et. seq. of the Public Records of Palm Beach County, Florida.

WHEREAS, the Association, through a vote of its Owners, desires to further amend said the Neighborhood Covenants for Prairie Dunes Village Neighborhood Association, Inc. and any amendments related thereto in order to provide for the preservation of the values and amenities thus established;

WHEREAS, the Neighborhood Covenants for Prairie Dunes Village Neighborhood Association, Inc. (hereinafter collectively referred to as the "Neighborhood Covenants") shall be 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 Neighborhood Covenants, the Bylaws, or any other previous amendment(s) the terms herein shall supersede, take priority over, and control in all respects:

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**Item 1:** Article VIII of the Neighborhood Covenants for Prairie Dunes Village Neighborhood Association, Inc. entitled "**RESALE, LEASE AND OCCUPANCY RESTRICTIONS**" shall be amended as follows:

Section 1. [this Section remains unaltered]

Section 2. Leases. No portion of a Lot and Unit (other than an entire Lot and Unit) may be rented. All leases shall be in writing, be approved by the Association and shall provide that the Association shall have the right to terminate the lease in the name of and as agent of the lessor upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, the Foundation Covenants or other applicable provisions of any agreement, documents or instrument governing the Properties or administered by the Association or the Foundation. Leasing of Lots and Units shall also be subject to the prior written approval of the Association, which approval shall not be

unreasonably withheld. No lease shall be approved for a term less than any minimum term set by the Association through a resolution of its Board of Directors, as long as such term is not less than six (6) months. Owners wishing to lease their Lots and Units may be required by the Board of Directors to place in escrow with the Association the sum of up to \$1,000.00 which may be used by the Association to repair any damage to the Common Areas or other portions of The Properties or Winston Trails resulting from acts or omissions of tenants (as determined in the sole discretion of the Association or the Foundation, as applicable). The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administration charge not the exceed \$50.00, shall be returned to the Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out. Prior to the approval of any prospective lease, every Owner shall be required to submit a contract/service agreement as between the Owner and a licensed and insured landscape contractor for the purpose of maintaining the landscaping at the Lot in a manner and condition reasonably acceptable to the Association.

Notwithstanding anything to the contrary in this Article or the Neighborhood Covenants, leased or rented Lots shall not, at any time, exceed three percent (3.00%) of the total number of Lots in the Association, provided, however, a Lot owned or leased by the Association or by Winston Trails Foundation, Inc. shall not be included in the total number of Lots in the Association for the purpose of calculating the three percent (3.00%) limitation on leases or rentals within the Association, and neither the Association nor Winston Trails Foundation, Inc. shall be subject to such leasing limitation or restriction. The Association or a designee or agent thereof shall maintain a waiting list(s) of Owners desiring to lease.

The lease of a Lot owned by the Owner of the Lot as of the effective date of this amendment or any immediate family member of such record Owner who subsequently obtains title to the Lot by devise or inheritance, shall be exempt from the above three percent (3.00%) limitation on leases or rentals within the Association, shall not be subject to any wait list and the Owner shall be permitted to lease the Lot for as long as such Owner owns the Lot. Upon the sale or conveyance of the Lot to a third party such Lot shall immediately become subject to the three percent (3.00%) rental limitation as stated above. Notwithstanding anything to the contrary, the following shall not constitute a conveyance of the Lot: i) where title was conveyed by a current Owner to a trust for estate or tax planning purposes, as determined by the Association, and the Owner is the trustee or beneficiary of the trust and the Owner occupies the Lot, ii) where title was conveyed by a current Owner to an immediate family member of the Owner by devise or inheritance (an "immediate family member" of an Owner, for purposes hereunder, shall be defined as the spouse, parent, grandparent, child, brother or sister of the Owner or the parent, grandparent, child, brother or sister of the Owner's spouse), iii) where title was conveyed to the Association through the foreclosure of the Association's lien or by deed in lieu of foreclosure to the Association, or iv) where title is conveyed to the Association for any other reason. Additionally, if an Owner acquires title to a Lot that is subject to a lease, the subject lease may continue for the remainder of its unexpired term but in no case longer than twelve (12) months and the lessee must vacate the Lot upon the expiration

of the remaining lease term if the rental of the Lot shall result in exceeding the three percent (3.00%) limitation on leases or rentals at the Association.

The extension or renewal of a lease shall be considered a new lease subject to the approval of the Association as pertaining to renewals of leases as established by the Association. Additionally, if a Lot is being leased and the Association approves a subsequent new lease of the Lot (with the same or different lessee(s)) within, the new lease shall be exempt from the above three percent (3.00%) limitation and shall not be subject to any waiting list provided the Owner of the Lot as of the effective date of this amendment is the same or falls within one of the exceptions as set forth in items i) – iv) as set forth herein.

Section 3. [this Section remains unaltered]

IN WITNESS WHEREOF, the Association has caused this Amendment to the Neighborhood Covenants for Prairie Dunes Village Neighborhood Association, Inc. to be duly executed and its corporate seal to be hereunto affixed this 24<sup>th</sup> day February, 2021.

Prairie Dunes Village Neighborhood Association, Inc., a Florida not for profit corporation

Signed, Sealed & Delivered in the presence of:

*Shelly Elms*

*Kayla Chico*

By: *Michael R. Terdoest*

Print: MICHAEL R. TERDOEST

Title: PRESIDENT

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

The Amendment to the Neighborhood Covenants for Prairie Dunes Village Neighborhood Association, Inc. was acknowledged before me this day of 24<sup>th</sup> Feb 2021 by Michael Terdoest of Prairie Dunes Village Neighborhood Association, Inc. who is personally known to me or produced Drivers License as identification

My Commission Expires:



*Regina A Matos*  
NOTARY PUBLIC