

CERTIFICATE OF FILING of ADDENDUM TO DELEGATION, MAINTENANCE & USE AGREEMENT BETWEEN WINSTON TRAILS FOUNDATION, LAKE NONA VILLAGE NEIGHBORHOOD ASSOCIATION, INC. AND THE GREENS NEIGHBORHOOD ASSOCIATION, INC.

WHEREAS, WINSTON TRAILS FOUNDATION, LAKE NONA VILLAGE NEIGHBORHOOD ASSOCIATION, INC. AND THE GREENS NEIGHBORHOOD ASSOCIATION, INC. are Florida corporations not-for-profit as filed with Florida's Division of Corporations Secretary of State; and

WHEREAS, the Board of Directors of WINSTON TRAILS FOUNDATION, LAKE NONA VILLAGE NEIGHBORHOOD ASSOCIATION, INC. and THE GREENS NEIGHBORHOOD ASSOCIATION, INC. authorized the entering into that certain attached ADDENDUM TO DELEGATION, MAINTENANCE & USE AGREEMENT for the Associations for the purpose of promoting the health, safety, and welfare of the residents; and

IT IS HEREBY RESOLVED, that at by direction of each of the Associations that certain ADDENDUM TO DELEGATION, MAINTENANCE & USE AGREEMENT be recorded upon and in the public records of Palm Beach County, Florida.

IN WITNESS WHEREOF, WINSTON TRAILS FOUNDATION, LAKE NONA VILLAGE NEIGHBORHOOD ASSOCIATION, INC. and THE GREENS NEIGHBORHOOD ASSOCIATION, INC. authorized the undersigned to cause this Certificate, to be executed this 21 day of October, 2021.

Signed, sealed and delivered in the presence of:

SJW Law Group, PLLC

Alli Weatherspoon
WITNESS #1, SIGN NAME

By: [Signature]

Allison Weatherspoon
WITNESS #1, PRINT NAME

Print: Scott Workman

Danielle B.
WITNESS #2, SIGN NAME

Title: Attorney

Danielle King
WITNESS #2, PRINT NAME

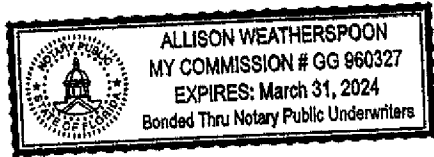
[notary on following page]

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

The foregoing CERTIFICATE OF FILING of ADDENDUM TO DELEGATION, MAINTENANCE & USE AGREEMENT BETWEEN WINSTON TRAILS FOUNDATION, LAKE NONA VILLAGE NEIGHBORHOOD ASSOCIATION, INC. AND THE GREENS NEIGHBORHOOD ASSOCIATION, INC. was acknowledged before me this 21 day of October, 2021 by Scott J. Wortman, Esq. as attorney.

My Commission Expires:

Alli Weatherspoon
NOTARY PUBLIC
State of Florida



**ADDENDUM TO "DELEGATION, MAINTENANCE, & USE AGREEMENT BETWEEN
WINSTON TRAILS FOUNDATION, INC. AND LAKE NONA VILLAGE
NEIGHBORHOOD ASSOCIATION, INC. AND THE GREENS NEIGHBORHOOD
ASSOCIATION, INC."**

This Addendum entered into (hereinafter the "Addendum") by and between Winston Trails Foundation, Inc. (hereinafter referred to as the "Foundation"), Lake Nona Village Neighborhood Association, Inc. (hereinafter referred to as "Lake Nona"), and The Greens Neighborhood Association, Inc. (hereinafter referred to as the "The Greens"). The Foundation, Lake Nona, and The Greens are sometimes collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the Parties have entered into a "DELEGATION, MAINTENANCE, & USE AGREEMENT" dated October 22, 2021 involving that certain pool and pool facilities located in Tract B, Winston Trails Parcel 11, Phase 2 (hereinafter referred to as the "Property") hereinafter referred to as the "Agreement"; and

WHEREAS, the Parties agree to amend the Agreement in the manner set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Agreement, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows.

1. **LAKE NONA.** Lake Nona's rights and obligations as set forth in the Agreement having been previously terminated by way of mutual agreement of the Parties and Lake Nona is not a party to the Agreement nor shall its residents have any rights, exclusive or otherwise, to utilize the pool facilities nor shall Lake Nona have any maintenance or other financial obligations as involving the pool facilities, past, present, or future, or any other commitment as originally set forth in the Agreement.
2. **TERM OF AGREEMENT.** The term of the Agreement as between Winston Trails and The Greens is hereby extended for another period of five (5) years commencing October 22, 2021.
3. **TOT LOT.** The Tot Lot no longer exists and has been converted to certain exercise stations to be maintained and improved as necessary and to be determined by Winston Trails. Such exercise stations are for the usage of all The Foundation's residents and The Greens' residents shall not have the exclusive usage of such exercise stations.
4. **CONTRACT STILL IN EFFECT.** The Parties agree that the Agreement and all of its terms and conditions, not otherwise modified herein, shall remain in full force and effect.

5. **PRIORITY.** Should any of the modifications made herein conflict with the terms of the Agreement, the language contained herein shall supersede and take precedent over the language, terms, conditions set forth in the Agreement.
6. **COUNTERPART.** This Addendum may be executed in one or more counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement.
7. **RECORDATION.** The Parties agree that this Addendum may be recorded in the public records of Palm Beach County, Florida.
8. **ATTORNEYS FEES; VENUE; GOVERNING LAW.** In the event of any litigation arising out of the Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including all pre-litigation and appellate attorneys' fees and costs. Any dispute or controversy arising hereunder shall be brought and venued in the civil courts of Palm Beach County, Florida and shall be governed by the laws of the State of Florida.
9. **BURDEN AND BENEFIT.** The Agreement and this Addendum is binding upon and inures to the benefit of the Parties hereto and their respective representatives, successors, and assigns.
10. **PREPARER OF DOCUMENT.** The Parties acknowledge and agree that the law firm of SJW Law Group, PLLC prepared this Addendum as a mutual accommodation of the Parties and each party has been advised and had the opportunity to consult the advice of independent counsel of its choosing for the purpose of the review and negotiation of the terms set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date set forth below.

WINSTON TRAILS FOUNDATION, INC.

By: Jackie Witt

Dated: 10-12-21

Print: Jackie Witt

Title: President

THE GREENS NEIGHBORHOOD ASSOCIATION, INC.

By: S. J. Herard

Dated: 9/29/21

Print: S. J. Herard

Title: President

LAKE NONA VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

By: Todd Detrick

Dated: 10/7/21

Print: Todd Detrick

Title: _____