

**FOURTH AMENDMENT TO THE
NEIGHBORHOOD COVENANTS FOR WEDGEWOOD VILLAGE PROPERTY
OWNERS' ASSOCIATION, INC.**

WHEREAS, the Wedgewood Village Property Owners Association, Inc. (sometimes herein referred to as the "Association") originally caused to be filed the Neighborhood Covenants for Wedgewood Village originally recorded at Official Records Book 8888 Page 688, et. seq. of the Public Records of Palm Beach County, Florida amended with such first amendment recorded at Official Records Book 11797 Page 210, et. seq., of the Public Records of Palm Beach County, Florida further amended with such second amendment recorded at Official Records Book 24778 Page 1304, et. seq. of the Public Records of Palm Beach County, Florida and third amendment recorded at Official Records Book 31610, Page 731, et. seq. of the Public Records of Palm Beach County, Florida.

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

WHEREAS, pursuant to Article XI Section 5 of the Neighborhood Covenants for Wedgewood Village, the Association hereby further amends the Neighborhood Covenants for Wedgewood Village and any existing amendments related there as follows:

The Neighborhood Covenants for Wedgewood 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:

[continued on next page]

Fourth Amendment to the Neighborhood Covenants for Wedgewood Village

Item 1: Article V, Section 9 of the Neighborhood Covenants for Wedgewood Village ("Neighborhood Covenants") entitled "Subordination of the Lien" shall be amended as follows:

Section 8. Subordination of the Lien. The lien of the assessments provided for in this Article shall be subordinate to real property tax liens and the lien of any first mortgage (recorded prior to recordation by the Association of a claim of lien) held by an institutional mortgage lender or otherwise insured, made or held by FHA, VA, FNMA or FHLMC and which is now or hereafter placed upon any property subject to assessment; provided, however, at any such mortgage lender when in possession or any receiver, and in the event of a foreclosure, ~~any purchaser at a foreclosure sale, and any such mortgage lender acquiring title to Lot as a result of such foreclosure or through a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender,~~ shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure) as well as and in addition to 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 institutional lender, shall take title to a Lot/property subject to all outstanding unpaid Assessments due the Association including without limitation those unpaid Assessments accruing prior to the mortgage foreclosure sale. The lien of assessments shall also be subject to the liens of the assessments for the Foundation, the overall priority of liens being: tax liens, first mortgage liens, Foundation liens and then the lien created herein. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against any and all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Item 2: Article VII, Section 9 of the Declaration of Covenants and Restrictions for Winston Trails ("Declaration") entitled "Pets, Livestock and Poultry" shall be amended as follows:

Section 9. Pets, Livestock and Poultry. No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Lot except no more than two (2) household pets may be kept on a Residential Lot, provided they are not kept, bred or maintained for any commercial purpose and provided that they do not become a nuisance or annoyance to any neighbor by reason of barking or otherwise. No dogs or other household pets shall be permitted to have excretions on any Common Areas, except areas designated by the Association, and Owners shall be responsible to clean-up any such improper excretions. For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by the Association, if any. Pets shall be subject to all applicable rules. Nothing contained herein shall prohibit the keeping of fish or domestic (household type) birds, as long as the latter are kept indoors and do not become a source of annoyance to neighbors. Where any dog or other animal has been deemed dangerous by any County Animal Control authority, or is assigned any other similar or comparable designation

or by any other local or applicable State agency or by a Court of competent jurisdiction, such animal can be considered a nuisance to the community pursuant to the Neighborhood Covenants, and the Association may seek to require the Owner or tenant, as the case may be, remove the animal from the Properties on a permanent basis. Any such animal deemed to be a nuisance pursuant to this Section can entitle the Association, if it so determines, to direct that the animal not be allowed to reside or occupy any home within the Association as may be determined by the Association from time to time.

Item 3: Article VII of the Neighborhood Covenants shall be amended by the creation of a new Section 26, entitled "Prohibition on Use of Parcel as Congregant Living Facility" as follows:

Section 26. Prohibition on Use of Parcel as Congregant Living Facility. Use of a Parcel as a Congregant Living Facility, as defined below, is prohibited. The term "Congregant Living Facility" is defined as assisted living facilities, sober homes, drug treatment facilities, extended congregant care facilities, transitional living facilities, community residential homes, community transitional residences, rehabilitative home care services, boarding home, or home for the aged or any other residential structure, whether or not operated for profit, care, housing, food service, and one or more personal services for persons not related to the owner or administrator by blood or marriage which shall include "domestic partnerships" as well as "civil unions". In addition, this term shall include other residential uses, such as dormitories, group homes with a central dining facility, and similar bed-based uses.

[signatures, witnesses and notary on following page]

