

WINSTON TRAILS FOUNDATION, INC.

RESOLUTION OF BOARD OF DIRECTORS REGULATING HURRICANE SHUTTERS  
IN WINSTON TRAILS

THIS RESOLUTION is made this 11th day of November 2004 by Winston Trails Foundation, Inc. (the "Foundation"), to wit:

WHEREAS, the Foundation is a Florida not for profit corporation and is the entity responsible for the operation and management of the Winston Trails planned residential community, in Lake Worth, Florida ("Winston Trails");

WHEREAS, Winston Trails and the Foundation are governed by the recorded Declaration of Covenants and Restrictions for Winston Trails ("Declaration"), recorded in Official Records Book 7820, Page 281, et seq., public records of Palm Beach County, Florida;

WHEREAS, the Declaration and the Bylaws governing the Foundation authorize the Board of Directors of the Foundation to promulgate rules and regulations governing the use, management and control of the Properties, including the Units in Winston Trails;

WHEREAS, the Declaration imposes specific prohibitions, restrictions and limitations on owners' rights to and maintenance of the Improvements on their lots;

WHEREAS, residents of Winston Trails have expressed their intentions of installing hurricane shutters on their Units prior to leaving the community during the Summer months, and leaving the shutters up on their Units during the time they are away from Winston Trails;

WHEREAS, the Declaration requires that each Owner maintain his/her Unit in a manner consistent with the general appearance of the Properties and that is neat and attractive;

WHEREAS, the Board is concerned about the esthetic impact and possible security concerns posed by homes on which shutters have been installed for a continuous, longer-term period of time;

WHEREAS, the Board of Directors finds that the regulation of time periods in which Owners may install and remove hurricane shutters from their homes in Winston Trails will promote and preserve the esthetic and architectural values in the community, and will enhance and preserve the safety and welfare of the residents of Winston Trails; and,

WHEREAS, the Board of Directors met on November 9, 2004, at a duly called and noticed meeting of the Board at which a quorum was present, and discussed the foregoing issues and findings and



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 OR BK 22555 PG 0588  
 RECORDED 04/04/2008 15:59:28  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 0588 - 590; (3pgs)

This instrument prepared by:  
 Theresa M. Lemme, Esq.  
 ST. JOHN, CORE & LEMME, P.A.  
 1601 Forum Place, Suite 701  
 West Palm Beach, Florida 33401  
 (561) 655-8994

**CERTIFICATE OF AMENDMENT TO THE  
 DECLARATION OF COVENANTS AND RESTRICTIONS  
 FOR WINSTON TRAILS FOUNDATION, INC.**

I HEREBY CERTIFY that the Amendment attached as Exhibit "A" to this Certificate was duly adopted as an Amendment to the Declaration of Covenants and Restrictions for Winston Trails governing Winston Trails Foundation, Inc., pursuant to the recorded Declaration of Covenants and Restrictions of Winston Trails and Section 617.0701, Florida Statutes. The Declaration of Covenants and Restrictions for Winston Trails is recorded in Official Records Book 7820, Page 281, et seq., of the public records of Palm Beach County, Florida. Written consent to the Amendment was given in accordance with Florida Statute 617.0701(4).

DATED this 14<sup>th</sup> day of March, 2008.

WITNESSES:

Paula Razzold  
 Signature

Joseph R. Brey  
 Signature

WINSTON TRAILS FOUNDATION, INC.

BY: [Signature]  
 Harold Hiller, President

Attest: [Signature]  
 Bert Reiff, Secretary

STATE OF FLORIDA                    )  
 COUNTY OF PALM BEACH         )

BEFORE ME personally appeared Harold Hiller, President and Bert Reiff, Secretary of Winston Trails Foundation, Inc., who are personally known to me or who have produced \_\_\_\_\_ as identification and who did take an oath, to be the individuals who executed the foregoing instrument and acknowledged to and before me that he executed such instrument as President and Secretary of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 14<sup>th</sup> day of March, 2008.



J. MARTELLI  
 MY COMMISSION # DD 435603  
 EXPIRES: June 4, 2009  
 Bonded Thru Budget Notary Services

[Signature]  
 Notary Public, State of Florida at Large  
 My Commission Expires:

The original Declaration is recorded in Official Records Book 7820, Page 281, of the Public Records of Palm Beach County, Florida.

[Added language is underlined and deleted language is ~~struck through~~.]

**The Declaration is amended as follows:**

Article VI, Section 8. of the Declaration shall be amended to read as follows:

Section 8. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Foundation. If the installments of an Assessment are not paid on the dates when due (being the dates specified herein), then such installments shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the appropriate Lot, which shall bind such Lot in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 8 of this Article, the personal obligation of the then Owner to pay such Assessment shall pass to his successors in interest and recourse may be had against either or both.

If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the Foundation, the next twelve (12) months' of installments may be accelerated and become immediately due and payable in full. All sums due shall bear interest from the dates when due until paid at the rate of six percent (6%) per annum. The Foundation may bring an action at law against the Owner(s) personally obligated to pay the same and/or may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the Assessments and late charges are unpaid, or may foreclose the lien against the Lot on which the Assessments and late charges are unpaid, or pursue one or more of such remedies at the same time or successively. Attorneys' fees and costs of preparing and filing the claim of lien and the complaint (if any) in such action, and in prosecuting same, shall be added to the amount of such Assessments, interest and late charges. In the event of judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred in the applicable action together with the costs of the action, and the Foundation shall be entitled to attorneys' fees in connection with any appeal of any such action.

In the case of acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that is any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget or a Reconstruction Assessment or Capital Improvement Assessment, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due and payable by reason of such an increase and additional Assessments against such Lot shall be levied by the Association for such purpose.

In addition to the rights of collection of Assessments stated in this Section, any and all persons acquiring the title to or the interest in a Lot as to which the Assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the First Mortgagees and purchasers contemplated by Section 8 of this Article.

Unless delegated to a Neighborhood Association, it shall be the legal duty and responsibility of the Foundation to collection Assessments and enforce payment of the Assessments hereunder. The Foundation shall have the right upon thirty (30) days written notice to require a Neighborhood Association to collect Assessments, remit payment for Assessments or enforce payment of the Assessments on behalf of the Foundation. In the event the Neighborhood Association is designated by the Foundation as the entity responsible for the collection, remittance and enforcement of payment of Assessments on behalf of the Foundation, then such Neighborhood Association shall be responsible for payment of such Assessments owing to the Foundation for all Lots in said Neighborhood Association. This duty shall exist regardless of whether or not an Owner has made payment to the Neighborhood Association of any such Assessment. Failure of a collecting entity to send or deliver bills or notices of Assessments shall not, however, relieve Owners from their obligations hereunder.

All Assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the Foundation. The Foundation shall have such other remedies for collection and enforcement of Assessments as may be permitted by applicable law. All remedies are intended to be and shall be cumulative.

Owners shall be obligated to deliver a copy of this Declaration and any other declarations and documents encumbering their Lot or Unit, to any grantee of such Owners.

Robert J. Stone ✓  
62850 Medinah Circle  
Lake Worth, Fl. 33467

J. 14-1997 9:55am 97-261163  
ORB 9903 Pg 354

FIRST AMENDMENT TO  
DECLARATION OF NEIGHBORHOOD COVENANTS  
FOR  
BARTON CREEK VILLAGE

THE FIRST AMENDMENT is made as of July 22, 1997 by JAMES J. O'BRIEN, AS SUCCESSOR TRUSTEE UNDER LAND TRUST AGREEMENT DATED MARCH 8, 1989 ("Declarant") and WESTBROOKE AT WINSTON TRAILS, INC., a Florida corporation ("Developer").

WHEREAS, Declarant and Developer have executed and recorded the Declaration of Neighborhood Covenants for Barton Creek Village in Official Records Book 9041 at Page 1801, of the Public Records of Palm Beach County, Florida ("Declaration"); and

WHEREAS, Article XIII of the Declaration provides for amending the Declaration by approval of Owners representing two-thirds of the votes in the Association and Developer and Declarant own more than two-thirds of the lots in Barton Creek; and


WHEREAS, Developer and Declarant have approved amending Article VI, Section 2 of the Declaration, as set forth below.

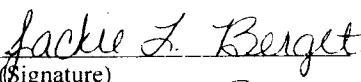
NOW, THEREFORE, Developer hereby makes this First Amendment to the Declaration and hereby declares that Article VI, Section 2 of the Declaration is hereby amended to read as follows:

**"Section 2 Front Yard Maintenance:** Each owner shall maintain the yard of each lot in a neat, orderly and attractive manner and consistent with the general appearance of The Properties as a whole."

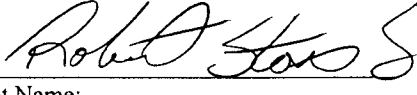
IN WITNESS WHEREOF, Developer and Declarant has executed this First Amendment on the date first above written.

WITNESS:

  
(Signature)  
Danina K. Adona  
(Print Name)

  
(Signature)  
Jackie L. Berget  
(Print Name)

WESTBROOKE AT WINSTON TRAILS, INC., a Florida corporation

By:   
Print Name: \_\_\_\_\_  
Title: **ROBERT STONE, SR.**  
**SENIOR VICE PRESIDENT**

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

BEFORE ME personally appeared Robert J. Stone, as Senior Vice President of WESTBROOKE AT WINSTON TRAILS, INC., a Florida corporation, to me well known and