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Prepared by and Return To:

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(Space Reserved for Clerk of Court)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VILLAGE ON THE GREENS AT WINSTON TRAILS
AND THE ARTICLES OF INCORPORATION AND BY-LAWS FOR
VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Village on the Greens at Winston Trails, as amended from time to time, was duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 8267 at Page 327 (the "Initial Declaration"); and

WHEREAS, the Articles of Incorporation and By-Laws for Village on the Greens at Winston Trails Homeowners Association, Inc., are attached as Exhibits thereto (the "Initial Bylaws" and "Initial Articles," respectively); and

WHEREAS, at a duly called and noticed meeting of the Board of Directors of Village on the Greens at Winston Trails Homeowners Association, Inc., a Florida not-for-profit corporation, held on April 25, 2013, the Board confirmed the requisite membership vote was obtained via written consent in lieu of a meeting to amend the aforementioned Initial Declaration Initial Bylaws, and Initial Articles and thereafter that all other requirements to amend the aforesaid Initial Declaration, Initial Articles, and Initial Bylaws were fulfilled, including and not limited to, all mortgagees of any single family homes have consented to amend the aforementioned Initial Declaration, Initial Articles, and Initial Bylaws pursuant to Section 13 of said Initial Declaration, the records of which are maintained by the Association; and

WHEREAS, it is the intent of the Association to confirm that upon foreclosure by any mortgagee of record whose mortgage was recorded prior to the recording date as set out hereon, such mortgagee(s) shall continue to have such rights as set out in the Initial Declaration, Initial Articles, and Initial Bylaws; and

WHEREAS, it is the intent of the Association to confirm that, upon foreclosure by any mortgagee of record whose mortgage was recorded after the recording date as set out hereon, such mortgagee(s) shall have such rights as set out in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Village on the Greens at Winston Trails, Amended and Restated Bylaws, and the Amended and Restated Articles of Incorporation all of which are attached hereto.

NOW THEREFORE, the undersigned hereby certify that the following Amended and Restated Declaration of Covenants, Conditions and Restrictions for Village on the Greens at Winston Trails, and the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws for Village on the Greens at Winston Trails Homeowners Association, Inc. are a true and correct copy of the Amended and Restated Declaration of Covenants, Amended and Restated Articles of Incorporation, and Amended

and Restated Bylaws adopted by the Board at the above-referenced meeting of the Board of Directors, and that the attached Amended and Restated Declaration of Covenants, Amended and Restated Articles of Incorporation and Amended and Restated Bylaws replaces the original Declaration of Covenants, Articles of Incorporation and Bylaws recorded at the Official Records Book and Page identified above. All of the exhibits to the original recorded Declaration of Covenants, Articles of Incorporation and Bylaws which are otherwise referenced in or attached to the attached Amended and Restated Declaration of Covenants, Amended and Restated Articles of Incorporation, and Amended and Restated Bylaws remain intact and unchanged and are hereby incorporated by reference herein as if attached hereto and made a part hereof.

**SEE ATTACHED
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VILLAGE ON THE GREENS AT WINSTON TRAILS AND THE
AMENDED AND RESTATED ARTICLES OF INCORPORATION
AND AMENDED AND RESTATED BY-LAWS FOR
VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC.**

.....
WITNESS my signature hereto this 3rd day of December, 2013, at Palm Beach County, Florida.

WITNESSES

[Signature]
Signature

Trisha Ruiz
(PRINT NAME)

[Signature]
Signature

ANTHONY 2120
(PRINT NAME)

**VILLAGE ON THE GREENS AT WINSTON
TRAILS HOMEOWNERS ASSOCIATION, INC.**

By: [Signature]
Cecil Mullenix, President

Attest: [Signature]
Sharon Lang, Secretary

STATE OF FLORIDA)
)ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 3rd day of December, 2013, by **Cecil Mullenix**, as President of Village on the Greens at Winston Trails Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me, or has produced FL Drivers License as identification and did take an oath.



[Signature] (Signature)
Trisha Ruiz (Print Name)

Notary Public, State of Florida at Large

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
VILLAGE ON THE GREENS AT WINSTON TRAILS**

A Single Family Community

Palm Beach County, Florida

KNOW ALL MEN BY THESE PRESENTS that VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, and the entity responsible for the operation and management of certain property to be hereinafter known as VILLAGE ON THE GREENS AT WINSTON TRAILS, located in Palm Beach County, and more particularly described as follows:

All properties described in Plat of Winston Trails Parcel Four, according to the plat thereof as recorded in the office of the Clerk of Circuit Court in and for Palm Beach County, Florida, in Plat Book 72, Pages 38 – 41.

See Schedule "A"

(as referenced in the Declaration of Covenants, Conditions and Restrictions for Village on the Greens at Winston Trails as recorded in the Official Records of Palm Beach County, Florida, at Official Record Book 8267, Page 327)

hereby makes the following Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions covering above described real property, specifying that this declaration shall constitute a covenant running with the land described in Schedule "A" above and that this Declaration shall be binding upon the undersigned and upon all persons deriving title through the undersigned, including all successors and assigns. These protective covenants, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

DEFINITIONS:

- a) "Single Family Homes", "Dwelling(s)", or "Home(s)" shall include and mean all residential improvements on parcels of land connected with this development.
- b) "Association" shall mean and refer to Village on the Greens at Winston Trails Homeowners Association, Inc., a not for profit corporation organized and existing under the laws of the State of Florida, and governed by Chapter 720 of the Florida Statutes, as it may be amended from time to time.
- c) "Common Areas" shall include any area dedicated to or reserved for the Association on the recorded plat of Winston Trails Parcel Four, as recorded in Plat Book 72, Pages 38 – 41, of the Public Records of Palm Beach County, Florida.

- d) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III of the Articles of Incorporation of the Association.
- e) "Properties" shall mean and refer to the Properties as defined in the Neighborhood Covenants for Village on the Greens at Winston Trails Homeowners Association, Inc. (the "Covenants") described in the Articles of Incorporation of the Association.
- f) "Declarant Developer" shall mean Golfview Village at Winston Trails Limited Partnership, a Florida limited partnership, with its principal place of business being located in Palm Beach County, Florida, and shall include any successors and assigns of said entity.
- g) "Unit/Lot/Parcel" shall all be defined as all designated lots set forth on Plat of Winston Trails Parcel Four, as recorded in Plat Book 72, Pages 38 – 41, of the Public Records of Palm Beach County, Florida, and shall be consistent with terms of definition of "Member" hereinabove.

1. All the land described in Schedule "A" less all of the land shown thereon as being Single Family Homes and side and rear yards as applicable to models as built by Developer, shall be known as "Common Property". Such common property shall consist of front yards in front of fences as built by Developer, lake banks adjacent to lots within parcel four to the waters edge, the roadways, and all unimproved areas. This common property will be owned by VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC., subject to the Rules and Regulations promulgated from time to time by the Board of Directors of the Association, which has the authority to promulgate Rules and Regulations regarding the use of the Common Property and the use of the individual Lots, Homes, and all improvements located thereon. Said conveyances shall include all water management tracts.

2. The undersigned is conveying to the Association certain items of personal property to be utilized in connection with furnishing utilities to the project to be known as limited common property. This limited common property shall consist of water and sewer lines going from the point of connection of same to each Single Family Home to the point of connection of same to the central water distribution and sewage collection lines of Palm Beach County, Florida. These items of personal property shall be administered by the Association for the benefit of the owners of the Single Family Homes. The expense of repair, replacement, cleaning and maintenance for these lines as well as any roadway, driveway, sidewalk or lawns directly over these lines for a particular Single Family Home shall be borne by the owners of the Single Family Home on those lots. If more than one homeowner is affected by the damage then the cost shall be borne equally by said owners of the Single Family Homes who are affected by the damage. Upon the expenditure of funds by the Association for any such purpose, such Single Family owner on the lot shall be assessed for

his share in the expense. The assessment shall be due and payable thirty (30) days after filing and all sums unpaid after thirty (30) days shall bear interest at the highest rate permitted by law, as well as an administrative late fee, at the highest amount permitted by law, and as both of which may be amended from time to time. All payments upon account shall be first applied toward the interest, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in the collection, and then to the assessment payment. The association shall have the right to file a lien against the property of the owner who shall fail to make his required assessment payments. The lien for unpaid assessment shall also secure any interest, administrative late fee, and any costs and reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

3. Each owner at VILLAGE ON THE GREENS AT WINSTON TRAILS will own fee simple title to his Single Family Home.

4. No Single Family Home owners shall in any way deface, change, or improve the exterior of his Single Family Home without prior written approval from the Association. Exterior walls, roof and the fencing on the rear and side yards around the Single Family Homes are to be maintained by each Single Family owner in a quality condition at all times as originally built by Developer. Failure to maintain the Single Family's Home in such manner will result in a ten (10) day notice to the Single Family owner from the Association setting forth the items to be corrected. In the event the Association has provided notice and reasonable opportunity to cure to an Owner or Member who fails to effectuate the required maintenance, repair or restoration to their respective Single Family Home and/or Lot, the Association, by and through the action and sole discretion of the Board of Directors, has the right, in its sole and unfettered discretion, but not the obligation, to maintain, repair or restore, as the case may be, any Lot and improvements thereon, not limited to the Single Family Home. All expenses and costs incurred by the Association shall be collectible against the offending Owner or Member in the same manner as a delinquent assessment and as further set forth herein. Without limitation, in addition to the foregoing, the Association may contract to have such work performed and the Owner or Member will be charged for the invoices delivered by such contractors, together with any reasonable costs incurred by the Association to remedy such violation, in addition to a thirty-five (35%) administrative surcharge. The foregoing costs and administrative surcharge will be treated as a special assessment against the Single Family owner, collectible in the same fashion as any other assessment as provided for in Article 7 of this Declaration. Each Single Family owner covenants and agrees that he will not decorate or alter the exterior or color of the exterior of the dwelling upon his property without the prior consent of the Association. If a Single Family owner shall desire to alter or modify his or Lot, including, without limitation, a desire to decorate the exterior of his or her dwelling in a color and finish other than that supplied by

the builder at the time of construction of the Single Family Home, then written consent of the Board of Directors of the Association shall be required prior to any alteration to the Lot and/or the exterior of the dwelling, including, without limitation any change in the exterior paint color or finish of the dwelling. Nothing herein shall be construed to require a Single Family owner to obtain any approval in writing or otherwise for the painting of the interior of his Single Family Homes. Normal maintenance of the roof of the Single Family Home such as cleaning, recoating or repainting, shall be the responsibility of the Individual Single Family Homeowner. The Association shall have the discretion, but not the obligation, to maintain the side and rear yard areas. Should the Board of Directors determine to undertake such maintenance of the side and rear yard areas (or subsequently determine to forego providing such maintenance), it will provide at least 90-day advance written notice to all Owners of such decision. Notwithstanding anything to the contrary contained herein, the Association may undertake alterations to the common property or any other property owned by the Association, as determined in the sole discretion of the Board of Directors. Further, the Association may purchase personal property for the benefit of the Members, as determined in the sole discretion of the Board of Directors.

5. Each Single Family Homeowner will be responsible to maintain their own property and liability insurance at all items at their own expense from the date of closing. Each Single Family Homeowner is also responsible for their own contents insurance coverage as well as any addition or improvements made to the Single Family Home by the owner. Any Single Family owner failing to maintain insurance shall be assessed for the insurance replacement value, excluding foundation and excavation costs. The assessments for insurance shall be due and payable when billed which shall be sixty (60) days prior to the expiration date of the policy covering each Single Family Home at VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC. Assessments and installments on such assessment paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the highest rate permitted by law, as it may be amended from time to time, as well as an administrative late fee, at the highest amount permitted by law, as same may be amended from time to time. All payments upon account shall be first applied to interest, then to any late fee, then to any attorney's fees and costs incurred in the collection, and then the assessment payment. The Association shall have the right to file a lien against the property of such owner who shall fail to make his required assessment payments. The lien for unpaid assessments shall also secure any interest, administrative late fee, and any reasonable attorney's fees and costs incurred by the Association incident to the collection of such assessment or enforcement of such lien. The Associations shall also purchase such insurance as may be necessary on the common property to protect the Association and the Single Family Homeowners. Such insurance will be handled in the same method as set forth

above. In the event of any casualty loss, the Homeowners Association shall be the agent of all owners and shall adjust such loss on their behalf. All of the common areas and improvements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against the loss or damage by fire and other hazards covered by a standard extended coverage endorsement.

6. Each Single Family owner shall automatically become a member of VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC. by virtue of acceptance of the deed of conveyance to his Single Family Home. As a member of the Association, said owner shall be governed by the Florida Statutes, as they may be amended from time to time, this Declaration, the Articles of Incorporation, By-Laws and Rules and Regulations of the Association.

(I) Transfers Subject to Approval. In order to secure a community of congenial and financially responsible residents and thus protect the value of the Lots and the Homes located thereon, the sale, gift, leasing or other conveyance of a Home by any Owner shall be subject to the following provisions:

(A) Sale, Lease, or Gift - Except as provided herein, no Owner may dispose of a Home or any interest therein by sale, lease, or gift, which includes, but is not limited to, a transfer via Quit-Claim Deed, a devise, or an inheritance, without the prior written approval of the Association. If the purchaser, lessee, or grantee is a corporation or any other business entity or non-natural person, the approval may be conditioned upon the approval of those individuals who will be occupants of the Home. The approval of the Association shall be obtained as follows:

(1) Notice to Association. An Owner intending to make a bona fide sale, lease, or gift shall give notice to the Board of such intention, together with the name and address of the proposed purchaser, lessee, or donee, an executed copy of the proposed lease or other instrument evidencing a change in title to the Home, and with such other information as the Board may require, which may include a personal interview with the prospective purchaser, lessee, or donee at the discretion of the Board. In addition, in amounts not to exceed the highest allowed under the law, as it may be amended from time to time, the Board may require the payment of a transfer fee, as well as a security deposit to protect against damages to the common property or Association property. If the Board requires a transfer fee, a security deposit, and/or an interview, no application shall be considered complete without the payment of the transfer fee, the security deposit, the interview, as well as the delivery of such other information that may be required by the Board. The Board may promulgate additional rules and regulations from time to time regarding restrictions pertaining to the transfers or leasing of Homes.

(2) Election of Association- Sale. Within thirty (30) days after receipt of the notice and all such other information as the Association may require, the Board must approve the transaction or furnish a purchaser approved by the Board, which may be the Association, who will accept terms as favorable to the seller as the terms stated in the notice. Such purchaser furnished by the Association may have not less than thirty (30) days subsequent to the date of the approval within which to close the transaction unless some other time is agreed to by the parties. In the event the Association does not furnish a purchaser approved by the Board who will accept the terms as favorable to the seller as the terms stated in the notice within thirty (30) days after receipt of such notice and any required supplemental information, then and in that event, the seller shall be free to sell his Home to the proposed purchaser, and the Association shall provide the original proposed purchaser with an approval.

(3) Election of Association-Lease. If the proposed transaction is a lease, then, within thirty (30) days after receipt of notice and all other supplemental information required by the Association, the Association must either approve or disapprove the proposed lease. If the lease is disapproved, the lease shall not be made.

(4) Election of Association-Gift. If the notice is of an intended gift, or the Owner giving notice has acquired title by gift, then, within thirty (30) days after receipt of notice and all other supplemental information required by the Association, the Association must either approve or disapprove the donee. If the Board disapproves a proposed gift, the Owner shall be advised in writing of the disapproval and the gift shall not be made. Any attempted gift to a party who is not approved by the Board shall be void. If the Owner giving notice has acquired title by gift, then, within thirty (30) days after receipt of notice and all such other information as the Association may require, the Board shall deliver or mail to the Owner an agreement signed by a purchaser approved by the Board, which purchaser may be the Board, and obligating the purchaser to buy the Home upon the terms hereafter stated. The seller shall be obligated to sell the Home to the purchaser upon the following terms:

(a) The sales price shall be the fair market value, determined by agreement between the seller and the purchaser, within sixty (60) days from the delivery or mailing of the agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) M.A.I. and/or S.R.A. Appraisers, one (1) appointed by seller and one (1) appointed by purchaser, who shall base their determination upon an average of their appraisals of the Home. The time to close shall be extended pending valuation. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. In any action for

specific performance, the prevailing party shall be entitled to receive reasonable attorneys' fees and court costs incurred.

(b) The purchase price shall be paid in cash or upon terms approved by the seller.

(c) The sale shall be closed within thirty (30) days following the determination of the sale price or at such other time as is agreed upon by the parties.

(d) If the Association shall fail to provide a purchaser in the manner provided, or if a purchaser furnished by the Association shall default in his or her agreement to purchase, then, notwithstanding the disapproval, the Ownership shall be deemed to have been approved.

(5) Exceptions. The foregoing provisions of the Section entitled "Transfers subject to approval" shall not apply to:

(a) A transfer or sale to, or purchase by, an institutional lender, including a bank, life insurance company, or savings and loan Association, that acquires title as a result of owning a mortgage of the Home concerned, whether the title is acquired by deed from the mortgagor, his or her successor or assigns, or through foreclosure proceedings.

(b) A transfer to a purchaser who acquires title to a Home at a duly advertised public sale with open bidding that is provided by law, such as an execution sale, foreclosure sale, judicial sale, or tax sale.

(c) Any Home owned by the Association.

(6) Failure to follow the provisions of this Section prior to entering into any transfer, sale, lease, or gift of a Home shall cause such transfer to be void and no interest in the Home shall pass. All costs associated with any enforcement of this Section, including attorney's fees regardless of whether there is the requirement of litigation to gain compliance, shall be deemed to be a special assessment against the Home, collectible in the same fashion as set forth in Article 7 of this Declaration.

(B) Notwithstanding anything to the contrary contained in this Declaration, the Board of Directors shall have the right to disapprove a proposed transfer sale, gift, or lease of a Home by considering the following factors as constituting good cause for such disapproval, however, the Board is not required to provide such specific reason for disapproval:

(1) The person seeking approval has been convicted of a felony involving violence to persons or property, sale, distribution, or use of

controlled substances, or a felony demonstrating dishonesty or moral turpitude, or the person has been charged with any such felonies and the person was not acquitted or the charges were not dropped;

(2) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts or the person does not appear to have adequate financial resources available to meet his/her obligations to the Association;

(3) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Community. By way of example, but not limitation, an Owner allowing an applicant to take possession of the Home prior to approval by the Association as provided for herein, shall constitute a presumption that the conduct of the applicant is inconsistent with applicable restrictions;

(4) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner or included inaccurate or false information in the application;

(5) The Owner requesting approval has had fines levied against him or her which have not been paid; or

(6) All assessments and other charges against the Home have not been paid in full.

(7) Economic Criteria. So as to insure the availability of sufficient funds for the operation and management of the Community, economic criteria shall be a factor in whether an applicant qualifies for ownership. From time to time, the Board shall have the ability to establish economic criteria of all applicants for purchase and/or gift what will be reasonably designed to address the financial capability of a prospective purchaser/donee to meet the financial obligations of Ownership. Such criteria shall include, but not be limited to, access to and availability of sufficient funding to meet the ongoing maintenance assessments, and special assessment obligations, as same may arise from time to time. Failure to meet such criteria, as determined by the Board, shall be a basis for the disapproval of applicant(s) for purchase/gift as a failure to qualify hereunder. It shall be specifically acknowledged that the availability of a mortgage to fund the proposed purchase is not conclusive of financial capability unless the interest of the Association is made superior to any such claims by way of a subordination agreement.

(C) Occupancy. Notwithstanding anything to the contrary contained herein or the rules and regulations of the Association, Guests shall be permitted to occupy a Home no longer than thirty (30) cumulative days in any twelve (12) month period. Any further occupancy shall be deemed to be a lease, regardless of whether consideration is paid. In such event, that individual must submit the required

application for approval, and be approved for occupancy, as provided for herein.

For the purposes of this section, "immediate family" is defined as the parents, children, brother, sister, grandparents, and/or grandchildren of the Owner(s), and the respective spouses of the foregoing persons. For purposes of this section, "Guests" shall include any person present in any Home or any portion of the common property or Association property, other than the Owner, the members of the Owner's immediate family permanently residing with him/her in the Home, and any tenant(s) under an approved lease.

(D) Moratorium on Leasing. No Home shall be leased during the first twelve (12) months following the acquisition of title, including, without limitation, a Home acquired by a business entity or any non-natural person. In the event title to a Home is acquired with a tenant in possession under a previously approved lease, the lease may continue for the duration of the existing approved lease term. Upon the termination of that lease, the Home shall not be leased for the next twelve (12) month period. This Section shall not apply to any Home owned by the Association.

(E) Maximum Number of Leased Units. Only a maximum total of thirteen (13) Homes may be approved by the Association to be leased at any time. The Association shall maintain a written registry of Owners desiring to lease. Names shall be added on a first-come, first-serve basis, and the Board, in its sole discretion, reserves the right to promulgate additional rules and regulations regarding the written registry, including, without limitation, requiring an Owner on the written registry to submit a copy of the proposed lease agreement within a designated time-frame and, if such Owner fails to timely submit a proposed lease agreement, the Board may allow another Owner on the written registry an opportunity to lease his or her Home. If a proposed lease would result in the total number of Homes leased exceeding the maximum permissible number of thirteen (13) Homes, the Association may disapprove the proposed lease without any further obligation to the Owner. This Section shall not apply to any Home owned by the Association.

(F) Lease Restrictions. The subleasing of Homes is strictly prohibited. A Home may only be leased one (1) time in any twelve (12) month period. Any "lease to own" agreement shall constitute a lease, and is subject to the application and approval process set forth in this Article 6 of the Declaration. The Board may promulgate additional rules and regulations from time to time regarding restrictions pertaining to the leasing of Homes.

(G) Tenant/Guest Compliance. All tenants and guests must abide by the same rules and regulations of the Community in effect for residents and Owners, and Owners should advise their tenants/guests that their occupancy will be terminated if any of the rules or regulations are violated. To the extent provided by law, such Owner shall be responsible for the acts and omissions, whether negligent or willful, of his or her tenants and guests residing in his or her Home and in the event the acts or omissions of any of the foregoing shall result in any damage to the common property or Association property, or any liability to the Association, the Owner shall be liable to the Association for same. Furthermore, any violation of any of the provisions of this Declaration, the Articles of Incorporation, the By-Laws, or any Rule or Regulation, by any tenant or guest shall also be deemed a violation by Owner, and shall subject the Owner to the same liability as if such violation was that of the unit owner. Any charges against the Owner pursuant to this Section shall be deemed to be a special assessment against the Home and the Owner, collectible in the same fashion as any other assessment as provided in Article 7 of this Declaration.

With respect to any tenant or guest of an Owner present in any Home or any portion of the Community, if such person shall materially violate any provision of this Declaration, the Articles of Incorporation, the By-Laws, or the Rules and Regulations, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Community as determined in the sole discretion of the Board, or shall damage or destroy any common property or Association property, then upon written notice by the Association, such person(s) shall be required to immediately and permanently leave the Home and the common property and if such person does not do so, the Association is authorized to commence an action to compel the person to permanently leave the Home and, when necessary, to enjoin such person from returning. All such actions by the Association are as agent of the Owner. The expense of any such action, including attorneys' fees and costs, may be charged to the applicable Owner whom such person was visiting, or with whose permission such person was present in the Home, and the cost of which shall be deemed to be a special assessment against such Home and Owner, collectible in the same fashion as any other assessment, as provided in Article 7 of this Declaration. The foregoing shall not be deemed to limit, modify, or affect any other rights or remedies available to the Association, or any rights or remedies the Association may have with respect to similar actions by an Owner or a member of his or her immediate family residing with him in the Home.

7. The Association shall collect a monthly charge from each Single Family Homeowner. This charge shall be used to maintain the common property, and shall be defined as being "current expenses" within the terms of the By-Laws for VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC.

Current expenses shall include lawn and landscape maintenance of all homes and sprinkler maintenance in the front yard of the Granados homes and common areas and other expenses incurred in the maintenance and operation of VILLAGE ON THE GREENS AT WINSTON TRAILS property. The charge shall be that which is set by the Association which may be modified from time to time in keeping with the necessary adjustments in the amount required to properly maintain and operate VILLAGE ON THE GREENS AT WINSTON TRAILS property. Each Single Family owner shall be responsible for paying his assessment charge on a current monthly basis. Failure to pay assessment shall result in the imposition of a lien upon his Single Family Home by the Association for such sum and in this event the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any repair or replacement of any portion of the common property, or for any other bona-fide Association purpose, as determined in the sole discretion of the Board of Directors. Said assessment shall include pro-rata share of Association insurance premium. Any monthly charge not paid within 10 days shall bear interest at the highest rate allowed by law, as it may be amended from time to time. Further, if any assessment is not paid on or before ten (10) days after the date it is due, the Association may charge an administrative late fee at the highest amount permitted by law, as it may be amended from time to time. All payments upon account shall be first applied to interest, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the assessment payment first due. If an Owner is delinquent in the payment of any assessment owed to the Association for more than ten (10) days, the Association may require the Owner to pay to the Association assessments for the next twelve (12) month period, based upon the then existing amount and frequency of assessments. In the event of acceleration of assessments, the delinquent Owner shall continue to be liable for an increase in the regular assessments, and for all special assessments due to the Association. The Association shall have a lien against each Home for any unpaid assessment against the Owner thereof, and for any late fee or interest accruing thereon, which lien shall also secure reasonable attorney's fees and costs incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. Any lien referred to in this Declaration shall not be effective unless and until same has been recorded in the Public Records of Palm Beach County, Florida. All such liens shall relate back to the recording of the original Declaration, and all such liens may be foreclosed by suit brought in the name of the Association, in the same manner as if foreclosure of a mortgage on real property.

For clarification purposes, as to all first mortgages of record entered into after the date of recordation of this Amended and Restated Declaration, such liens emanating therefrom

shall relate back to the recording of the original Declaration. As to all mortgages of record in existence prior to the date of recordation of this Amended and Restated Declaration, such mortgage shall continue to have such lien priority.

8. Subject to the provisions of Chapter 720 of the Florida Statutes, as it may be amended from time to time, each Single Family owner shall have perpetually the full and free right to use and enjoy all the common property owned by the Association. This shall include but not be limited to a right of ingress and egress over all the common property. This right of ingress and egress throughout the common property shall also extend to all invitees and guests of the Single Family owner. This use is, however, subject to the right of the individual Single Family owner to the exclusive use of his front and side yard and driveway in front of this home.

a. Lot Line Encroachments/Roof Overhang Easements. Certain dwelling and other improvements constructed on lots may be situated so that a portion thereof, including, without limitation, any exterior wall of such dwelling, fence, driveway, roof overhangs or gutters, may be located upon, immediately adjacent to, overhang, or encroach upon the boundary line (as well as that portion of the adjoining lot or Common Property subject to such encroachment) between the lot upon which said dwelling is located and either an adjoining lot or a portion of the Common Properties. In all such cases, said adjoining lot or portion of the Common Properties shall be subject to an easement and appurtenant rights, including the right of ingress and egress, storm water runoff, and drainage in favor of the encroaching lot and its respective owner, which easement and appurtenant rights shall be for the purpose of (a) permitting the existence of the encroachment, including, but not limited to, storm water runoff from the roofs, roof overhangs, and gutters and drainage for said runoffs, and (b) allowing ingress and egress for the performance of proper and normal maintenance to the encroaching improvement, including meter reading. The easement rights granted herein relating to roof overhangs are in addition to the easements as shown on the respective Plat. In no event shall the encroachment or overhang and maintenance easement exceed three (3) feet, nor encroach upon any improvement existing or constructed in the future on the adjoining lot or Common Properties. Further, no Owner shall be permitted to construct, modify, or improve any structure within the three (3) feet of any encroachment. All of such improvements which have been constructed by Declarant Developer and approved by applicable building authorities are deemed to have been reasonably constructed, notwithstanding any such encroachment. In no instances shall the exercise of any such easement and appurtenant rights created pursuant to this First Amendment unreasonably interfere with the use of the lot subject to same.

9. All mortgagors of Single Family Homes shall specifically have a complete right of access to all of the common property for the purpose of ingress and egress to any and all Single Family Homes upon which they have a mortgage loan.

10. When the mortgagee of a first mortgage of record of a Single Family Home obtains title to the dwelling as a result of foreclosure of the first mortgage, or by deed taken in lieu of foreclosure, such acquirer of title, his successors and assigns, shall be responsible for the payment of accrued assessments in the highest amount provided by law, as it may be amended from time to time. All persons or entities who acquire title to a Home shall be jointly and severally liable with the previous parcel owner for all unpaid assessments, as set forth in Chapter 720 of the Florida Statutes, as it may be amended from time to time.

11. Easements are specifically provided throughout the common property for any and all utility services that may be necessary to accommodate the completion of the improvements. Easements have been established in the master declaration of the WINSTON TRAILS FOUNDATION and the plat of WINSTON TRAILS PARCEL FOUR.

12. Amendments to these restrictive covenants shall be implemented upon recommendation of the Board of Directors and approved by a majority of all Single Family Homeowners. Any amendment which would affect the surface water management systems, including the water management portions of the common areas, must have the prior approval of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT. Further provided that no amendment shall affect in any way, the common area maintenance obligations of the VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC.

13. In no event shall an exterior radio or television antennas be permitted on the common property or property owned by the Association. In accordance with all applicable Federal and State laws, the Board of Directors may promulgate rules and regulations regarding the size, location, visibility, and manner of installation of any exterior radio/television antenna an Owner desires to install on his or her Lot.

14. In the event a Single Family Home is damaged, through an act of God or other casualty, that Single Family owner shall promptly cause his Single Family Home to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications, as determined by the Board of Directors. The Association may enforce such repair on building on the Single Family Home to comply with this responsibility.

15. In the event of damage or destruction of the limited common property or common property by negligence or willful misconduct by a Single Family Homeowner that homeowners will be held responsible for all expenses incidental to the repair of said damage or destruction. The expenditure of funds by the Association for the purpose of repairing said damage will be assessed to the Single Family Homeowner for the cost of the repair, collectible in the same manner as any other assessment as set forth in Article 7 of this Declaration. . Said repair will be done in a timely manner, and all damages will be restored to their original condition, as determined by the Board of Directors. In the event repair or reconstruction shall be necessary, all necessary construction on the adjacent homeowner's property shall not be deemed trespass so long as repair and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent homeowners property to affect necessary repairs and reconstruction.

16. Use Restrictions. In addition to any Rules and Regulations promulgated by the Board from time to time, in order to preserve the values and amenities of the Community, the following provisions shall be applicable to the Members and their use of the Lots, the common property, and any Association property.

(A) Pets. No animals, livestock or poultry of any kind shall be permitted within the Community except for common household domestic pets, as further set forth below. Any authorized pet must be carried or kept on a leash when outside of a Home or in a fenced-in area. Any pet must not be an unreasonable nuisance or annoyance to other residents of the Community, as determined in the sole discretion of the Board of Directors. Any resident shall immediately pick up and timely remove any solid animal waste deposited by his pet. No commercial breeding of pets is permitted within the Community. The Association may require any pet to be immediately and permanently removed from the Community due to a violation of this paragraph.

(1) Notwithstanding anything to the contrary contained in the rules and regulations of the Association, only domestic pets, limited to dogs, cats, fish and birds are permitted within the Community, including, but not limited to, within any Lot or dwelling located thereon. Owners and residents shall not have more than a total of two (2) dogs or cats, in the aggregate, per Lot or dwelling located thereon.

(2) The Board reserves the right, in its sole discretion, to determine that a pet is, or has been, disturbing in any way to the other residents, their guests, and invitees so as to constitute a nuisance. Upon written notice from the Board, the receiving Owner or resident must immediately

remove or cause the removal of the identified pet from the Community, if such pet is: (i) deemed a nuisance by the Board; and/or (ii) exceeds the permissible number of pets set forth herein. The Board may promulgate additional rules and regulations from time to time regarding restrictions pertaining to the pets allowed in continual occupancy within the Community.

(B) Vehicles. Parking within the Community shall be subject to the Rules and Regulations promulgated by the Board from time to time, and shall be limited to passenger vehicles designed to fit within the garages, the driveways on the Lots, or any other designated parking spaces. All vehicles must be stored/placed within the parameters of the garages, the driveways on the Lots, or in any designated parking spaces. The following vehicles are strictly prohibited from parking in the parking spaces, the common property, or anywhere within the SUBJECT PROPERTY.

(a) Restricted Vehicles.

(1) Except for in an enclosed garage, commercial vehicles of any kind. For the purpose of this restriction, a "commercial vehicle" shall mean any vehicle containing visible outside lettering on any such vehicle designating a business of any kind, and visible tools of trade, including, but not limited to, paint cans, ladders, or tool boxes. The prohibition of parking shall not apply to the temporary parking of commercial vehicles outside of an enclosed garage for pick-up, delivery and other commercial services rendered to and on behalf of the residents of the Community. Nor shall it apply to a builder or its agent during construction of improvements within the Community between the hours of 7:00 a.m. and 7:00 p.m.

(2) Except as provided in Section (b) herein, trucks of any kind.

(3) Recreational vehicles, motor homes or campers of any kind. For the purpose of this restriction, a "recreational vehicle" or "motor home" shall be a vehicular portable structure which is built on a chassis, and is commonly used as a temporary dwelling for travel, recreation or vacation.

(4) Boats, jet-skis, or canoes of any kind.

(5) Motorcycles, motor scooters, motorbikes, mopeds, or golf carts of any kind, except that motorcycles may be permitted with the prior written consent of the Association, which may be withdrawn at any time. Any permitted motorcycle must be equipped with appropriate noise muffling equipment so that the operation of

same does not create an unreasonable annoyance to the residents of the Community, as determined in the sole discretion of the Board, and all motorcycles must be operated and/or parked in such a manner as will not damage landscaping or other aspects of the common property.

(6) Trailers of any kind.

(7) Vehicles of any kind which are under repair, abandoned, unlicensed or inoperable.

(8) Vehicles which are not routinely used for family or personal use and are subject to sale.

(b) Trucks. Certain small, compact, non-commercial trucks will be permitted within the Community provided they meet the following criteria:

(1) The truck must be stored/placed within a garage or driveway, and the overall truck length and width must fit within the parameters of the garage or driveway.

(2) The overall truck height may not be over 85 inches.

(3) Suspension components and tires may not be altered to be higher than the original manufactures specifications. It will be the owners' responsibility to provide to the Association, upon request, original manufacturers' specifications. If the owner cannot provide these specifications, the Board, at their sole option, may declare the truck to be prohibited.

(4) The vehicle must have four wheels and four wheels only. No dual wheels are permitted.

(5) The vehicle may not have a flat bed or stake body, nor shall it have a wooden or a hand-made body.

(6) Tonneau covers are allowed, provided they are of commercial manufacture and properly fitted. No items of any kind shall be left exposed in any permitted truck.

(7) Permanently mounted storage chests are allowed, provided they are of commercial manufacture and do not exceed bed width.

(8) Toppers are allowed provided they are of commercial manufacture, do not exceed the maximum height and width limits provided herein and do not place the truck in the recreation vehicle, camper or motor home category, as determined by the Board from time to time.

(c) Vehicle Standards. All vehicles, including all automobiles, parking within the Community will maintain bodies free of major rust, be properly painted, clean, and kept in a lawful state of repair and be operational and have affixed the appropriate license plate and current registration tag. Vehicle covers are allowed, provided that the covers are of commercial manufacture, and are maintained in a state of good condition and repair. The Board shall have the sole discretion to make the determination as to whether a vehicle or vehicle cover violates the foregoing standards. Any vehicles parked in violation of these restrictions may result in the towing of the violating vehicle.

(d) Parking Regulations. No vehicle may be parked at any time on any grassy area, or in such a manner so as to block or interfere with ingress/egress on any sidewalk. Further, no vehicle may be parked on any street between the hours of 2:00am – 6:00am without the approval of the Board, which shall be determined in its sole discretion. Any vehicles parked in violation of these restrictions may result in the towing of the violating vehicle.

(C) Nuisances. No nuisances shall be permitted within the Community, and no use or practice which is an unreasonable source of annoyance to the residents within the Community or which shall interfere with the peaceful possession and proper use of the Community by its residents shall be permitted, as determined in the sole discretion of the Board. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the Owners and residents.

17. The responsibility for maintenance of commonly used areas within the development, consisting of roadways, drainage facilities, and limited parking areas shall rest with VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC., with said areas to be deeded by Developer to Homeowners Association.

18. All homeowners of VILLAGE ON THE GREENS AT WINSTON TRAILS shall automatically become a member of the WINSTON TRAILS FOUNDATION, INC., by virtue of acceptance of the Deed of Conveyance to his Single

Family Home. All Homeowners of VILLAGE ON THE GREENS AT WINSTON TRAILS shall take title subject to all of the provisions contained in the Declaration of Covenants and Restrictions for WINSTON TRAILS recorded July 30, 1993 in the Official Record Book 7820, Page 281 of the Public Records of Palm Beach County, and as may be amended from time to time.

19. The Foundation has the right to assess members of VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC., for the maintenance with respect to common areas owned by or required to be maintained by the Foundation; however, the same protective covenants contained hereinabove relative rights of mortgagees shall be applicable to any liens impressed by the Foundation.

20. VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC., agrees to hold the Foundation exempt from any assessments which it may assess its Homeowners.

21. The Declarant of the WINSTON TRAILS FOUNDATION reserves the right to assign its rights as Declarant to a third party without the consent of the Homeowners of VILLAGE ON THE GREENS AT WINSTON TRAILS.

22. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded after which time they shall be extended automatically for successive period of ten (10) years, unless an instrument by a majority of the owner of the Single Family Home and their mortgagees has been recorded agreeing to change the covenants in whole or in part, except as otherwise provided in Paragraph 11 above, to-wit, obligation for maintenance of all roadways, easements, and water management areas shall remain with individuals Single Family Homeowners within plat of WINSTON TRAILS PARCEL FOUR.

23. Enforcement shall be by action against any person or persons violating or attempting to violate and covenants, either restraint violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sums as the Court may adjudge to be reasonable for the services of his attorney. Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and affect. No portion of the plat of WINSTON TRAILS PARCEL FOUR containing exterior open space may be vacated, if, as a result of said vacation, the minimum open space required for the VILLAGE ON THE GREENS AT WINSTON

TRAILS development as a whole would be violated. In any proceeding arising because of an alleged failure of an Owner to comply with the terms of the Declaration, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceedings, including at appeal, and such reasonable attorneys' fees as may be awarded by the court. In addition to the foregoing, in the event that the Association is required to engage the services of an attorney to seek enforcement of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Association, and the Owner complies with the requirements subsequent to attorney involvement, the Association shall be entitled to reimbursement of its costs and attorney's fees so incurred from the Owner, regardless of whether litigation is necessary for the enforcement. The costs and attorney's fees so incurred shall be deemed to be a special assessment against the Owner and his or her Home and shall be collectible in the same fashion as any other assessment as provided for in this Declaration.

In addition to the means for enforcement provided elsewhere herein, and pursuant to Section 720.305 of the Florida Statutes, as it may be amended from time to time, the Association shall have the power to impose monetary fines in the maximum amount permitted by law, as it may be amended from time to time, against any Owner for any violation of this Declaration, the By-Laws, or the Rules and Regulations, or against the Owner for any violations of said documents by their family members, their guests, employees, agents, lessees, or invitees. A fine may exceed \$1,000.00 in the aggregate, and may be treated as an assessment against the Owner and his or her Home, collectible in the same manner as any other assessment set forth in Article 7 of this Declaration. This remedy shall be cumulative to other remedies available to the Association and nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various documents of the Association in addition to fining, including, but not limited to, legal action for damages or injunctive relief.

24. Dissolution: Any owner may petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Association in the event of dissolution of the Association.

25. Attached hereto and made a part hereof as Exhibits "B" and "C", are copies of Articles of Incorporation and By-Laws, respectively, for VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 4th day of December 2013.

WITNESSES

**VILLAGE ON THE GREENS AT WINSTON
TRAILS HOMEOWNERS ASSOCIATION, INC.**

Ruth Mullenix
Signature

By: Cecil Mullenix
Cecil Mullenix, President

RUTH MULLENIX
(PRINT NAME)

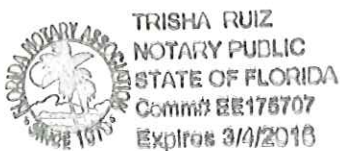
[Signature]
Signature

Attest: [Signature]
Sharon Lang, Secretary

Trisha Ruiz
(PRINT NAME)

STATE OF FLORIDA)
)ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 4th day of December, 2013, by **Cecil Mullenix**, as President of Village on the Greens at Winston Trails Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me, or has produced FL Drivers License as identification and did take an oath.



[Signature] (Signature)

Trisha Ruiz (Print Name)

Notary Public, State of Florida at Large

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
VILLAGE ON THE GREENS AT WINSTON TRAILS
HOMEOWNERS ASSOCIATION, INC.

The undersigned incorporator, desiring to form a corporation not for profit under Chapters 617 and 720 of the Florida Statutes, as they may be amended from time to time, hereby adopts the following Amended and Restated Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be the Village on the Greens at Winston Trails Homeowners Association, Inc., which is hereinafter referred to as "the Association". Unless otherwise modified by the Board of Directors, the principal office address of the corporation was initially 8000 Ironhorse Boulevard, West Palm Beach, Florida 33412, and is hereby changed to 5980 WINSTON TRAILS BLVD, LAKE WORTH FL 33463.

ARTICLE II

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the Neighborhood Covenants for WINSTON TRAILS PARCEL FOUR recorded (or to be recorded) in the Public Records of Palm Beach County, Florida, as hereafter amended and/or supplemented from time to time (the "Covenants"). The further objects and purposes of the Association are to preserve the values and amenities in the Properties and to maintain the Common Areas as defined in the Covenants for the benefit of the Members of the Association.

The Association is not organized for profit and no part of the not earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into



(which may be an affiliate of the Developer) the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members.

The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Covenants above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association as set forth in the Covenants and to provide for the general health and welfare of its membership.

Definitions set forth in the Covenants are incorporated herein by this reference.

ARTICLE III

MEMBERS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have the following class of voting membership.

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Except as provided below, Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the person entitled to cast the vote for such Lot shall be determined by a certificate indicating the designated voting representative of the Lot, which shall be signed by all the record owners of the Lot and filed with the Secretary or other authorized representative of the Association. In the absence of such certificate, or in the event the person designated in such certificate is absent from any meeting, the vote for such Lot may be cast at any meeting by any co-owner of the Lot provided, however, that in the event a dispute arises between the co-owners as to how such vote shall be cast, or in the event the co-owners are unable to concur

in their decision upon any subject requiring a vote, they shall lose their right to vote on the matter being voted upon at that meeting, but their membership shall be counted for purposes of determining the existence of a quorum. For purposes of this paragraph, the principals or partners of any entity owning a Lot shall be deemed co-owners of said Lot. In no event shall more than one vote be cast with respect to any such Lot.

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of Members, and may make provisions for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall exist if 33 – 1/3% of the total number of Members in good standing shall be present or represented by proxy at the meeting.

Section 4. General Matters. When reference is made herein, or in the Covenants, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE IV

CORPORATE EXISTENCE

The Association shall have perpetual existence, provided that if it is even dissolved, its assets shall be conveyed to another association or public agency having a similar purpose.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who held office until the first annual meeting of

Members and thereafter until qualified successors were duly elected and have taken office, was:

<u>Name</u>	<u>Addresses</u>
Joshua A. Muss	8000 Ironhorse Blvd. West Palm Beach, FL 33412
David Webber	8000 Ironhorse Blvd. West Palm Beach, FL 33412
Marin Dennen	8000 Ironhorse Blvd. West Palm Beach, FL 33412

Section 3. Election of Members of Board of Directors. Except as otherwise provided herein directors shall be elected by the Members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association residing in The Properties or shall be authorized representatives, officers, or employees of corporate members of the Association, or designees of the Developer. Notwithstanding the foregoing, until such time as the Class B Membership in the Association terminates, the Developer shall have the right to appoint the Directors of the Association by written notice to such effect or by an announcement reflected in the minutes of the annual meeting of the Association.

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the term.

ARTICLE VI

OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President shall be a director, other officers may or may not be directors of the Association. If the office of the President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall held office until their successors were duly elected and have taken office, shall be as follows:

<u>Name and Office</u>	<u>Address</u>
President: Joshua A. Muss	8000 Ironhorse Blvd. West Palm Beach, FL 33412
Vice-President: David Webber	8000 Ironhorse Blvd. West Palm Beach, FL 33412
Treasurer/Secretary: Marvin Donnon	8000 Ironhorse Blvd. West Palm Beach, FL 33412

ARTICLE VII

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed in the manner set forth in the By-Laws.

ARTICLE VIII

AMENDMENTS AND PRIORITIES

Section 1. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the Membership of the Association for adoption or rejection (by affirmative vote of a majority of the Members), all in the manner provided in, and in accordance with the notice provisions of, Fla. Stat. 617.017.

Section 2. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control, and in case of any conflict between these Articles of Incorporation and the Covenants, the Covenants shall control.

ARTICLE IX

INCORPORATOR

The name and address of the incorporator of this corporation was:

Name

Address

Laurie L. Gildan, Esq.

777 S. Flagler Dr., #310E
West Palm Beach, FL 33401

ARTICLE X

INDEMNIFICATION

Section 1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against all

expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnities, that he did not act in good faith or that he acted in a manner he believed to be not in or opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he believed to be not in or opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

Section 2. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

Section 3. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 4. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

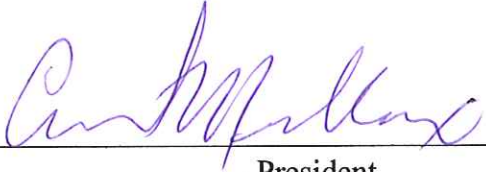
Section 5. The provisions of this Article X shall not be amended.

ARTICLE XI

REGISTERED AGENT

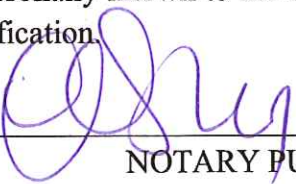
Until changed HALPERN LAW GROUP, shall be the registered agent of the Association and the registered office shall be at 3561 SW CORPORATE PKWY, PALM CITY FL 34990.

IN WITNESS WHEREOF, the aforesaid incorporator has hereunto set her hand this 3rd day of December, 2013.


, President

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

The foregoing instrument was acknowledged before me this 3rd day of December, 2013, by Cecil Mullenix, who is _____ personally known to me or ✓ has produced FL Drivers License as identification.


NOTARY PUBLIC
State of Florida at Large

Name: Trisha Ruiz

My Commission Expires:
3/4/2016



**AMENDED AND RESTATED BY-LAWS
OF
VILLAGE ON THE GREENS AT WINSTON TRAILS
HOMEOWNERS ASSOCIATION, INC.
A Corporation Not for Profit
Under the Laws of the State of Florida**

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Village on the Greens at Winston Trails Homeowners Association, Inc., a not for profit corporation organized and existing under the laws of the State of Florida.

Section 2. "The Properties" shall mean and refer to The Properties as defined in the Neighborhood Covenants for Village on the Greens at Winston Trails Homeowners Association, Inc. (the "Covenants") described in the Articles of Incorporation of the Association.

Section 3. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot.

Section 4. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III of the Articles of Incorporation of the Association.

Section 5. All other definitions used in the Covenants are incorporated herein by this reference.

**ARTICLE II
LOCATION**

Section 1. Until changed, the principal office of the Association shall be located at 5980 Winston Trails Boulevard, Lake Worth, FL 33463.



ARTICLE III

MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article III of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, that portion of The Properties against which such assessments are made as provided in the Covenants.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. The Directors of the Association shall be elected at the annual meeting of the Members except as otherwise specified in the Articles of Incorporation. The election shall be decided by majority vote of all Members present in person or by proxy and voting at the annual meeting.

Section 2. Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership.

Section 3. The first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days' notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held at any place or places within Palm Beach County, Florida, on such days and at such hours as the Board of Directors may, by resolution, designate.

Section 5. Notice of meetings of the Board of Directors shall be provided in accordance with Chapter 720 of the Florida Statutes, as it may be amended from time to time. Further, notice may be provided to the Members by electronic transmission, provided that such Member(s) consents to receiving notice by electronic transmission, or as otherwise provided by the Florida Statutes, as they may be amended from time to time.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Palm Beach County, Florida, and at any time.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two (2) members of the Board to each member of the Board in accordance with Chapter 720 of the Florida Statutes, as it may be amended from time to time.

Section 8. Directors shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not.

ARTICLE V

OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. (a) The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors.

(b) The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors, including, without limitation, assisting the President in his functions and exercising such other powers as may be prescribed by the Board. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President.

(c) The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. He shall keep at the principal office of the Association or at such other place as the Board may order the minutes of the meetings of the membership and of the Board of Directors. The Secretary shall maintain a list of Owners, including, without limitation, the names and addresses, and such list shall only be changed at such time as satisfactory evidence of a change in ownership is presented to the Secretary. The Secretary shall perform such other duties as may be prescribed by the Board.

(d) The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall be responsible for keeping, or causing to be kept, full and accurate accounts and records of business transactions of the Association, including, without limitation, accounts of assets, liabilities, receipts, and disbursements in books belonging to the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 3. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

ARTICLE VI

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the Members shall be held at such date, time and location as shall be determined each year by the Board of Directors.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-third (1/3) of all the votes of the entire membership, or who have a right to vote one-third (1/3) of the votes of the Class A membership.

Section 3. Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association, or through electronic transmission. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be electronically

transmitted, mailed or personally delivered at least six (6) days' in advance of the meeting and shall set forth the general nature of the business to be transacted, provided however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided. In lieu of physical mailing, notice of any Members' Meeting may be provided via electronic transmission to any Member who consents to receive notice by electronic transmission, or as otherwise provided in the Florida Statutes, as they may be amended from time to time.

Section 4. The presence in person or by proxy at the meeting of Members entitled to cast 33 1/3% of the votes of the membership shall constitute a quorum for any action governed by these By-Laws.

Section 5. Proxies must be in writing and signed by all record Owners of a Lot or the person designated in a voting certificate signed by all such Owners as the person authorized to cast the vote attributable to such Lot..

Section 6. Meetings shall be governed by Roberts Rules of Order (latest edition).

ARTICLE VII

BOOKS AND PAPERS

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

ARTICLE VIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of Members present and voting in person or by proxy, provided that the notice to the Members of the meeting discloses the information that the amendment of the By-Laws is to be considered, provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Covenants may not be amended except as provided in such Covenants. Anything to the contrary herein notwithstanding, the Developer shall have the absolute right to amend these By-Laws and the Articles of Incorporation as long as the Developer or its affiliates

owns any Lot governed by the Association without the consent of the Members or the Board.

Section 2. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Covenants and these By-Laws, the Covenants shall control.

WE HEREBY CERTIFY that the foregoing By-Laws of the above-named corporation were duly adopted by the Board of Directors of the Association on the 25th day of April, 2013.

WITNESS my signature hereto this 4th day of December, 2013, at Palm Beach County, Florida.

WITNESSES

VILLAGE ON THE GREENS AT WINSTON
TRAILS HOMEOWNERS ASSOCIATION, INC.

Ruth Mullenix
Signature

By: Cecil Mullenix
Cecil Mullenix, President

Ruth MULLENIX
(PRINT NAME)

[Signature]
Signature

Attest: Sharon Lang
Sharon Lang, Secretary

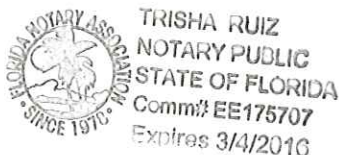
Trisha Ruiz
(PRINT NAME)

STATE OF FLORIDA)
)ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 4th day of December, 2013, by **Cecil Mullenix**, as President of Village on the Greens at Winston Trails Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me, or has produced FL Drivers License as identification and did take an oath.

[Signature] (Signature)

Trisha Ruiz (Print Name)



Notary Public, State of Florida at Large