

Prepared by and return to:
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West Palm Beach, FL 33401

Will Call #42

SUPPLEMENTAL DECLARATION OF COVENANTS

THIS SUPPLEMENTAL DECLARATION OF COVENANTS is made this 1st day of March, 2000 by JAMES J. O'BRIEN, as successor trustee under Land Trust dated March 8, 1989 ("Declarant").

RECITALS

A. Declarant is the "Declarant" of and under that certain Declaration of Covenants and Restrictions for Winston Trails recorded July 30, 1993 in Official Record Book 7820, Page 281 of the Public Records of Palm Beach County, Florida, as it may have been amended and/or supplemented (the "Declaration").

B. Article I, Section 34 of the Declaration provides that, among other things, the Declarant may alter or amend the application of any provision of the Declaration to any specified portions of The Properties (as defined in the Declaration) by way of a Supplemental Declaration (as likewise defined) in order to reflect any unique characteristics thereof.

C. Declarant desires to further supplement the Declaration as more particularly set forth below.

TERMS OF SUPPLEMENTAL DECLARATION

NOW, THEREFORE, in consideration of the premises and by virtue of the authority of the Declarant as aforesaid, Declarant hereby declares:

1. The capitalized terms herein shall be given the definition assigned in the Declaration, unless otherwise provided herein.

2. Golf Course. The Golf Course is not subject to and is exempt from the covenants, restrictions, rules, requirements and obligations of the Declaration.

3. Members' Easements. The first paragraph of Article IV, Section 2 of the Declaration is supplemented by inserting the following sentence at the end of said paragraph:

"For the purpose of establishing and granting all of the rights and privileges in and to the Common Areas set forth in this Article IV and the easements set forth

in this Article IV, the term Declarant shall include JAMES J. O'BRIEN, as successor trustee under Land Trust dated March 8, 1989, as the "Declarant" and present owner in fee simple of the Golf Course and Club Facility, Declarant's successors and assigns as subsequent owners of the Golf Course and Club Facility, and their respective guests and invitees, which guests and invitees shall include but are not limited to the agents, employees, invitees, subcontractors, vendors, golfers, guests and club members of Declarant, and its successors and assigns, as owners of the Golf Course and Club Facility, and members of the public invited to enjoy the Golf Course and Club Facility by Declarant, and its successors and assigns, as owners of the Golf Course and Club Facility."

The second paragraph of Article IV, Section 2 of the Declaration is supplemented by inserting the following sentence at the end of said paragraph:

"Notwithstanding the foregoing, Declarant shall not be required to obtain or display a membership card or similar form of identification, and, upon entrance onto The Properties, shall be permitted immediate and unobstructed access to the Golf Course, Club Facility and Common Areas. Declarant shall not be required to register in advance with the Foundation prior to entrance onto The Properties."

The third paragraph of Article IV, Section 2 of the Declaration is deleted in its entirety and replaced with the following:

"In addition to the foregoing, the Foundation may require that vehicles of all or certain types of Owners bear appropriate decals and may charge a reasonable fee for such decals; provided, however, Declarant shall not be required to obtain or display any such decals."

Paragraph (c) of Article IV, Section 2 of the Declaration is supplemented by inserting the following sentence at the end of said paragraph:

"Notwithstanding the foregoing, Declarant's right to use the Common Areas shall not be suspended or obstructed for failure to pay Assessments."

Paragraph (d) of Article IV, Section 2 of the Declaration is supplemented by inserting the following sentence at the end of said paragraph:

"Notwithstanding the foregoing, no fee shall be charged Declarant for use of the Common Areas or for access to and from the Golf Course and Club Facility through the Common Areas."

Paragraph (e) of Article IV, Section 2 of the Declaration is supplemented by inserting the following sentence at the end of said paragraph:

"Notwithstanding the foregoing, the Foundation shall not adopt any rule or regulation restricting Declarant's right to use the Common Areas and to access the Golf Course and Club Facility through the Common Areas."

Paragraph (f) of Article IV, Section 2 of the Declaration is deleted in its entirety and replaced with the following:

(f) The right of the Foundation to reasonably limit the number of guests or invitees or Owners using the Common Areas; provided, however, the Foundation shall not restrict or limit the number of guests or invitees Declarant may invite onto the Common Areas."

Article IV, Section 3 of the Declaration is deleted in its entirety and replaced with the following:

~~"Easements Appurtenant.~~ The easements provided in Section 2 shall be appurtenant to and shall pass with title to each Lot. The easements, rights and privileges provided to Declarant may not be amended, revoked, restricted or rescinded without Declarant's consent."

Article IV, Section 7 of the Declaration is supplemented by inserting the following sentence after the first sentence of said paragraph:

"The Declarant shall have a perpetual non-exclusive easement over all Common Areas and Landscaping and Pedestrian Areas for golf cart, pedestrian and maintenance traffic associated with the Golf Course and Club Facility."

4. **Golf Balls.** Article 4, Section 9 of the Declaration is supplemented by inserting the following sentence at the end of said paragraph:

"The Declarant, Foundation, Neighborhood Associations and any owner of the Golf Course and Club Facility shall not be responsible or liable for any person using the Golf Course or Club Facility or for any disputes arising between an Owner and any person using the Golf Course or Club Facility. The Owners assume all risks associated with errant golf balls and the retrieval of errant golf balls, and the Owners agree and covenant not to make any claims or institute any action whatsoever against Declarant, or its successors and assigns as owners of the Golf Course and Club Facility, for damages or injuries resulting from any errant golf balls or the retrieval of errant golf balls."

5. **Certain Restrictions, Rules and Regulations.** Declarant hereby designates any and all successive owners of the Golf Course and Club Facility as its designees for purposes of the exemption provided for in Article VIII, Section 1 of the Declaration.

6. **Development Review; General Powers.** Declarant hereby designates any and all successive owners of the Golf Course and Club Facility as its designees for purposes of the exemption provided for in Article X, Section 10 of the Declaration.

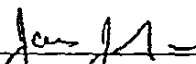
7. **Amendments to Declaration.** Article XIV of the Declaration is supplemented by inserting the following sentence at the end of said Article:

"No amendment to the Declaration, Supplemental Declaration or rule or regulation established by the Foundation shall be effective against the Declarant, and its successors and assigns, as owners of the Golf Course and Club Facility, and the rights and privileges of the Declarant, and its successors and assigns, as owners of the Golf Course and Club Facility, may not be revoked, suspended or restricted, without the express written consent of the Declarant, and its successors and assigns, as owners of the Golf Course and Club Facility."

8. **No Personal Liability.** Notwithstanding anything herein to the contrary, the representations, covenants, undertakings and agreements made in this Supplemental Declaration by Declarant are not made and intended as personal representations, covenants, undertakings and agreements by the Declarant or for the purpose or with the intention of binding the Declarant personally but are made and intended for the purpose of binding the trust property. This Supplemental Declaration is executed and delivered by James J. O'Brien, not personally, but solely in the exercise of the powers conferred upon him as Successor Trustee under Land Trust Agreement dated March 8, 1989. No personal liability is assumed by nor shall at any time be asserted or enforceable against the Declarant on account of any representation, covenant, undertaking or agreement of the Declarant contained in this Supplemental Declaration, either express or implied. All such personal liability, if any, is expressly waived and released by the Foundation, the Neighborhood Associations, the Owners and by all persons claiming by, through or under any of the foregoing.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration for the purposes herein expressed as of the date and year first above written.

DECLARANT:

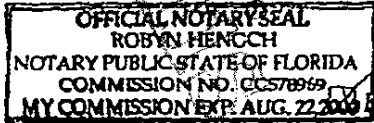

James J. O'Brien, as Successor Trustee
under Land Trust Agreement dated March 8,
1989

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

The foregoing instrument was acknowledged before me this 1st day of March, 2000 by James J. O'Brien, as Successor Trustee under Land Trust Agreement dated March 8, 1989.

Notary: Robyn Hencch
Print Name: _____
Notary Public, State of Florida
My commission expires: 8.22.00

[NOTARIAL SEAL]



Personally Known OR Produced Identification

Type of Identification Produced _____

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