

**WINSTON TRAILS FOUNDATION, INC.**

**RESOLUTION OF BOARD OF DIRECTORS REGULATING MOTORIZED VEHICLES  
IN WINSTON TRAILS**

THIS RESOLUTION is made this 22 day of April 2003 by Winston Trails Foundation, Inc. (the "Foundation"), to wit:

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

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

WHEREAS, the Declaration and the Bylaws governing the Foundation authorize the Board of Directors of the Foundation to promulgate rules and regulations governing the use, management and control of common property;

WHEREAS, the Declaration imposes specific prohibitions, restrictions and limitations on owners' rights to and easements in their property and the common property;

WHEREAS, a number of residents of Winston Trails have been observed using motorized scooters, go-peds and other motorized vehicles on the roadways and sidewalks within Winston Trails;

WHEREAS, Florida law defines a motorized scooter as a "motor vehicle" for purposes of requiring a driver's license before one may operate such a vehicle on Florida roadways;

WHEREAS, the roadways and sidewalks are not public streets and are common property subject to the Declaration and to rules and regulations promulgated by the Board of Directors;

WHEREAS, the Board of Directors has a duty to preserve and enhance the value of dwelling units in Winston Trails and promote the welfare of owners and residents in Winston Trails;

WHEREAS, Article V., section 26, of the Declaration prohibits any motorized vehicle from being operated off paved roadways and drives without the written approval of the Foundation;

WHEREAS, the Board of Directors finds that the prohibition of the use and operation of motorized scooters, go-peds and other motorized vehicles on the roadways and sidewalks in Winston Trails will promote and preserve the safety and welfare of the residents of Winston Trails;

WHEREAS, the Board of Directors finds that the prohibition of the use and operation of motorized scooters, go-peds and other motorized vehicles on the roadways and sidewalks in Winston Trails is in the best financial interests of the Foundation and its residents by reducing insurable risks affecting the use and operation of common areas and facilities in Winston Trails;

WHEREAS, the Board of Directors finds that the prohibition of the use and operation of motorized scooters, go-peds and other motorized vehicles on the roadways and sidewalks in Winston Trails may serve to enhance the security and well-being of residents by reducing the possibility of entry into residential villages in Winston Trails by persons on motorized vehicles who are neither residents nor guests of residents of those villages; and,

WHEREAS, the Board of Directors met on April 22, 2003, at a duly called and noticed meeting of the Board at which a quorum was present, and discussed the foregoing factors and findings and approved by majority vote to promulgate rules and regulations prohibiting the use and operation of motorized scooters, go-peds and other motorized vehicles within Winston Trails.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Directors enacts and promulgates the following Rules and Regulations governing the use of motorized vehicles in Winston Trails.

1. No owner, tenant, resident, or guest of any of them shall use or operate any motorized scooter, go-ped or other motorized vehicle on Winston Trails Boulevard or any other roadway within Winston Trails.

2. No owner, tenant, resident, or guest of any of them shall use or operate any motorized scooter, go-ped or other motorized vehicle on any sidewalk or in any recreational facility or other common parking area in Winston Trails.

3. The Winston Trails Foundation, Inc., shall have the right to enforce any violation of these rules by any owner, tenant, resident or guest of any of them as provided for in Article IX of the Declaration, including without limitation the right to levy fines, obtain injunctive or other relief, seek damages or a combination of remedies.

4. The effective date of these rules shall be upon the posting by the Foundation of this resolution in a conspicuous place in the Common Areas.

IN WITNESS WHEREOF, on behalf and at the direction of the Board of Directors of the Winston Trails Foundation, Inc., the undersigned has set his hand and seal on the date first above written.

WINSTON TRAILS FOUNDATION, INC.

BY: Gene Sofia  
GENE SOFIA, PRESIDENT

Attest: [Signature]  
Signature

Wanda Miller Treasurer  
Printed Name Title

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WINSTON TRAILS FOUNDATION, INC.

RESOLUTION OF BOARD OF DIRECTORS REGULATING HURRICANE SHUTTERS  
IN WINSTON TRAILS

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

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

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

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

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

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

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

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

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

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





ST. JOHN, CORE & LEMME, P.A.

LAW OFFICES

DAVID ST. JOHN  
DAVID A. CORE  
THERESA M. LEMME  
GILBERT MOORE  
SCOTT GHERMAN  
TYLER POWELL  
ROBERT BURR  
CHELLÉ KONYK

May 11, 2009

**BY CERTIFIED MAIL-RETURN RECEIPT REQUESTED**

Board of Directors  
Winston Trails Foundation, Inc.  
5980 Winston Trails Blvd.  
Lake Worth, Florida 33463  
Attn: Paula Rappold, Property Manager

**Re: Original Recorded Certificate of Amendment**

Dear Board Members:

Please find enclosed the original recorded Certificate of Amendment to the Declaration of Covenants and Restrictions for Winston Trails Foundation, Inc. A copy of the recorded amendment should be distributed to each of the members and the original must be maintained with the official records of the Association.

If you have any questions, please contact me.

Very truly yours,

THERESA M. LEMME  
For the Firm

TML/rme  
Enclosure

CENTURION TOWER, SUITE 701 • 1601 FORUM PLACE • WEST PALM BEACH, FLORIDA 33401

TEL: (561) 655-8994 • FAX: (561) 659-0850

This instrument prepared by:  
Theresa M. Lemme, Esq.  
T. JOHN, CORE & LEMME, P.A.  
501 Forum Place, Suite 701  
West Palm Beach, Florida 33401  
(61) 655-8994

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

I HEREBY CERTIFY that the Amendment attached as Exhibit "A" to this Certificate was duly adopted as an Amendment to the Declaration of Covenants and Restrictions for Winston Trails governing Winston Trails Foundation, Inc., pursuant to the recorded Declaration of Covenants and Restrictions of Winston Trails and Section 17.0701, Florida Statutes. The Declaration of Covenants and Restrictions for Winston Trails is recorded in Official Records Book 7820, Page 281, et seq., of the public records of Palm Beach County, Florida. Written consent to the Amendment was given in accordance with Florida Statute 617.0701(4).

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

WITNESSES:

Paula Razzold  
Signature  
Joseph R. Brey  
Signature

WINSTON TRAILS FOUNDATION, INC.

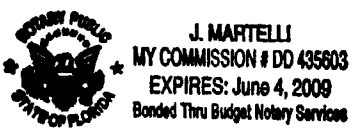
BY: [Signature]  
Harold Hiller, President

Attest: [Signature]  
Bert Reiff, Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

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

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



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

**AMENDMENT TO THE DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR WINSTON TRAILS**

The Declaration of Covenants and Restrictions for Winston Trails ("Declaration") is amended as provided for below. The original Declaration is recorded in Official Records Book 7820, Page 281, et seq. of the Public Records of Palm Beach County, Florida.

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

Article XI, Section 7. of the Declaration is amended to read as follows:

Section 7. Expense Allocations. The Foundation may, by written notice given to the affected Neighborhood Association at least thirty (30) days prior to the end of the Neighborhood Association's fiscal year, allocate and assess to the Neighborhood Association a share of the expenses incurred by the Foundation which are reasonably allocable to the Neighborhood Association or such property (Lots, Units, common areas/elements) under its jurisdiction, whereupon such expenses shall thereafter be deemed common expenses of the members of the Neighborhood Association, payable by assessments upon the Lots within the jurisdiction of such Neighborhood Association, as provided in Article VI, Section 1 and 3 of this Declaration. By way of example only, the Foundation could so allocate the share of the costs of maintaining security or patrol services or street lighting and other facilities for The Properties attributable to a Neighborhood Association (or the property within its jurisdiction) (based, for instance, on the number of Lots or linear feet of roadways adjacent to the applicable property) whereupon such allocated share would become a common expense of the members of a Neighborhood Association and a sum payable by the Neighborhood Association.

Without limiting the generality of the foregoing, the Foundation shall maintain lakes located within portions of The Properties which are administered by a Neighborhood Association as part of the Surface Water Management System, ~~but and~~ the costs of doing so shall be allocated to the Owners within such Neighborhood Association a Common Expense of the Foundation. This provision shall control over any provision to the contrary in this Declaration, the Articles of Incorporation or the Bylaws of the Foundation.

**Exhibit "A"**

In the event of the failure of a Neighborhood Association to budget or assess its members for, or to pay, expenses allocated to it by the Foundation, the Foundation shall be entitled to pursue and all available remedies afforded same under this Declaration and the declaration for the Neighborhood Association, withhold such assessments from amounts collected on behalf of the Neighborhood Association (a lien on such amounts being hereby granted the Foundation for such purpose), or specially assess all Owners/Lots subject to the Neighborhood Association for the sums due. The exercise of one of the foregoing remedies shall not be deemed a waiver of the right to exercise any other.

It is contemplated that, initially, the Foundation will allocate expenses in the foregoing manner for community-wide patrol services, if any, maintenance of Landscaping and Pedestrian Areas and landscaping along or within public road rights-of-way, and assessment collection costs.

**Exhibit "A"**





CFN 20070525029  
OR BK 22262 PG 1684  
RECORDED 11/16/2007 16:41:38  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1684 - 1686; (3pgs)

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

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

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

DATED this 29 day of October, 2007.

WITNESSES:

Signature

Signature

WINSTON TRAILS FOUNDATION, INC.

BY:

Harold Hiller, President

Attest:

Joseph Burgio, Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

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

WITNESS my hand and official seal this 29 day of October, 2007.

Gene Sofia  
Notary Public, State of Florida at Large  
My Commission Expires:



GENE SOFIA  
MY COMMISSION # DD 599245  
EXPIRES: December 23, 2010  
Bonded Thru Budget Notary Services

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

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

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

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**The Declaration is amended as follows:**

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

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

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

In the case of acceleration of the next twelve (12) months' of installments,

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

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

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

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

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



11/13/2001 16:17:23 20010501825  
OR BK 13085 PG 0373  
Palm Beach County, Florida

This instrument prepared by:  
David A. Core, Esquire  
ST. JOHN, CORE, FIORE & LEMME, P.A.  
500 Australian Avenue So., Suite 600  
West Palm Beach, Florida 33401  
(561) 655-8994

**CERTIFICATE OF AMENDMENT TO THE  
BYLAWS OF THE WINSTON TRAILS FOUNDATION, INC.**

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

**DATED** this 5 day of November, 2001.

WITNESSES:

WINSTON TRAILS FOUNDATION, INC.

August M. Alker  
Signature

BY: Gene Sofia  
Gene Sofia, President

Bruce Grant  
Signature

STATE OF FLORIDA            )  
COUNTY OF PALM BEACH    )

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

WITNESS my hand and official seal this 5<sup>th</sup> day of November, 2001.

Rita B. Mendelsohn  
Notary Public, State of Florida at Large  
My Commission Expires:



In the first election after the Declarant no longer has the right to appoint a director to the Board, if there are five (5) vacancies for the Board, the candidate to fill the seat vacated by the Declarant-appointed director shall be elected for a one (1)-year term. If, however, there are only four vacancies to be filled, the candidate to fill the seat vacated by the Declarant-appointed director shall be elected for a two (2)-year term. At each annual meeting thereafter, candidates shall be elected to serve a two (2)-year term.

- (b) In the event that an annual meeting is not held, or the Board is not then elected, the Board may be elected at a special meeting of the Voting Members held for that purpose. Each director shall hold office until his successor has been elected and has qualified or until his death, resignation, removal or judicial adjudication of mental incompetence. Any person serving as a director may be re-elected, and there shall be no limitation on the number of terms during which he may serve. Notwithstanding the foregoing, for so long as the Class B Membership exists, the Directors may be appointed by written action of the Class B Members.

**III. Effective Date.** The effective date of the above amendments, for the purposes of amending Article IV of the Bylaws, shall be the date on which the Foundation has received the necessary number of voting members' executed consent forms required to approve the proposed amendments, and not the recording date of any certificate of amendment.

EXHIBIT "A"

Mar-07-2000 12:28pm 00-080986  
ORB 11645 Pg 723

Prepared by and return to:  
Michael J. Sabatello, Esq.  
Greenberg Traurig, P.A.  
777 S. Flagler Drive, Suite 300 East  
West Palm Beach, FL 33401

Will Call #42

**SUPPLEMENTAL DECLARATION OF COVENANTS**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS is made this 1<sup>st</sup> 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.

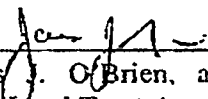
7. **Amendments to Declaration.** Article XIV of the Declaration is supplemented by inserting the following sentence at the end of said Article:

"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

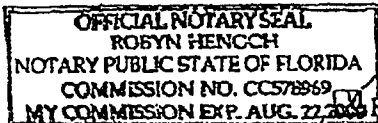
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DOROTHY H. WILKEN, CLERK PB COUNTY, FL

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 \_\_\_\_\_