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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
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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

Same as
11-16-07
Amend.

**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 14th day of March, 2008.

WITNESSES:

Paula Kayzold
Signature

Joseph R. Buz
Signature

WINSTON TRAILS FOUNDATION, INC.

BY: Harold Hiller
Harold Hiller, President

Attest: Bert Reiff
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 14th day of March, 2008.



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

J. Martelli
Notary Public, State of Florida at Large
My Commission Expires:

**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~~.]

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

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

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