

**AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF ST.
GEORGE HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, St. George Homeowners' Association, Inc. (sometimes herein referred to as the "Association") originally caused to be filed the Declaration of Covenants, Restrictions and Easements of St. George originally recorded at Official Records Book 27335 Page 0169, et. seq. of the Public Records of Palm Beach County, Florida.

WHEREAS, the Association, through a vote of its members, desires to further amend said Declaration of Covenants, Restrictions, and Easements for St. George and any amendments related thereto in order to provide for the preservation of the values and amenities thus established;

WHEREAS, pursuant to Article 13 of the Declaration of Covenants, Restrictions and Easements for St. George hereby amends the Declaration of Covenants, Restrictions and Easements for St. George and any existing amendments related there as follows:

The Declaration of Covenants, Restrictions and Easements for St. George (hereinafter referred to as the "Declaration") shall be amended as follows (Additions indicated by "underlining"; deletions by "~~strikethrough~~" and are numerically categorized by general topic). To the extent an Article, Section, or any language contained therein is not referenced herein or there appears "....." in place thereof, such language of the applicable Article and/or Section is deemed unaltered by virtue of this amendment with the exception of sequencing of lettered and/or numbered paragraphs, however, to the extent any such language contained in this amendment conflicts or contradicts any terms in any other provisions of the Declaration, the Bylaws, or any other previous amendment(s) the terms herein shall supersede, take priority over, and control in all respects:

Amendment to the Declaration of Covenants, Restrictions and Easements

Amendment to the Declaration of Covenants, Restrictions and Easements

Item 1: RECITALS

A. Notwithstanding anything to the contrary contained in the Declaration, any and all references, statements involving language bestowing rights or obligations for, on, or to the benefit of the Declarant KH Sandcastles, LLC and/or the Developer, or any derivation thereof is hereby deleted to the extent not specifically deleted by reference herein and is of no force or effect.

B. All references to Florida law are hereby updated and amended to include Florida's Homeowners Association Act Fla. Stat. §720, et. seq; and

Item 2: 3. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE ASSOCIATION.

3.7.4. Other Insurance. Such other insurance as may be desired by the Association, such as flood insurance, errors and omissions insurance, workers' compensations insurance, directors and officer's liability insurance, or any other insurance.

Item 3: 3.8. Damage or Destruction. In the event of any Improvement (other than landscaping) within any Common Area is damaged or destroyed because of fire, flood, wind, or other casualty or reason, the Association shall restore, repair or rebuild (hereinafter collectively referred to as a "repair") the damaged Improvement to the condition the Improvement was in immediately prior to such damage or destruction, unless otherwise approved by two-thirds (2/3) of the votes of the members of the Board of Directors ~~Owners~~[remainder of provision is unedited].

Item 4: 3.13. Perimeter Walls, Wing Walls, Sign Walls and Fences. The Association shall be responsible for maintaining any perimeter and/or wing walls and/or perimeter fences of the Subject Property, if any, even if such walls or fences lie within one or more Lots. The Association shall also be responsible for maintaining any walls and/or fences located within the Common Areas, unless such structure was placed in the Common Area by an Owner with or without the permission of the Association.

Item 5: 5. USE RESTRICTIONS.

5.4.1. Rental Restrictions.

(a) Any Unit acquired after the effective date of this amendment shall not be rented/leased for the first twenty-four (24) months of ownership, measured from the recording date of the most recent deed or other instrument conveying any interest in the Unit, except in the following circumstances: i) where title was conveyed by a current Owner to a trust for estate or tax planning purposes, as determined by the Association, and the Owner is the trustee or beneficiary, to an immediate family member of the Owner by devise or inheritance (an "immediate family member" of an Owner, for purposes hereunder, shall be defined as the spouse, parent, grandparent, child, brother or sister of the Owner or the parent, grandparent, child, brother or sister of the Owner's spouse), iii) where title was conveyed to the Association through the foreclosure of the Association's lien or by deed in lieu of foreclosure to the Association, or iv) where title is conveyed to the Association for any other reason. There shall be no subletting of a Unit for any reason under any circumstances.

(b) The Association may deny an application for rental or lease, based upon the following:

(1) Any person(s) seeking approval (which shall specifically include all persons intending to own or occupy or use the Unit) has/have been convicted, found

guilty, or plead guilty or nolo contendere (no contest) to any felony under the laws of any municipality, county, state, territory or country or any misdemeanor involving violence to persons or property, sexual misconduct or is on a sexual offender's list, theft or the sale or distribution of drugs or other controlled substances or civil or criminal fraud, whether or not adjudication was withheld or a judgment of conviction was entered with respect to such criminal activity within the past ten (10) years;

(2) The person(s) seeking approval (which shall specifically include all persons intending to own or use or occupy the Unit) has/have a history of destructive behavior or disregard for the rights and/or property of others as evidenced by his or her conduct within this Association or any other homeowners or condominium association as an Owner, lessee, invitee, licensee or guest, or as evidenced by his or her conduct with respect to any other residential community or housing facility or was previously found in violation of the rules of the Association resulting in a fine and/or suspension of rights;

(3) Any person(s) seeking approval has a current average credit score from the three (3) largest national credit reporting agencies of less than 650 or one or more bankruptcies within the last ten (10) years.

(4) Any person(s) takes possession of the Unit prior to being approved by the Association as provided for in this Declaration and/or fails to comply with any of the provisions of this or any other amendment, the Declaration, the Bylaws and/or the Rules and Regulations of the Association.

(5) The Owner whose unit is proposed to be rented or leased has any outstanding monetary obligations to the Association or has been deemed in violation of the Declaration or any existing Rules and Regulations of the Association within the past one year or continues to utilize his/her/its Unit in violation of the Declaration or any existing Rules and Regulations of the Association and such violative condition has not been cured.

(c) Absolutely no temporary rental, license, or other arrangements similar to AirBNB or VRBO are permitted under any circumstances.

(d) Other Occupancy. Guests may be permitted to stay and reside in a Unit along with the Owner but for no greater than thirty (30) days without approval of the Association. Guests are defined as any person other than the Owner of the Unit, the spouse of the Owner, a child of the Owner or the spouse of the Owner whether adult or minor, a parent of the Owner or a parent of the Owner's spouse, and/or a brother or sister of the Owner or spouse of the Owner. All other persons are considered guests. If such guest intends to occupy the Unit for more than seven (7) days where the Owner will not be residing in the Unit along with such guest then such guest must be approved as a prospective tenant in accordance with the rules, regulations, and procedures of the Association as involving prospective tenant applications and the Owner must advise the Association at least seven (7) days in advance of such guest occupying the Unit. If such guest intends to occupy the Unit for a period greater than thirty (30)

days even if the Owner will be residing in the Unit during such period such guest must be approved as a prospective tenant in accordance with the rules, regulations, and procedures of the Association as involving prospective tenant applications. Within one week of such guest's vacating the Unit the Owner must advise the Association of the departure of any guest of whom must have been approved by the Association as set forth hereunder. Any guests who either need not be approved or were approved by the Association may use the facilities of the Association in accordance with the Declaration, Bylaws, and Rules and Regulations of the Association. At no time will AirBNB or other similar rental or other short term occupancy arrangements be permitted.

Item 6: 5. USE RESTRICTIONS.

5.22 Sports Equipment. No recreational, playground or sports equipment shall be permanently installed or placed within or about any portion of the Subject Property without approval of the Approving Party.
No basketball hoops shall be attached to a Unit and any portable basketball hoops and other sports equipment must be stored inside the Unit when not in use and must not be left outside overnight.

Item 7: 5. USE RESTRICTIONS.

5.23 Extended Vacation and Absences. In the event a Unit will be unoccupied for an extended period more than thirty (30) days, the Unit must be prepared prior to departure by.....
.....
[remainder of this paragraph is unaltered].

Item 8: 7. MAINTENANCE, REPAIR AND OTHER OBLIGATIONS OF OWNERS AND THE ASSOCIATION RELATING TO TOWNHOUSE BUILDINGS AND LOTS.

7.4 Interior/Exterior Unit Owner Maintenance.....

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All sidewalks, concrete walk areas connecting a Unit Owner's driveway to the front door or to any other portion of a Unit,
driveways, and parking areas within the Owner's Lot or serving the Owner's Unit shall be
cleaned and kept free of debris, and/or resurfaced as necessary, all by the Unit Owner at its sole
cost and expense. No Owner shall change the exterior color of his Unit (including without
limitation the stucco, front door, garage door, trim and gutters) without the consent of the
Approving Party.

Item 9: 10. DEFAULT.

10.1.6. Subordination of Lien. Where ~~any person~~ a first mortgagee obtains title to a Unit pursuant to a foreclosure of a first mortgage of record.....

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.....
With the exception of a first mortgagee who obtains title to a Unit pursuant to a foreclosure of a first mortgage of record, any new Owner/transferee of a Unit inherits and assumes the entire past due obligation involving any unpaid assessments as involving the Unit including but not limited to a third party who obtains title to a Unit pursuant to a foreclosure of a first mortgage of record. The prior Owner/transferor shall remain jointly and severally liable with the new Owner/transferee for the payment of all Assessments accruing prior to the date of transfer.

Item 10: 11. Sale of Units.

11.2. Application. A prospective buyer who wishes to purchase or have transferred to him/her/it if through a corporation or other such entity, a Unit will submit a completed application to be provided by the Association together with a reasonable nonrefundable application fee. The Association will have the right to cause an investigation be made as to any prospective buyer. ~~Upon receipt of a negative report, the Board may refuse the approval of any prospective buyer.~~

11.2.1. The Association may deny an application for approval of a sale, transfer, gift or other conveyance or granting of any possessory interest in the home based upon the following:

(1) Any person(s) seeking approval (which shall specifically include all persons intending to own or occupy or use the Unit) has/have been convicted, found guilty, or plead guilty or nolo contendere (no contest) to any felony under the laws of any municipality, county, state, territory or country or any misdemeanor involving violence to persons or property, sexual misconduct or is on a sexual offender's list, theft or the sale or distribution of drugs or other controlled substances or civil or criminal fraud, whether or not adjudication was withheld or a judgment of conviction was entered with respect to such criminal activity within the past ten (10) years;

Item 11: 13. AMENDMENT.

13.1 Generally. This Declaration and the Bylaws may be amended upon the approval of not less than a ~~majority~~ two-thirds (2/3) of the voting Owners, except that if any provision of this Declaration requires more than a majority vote of the Owners to approve any action, such provision may not be amended to require a lesser vote, and may not be deleted, without the same number of votes required to approve such action.....[remaining language of this provision is unaltered].....

Item 12: 10.9. Enforcement By or Against Other Persons. [all language of this provision remains unaltered and following language is added].....
Subject to applicable laws, any vehicle parked in violation of the Declaration or any such Rules and Regulations promulgated by the Association may be towed by the Association at the owner's

expense, any time after twenty-four (24) hours after the Association has placed a notice of violation on the vehicle.

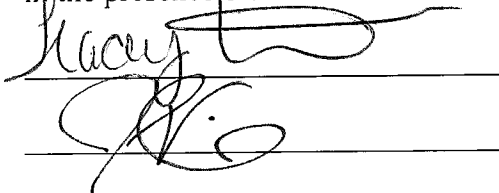
Item 13: 15. Miscellaneous.

15.16. Annual Meeting. The annual meeting of the Association shall be scheduled for and shall occur in January of the given year unless significant and material extenuating circumstances exist preventing the scheduling of the annual meeting in the month of January.

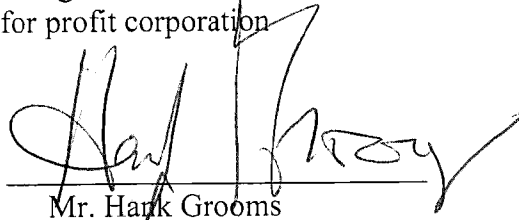
IN WITNESS WHEREOF, the Association has caused this Amendment to the Declaration of Covenants, Restrictions and Easements for St. George to be duly executed and its corporate seal to be hereunto affixed this 9 day November, 2018.

St. George Homeowners Association, Inc., a Florida
not for profit corporation

Signed, Sealed & Delivered
in the presence of:



By:


Mr. Hank Grooms

STATE OF FLORIDA)

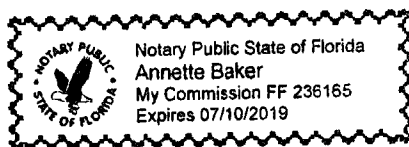
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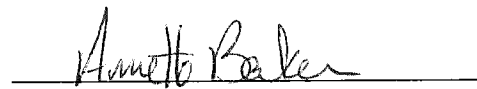
COUNTY OF PALM BEACH)

The foregoing Amendment to the Declaration of Covenants, Restrictions and Easements of St. George Homeowners Association, Inc. was acknowledged before me this day of 9th November 2018 by Mr. Hank Grooms as President of St. George Homeowners Association, Inc.

My Commission Expires:

07/10/2019




NOTARY PUBLIC
State of Florida