

EXHIBIT "A"

**AMENDMENTS TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE HILLS OF LAKE EDEN**

The Declaration of Covenants and Restrictions and Easements for The Hills of Lake Eden is recorded in Official Records Book 9769, at Page 527, in the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1: Article 6, Section 6.11 of the Declaration of Covenants and Restrictions for The Hills of Lake Eden ("Declaration") shall be amended as follows:

6.11 Subordination of Lien to Mortgages. The Association has a permanent, continuing lien against each Unit for the collection of assessments whether or not a claim of lien has been filed. Notwithstanding anything to the contrary contained in this Declaration, the lien of the Association pursuant to this Declaration is effective from and shall relate back to the original recording date of the Declaration. Regardless of the effective date of the lien of any Assessments made by the Association, such Assessment lien shall be subordinate and inferior to the lien of the mortgage of any Mortgagee. Such subordination shall, however, apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged Lot pursuant to a decree of foreclosure or in any other proceeding or conveyance in lieu of foreclosure of the mortgage, except as provided below. No such sale or other transfer shall relieve any Lot from liability for any Assessment becoming due thereafter, nor from the lien of any such subsequent Assessment. Any delinquent Assessments which are eliminated against a Lot pursuant to a sale or transfer in connection with the foreclosure of a mortgage, or any proceeding or deed in lieu of foreclosure, may be reallocated and assessed to all owners as a Common Expense. The written opinion of the Association that the Assessment lien is subordinate to a mortgage lien shall determine any question of subordination.

Notwithstanding anything to the contrary contained in this section, an Owner, including but not limited to a third-party purchaser at a foreclosure sale, is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present owner from the previous Owner. For the purposes of this paragraph, the term "previous Owner" shall not include an association that acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure. The present Owner's liability for unpaid assessments is limited to any unpaid assessments that accrued before the association acquired title

to the delinquent property through foreclosure or by deed in lieu of foreclosure. Further, notwithstanding anything to the contrary contained in this section, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage which is recorded after the effective date of recording this amendment and who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

1. The Unit's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

2. One percent of the original mortgage debt. The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the Owner and initially joined the association as a defendant in the mortgagee foreclosure action. Joinder of the association is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

This section shall conform to the "safe harbor" provision of Florida Statutes 720.3085 (2) (c), as may be amended from time to time. If a lien is recorded prior to the mortgage, then the mortgagee that acquires title shall be liable for all assessments that are due on the Unit.

Item 2: Article 6, Section 6.14 of the Declaration shall be deleted in its entirety and replaced as follows:

6.14. Working Capital Contribution. The Association shall establish a Working Capital Fund for the operation of the Association, which shall be collected from each Lot purchaser, and any other Owner acquiring title to a Lot, including all Lots purchased by resale, at the time of conveyance of each Lot to such purchaser in the amount of one (1) quarter of the then-current annual Individual Lot Assessments for such Lot. The Working Capital Contribution shall be collected and transferred to the Association at the time of closing of the sale or transfer of title of each Lot. The Working Capital Fund may be used for any proper expense of the Association, whether or not such expense is defined as an Operating Expense of the Association or otherwise. Amounts paid into the fund are not to be considered as advance payments of regular assessments. However, such working capital contribution identified herein shall be collectible as an assessment with full collection rights pursuant to this Declaration, including, but not limited to, the authority to file a claim of lien for the collection thereof. The working capital fund shall not apply to the Association, in the event the Association takes title to a Lot as a result of foreclosure, deed in lieu of foreclosure or otherwise. Notwithstanding the foregoing, the Association shall not charge a Working Capital Contribution where title to a Lot is conveyed to an immediate family member of an Owner, which shall be defined as the grandparents, parents, spouse (including domestic partners or such similar spousal equivalent), children, siblings or grandchildren of an Owner, and shall also include where

a Lot is conveyed to a family trust for the benefit of such immediate family members or where the Lot has been transferred or otherwise conveyed to a trust or otherwise conveyed for bona fide estate planning purposes or pursuant to a bona fide estate planning device. In addition, the Association shall not be required to charge a Working Capital Contribution where title is acquired by one spouse from another spouse through a judgment or decree of divorce.

Item 3: Article 9, Section 9.1.3 of the Declaration shall be amended as follows:

9.1.3. Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lots except that dogs, cats or other household pets may be kept. An owner shall have no more than 2 pets dogs and/or 2 cats without the express written approval of the Association. All dogs must be on a leash or carried when on the Property; ~~however, no pets shall be permitted within any recreational areas, including, without limitation the Pool and Cabana, if any, under any circumstances.~~ It shall be the pet owner's obligation to remove the pet's waste material from all property maintained by the Association. The Board of Directors of the Association shall have the right to order the removal of any pet which is considered, in the Board's sole discretion, a nuisance. In such event, the Board of Directors shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property. In addition, there shall be no dangerous dogs allowed to be kept anywhere within the Association property or within a Lot, which shall include any animal deemed to be a dangerous animal pursuant to any local or State governing agency. Any animal that constitutes a dangerous animal pursuant to this Section, or any animal that attacks another person or animal or otherwise demonstrates a dangerous propensity towards any other person or animal while being kept or walked within the property shall be required to be removed from the property on a permanent basis. For purposes of this Section a "dangerous dog" is any dog which (1) has bitten, attacked, endangered, or inflicted injury to any person or animal (2) when unprovoked, chased or approached any person or animal in the community in a menacing fashion and/or (3) been deemed/classified as "potentially dangerous" or "dangerous" or "vicious" by any governmental authority. In addition, an animal's behavior is considered a nuisance under the following circumstances:

- Where the animal causes personal injury or property damage
- Where the animal makes an excessive amount of noise for an excessive period of time, beyond what is considered normal and reasonable

Item 4: Article 9, Section 9.1.9 of the Declaration shall be amended as follows:

9.1.9 Motor Vehicles. ~~No vans or pickups over 1/2 ton,~~ campers, trailers, motorcycles, recreational vehicles, boats and/or boat trailers, commercial vehicles (other than in connection with pick ups and deliveries), or inoperative vehicles shall be stored or parked within the property, or on any Lot, unless parked in a garage with closed doors out of public view, nor shall any motor vehicles by

repaired on the Property or on any Lot. For purposes of this subsection, any vehicle weighing in excess of one half (1/2) ton payload capacity shall be conclusively presumed to be a commercial vehicle. Determinations as to acceptable motor vehicles shall be made in the sole discretion of the Board of Directors of the Association. Motorcycles, dirt bikes, or any other similar vehicle shall not cause excessive noise or otherwise become a nuisance. Additionally, such vehicles shall be required to be walked onto and off the property with engines turned off. Further, golf carts and dirt bikes shall only be allowed to be operated on the Property by someone who has a valid and current driver's license and shall subject to such further rules and regulations adopted by the Board from time to time. Golf carts may only be parked on an Owner's driveway or in the garage and not in front of any doorways or on any other walkway or path, whether or not paved. Vehicles may not be parked on the street overnight (which overnight parking for purposes of this Section shall be defined as 11pm to 6am). Vehicles are not permitted to be parked on the grass. Alternate side parking rules will be in effect (park on even side on even months, odd side on odd months). Any exception to the above must be approved by the Board of Directors Association. In addition, no vehicle of any kind shall be allowed to be parked in front of the fountain at any time. The Association shall have the authority to give warnings, sticker windows, levy fines and ultimately have vehicles towed for repeat offenders.

Item 5: Article 9 of the Declaration shall be amended by the creation of a new Section 9.1.20 as follows:

9.1.20. Solar Panels and Generators. Solar panels are permitted to be installed on the roof subject to Architectural Review and local regulations. Any associated batteries/electrical storage components and equipment may not be visible from the street. Generators are permitted subject to Architectural Review and local regulations. In all cases, solar equipment and generators must be sufficiently landscaped so as to not be visible from the street. Propane tanks must be buried and above ground tanks are not permitted.

Item 6: Article 9 of the Declaration shall be amended by the creation of a new Section 9.1.21 as follows:

9.1.21. Drones and Fireworks. No fireworks shall be used, lit or set off by anyone within any Lot or within the Common Areas at any time. In addition, no drones shall be operated within the Property, including over any Lot or the Common Areas at any time unless express written permission of the Board of Directors has been granted in advance (i.e., such as, for example, for surveying or real estate sales purposes).

Item 7: Article 9, Section 9.5 of the Declaration shall be amended as follows:

9.5. Enforcement. Failure of an Owner to comply with a provision in the Declaration or a provision in the By-Laws, Articles of Incorporation, rules and regulations or Traffic Regulations of the Association shall provide the Association with the right to bring legal action in law or in equity, including but not limited to any action for injunctive relief, damages, or a combination thereof, the right to impose a special Assessment for non-compliance, as provided herein and in the event of a failure to pay Assessments or to abide by the architectural restrictions in the Declaration, the right to foreclose its lien, as provided herein. All costs and expenses incurred by the Association ~~in any such proceeding~~, inclusive of attorney's fees and costs (whether or not litigation is instituted) including such costs and attorney's fees on appeal, shall be the responsibility of the Owner determined by the Association to be in violation. Collection of such attorney's fees may be enforced by any method in this Declaration providing for the collection of an Assessment, including but not limited to a foreclosure proceeding. In addition to the foregoing, the Association shall have the authority to levy fines and suspensions in accordance with the procedures and requirements of Section 720.305, Fla. Stat., as same is amended from time to time. Fines may exceed \$100 per violation or \$100 per day of a continuing violation and may further exceed \$1000 in the aggregate for a continuing violation. Fines shall also be treated as assessments and subject to the collection remedies identified in Article 6 of this Declaration where allowable by law.

Item 8: Article 9 of the Declaration shall be amended by the creation of a new Section 9.6 as follows:

9.6. Lease Approval Authority. In order to assure a community of congenial residents and thus protect the value of the Lots, the leasing of Lots shall be subject to the provisions identified herein:

- a. No lease of any interest in a Lot shall commence without the Lot Owner having first obtained the written approval of such lease by the Association. In addition, any and all such proposed occupants of a Lot being leased must be approved in advance by the Association and shall be subject to all of the restrictions contained in this Section 9.6. Any lease agreement in effect as of the effective date of this amendment shall be deemed approved. However, any renewal or extension of any existing lease, and all new leases, including renewals or extensions of such new leases, after the effective date of this amendment, shall be subject to the provisions of this Section 9.6.
- b. The Lot Owner shall notify the Association, in writing, of his/her intention to lease his/her Lot. A copy of the Lease Agreement and a completed Lease Application package signed by the lessee must be

provided to the Association not less than thirty (30) days prior to the lease of the Lot. The application must indicate the date when such lease is to take place.

- c. Within twenty (20) days after the receipt of a completed and signed application, the Association shall either approve or disapprove of the lease. Disapproval of a lease shall not be arbitrary, but any lessee who is disapproved by the Association shall not be entitled to take possession of the Lot.
- d. Any and all lease agreements between an Owner and a lessee of a Lot shall be in writing, must provide for a term of not less than two (2) months nor more than twelve (12) months. Owners shall not be permitted to lease a Lot for more than two (2) times per twelve (12) month period. The lease agreement must provide that the lease shall be subject, in all respects, to the terms and provisions of this Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association. Any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement.
- e. Security Deposit. The Association has the right to require, as a condition to permitting the leasing of a Lot, the depositing with the Association of a security deposit up to one (1) month's rent or the highest amount allowable by law, made by either the lessor or lessee, which may be placed in a co-mingled account without interest. Upon termination of occupancy of the Lot by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful or negligent act(s) of the lessee or his invitees, tenants or guests, including, but not limited to, damage to the Common Areas. Any amounts remaining from the security deposit after the final costs of the aforementioned expenses are deducted shall be returned to the Lot Owner or Lessee who deposited same, by the Association, not later than fifteen (15) days from the end of the lease term.
- f. Application Fees. The Association may charge an application fee in connection with the lease of any Lot in an amount to be determined by the Board of Directors from time to time, but in no event less than One Hundred Fifty (\$150.00) Dollars per applicant. In addition, the Association shall have the authority to charge an additional fee, in an amount to be determined by the Board of Directors from time to time, where a prospective lessee requests an expedited review of his or her application. Said fee shall be remitted to the Association at

the same time as the Lot Owner provides notice of such lease as provided in subsection (b) of this Section 9.6. The application provided by the Association may also require any further information that the Association may reasonably require for purposes of screening applicants, including but not limited to, criminal background check, credit history, and financial background, including any necessary international background check for any tenant or occupant from another country, or where the Board believes the applicant(s) has been living abroad and the Board has determined that it is prudent to obtain such international background check. In addition to the application fee provided for herein, the Association shall further have the authority to charge the actual cost for any such background check required.

- g. The provisions of this Section 9.6 shall apply to all leases, including all renewals and extensions of such leases. If a Lot Owner shall lease his/her Lot, he/she shall remain liable for the performance of all of the agreements and covenants in the Association documents and shall be liable for any violations by his/her lessee of any and all use restrictions.
- h. The lessee may be required to meet (either in person or via remote communication) with the Association to acknowledge that he/she takes occupancy subject to, and agrees to abide by the Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association. Such meeting shall take place after the Association has received the name, address and telephone number of the prospective lessee or a copy of the lease, and prior to the date of occupancy.
- i. The Lot Owner must furnish the prospective lessee with a copy of the Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association, and the lessee shall be obligated to sign an acknowledgment stating that the lessee has received such documentation. If the Lot Owner does not have a copy of such documentation, then the Lot Owner will be required to obtain copies from the Association at a reasonable cost at the time of application.
- j. Notwithstanding anything to the contrary elsewhere in this Declaration, the Association neither has the duty to provide an alternate lessee, nor assumes any responsibility for the denial of a lease. Without limiting the Association's ability to disapprove of all leases and all occupants, a proposed tenant or occupant may be disapproved by the Association for Good Cause, which Good Cause

shall be defined as follows:

- (1) The person(s) seeking approval (which shall include all proposed occupants) fails to qualify for membership or occupancy in the Association, including, but not limited to, those applicants who fail to qualify for membership or occupancy because of the restrictions on occupancy or ownership set forth in this Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations of the Association, as same may be amended from time to time; or
- (2) The person(s) seeking approval (which shall include all proposed occupants) has been convicted at any time of a felony involving violence to persons or moral turpitude; or a felony where the victim was a minor; or a felony where such person has been convicted of the illegal manufacture or distribution of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802). Notwithstanding the foregoing, the Association shall only have the authority to disapprove pursuant to this subparagraph (2) if the conviction for such felonies occurred within the last five (5) years preceding the date of application, or, if the period of incarceration served for any such felony exceeded five (5) years, then the Association shall only have the authority to disapprove for such convictions where the convicted felon was released from incarceration within the past five (5) years preceding the date of application; or
- (3) The person(s) seeking approval (which shall include all proposed occupants) is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction; or
- (4) The person(s) seeking approval (which shall include all proposed occupants) takes possession of the Lot prior to the approval by the Association as provided for herein; or
- (5) The person(s) seeking approval (which shall include all proposed occupants) has a history of violating the

Association's governing documents, or a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this or any other Association as a lessee, guest, owner or occupant of a Lot; or

- (6) The person(s) seeking approval (which shall include all proposed occupants) fails to comply with the requirements of this Section 9.6, or misrepresents or includes any false information on any of the application materials submitted to the Association; or
- (7) The person(s) seeking approval (which shall include all proposed occupants) has a history of bad credit, or has a history of non-payment of assessments or other financial obligations to this or any other Association, or is otherwise demonstrated to be a clear financial risk to the Association; or
- (8) No lease will be approved if, at the time of the application, the Lot Owner is delinquent in the payment of any financial obligation to the Association under the Declaration or under any of the governing documents or the applicable Statute, or if the Lot is in violation of any provision of the Declaration or the Rules and Regulations which remains uncured at the time an application is made hereunder.
- (9) Notwithstanding the foregoing grounds for disapproval, the Association shall have the authority to conduct a personal interview with any such applicant(s) or obtain and/or review any information or documentation provided by any applicant(s) which would tend to mitigate any of the grounds for disapproval identified above, and the Association shall have the authority to review and rely upon any such mitigating information or documentation before making a final determination as to whether to approve or disapprove any such applicant(s) pursuant to this Section 9.6.

- k. There shall be no subleasing of a Lot, and no portion of a Lot (other than the entire Lot) may be rented. In addition, no transient tenancies shall be allowed, such as, but not limited to, a lease, license or other transfer or tenancy through an organization such as Air BNB, VRBO, or any other similar entity, website or organization, and it shall be considered a violation of this provision to list or post a Lot on any such website or through any such company, agency or organization.
- l. Guests, other than an immediate family member, which shall be defined as an Owner's spouse (including domestic partners or similar spousal equivalent), parents, children, grandchildren, grandparents or siblings, who are not paying rent to the Owner, who are occupying a Lot without the Owner in residence for a period in excess of thirty (30) days in any twelve-month period, shall be considered a tenant and subject to the restrictions contained in this Section 9.6. In addition to the foregoing, all proposed occupants of a Lot must be included in the lease, and there shall be no more than two (2) unrelated persons allowed to be on the lease at any given time.
- m. With respect to any tenant or any person present on any Lot or any portion of the Properties other than an Owner and the members of his immediate family permanently residing with him on the Lot, if such person materially violates any provision of this Declaration, the Articles, Bylaws, or duly adopted Rules and Regulations of the Association, all as same may be amended from time to time, or if such person is a source of annoyance to the residents of the Properties, or willfully damages or destroys any Common Areas or personal property of the Association, then upon written notice by the Association, such person shall be required to immediately leave the Properties, and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Properties and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner, and the Association may collect such assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.
- n. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Lot is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the

tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Lot according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose.

In addition to any notice to a tenant of a Lot permitted to be given by law, an Owner by acceptance of a deed to a Lot, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Lot of any delinquency by the Owner of the Lot in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Act ("FDCPA") 15 U.S.C. Section 1692 et. seq.

- o. No Lot Owner who purchases a Lot or otherwise acquires title to a Lot after the effective date of this amendment shall be entitled to lease his or her Lot until such Lot Owner has owned the Lot for a period of twelve (12) months, which twelve (12) month period shall commence upon the date title was acquired. For purposes of this Section, where a Lot Owner acquires title to a Lot and there is an existing tenant residing in the Lot under a lease agreement with the previous owner, such tenant shall be allowed to reside for the remainder of the lease term but must leave the property upon the end of the then-existing lease agreement. The twelve (12) month restriction on renting the Lot will then commence upon the termination of any such existing lease agreement in place at the time the Lot Owner acquires title to the Lot. Such twelve (12) month restriction on leasing shall not apply to the Association, in the event the Association takes title to a Lot as a result of foreclosure, deed in lieu of foreclosure or otherwise. Additionally, this requirement shall not apply where title is acquired by an immediate family member of

the Lot Owner, which immediate family member shall be defined as the Owner's spouse (including domestic partners or similar spousal equivalent), parents, siblings, children, grandchildren or grandparent, or where the Lot has been transferred or otherwise conveyed to a trust or otherwise conveyed for bona fide estate planning purposes or pursuant to a bona fide estate planning device. In addition, such twelve (12) month restriction on leasing shall not apply where title is acquired by one spouse from another spouse through a judgment or decree of divorce.

Item 9. Article 13, Section 13.2.1 of the Declaration shall be amended as follows:

13.2.1 Except as provided herein below, an amendment ~~initiated by any party other than Declarant~~ must obtain the approval of at least a majority ~~eighty percent (80%)~~ of the total votes of Members; ~~provided that until such time as the Declarant relinquishes control of the Association, all amendments must include the joinder of Declarant.~~