EXHIBIT "A"

NOTE: (underlined words are to be added, ~~strike through~~ words are to be removed).

COMMUNITY DECLARATION

AMENDMENT #1:

10. Maintenance by the Association. Except as may be otherwise provided in Supplemental Declaration designating a Neighborhood or a Neighborhood Declaration specifying the maintenance requirements applicable to a particular Neighborhood, the following provisions shall relate to all of AVALON TRAILS:

10.2 Landscape Maintenance. The Association shall be responsible for maintaining the landscaped areas within each Single Family Parcel and Townhome Parcel in accordance with the following terms:

10.2.3 ~~No~~ Owner Landscaping. ~~No owner shall modify any landscaping as initially installed by the declarant or Builder. Individual landscaping is not permitted, except in areas specifically designated by the Association or Declarant as part of the common gardening area~~. Any proposed landscaping modifications on a Home or Villa property must be applied for and approved by the Architectural Review Committee. The maintenance of any landscaping modifications made by an Owner shall be the responsibility of the Owner and any subsequent Owner in the event of a sale or transfer of title to the Home or Villa.

AMENDMENT #2:

10.9 Townhome Neighborhood Maintenance. With respect only to the Townhome Neighborhood, the Association shall be exclusively responsible for the following to be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion:

10.9.2 Roofs and Gutters. The Association shall repair and replace roofs of Homes
located within the Townhome Neighborhood, including shingles and roof decking~~; however, the Association shall have no obligation to repair or replace~~ and roof trusses or other structural components of the roof. The Association shall conduct routine maintenance of roof gutters (if any) of Homes located within the Townhome neighborhood, including clearing, repair and ensuring the proper functioning of such gutters. The cost associated with any such roof or gutter maintenance, repair and replacement shall constitute part of the Neighborhood Expenses for the Townhome Neighborhood Expenses for the Townhome Neighborhood and each Owner of a Townhome Parcel shall pay an equal share of such costs.

AMENDMENT #3:

12. Use Restrictions. The following Use Restrictions shall apply to all Parcels within AVALON TRAILS except for any Parcels owned by the Declarant; provided however, a Neighborhood Declaration or Supplemental Declaration designating a Neighborhood may include additional restrictions or provisions that are more restrictive than the provisions of this Declaration. Each Owner and Builder (except as otherwise provided herein) must comply with the fol1owing:

12.2 Animals. No animals of any kind shall be raised, bred or kept within AVALON TRAILS for commercial purposes. No swine, poultry or other livestock of any kind may be kept in and/or on any Parcel and/or Home or Unit or brought into AVALON TRAILS by an Owner, or its guests, Lessees, licensees, agents or family members. Owners may keep not more than two (2) domestic household pets which are defined as domesticated dogs, cats, rabbits, rodents, turtles and caged birds provided that said pets: (i) are not kept, bred or maintained for any commercial purpose; and (ii) are not left unattended outside a Home or Unit. ~~as permitted by the County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time, subject to the Americans with Disabilities Act and the Federal Fair Housing Act.~~ Pets permitted by this Section 12.2 may be kept or harbored in a Home or Unit only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home or Unit is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home or Unit unless such pet is kept on a leash or within an enclosed portion of the Parcel. No pet or animal shall be "tied out" on the exterior of the Home or Unit or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Parcel. When notice of removal of any pet is given by the Board, the pet shall be removed within forty eight (48) hours of the receipt of such notice. The Owner responsible for a pet shall be responsible for removing from the Common Areas any matter created by the pet and disposing of the same in a sanitary manner. Each Owner shall be responsible for all the activities of its pet. The Association shall not be liable for any personal injury, death or property damage resulting from a violation of this subsection, and any occupant of a Home or Unit committing such a violation shall fully indemnify and hold harmless the Association, and each Owner in such regard for any and all claims and damages, including attorney's fees and costs, arising out of bodily injury or property damage to third parties caused by their pet. A pet owner is responsible for the cost of repair or replacement of any Common Areas or improvements thereon damaged by such owner's pet as well as any attorney's fees and costs incurred by the Association to compel compliance with this or any other provision of this section. Without limiting the generality of this Section, a violation of the provisions of this section shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Owners and/or to require, through order of the Board, any pet to be permanently removed from the Home or Unit. Notwithstanding anything to the contrary contained herein, all restrictions set forth in this Section 12.2 are subject to the Americans with Disabilities Act and the Federal Fair Housing Act.

Notwithstanding the foregoing, upon request by anyone for an accommodation for an emotional support animal, they will be required to provide reliable information as to their disability and disability-related need for the animal, as well as proof of vaccination and licensure of the animal with the County and approvals shall not be unreasonably delayed or withheld. Upon request by anyone for an accommodation for a service animal, they will be required to provide information that the animal is required because of a disability and identify the work or task the animal has been trained to perform, in addition to providing proof of vaccination and licensure of the animal with the County and approvals shall not be unreasonably delayed or

withheld. The foregoing requirements for accommodations may also be extended or expanded upon to the extent permissible under applicable law.

In regard to an approved emotional support animal or service animal, the animal must be carried or kept on a leash at all times when outside of a Home or Unit such that it is under the control of its owner or any other person who is walking/carrying it. An owner of an animal or any walker/carrier of it shall immediately pick up and remove any solid animal waste deposited by their animal on Common Areas or improvements thereon. An owner of an animal shall compensate any other person hurt or bitten (or whose pet or animal is hurt or bitten) by his or her animal and shall indemnify and defend (including attorney's fees and costs) the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal on or within the Home or Unit or Common Areas or improvements thereon. An owner of an animal shall also be responsible for any damages caused to the Common Areas or improvements thereon by their animal or by an animal owned by any of their tenants, residents or guests, the cost of which shall be collectible, lienable and foreclosable against such Owner to the same extent as an unpaid Assessment under this Declaration. If an approved emotional support animal or service animal becomes obnoxious or a nuisance by excessive barking, biting, jumping, displaying aggressive behavior or otherwise negatively impacting on the quiet enjoyment to which other residents are entitled, the owner of the animal thereof must cause the problem to be corrected; or, if it is not corrected, the owner of the animal, upon written notice by the Association, will be required to permanently remove the animal from the Home or Unit.

AMENDMENT #4:

12.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of AVALON TRAILS without the prior written approval of the ACC. No more than five (5) ornaments can be placed in the front of a Home or Villa. An ornament is defined as a decorative object serving no practical purpose. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home or Unit and upon the Parcel in the manner permitted hereunder commencing the week before Thanksgiving and shall be removed not later than January15th of the following year. The ACC may establish standards for holiday lights and decorations in its sole discretion. The ACC may require the removal of any lighting or decorations that creates a nuisance (e.g. unacceptable spillover to adjacent Home or Unit or excessive travel through AVALON TRAILS). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes, as amended from time to time, ~~(2018),~~ and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ACC.

AMENDMENT #5:

12.15 Fuel Storage. No fuel storage shall be permitted within AVALON TRAILS, except as may be necessary or reasonably used for barbecues, fireplaces, lawn maintenance equipment, or similar devices. Any fuel storage permitted must not be visible from the street.

AMENDMENT #6:

12.22 Leases. Homes or Units may be leased, licenses or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home or Unit. Individual rooms of a Home or Unit may not be leased on any basis. No transient tenants by accommodated in a Home or Unit. All leases or Occupancy agreements of Homes or Units (collectively, "Lease Agreements") are subject to the provisions of this Section 12.22. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association and all Lease Agreements and prospective Lessees must be approved of by the Association in writing prior to the commencement of the lease. All Lease Agreements and applicants must be submitted for review no later than thirty (30) days prior to the commencement date of the proposed lease. As part of conducting the approval process, the Association shall be authorized to obtain a background and/or financial check on each prospective Lessee and upon issuance of approval, each approved Lessee shall appear before the welcoming committee of the Association for orientation and acknowledgment of the Association Governing Documents. No Lease Agreement may be for a term of less than ~~six~~ twelve (~~6~~ 12) months, and no Home or Unit may be leased more than ~~two~~ one (~~2~~ 1) time~~s~~ in any calendar year unless otherwise approved by the Association in the case of hardship; provided, however, that if a Lessee defaults under its Lease Agreement and the Owner terminates such Lease Agreement on account of such default, then such Owner may be entitled to replace the defaulted and terminated tenancy with a new Lessee under a new Lease Agreement (for a term of at least ~~six~~ twelve (~~6~~ 12) months), and such new tenancy shall not count as an additional lease for the specified period. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By Acceptance of a deed to a Home or Unit, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to his Declaration, the Rules and Regulations and any other policies adopted the Association. Notwithstanding the foregoing, should the Owner fail to perform his or her obligations under this Section 12.22, the Association shall have the right, but not the obligation, to evict such Lessee and the costs of the same shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home or Unit to be used solely as a private single-family residence. Each leased Home or Unit shall be occupied by Lessees, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home or Unit is leased, the Owner of such Home or Unit shall not enjoy the use privileges of the Common Areas appurtenant to such Home or Unit. Additionally, each Owner shall include the following language in any Lease Agreement "The leased premises is part of a community comprised of residents that are mostly fifty-five (55) years of age and older consistent with federal law. The Lessee must be at least fifty-five (55) years of age or older. Additionally, no persons under the age of nineteen (19) may reside within the leased premises."

Each Owner shall collect from the respective Lessee and remit to the Association a security deposit in the amount of ~~Two~~ Five Hundred and No/100 Dollars ($~~2~~5~~0~~0.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home or Unit and/or damage caused to the Common Areas by the Lessee, members of the Lessee's family, or the Lessee's guests and invitees. The Association shall be entitled to apply the deposit to any Lessee obligations in connection with the Home or Unit, Common Area, or otherwise described in this Declaration; provided, that, the Lessee does not undertake obligations after notice from the Association. Unless otherwise applied as provided

herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section 12.22, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home or Unit to a Lessee and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

Reasons for disapproval of a lease, as determined by the Board, may be based on any of the following criteria:

1. Prospective Lessee has a felony or misdemeanor conviction that indicates a demonstrable risk to resident safety or property and which conviction occurred within the ten (10) years preceding the submission of their application;
2. Prospective Lessee is a registered sex offender;
3. Prospective Lessee has a minimum credit score less than 700 (when there is more than one prospective lessee applying for occupancy of a Home or Unit, the individual with the highest credit score may use their credit score to satisfy this minimum requirement for all the prospective lessees of the Home or Unit but only if such individual is on the lease and only if they actually reside at the Unit);
4. Prospective Lessee has a history of financial mischief which may include foreclosure or eviction lawsuits filed against them or bankruptcy filings which occurred within the ten (10) years preceding the submission of their application;
5. Prospective Lessee was dishonest on any written application or communication with the Association;
6. Prospective Lessee prematurely took up residency of a Home or Unit prior to a determination of approval or disapproval by the Board;
7. Owner of the Home or Unit is delinquent on a monetary obligation owed to the Association;
8. Owner of the Home or Unit has uncured violations of the Association's governing documents associated with themselves and/or the Home or Unit; and
9. The Board of Directors shall have authority to add further criteria among the Rules and Regulations.

A Home or Unit may not be leased until after the Owner has held title to it for at least twenty-four (24) months, with the exception that this moratorium shall not apply to:

1. A Home or Unit to which title was acquired by its current Owner prior to the recordation of the amendment adding this provision;
2. A Home or Unit to which title was acquired by a natural person upon the death of the preceding Owner either by way of inheritance or due to the termination of the prior Owner's bona fide life estate;
3. A Home or Unit to which title was transferred from the prior Owner to a

trust for estate planning purposes;

4. A Home or Unit owned by the Association; or
5. A Home or Unit owned by an Institutional Mortgagee acquiring title by way of foreclosure or deed-in-lieu of foreclosure.

However, if at the time of transfer of title to the Home or Unit there is a preexisting lease agreement entered into by the previous Owner and lessee for a lease term that extends past the date of transfer of title, the aforementioned twenty-four (24) month period during which the Home or Unit may not be leased by the new Owner shall commence at the earlier of either 1) the expiration of the current term of the preexisting lease, which preexisting lease may not be renewed or extended or 2) the permanent departure/abandonment by the lessee from the Home or Unit.

AMENDMENT #7:

17. Assessments.

17.12 Resale Contribution. After the Home or Unit has been conveyed by the Declarant or a Builder, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Home or Unit by an Owner a resale contribution in the amount equal to ~~Three Hundred Fifty and No/100 Dollars ($350.00)~~ three (3) months of the lowest current maintenance assessments for a Home or Unit (the "Resale Contribution:). The payment of this Resale Contribution shall not be deemed a credit towards any Assessments or any other monetary obligations that may come due after acquisition of title to the Home or Unit, nor shall it be deemed a credit towards any pre-acquisition Assessments or other monetary obligations that may remain unpaid, due and owing in connection with the former Owner(s) and/or the Home or Unit. This Resale Contribution shall constitute an individual Assessment against the new Owner(s) and their respective Home or Unit that is due upon conveyance of title and if not timely paid it shall be collectable and enforceable to the same extent as any other unpaid Assessments under the terms of this Declaration and applicable Florida Statutes, as they all may be amended from time to time. The Resale Contribution shall not be applicable to conveyances from the Declarant or any Builder. The funds derived from the Resale Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2024) to AVALON TRAILS, including, without limitation, future and existing capital Improvements, Operating Expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, a Builder purchasing a Parcel from the Declarant shall not be obligated to pay the Resale Contribution to the Association. Notwithstanding the foregoing, a Resale Contribution shall not be due upon conveyance of title of a Home or Unit between existing co-Owners of the Home or Unit, between existing Owners and first degree family members, between existing Owners and a trust established for estate planning purposes in either their own name or in their family name, or when any natural person becomes an Owner upon the death of the preceding Owner either by way of inheritance or due to the termination of the prior Owner's bona fide life estate.

BYLAWS

AMENDMENT #8:

4. Board Of Directors

4.3 Neighborhood Representation ~~From and after the Turnover Date, except as otherwise expressly provided herein, the Board shall at all times include at least one (1) Owner of a Parcel or Unit from each Neighborhood. For example, if on the Turnover Date AVALON TRAILS is comprised of the Single Family Neighborhood and Townhome Neighborhood, then the members shall elect at least three (3) Directors: one (1) Director from the Single Family Neighborhood, one (1) Director from the Townhome Neighborhood, and one (1) Director from either the Single Family Neighborhood or the Townhome Neighborhood. Until each Neighborhood is represented by at least one (1) Owner of a Parcel or Unit within such Neighborhood on the Board, the candidates from each Neighborhood receiving the most votes shall be elected to office. Of such candidates receiving the most votes and including at least one (1) Owner from each Neighborhood, the candidate with the most votes (irrespective of the Neighborhood in such candidate owns a Parcel or Unit) shall serve as the Director for three (3) years; the candidate receiving the second highest number of votes shall serve as Director for two (2) years; and the candidate receiving the least amount of votes shall serve as Director for one (1) year. At each Annual Members Meeting thereafter, the members shall elect the appropriate number of Directors for a term of two (2) years, with at least one (1) Owner of a Parcel or Unit from each Neighborhood serving on the Board at all time the Turnover Date. Each Director's respective term shall end upon the election of new Directors at the Annual Members Meeting (except that the term of any Director appointed by Declarant shall extend until the date designated by Declarant, or until the Turnover Date). Notwithstanding anything contained herein to the contrary, in the event there are no candidates from a particular Neighborhood running to as a Director, then the candidates receiving the most votes (irrespective of the Neighborhood which such candidates own Parcels or Units) shall be elected to office.~~ For the first election following the date of the recording of the amendment adding this language, the three (3) candidates receiving the highest number of votes will each serve for a term of two (2) years and the other candidate elected to the Board of Directors will serve for a term of one (1) year. In the event that for the first election following the date of the recording of this amendment, only four (4) candidates run for the four (4) open Board positions, the new Board will determine which one (1) of the four (4) newly elected Directors will serve for a term of one (1) year. At all subsequent elections the Directors elected shall each serve a two (2) year term.

4.4 Removal. ~~Any vacancy created by the resignation or removal of a Board member appointed by Declarant may be replaced by Declarant. Declarant may replace or remove any Board member appointed by Declarant in Declarant's sole and absolute discretion.~~ In the event of death, removal or resignation of a Director elected by the members, the remaining Directors may fill such vacancy and the individual who fills the vacancy shall serve for the remainder of the unexpired term~~, subject to the requirements of Section 4.3~~. Directors may be removed with or without cause by the vote or agreement in writing of members holding a majority of the Voting interests.