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EXHIBIT "A"

AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR KENSINGTON

The Amended and Restated Declaration of Restrictions and Protective Covenants for Kensington is recorded in Official Records Book 12455, at Page 675, in the Public Records of Palm Beach County, Florida. The original Declaration of Restrictions and Protective Covenants for Kensington is recorded in Official Records Book 7660, at Page 853, 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 III, Section 5 of the Amended and Restated Declaration of Restrictions and Protective for Kensington ("Declaration") shall be amended as follows:

Section 5. Lot Maintenance.

Lawn and Exterior Maintenance. The Association shall provide maintenance of all lawn areas, including sprinkler systems, originally installed by the Developer (other than repair or replacement of Owner irrigation clocks and related parts), located within The Properties and all exterior maintenance for each building within The Properties as follows: repair, replace and care for exterior building surfaces (other than front residence doors, windows, screening, garage doors, roof, roof eaves and gutters). The Association shall periodically paint all exterior building surfaces other than windows or screening, but including roofs, roof eaves, gutters and the exterior of the front residence door and the garage doors, and shall also provide periodic cleaning of roofs. The painting of the exterior building surfaces shall be in accordance with Article VI, Section 12 of this Declaration. Each individual Lot Owner shall maintain and repair his individual front residence door, windows, screening, swimming pool, pool deck, landscaping within patio screen enclosures, driveways, garage doors, upgraded landscaping and irrigation, roof, roof eaves and gutters; provided, however, that the Association reserves the right to maintain such areas if, in its sole discretion, the Association deems it desirable. The obligations of the Association as described herein shall extend only to the landscaping and those buildings and fences as were originally installed by the Developer. If requested by an Owner, the Association may, at its option, provide exterior maintenance on Owner-installed improvements, fences, sprinkler systems, shrubs, swimming pools and pool decks, etc., and levy upon the Owner on whose Lot such work is performed a special assessment equal to the cost of such additional work. If any Owner fails to maintain the area located within any fence enclosing his Lot, or to irrigate the landscape easement (if any) adjacent to his Lot, the Association, may, at its option, provide such maintenance service and the Owner shall be responsible for the expense of such maintenance. The Board of Directors of the Association shall estimate the cost of any such exterior maintenance for each year and shall fix the assessments for each year, but said Board shall, thereafter, make such adjustment with the Owners as is necessary to reflect the actual cost of such exterior maintenance. Such assessments for exterior maintenance shall be

against all Lots equally (except for the exterior maintenance specifically requested by an Owner); provided, however, that the cost of any exterior maintenance caused by the negligent conduct of an Owner or by the failure of such Owner to comply with the lawfully adopted rules and regulations of the Association, shall be levied as a special assessment against such Owner. In addition, an Owner may be specially assessed for any damage or injury caused by the negligent conduct of such Owner to any easement areas granted to provide access to perform the exterior maintenance. Further, the Association shall have the authority, though not the obligation, to perform any maintenance that is otherwise required to be performed by an Owner pursuant to this Declaration where an Owner fails to do so, or if, in its sole and absolute discretion, the Board of Directors deems such maintenance to be necessary and desirable. Where the Association takes on such maintenance, it shall have an express easement upon each and every Lot in order to perform any such exterior maintenance, and shall have the authority to charge the costs of such maintenance to the Lot Owner as an individual assessment with full collection rights including the authority to lien and collect such individual assessment pursuant to Article IV, Section 6 of this Declaration. In addition, as part of the Association's responsibility for exterior maintenance, the Association shall have the authority to inspect an Owner's Lot in order to determine if any necessary maintenance or repairs must be performed by the Owner in order to bring the Lot into a proper state of repair as well as in order to bring the property into a proper condition in order to allow the Association to perform its necessary maintenance obligations. Where an Owner fails to perform such necessary maintenance or bring the Lot into proper repair in order for the Association to be able to perform maintenance pursuant to this Section 5, the Association shall also have the authority to perform any such necessary repairs and/or maintenance and shall further have the authority to charge the costs of such maintenance and repairs as an individual assessment with full collection rights. For example, where the Association needs to access the Lots in order to paint the exterior surfaces of the buildings, the Association shall have the authority to inspect the Lots and buildings and require the Owner to perform any necessary maintenance in order to allow the Association to properly paint the buildings. Where the Owner fails to perform any such maintenance, the Association shall be authorized to perform such maintenance and charge the costs to the Owner as an individual assessment. The Owner shall additionally be responsible to maintain water and electric service to the Lot. The Association shall have the authority, although not the obligation, to contract for water or electric services to an individual Lot where the Owner has abandoned the home or otherwise has turned off or interrupted such service, and the Board, in its sole and absolute discretion, has determined that electric and/or water service is necessary in order to properly maintain the Lot and home. Any costs incurred by the Association in obtaining water and/or electric service under this Section shall also be billed to the individual Owner as an individual assessment with full collection rights. In addition to having the authority to charge the Owner as an assessment for any of the maintenance required pursuant to this Section 5 along with all costs of collection, the Association shall further have the authority to charge an administrative fee for any maintenance that is necessary to be performed pursuant to this Section 5. Nothing contained herein shall obligate the Association to make repairs, replacements or improvements damaged by fire, windstorm, hail or other

casualty; such repairs or replacements shall be made by the Owner of the Lot which suffers damage. The Association shall not be obligated to repair any mechanical equipment (e.g., air conditioning unit, water pumps) which are part of the residences located on the Lots, nor shall it be responsible for any repairs which could be made pursuant to the terms of any warranty covering a residence. It is the intention hereof that the Association shall perform only routine maintenance as described in this Section 5. In addition, the Association shall not be responsible for any roof replacement but shall only provide periodic painting and cleaning of the roofs and roof eaves as described above, as determined in the sole discretion of the Board of Directors from time to time.

Item 2: Article IV, Section 6 of the Declaration shall be amended as follows:

Section 6. Collection of Assessment; Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of the Association. If the assessments are not paid when due, then such assessments shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from Grantor the amounts paid by the Grantee therefor.

If the assessment is not paid within ~~thirty (30)~~ fifteen (15) days after the due date, the Association may impose a late charge of up to \$25.00, or five (5%) per delinquent installment of the yearly assessment, whichever is greater, and interest at the highest rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid, or may foreclose the lien against the property on which the assessment is unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, attorney's fees and costs of preparing and filing the claim of lien and complaint in such action as well as any other attorney's fees incurred, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorney's fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder including, if required pursuant to the Master Declaration, the payment of Master Association Assessments.

As an additional right and remedy of the Association, upon default in the payment of assessments due under this Declaration as aforesaid and after thirty (30) days' prior written notice to the applicable Owner and the recording

of a claim of lien, the Association may declare the assessment installments for the remainder of the budget year to be accelerated and immediately due and payable. In the event that the amount of such installments changes during the remainder of the budget year, the Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

Item 3: Article IV, Section 7 of the Declaration shall be amended as follows:

Section 7. Subordination of the Lien to Mortgage. The lien of the assessment provided for in this Article IV shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as a state or federal bank or savings and loan association, an insurance company, trust company, savings bank, credit union, real estate or mortgage investment trust, mortgage broker, mortgage banker, private mortgage insurance company, the United States Veterans' Administration, United States Federal Housing Administration or lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an institutional lender shall be deemed an institutional lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and any similar institutions created in the future shall be deemed institutional lenders, regardless of where any mortgage held by any of them originated. A mortgagor in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure, as well as subject to the liability and lien of any assessment that otherwise came due before such foreclosure or conveyance in lieu of foreclosure as provided under Section 720.3085, Fla. Stat. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 7 shall be deemed to be an assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Item 4: Article IV of the Declaration shall be amended by the creation of a new Section 8 as follows:

Section 8 - Working Capital Fund. A Working Capital Fund will be established for the Association, which shall be collected from each Lot Purchaser at the time of conveyance of each Lot to such Purchaser in an amount equal to three (3) months of the annual Assessment for Purchaser's Lot, or such other amount as is determined by the Board of Directors in its sole and absolute discretion. Each Lot's share of the working capital fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot, including all resales. The purpose of this fund is to assure that the Association's Board of Directors will have cash available to meet expenditures or to pay for expenses or acquire additional equipment deemed necessary or desirable by the Board of Directors. Amounts paid into the fund are not to be considered as advanced payment of regular Assessments. The Working Capital

Fund may be used by the Association, at the discretion of the Board, to pay any Association expenses. While the Working Capital Fund shall not be deemed an advanced payment of regular assessments, the Working Capital Fund shall be treated as an assessment for purposes of collection, and the Association shall have all of the rights and remedies under Article IV, Section 6 for the collection thereof.

Item 5: Article VI, Section 9 of the Declaration shall be amended as follows:

Section 9. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that ~~dogs, cats, or other household pets may be kept~~ two (2) dogs, or two (2) cats, or one (1) dog and one (1) cat may be kept, subject to rules and regulations of the Association, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. No Pit Bulls, Pit Bull breeds or Pit Bull mixes or any other dangerous breed of animal may be kept upon the Property, and any such pets or any other pet that constitutes a nuisance or annoyance to any person or to the property shall be required to be removed from the Property on a permanent basis. No dogs or other pets shall be permitted to have excretions on any Lot, or anywhere else within The Properties except in locations designated by the Association in its rules and regulations. In addition, no dogs shall be allowed to run loose on the property and all dogs shall be properly kept on a leash at all times when being walked on the Common Areas and shall abide by any and all local leash laws. Notwithstanding the foregoing, Owners may keep small, common indoor household pets such as fish, birds, hamsters and the like. However, no outdoor animals, other than dogs and cats as identified above, of any kind may be kept on the Property or any Lot at any time.

Item 6: Article VI, Section 12 of the Declaration shall be amended as follows:

Section 12. Exterior Appearances and Landscaping. ~~The painting, coating, stain and other exterior finishing colors on all buildings shall be maintained as originally installed in accordance with provisions of this Declaration without prior approval of the Architectural Control Board, but prior approval by the Architectural Control Board and the Master Association shall be necessary before any exterior finishing color is changed.~~ The painting, coating, staining and other exterior finishing colors on all residential buildings and front entry gates shall be performed and determined by the Board of Directors in its sole and absolute discretion in accordance with Article III, Section 5 of this Declaration. When painting the exteriors of the buildings, the Association shall have the authority, though not the obligation, to provide the Owners with a choice of colors from a color palette approved by the Board of Directors. Prior approval of the Master Association shall be necessary before any exterior finishing color is changed. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained in accordance with the Declaration, as originally installed unless the prior approval for any substantial change is obtained from the Architectural Control Board and the Master Association, which substantial change shall be the maintenance obligation of the Lot Owner.

Item 7: Article VI, Section 19 of the Declaration shall be amended as follows:

Section 19. Conveyances. In order to assure a community of congenial residents and thus protect the value of the dwellings, the sale or lease of Lots shall be subject to the following provisions.

A. ~~The Lot owner shall notify the Association, in writing on an application form provided by the Association, of his/her intention to sell or lease his/her Lot. The name, address, and telephone number of the prospective Purchaser for sale or a copy of the lease must be provided to the Association, with the date when such lease or sale is to take place, not less than fourteen (14) days prior to the sale or lease of the property. The proposed Tenant shall deposit a security deposit of \$550 with the application form and a screening fee of \$50. The Tenant will be refunded the \$550 security deposit at the termination of the lease term within thirty (30) days minus any deductions resulting damage to the Common Elements or fines associated with the Lot during Tenant's tenancy. A Tenant shall be limited to occupancy as required by the Palm Beach County Code of Ordinances and shall only be allowed two vehicles to be registered with "entry passes" to the Lot. The right of the Association to evict the Tenant for failure to abide by the governing documents of the Association shall be considered incorporated within the terms of a Lease.~~

Lease Approval Process: Notwithstanding anything to the contrary contained in this or any other document governing Kensington, the Association, through the Board of Directors shall approve all leases, as set forth herein. The following provisions govern the lease approval process:

(1) Procedure: Any Owner intending to make a lease shall give the Association notice of such intention, together with the name and address of the proposed lessee and such other information concerning the proposed lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall state (or be deemed to state) that lessee is subject to the Association's Amended and Restated Declaration, Articles of Incorporation, By-Laws and Rules and Regulations, as promulgated from time to time. The Owner shall submit to the Association a properly executed application for approval, which application shall be as provided by the Association. In addition, the Board may require a personal interview with the prospective lessee and occupants as a further condition to approval.

(2) Failure to Give Notice: If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring possession of a residence, the Association, at its election and without notice, may approve or disapprove the transfer.

(3) Application: The Board shall prescribe an application form which will require specific data relating to the intended lessee and occupants. Said application shall be completed and submitted to the Association, which application shall also include the lease addendum required under Paragraph E of this Section. By submitting an application, all tenants promise to abide by

all provisions contained in any document governing Kensington Property Owners Association, Inc. In addition, each Owner guarantees that his tenants will abide by all such provisions.

(4) Subleasing shall be prohibited.

(5) Transfer Fee: The Board may charge a non-refundable transfer fee in an amount to be determined by the Board of Directors. The non-refundable transfer fee shall be paid at the time that a properly executed application is submitted to the Association.

(6) Approval or Disapproval: The Association, upon receipt of all information, documents, fees and interview (if required), shall either approve or disapprove the proposed lease within fifteen (15) days. The approval or disapproval shall be stated in a Certificate executed by the President, or the Vice President, or other authorized individual, and shall be delivered to the Owner. The failure of the Association to act within said time period shall constitute an automatic approval.

Any approval granted herein is conditioned upon the tenant and occupants abiding by all provisions contained in any document governing Kensington Property Owners Association, Inc., including the Amended and Restated Declaration, Articles of Incorporation, By-Laws and Rules and Regulations. If the Association determines that a tenant or occupant violates any such provision, the Association may revoke its approval and/or proceed with any and all legal and/or equitable remedies against the Owner and/or tenant, including but not limited to any of the remedies set forth below.

(7) Remedies: In the event the Association determines that any provisions contained herein are not complied with, the Association may approve or disapprove the lease as set forth above. In the event the lease is disapproved, the Association shall have the right to remove any occupant by injunctive relief, eviction or otherwise. In the event any attorneys' fees are incurred by the Association, as a result of non-compliance with this Article, the attorneys' fees will be an individual assessment levied against the subject Owner who shall be responsible to pay same, whether or not a lawsuit is filed.

B. Any and all lease agreements between an owner and a lessee of a lot at Kensington shall be in writing, shall provide for a term of not less than three months and must provide that the lease shall be subject, in all respects, to the terms and provisions of the Declaration, the Articles of Incorporation, Bylaws and the Association Rules and Regulations of Kensington, and the Wycliffe Community Association, Inc. 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. No Lot at Kensington shall be subject to more than one (1) lease in any twelve-month period. Unless provided to the contrary in the lease agreement, an owner, by leasing his Lot, automatically delegates his right of use and enjoyment of the Common Areas and facilities to his lessee and in so doing, the said owner relinquishes his rights during the term of the lease agreement.

C. In the event of a sale, it shall be the responsibility of the purchaser of the Lot to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future maintenance bills and other correspondence from the Association.

~~D. The purchaser or lessee shall be required to meet with the Association to execute a copy of the Rules and Regulations acknowledging that he/she takes title to or occupancy subject to, and agrees to abide by the Rules and Regulations. Such meeting will take place after the Association has received the name, address and telephone number of the prospective Purchaser for Sale or a copy of the lease, and prior to the date of conveyance.~~

~~E. Except as provided in Paragraph "F", it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. However, it is the intent of this paragraph to impose an affirmative duty on the Lot owner to keep the Association fully advised of any changes in occupancy and ownership for the purpose of facilitating the management of the Association membership records.~~

~~F D. If an owner is delinquent in payment of any assessment, the Association has the right to disapprove any sale or lease. In addition, and notwithstanding the foregoing, the Association shall further have the right to disapprove of any sale or lease where the prospective purchaser or tenant has an extensive, recent criminal history and is determined by the Association to be a threat to the community, or is a registered sexual predator or sexual offender. In addition, the Association shall have the authority to disapprove of a prospective tenant or purchaser where such tenant or purchaser, by moving into the community, would automatically be in violation of any of the provisions of this Declaration or any of the Association's governing documents, including, but not limited to, the Rules and Regulations of the Association. The Association shall have the authority to conduct any and all necessary background checks or personal interviews in order to determine whether the prospective tenant or purchaser would pose such a threat to the community or would be in violation of the Association's documents.~~

~~E. Assignment of Rent: In the event an owner becomes delinquent in the payment of assessments to the Association while the Lot is being occupied by a tenant, the Association shall have the right to notify the tenant of such delinquency and demand that the tenant begin paying rental payments to the Association until the delinquency is satisfied. During this period of time, the owner shall not have the right to file an eviction proceeding against the tenant for non-payment of rent. Additionally, the Association shall have the authority, as a condition of approval, to require both the Owner and prospective tenant(s) to enter into a lease addendum or agreement which would require the tenant to pay rent directly to the Association in the event the Owner becomes delinquent in payment of any assessment.~~

~~F. Payment of Assessments: As a further condition for approving a proposed lease, the Board of Directors shall have the right to require one-year payment of assessments to be deposited with the Association. These monies shall be utilized in the event the owner becomes delinquent during the term~~

of the lease. If there remains funds available at the end of the lease term, the funds shall be returned to the owner.

G. Security Deposit: As a further condition to approving a lease, the Board of Directors may charge a security deposit in an amount equivalent to one month's rent.

H. Leasing Provisions. As of the effective date of this amendment, and notwithstanding the foregoing, no tenant who leases a Lot that is governed by this Declaration shall be allowed to continue to lease that Lot or any other Lot that is governed by this Declaration after two (2) calendar years have passed from the beginning of the original lease term. For example, if a tenant leases a Lot and that lease term commences on July 1, 2010, that tenant may only rent a Lot within Kensington until June 30, 2012. After that date, said tenant will not be allowed to lease either that Lot or any other Lot within Kensington for any period of time.

In addition, as of the effective date of this amendment, no Owner may lease his or her Lot for more than a total of two (2) calendar years.

The intent of this amendment is to prohibit any tenant, whether new or already existing, from leasing property within Kensington, for more than two (2) calendar years and to prohibit any Owner from leasing his or her property for more than a total of two (2) calendar years after the beginning of the original lease term. Any such tenant, upon the expiration of the two (2) calendar year period, shall either be required to move out of Kensington or to purchase property within Kensington. The Association shall not approve of any lease where the expiration of the lease term is later than the end of the above referenced two (2) calendar year period.

Notwithstanding the foregoing, no Owner shall have the authority to lease his or her Lot during the first twelve (12) months after purchasing or otherwise taking title to his or her Lot.

For purposes of this Section, the term "tenant" shall refer to any tenant or lessee either in their individual capacity, or on behalf of a corporation, partnership, trust or other entity, and shall include all members of a particular family or household. For example, if either a husband or a wife lease a Lot within Kensington, neither the husband nor wife shall be entitled to lease a Lot within the property after the expiration of the above referenced two (2) calendar year period.

Item 8: Article VI of the Declaration shall be amended by the creation of a new Section 21 as follows:

21. Hurricane Protection. Awnings and/or shutters or similar exterior appurtenances may be permitted or affixed to the exterior of the residence in accordance with rules and regulations adopted by the Association from time to time.

Each Owner who plans to be absent from his or her Lot during the

hurricane season shall prepare prior to his or her departure by:

1. Removing all furniture, plants and other movable objects from his or her porch, terrace, patio, or elsewhere on his or her Lot, where appropriate; and

2. Designating a responsible firm or individual to care for his or her Lot during his absence should same suffer hurricane damage, and furnishing the Board with the name of such firm or individual. Such firm or individual shall contact the Board for permission to install or to remove hurricane shutters, and such party shall be subject to the approval of the Board. This does not relieve Homeowner from sole responsibility for storm preparation and/or damage to other property as a result of inadequate preparation.

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