

This instrument was prepared by
and should be returned to:
Robert Burr, Esq.
Rossin & Burr, PLLC
1665 Palm Beach Lakes Blvd.
The Forum – Suite 101
West Palm Beach, FL 33401

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR KENSINGTON**

THIS CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
KENSINGTON is made by the KENSINGTON PROPERTY OWNERS ASSOCIATION,
INC. ("Association").

WITNESSETH:

WHEREAS, the original Declaration of Restrictions and Protective Covenants for
Kensington was recorded commencing at Official Records Book 7660, Page 853 of the
Public Records of Palm Beach County, Florida, and established covenants running with
the land therein described;

WHEREAS, the Amended and Restated Declaration of Restrictions and
Protective Covenants for Kensington ("Amended and Restated Declaration") was
recorded commencing at Official Records Book 12455, Page 675 of the Public Records
of Palm Beach County, Florida, and established covenants running with the land therein
described;

NOW, THEREFORE, the Association hereby certifies that:

1. The Amendments to the Amended and Restated Declaration and the
Amended and Restated Articles of Incorporation attached hereto as Exhibit "A" have
been properly and duly approved and adopted by the Association.
2. The attached Amendments shall run with the real property subject to the
Amended and Restated Declaration and shall be binding on all parties having any right,
title or interest in the real property subject to the Declaration, their heirs, successors and
assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date
indicated below.

Witnesses:

KENSINGTON PROPERTY OWNERS
ASSOCIATION, INC.

Brittney Carrasquillo
Witness signature
Printed name: Brittney Carrasquillo
Post office address:
3900 Woodlake Blvd., Suite 309
Lake Worth, FL 33463

By: *Saul Friedland*
Saul Friedland
Association President
Post office address:
3900 Woodlake Blvd., Suite 309
Lake Worth, FL 33463

Brittney Carrasquillo
Witness signature
Printed name: Brittney Carrasquillo
Post office address:
3900 Woodlake Blvd., Suite 309
Lake Worth, FL 33463

By: *Jean Dizik*
Jean Dizik
Association Secretary
Post office address:
3900 Woodlake Blvd., Suite 309
Lake Worth, FL 33463

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this 12 day of November, 2025 by Saul Friedland as President and Jean Dizik as Secretary of KENSINGTON PROPERTY OWNERS ASSOCIATION, INC. who are personally known to me or who produced _____ as identification.

Tylisa Chong
Notary Public
Name: Tylisa Chong
My Commission Expires:

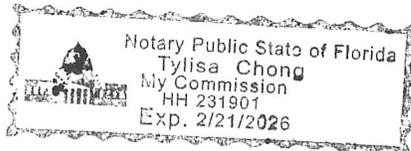


EXHIBIT "A"

AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS FOR KENSINGTON
("Declaration")

[Added language is underlined. Deleted language is ~~stricken through~~.]

Article IV, Sections 7 and 8 of the Declaration shall be amended to read as follows:

"Section 7. Priority of Association's Lien. The Owners of a Lot are jointly and severally liable with the previous Lot Owner for all unpaid assessments, and to the extent allowed by law, interest, late fees, and attorney and paralegal fees and costs that came due up to the time of transfer of title. The Association's lien relates back to the recording of the original Declaration of Restrictions.

However, as provided in Florida Statute 720.3085, as amended from time to time, the liability of a first mortgagee or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that become due before the mortgagee's acquisition of title, shall be the lesser of:

1. The Lot's unpaid regular periodic or special assessments that accrued or became due during the twelve (12) months immediately preceding the acquisition of title for which payment in full has not been received by the Association; or

One (1%) percent of the original mortgage debt.

The limitations on first mortgagee liability provided in this section apply only if the first mortgagee filed suit against a Lot Owner and initially joined the Association as a defendant in the mortgage foreclosure action.

For the purposes of this section, the term "successor or assignee" used with respect to a first mortgagee includes only a subsequent holder of the first mortgage.

If a party other than the first mortgagee or its successor or assignee as a subsequent holder of the first mortgage, buys a Unit at the foreclosure sale, that party is obligated to pay the Association all unpaid back assessments, and to the extent allowed by law, interest, late fees, and attorney and paralegal fees and costs.

Once a first mortgagee takes title, the mortgagee is responsible to pay assessments the same as any other Owner.

Notwithstanding the above, if a first mortgage is recorded in the Public Records after the Association's Claim of Lien is recorded, the first mortgagee which buys back the Unit at the foreclosure sale is responsible for all unpaid back assessments, and to the extent allowed by law, interest, late fees, and attorney and paralegal fees and costs.

The Association assessments are superior in priority to second and third mortgages regardless of whether the Association has recorded a lien prior to the second or third mortgage being recorded. If a second or third mortgage holder files a foreclosure action, the second or third mortgage holder or any other person or party who buys the Lot at the foreclosure sale is responsible for all unpaid back assessments, and to the extent allowed by law, interest, late fees, and attorney and paralegal fees and costs.

Article IV of this Declaration shall be deemed automatically amended to conform to Florida Statutes, Chapter 720, as Chapter 720 is amended from time to time.

~~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 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."~~

"Section 8. Capital Contribution by Resale Purchasers. In all future resales of Lots occurring after this amendment is adopted, the purchaser(s) of a Lot shall be required, at the time the Lot is conveyed, to make a capital contribution to the Association equal to four(4) quarters of annual Association assessments. The capital contribution is not a prepayment of assessments. The funds provided by the capital contributions may

be used by the Association for all valid common expense purposes of the Association. If the capital contribution is not paid at the time of conveyance, the Association shall impose the capital contribution as an assessment against the purchaser(s) Lot collectable as any other assessment.

~~**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."~~

~~-END-~~