

THIS INSTRUMENT PREPARED BY  
AND RECORD AND RETURN TO:

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**THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR KENSINGTON**

**THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR KENSINGTON** (the "Third Amendment") is made effective June 23, 2014 ("Effective Date"), by **KENSINGTON OWNERS ASSOCIATION, INC.**, a Florida non-profit corporation (the "Association").

**RECITALS:**

A. Kensington, LLC, a Florida limited liability company, has previously executed the Declaration of Covenants, Conditions, Restrictions and Easements for Kensington which is recorded in Official Records Book 2353, at page 554, as amended amended by First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Kensington recorded in Official Records Book 3150, at page 1427, and as amended by Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Kensington recorded in Official Records Book 3670 at page 1191, and re-recorded in Official Records Book 3672, at page 1766, all of the public records of St. Johns County, Florida (together, the "Declaration").

B. Pursuant to Section 10.11.2 of the Declaration, the Declaration may be amended by a two-thirds (2/3) vote of the Class A Members of the Association, and the Class B Member, if any.

C. The Class B Membership has terminated prior to the Effective Date. At a meeting held on June 23, 2014, not less than two-thirds (2/3) of the Class A Members present at a duly called meeting of the Association voted to approve this Third Amendment.

**NOW THEREFORE**, the Association hereby amends the Declaration as follows:

1. The Association confirms that the above-stated recitals are true and correct. All capitalized terms contained in this Third Amendment shall have the same meanings as such terms are defined by the Declaration.

2. The following provisions are hereby added to Section 7.4 of the Declaration as follows:

Any Owner who is aggrieved by the NCC's or MC's approval or disapproval of any application for architectural approval shall have the right, which must be exercised within thirty (30) days following the date of such approval or disapproval, to deliver a written appeal to the Board of Directors for a final determination as to whether such application should be approved or disapproved.

The Board of Directors' decision with respect to any such appeals shall be dispositive and no further appeal shall be available.

3. Section 8.27 of the Declaration is hereby amended and restated in its entirety as follows:

Section 8.27 Athletic or Play Structures.

(a) On Lots other than corner lots, (i) any athletic or play structure shall be located directly behind the residence within an area bounded by the prolongation of the side boundaries of the residence extended to the rear lot line; and (ii) any such athletic or play structure shall otherwise be subject to the requirements of the architectural guidelines (the "Architectural Guidelines") promulgated pursuant to Article VII of this Declaration.

(b) On corner lots, (i) not more than one (1) athletic or play structure shall be permitted in any yard within view from an adjacent street; (ii) any such athletic or play structure shall be located directly behind the residence within an area bounded by the prolongation of the side boundaries of the residence extended to the rear lot line; and (iii) any such athletic or play structure shall otherwise be subject to the requirements of the Architectural Guidelines.

(c) Notwithstanding any provision of this Section 8.27 to the contrary, portable basketball goals may be located within the driveways of all lots within Property, provided however, (i) such portable basketball goals must be maintained in like new condition at all times; and (ii) such portable basketball goals must be stored away twenty-four (24) hours prior to the expected arrival of any named severe storm predicted to travel within two hundred (200) miles of the Property.

4. Except as specifically amended hereby, the Declaration shall remain in full force and effect.

[Signatures begin on following page]

IN WITNESS WHEREOF, the Association has caused this Third Amendment to be duly executed as of the date and year first above written.

Signed, sealed and delivered in the presence of:

Kathy Wachs  
KEELY WIECHERS

(Print Name)

Nancy L. Fraser  
NANCY L. FRASER

(Print Name)

KENSINGTON OWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: Kamesh Aysola

Name Printed: KAMESH AYSOLA

Title: president

STATE OF FLORIDA )

COUNTY OF Duval )

The foregoing instrument was acknowledged before me this 28 day of July, 2014, by Kamesh Aysola as President of **KENSINGTON OWNERS ASSOCIATION, INC.** a Florida non-profit corporation, on behalf of the corporation

x Debra Diane Solomon

Notary Public, State of Florida at Large

Name Printed: Debra Diane Solomon

Commission # 8711980

My Commission Expires: 2/15/17

He/she is [check one]:

Personally Known

or Produced I.D.

Type of Identification Produced

Personally Known

**DEBRA D. SOLOMON**  
Notary Public, State of Florida  
My Comm. Expires Feb. 15, 2017  
Commission No. EE 871980