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After recording, please return to:
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CROSS REFERENCE: Deed Book: 1240
Page: 159

AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR KENSINGTON

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR KENSINGTON ("Amendment") is
made this 26th day of August, 2022 by **KENSINGTON OWNERS
ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter called the "Association").

WITNESSETH:

WHEREAS, Pinehurst Corporation, as "Declarant", executed that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Kensington, recorded March 19, 1999 and filed at Deed Book 1240, Page 159, *et seq.*, Douglas County, Georgia land records; (hereinafter as may be supplemented and/or amended from time to time collectively referred to as the "Declaration"); and

WHEREAS, the Association is a nonprofit corporation organized under the Georgia Nonprofit Corporation Code to be the Association named in the Declaration to have the power and authority set forth therein; and

WHEREAS, pursuant to Article 12, Section 12.6 of the Declaration, the Declaration may be amended upon the affirmative vote or written consent of at least two-thirds of the Owners and the consent of Declarant; and

WHEREAS, at least two-thirds of the Owners have agreed by affirmative vote or written consent, or any combination thereof, to amend the Declaration as provided herein; and

WHEREAS, at least two-thirds of the Owners have agreed to the amendment as provided herein; and

WHEREAS, Declarant no longer owns any property in the community and no longer has the right to unilaterally annex additional property to the Community and a certificate of occupancy has been issued for a dwelling on each Lot in the Community; and

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by reference is the sworn statement of the Secretary of the Association, which sworn statement states that: (a) at least two-thirds of the Owners agreed to the foregoing Amendment; (b) the consent of at least two-thirds of the Owners was lawfully obtained; and (c) that any notices required under the Declaration, Bylaws and the Act were given;

NOW THEREFORE, the Association hereby adopts this Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Kensington, hereby declaring that all of the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration, amended as follows:

1.

The Declaration is hereby amended by deleting Article 7, Section 7.5, entitled "Leasing" in its entirety and replacing it with a new Article 7, Section 7.5 to read as follows:

7.5 Leasing. In order to protect the equity of the individual Owners of Lots, to carry out the purpose for which the Association was formed by preserving the character of the Community as a homogenous residential neighborhood of predominantly owner-occupied homes and by preventing the Community from assuming the character of a renter-occupied neighborhood, leasing of Lots shall be governed by the restrictions imposed by this Section. Except as provided herein, the leasing of Lots shall be prohibited

No Owner may lease his or her Lot unless: (1) the Lot is a Grandfathered Lot, as defined herein; (2) the Owner has received a leasing permit, in writing, from the Board of Directors and has occupied the Lot as his or her primary residence for a period of at least twelve (12) months immediately prior to the date of the leasing permit; or (3) the Owner has received a hardship leasing permit, in writing, from the Board of Directors, all as may be more specifically set forth below.

(a) Definitions.

(i) Leasing means the regular, exclusive occupancy of a Lot by any Person(s) other than the Owner for which the Owner received any consideration or benefit, including, but not limited to, a fee, rent, gratuity or emolument. For purposes hereof the following shall not constitute leasing: (A)

occupancy of the Lot by a family member of an Owner; (B) occupancy of the Lot by a roommate of an Owner-occupant; (C) occupancy of the Lot by one or more wards if the Lot is owned by their legal guardian; or (D) occupancy of the Lot by one or more beneficiaries of a trust if the Lot is owned in trust by the trustee.

(ii) Grandfathered Lot. Grandfathered Lot means any Lot being leased as of the Effective Date. Grandfathered Lots may continue to be leased until title to said Lot is conveyed to any Person or entity other than the Person or entity holding record title as of the Effective Date and the tenant shall comply with all regulations pertaining to the use of the Lot set forth in the Declaration and any amendments thereto, the Bylaws and any rules and regulations of the Association. All Owners of Grandfathered Lots shall file a copy of the lease agreement in effect with the Board within thirty (30) days of the Effective Date.

(iii) Effective Date means the date this Amendment is recorded in the Douglas County, Georgia land records.

(b) Leasing Permits. Each Owner desiring to lease a Lot shall submit a request for a leasing permit to the Board of Directors. The Board of Directors shall approve an Owner's request for a leasing permit and shall issue the same if fewer than seven percent (7%) of the Lots in the community are leased.

If seven percent (7%) or more of the Lots are leased, no additional leasing permits shall be issued, except for hardship leasing permits as provided below, until the number of leased Lots falls below seven percent (7%). Owners who have been denied a leasing permit shall be placed on a waiting list to be issued such a permit. When the number of leased Lots falls below seven percent (7%), the Owner at the top of the waiting list shall be issued a leasing permit and shall have ninety (90) days to lease such Lot at which time if the Lot is not leased, the leasing permit shall be revoked and the Owner shall automatically be placed at the bottom of the waiting list. Notwithstanding anything to the contrary herein, the issuance of a hardship leasing permit to an Owner shall not cause such Owner to be removed from the waiting list for a leasing permit.

Leasing permits are automatically revoked upon: (i) the sale or transfer of a Lot to a third party (excluding sales or transfers to an Owner's spouse); (ii) the failure of an Owner to lease such Owner's Lot within ninety (90) consecutive days at any time after the issuance of such leasing permit; or (iii) the occupancy of the Lot by the Owner.

(c) Hardship Leasing Permits. If an Owner must lease such Owner's Lot to avoid an undue hardship, the Owner shall apply to the Board in writing for a hardship leasing permit. The Board may issue or deny requests for hardship leasing permits in its discretion after considering the following factors, which include, but are not limited to: (i) the nature, degree and likely duration of the hardship; (ii) the

harm, if any, which will result to the community if the hardship leasing permit is approved; (iii) the number of hardship leasing permits which have been issued to other Owners; (iv) the Owner's role in causing the hardship or ability to cure the hardship; and (v) whether previous hardship leasing permits have been issued to the Owner.

A hardship hereunder shall include, but not be limited to, the following situations: (i) an Owner dies and the Lot is being administered by the Owner's estate; (ii) an Owner must relocate outside metropolitan Atlanta and cannot, within six months from the date that the Lot was placed on the market, sell the Lot except at a price below the current appraised market value, after making reasonable efforts to do so; or (iii) an Owner takes a leave of absence or temporarily relocates out of the metropolitan Atlanta area and intends to return to reside in the Lot within one year.

Hardship leasing permits shall be valid for a term not to exceed one (1) year. Owners may reapply for additional hardship leasing permits at the expiration of a hardship leasing permit in accordance with the procedures set forth herein.

(d) Leasing Provisions. Leasing authorized under this Section shall be governed by the following provisions:

(i) Notice. Within ten (10) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board of Directors with the following information: (A) a copy of the fully executed lease agreement; (B) the name of the lessee and all other people occupying the Lot; (C) the phone number of the lessee; (D) the Owner's address and telephone number other than at the Lot; and (E) other such information as the Board may reasonably require.

(ii) General. Lots may be leased only in their entirety; rooms, basements or fractions or portions of a Lot may not be leased without the prior written approval of the Board of Directors. All leases shall be in writing. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board of Directors. All leases must be for an initial term of at least one (1) year, except with written approval by the Board of Directors, which shall not be unreasonably withheld in cases of undue hardship. The Owner must provide the lessee with copies of the Declaration, Bylaws, and the rules and regulations and architectural standards of the Association, if any, and the lease shall provide that the Owner has made available to the lessee copies of the Declaration, Bylaws, and the Association's rules and regulations and architectural standards.

(iii) Compliance; Liability for Assessments. If a Lot is leased or occupied in violation of this Section 7.5, then the Board of Directors shall be authorized, in addition to all other available remedies, to terminate the lease and occupancy, to suspend all voting rights and the right to use and enjoy the

Common Property of the Owner and any unauthorized tenants(s) or occupant(s), and to impose fines in accordance with this Declaration.

Each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(A) Compliance with Declaration, Bylaws and Rules and Regulations and Architectural Standards. Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations and architectural standards adopted pursuant thereto and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure such compliance. The Owner agrees to cause all occupants of the Owner's to comply with the Declaration, Bylaws, and the rules and regulations and architectural standards adopted pursuant thereto and is responsible for all violations caused by such occupants, notwithstanding the fact that such occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws and rules and regulations and architectural standards adopted pursuant thereto.

In the event that the lessee or a person living with the lessee violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with the provisions contained herein. If the fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Lot.

Any violation of the Declaration, Bylaws or rules and regulations and architectural standards adopted pursuant thereto by the lessee, any occupant, or any guest of the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from violations of the Declaration, Bylaws or rules and regulations of the Association adopted thereunder, including the power and authority to terminate the lease without liability upon such violation(s) and to evict the lessee and/or the occupant(s) as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof, it being hereby agreed that in such instance the Association shall have standing to terminate the lease and initiate dispossessory proceedings against the lessee and/or the occupant(s). In the event the Association proceeds to evict the lessee and/or the occupant(s) of a Lot, any costs, including attorney's fees and

court costs, associated with the eviction shall be an assessment and lien against the Lot.

(B) Liability for Assessments; Assignment of Rent. If an Owner who is leasing such Owner's Lot fails to pay any annual, special or specific assessment or any other charge owed to the Association for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board of Directors, lessee shall pay to the Association all unpaid annual, special and specific assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board of Director's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board of Director's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which such Owner would otherwise be responsible.

(C) Right to Common Property. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property.

(e) Exemptions. This Section shall not apply to any leasing transaction entered into by the Association or an institutional holder of any first mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such first mortgage.

2.

The Declaration is hereby amended by adding a new Article 7, Section 7.27, entitled "Transient Rentals" to the end of Article 7 to read as follows:

7.27 Transient Rentals. Notwithstanding anything herein to the contrary, under no circumstances shall a Lot be leased, rented or used for short-term transient or hotel purposes or rented through short-term internet rental services, including, without limitation, VRBO, Airbnb, HomeAway, or such other similar rental services.

3.

Unless otherwise defined herein, the capitalized words used in this Amendment shall have the same meaning as set forth in the Declaration.

4.

This Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Douglas County, Georgia and shall be enforceable against the current Owner of any Lot subject to the Declaration.

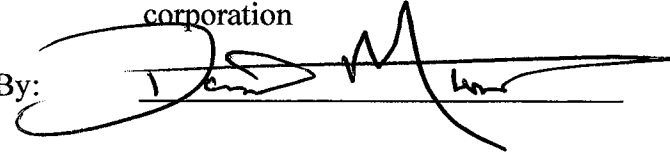
5.

Except as herein modified, the Declaration shall remain in full force and effect.

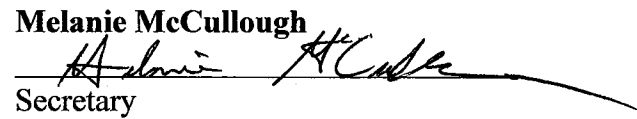
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed under seal the day and year first above written.

ASSOCIATION: **KENSINGTON OWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation

By: 

Print Name: **Daniel Martin**
President

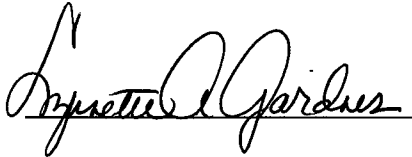
By: 
Print Name: **Melanie McCullough**
Secretary

[CORPORATE SEAL]

Signed, sealed and delivered in the presence of:



Witness



Notary Public

My Commission Expires: 7-12-24

[AFFIDAVIT SEAL]



EXHIBIT "A"

Sworn Statement of Secretary of Kensington Owners Association, Inc.

EXHIBIT "A"

Sworn Statement of Secretary of
Kensington Owners Association, Inc.

STATE OF GEORGIA

COUNTY OF DOUGLAS

Re: Kensington Owners Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the Secretary of Kensington Owners Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his/her own personal knowledge.
3. The foregoing Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Kensington was approved upon the affirmative vote or written consent of at least two-thirds of the Owners n, which approval was lawfully obtained.
4. Any notices required by the Declaration, Bylaws and the Act were properly given.
5. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-3-226.

This the **26** day of **August**, 2022.

By: Melanie McCullough

Print Name: **Melanie McCullough**

Sworn to and subscribed before me this
26 day of August, 2022.

Lynette A. Gardner
Notary Public
My Commission Expires: 7-12-24

[AFFIX NOTARY SEAL]

