

KENSINGTON

ARTICLE 7, SECTION 7.5

In September 2022 the Kensington Owners Association (KOA) amended our original restrictive Covenants.

The complete 2022 Amendment is available on the Kensington web site or can be obtained from the current homeowner.

The current owner is required to furnish any potential buyer with a copy of the Amendment prior to selling their home.

If the home is sold without knowledge of the Amendment all, definitions and leasing aspect still apply to the buyer under Georgia State Law.

RETURN THIS SIGNED DOCUMENT TO

**Kensington Owners Association
P.O. Box 568
Douglasville, GA 30135**



Filed with the state of Georgia

ARTICLE 7, SECTION 7.5

Amendment to the declaration of protective covenants, conditions, restrictions, and easements for Kensington, October 2022.

QUESTIONNAIRE for Seller & Buyer

SELLER

- a) Property Address: _____
- b) Current Title Holder: _____
- c) Title Holder Address (if not in Kensington) _____
- d) Contact Phone: _____
- e) Email: _____
- f) Dated Mailed. _____

Buyer Contact information:

Name (Home Buyer non-agent): _____
Firm/Agency/Realtor Buyer: _____
Home State: _____
Contact/Agent Name & Phone: _____/_____
Email: _____
License Number (if applicable): _____

In receipt of KOA covenants (CC&Rs)? Yes ___ No ___ initial ___

Are you aware of the CC&Rs Article 7. Section 7.5? Yes ___ No ___ initial ___

The amendment states that only 7% (8 homes) of the Kensington properties. Once this number is reached all other leases/rentals are prohibited, until the lease/rentals fall below 7%. Any potential buyer will be put on a waiting list with the KOA until a property is sold 7.5 as per 7.5 paragraph (b).

(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.

I have reviewed signed: _____

Title: _____

AMENDMENT PDF

https://www.kensingtonowners.com/_files/ugd/0945b7_4936ad539cbe40879bf486f5b9e44f3b.pdf

