

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Aaron C. Dunlap, Esq.
Carlton Fields, PA
215 South Monroe Street
Suite 500
Tallahassee, FL 32301

E-RECORDED simplifile®
ID: Book 21669 Page 1496
County: NASSAU
Date: 9.26.2023 Time: 3:46pm

**FIRST AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS, AND
EASEMENTS FOR KINGSLEY CREEK**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR KINGSLEY CREEK (the "Amendment") is made by AVH NORTH FLORIDA, LLC., a Florida corporation ("Declarant") and joined in by Kingsley Creek Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association").

RECITALS

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions Restrictions and Easements for Kingsley Creek was recorded on December 20, 2019 in OR Book 2326, Page 1592, in the Official Records of Nassau County Florida, as the same has been amended and supplemented from time to time (collectively, the "Declaration"); and

WHEREAS, Article XIII.8.A of the Declaration provides that, prior to and including the Turnover Date, Declarant shall have the right to amend the Declaration as it deems appropriate in Declarant's sole and absolute discretion, without the joinder or consent of any person or entity whatsoever; and

WHEREAS, Declarant desires to further amend the Declaration; and

WHEREAS, the Turnover Date has not yet occurred and this Amendment does not materially impair the common plan of development.

NOW THEREFORE, Declarant, with the joinder and consent of the Association, as requested by Developer, but not required by Article XIII.8.A, hereby amends the Declaration as follows:

Amendments

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment.

2. Conflicts. In the event that there is a conflict between this Amendment and the Declaration, this Amendment shall control. Whenever possible, this Amendment and the Declaration shall be construed as a single instrument. Except as modified in this Amendment, the Declaration shall remain in full force and effect. In the event that any amendment(s) to the Declaration have been recorded prior to this Amendment, this Amendment shall be deemed to follow such prior recorded amendment(s) in time and title. In the event of a conflict between this Amendment and any such prior recorded amendment(s), this Amendment shall control.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Amendment to Article XIII – General Provisions. Article XIII is hereby amended in the manner provided hereinafter with respect to Section XIII.2 - Notice, as follows (CODING: where applicable, double-underlined text has been added and ~~strikeout text~~ has been deleted):

XIII.2 Notices. Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United State mail, postage prepare, to: (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Owners; (ii) the Association, certified mail, return receipt requested, at 551 North Cattleman Road, Suite 200, Sarasota FL 34232, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at 7785 Baymeadows Way, Suite 105, Jacksonville, FL 32256 ~~551 North Cattleman Road, Suite 200, Sarasota FL 34232~~, or such other address or addresses as Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners. Notice to any Owner shall also be permitted through email, to the email address provided by the Owner to the Association or as otherwise maintained in the records of the Association at the time of such notice, to the extent that electronic or email notice is permitted in the By-Laws of the Association.

5. Amendment to Article XIII – General Provisions. Article XIII is hereby amended to add Section XIII.22, Additional Access Rights, to the Declaration and shall read as follows:

[NOTE – Substantial rewording. See governing documents for current text]

XIII.22 Additional Access Rights. Notwithstanding any other provisions in this Declaration to the contrary, Declarant, successors, assigns, agents, contractors, guests, and invitees shall maintain any and all access rights set forth in the Declaration, including at all times following the Turnover Date. This access right shall not be abrogated by any manned or unmanned Access Control Systems, gates, or other device that regulates or blocks access to Kingsley Creek, and Declarant, its successors, assigns, guests, and invitees shall at all times be entitled to any and all access codes, key cards, keys, and/or other access information, programs, or hardware, and shall be able to access Kingsley Creek, the Common Areas, and other property, roadways, or other areas falling under control of the Association, for any and all purposes provided for in the Declaration.

6. Amendment to Article XIII – General Provisions. Article XIII is hereby amended to add Section XIII.23, Ratification of Easements, to the Declaration and shall read as follows:

[NOTE – Substantial rewording. See governing documents for current text]

XIII.23 Ratification of Easements. All easements granted or reserved in favor of Declarant are hereby confirmed and ratified. Such easements may be exercised at all times by Declarant, its successors, assigns, agents, contractors, guests, and invitees following the Turnover Date in the same manner as existed prior to the Turnover Date.

Notwithstanding any other provisions in this Declaration to the contrary, Declarant, its successors, assigns, guests, and invitees shall maintain any and all access rights set forth in the Declaration, including at all times following the Turnover Date. This access right shall not be abrogated by any manned or unmanned Access Control Systems, gates, or other device that regulates or blocks access to Kingsley Creek, and Declarant, its successors, assigns, guests, and invitees shall at all times be entitled to any and all access codes, key cards, keys, and/or other access information, programs, or hardware, and shall be able to access Kingsley Creek, the Common Areas, and other property, roadways, or other areas falling under control of the Association, for any and all purposes provided for in the Declaration.

7. Amendment to Article XIII – General Provisions. Article XIII is here by amended to add Section XIII.24, Declarant Approval of Contracts Post-Turnover, to the Declaration and shall read as follows:

[NOTE – Substantial rewording. See governing documents for current text]

XIII.24 Declarant Approval of Contracts Post-Turnover. Notwithstanding anything herein to the contrary, following the Turnover Date and running until such time the Development and Sale Period has ended, no contract entered into by the Association shall adversely affect the rights of the Declarant without the Declarant’s prior written consent.

8. Except as modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, Declarant has executed this First Amendment on the 19th day of September, 2023.

WITNESSES:

AVH NORTH FLORIDA, LLC., a Florida corporation

[Signature]
Print Name: Michael Owens

By: [Signature]
Name: RICK CARUTHERS
Title: VICE PRESIDENT

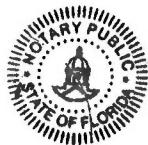
[Signature]
Print Name: Gott Krumm

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF Duval)

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization this 19th day of September, 2023 by Rick Caruthers as Vice President, of AVH NORTH FLORIDA, LLC., a Florida corporation, on behalf thereof, who is personally known to me or has produced _____ as identification.

(Stamp)



Carrolline Felver
Comm.: HH 156959
My Commission Expires:
Nov. 6, 2025

[Signature]
Notary Public
Printed Name: Carrolline Felver
My Commission No.: HH156959
My Commission Expires: 11/06/23

JOINDER

KINGSLEY CREEK HOMEOWNERS ASSOCIATION, INC

KINGSLEY CREEK HOMEOWNERS ASSOCIATION, INC ("Association") does hereby join in the First Amendment to the Amended and Restated Declaration for KINGSLEY CREEK (the "Amendment") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Amendment, as Association has no right to approve the Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 19th day of September, 2023.

WITNESSES:


**KINGLSEY CREEK
HOMEOWNERS ASSOCIATION, INC
a Florida not for profit corporation**



Print Name: Michael Owens



Print Name: Scott Penny


By: 

Name: Corey Stephens
Title: President

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF Duval)

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization this 19th day of September, 2023 by Rich Amotters, as President, of KINGSLEY CREEK HOMEOWNERS ASSOCIATION, INC, a Florida not-for-profit corporation, on behalf thereof, who is personally known to me or has produced _____ as identification.



Notary Public
Printed Name: Carrolline Felver
My Commission No.: HH 156959
My Commission Expires: 11/06/25

(Stamp)



Carrolline Felver
Comm.: HH 156959
My Commission Expires:
Nov. 6, 2025

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Aaron C. Dunlap, Esq.
Carlton Fields, PA
215 South Monroe Street
Suite 500
Tallahassee, FL 32301

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WHEREAS, Article XIII.8.A of the Declaration provides that, prior to and including the Turnover Date, Declarant shall have the right to amend the Declaration as it deems appropriate in Declarant's sole and absolute discretion, without the joinder or consent of any person or entity whatsoever; and

WHEREAS, Declarant desires to further amend the Declaration; and

WHEREAS, the Turnover Date has not yet occurred and this Amendment does not materially impair the common plan of development.

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8. Except as modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.


IN WITNESS WHEREOF, Declarant has executed this First Amendment on the 19th day of September, 2023.

WITNESSES:

AVH NORTH FLORIDA, LLC., a Florida corporation


Print Name: Michael Owens

By: 
Name: RIK CARRUTHERS
Title: VICE PRESIDENT


Print Name: Scott Krumpholtz

{SEAL}

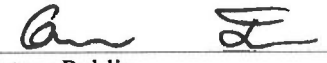
STATE OF FLORIDA)
) SS.:
COUNTY OF Duval)

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization this 19th day of September, 2023 by Rick Carruthers as Vice President, of AVH NORTH FLORIDA, LLC., a Florida corporation, on behalf thereof, who is personally known to me or has produced _____ as identification.

(Stamp)



Carrolline Felver
Comm.: HH 156959
My Commission Expires
Nov. 6, 2025


Notary Public
Printed Name: Carrolline Felver
My Commission No.: HH156959
My Commission Expires: 11/06/23

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KINGSLEY CREEK HOMEOWNERS ASSOCIATION, INC ("**Association**") does hereby join in the First Amendment to the Amended and Restated Declaration for KINGSLEY CREEK (the "**Amendment**") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Amendment, as Association has no right to approve the Amendment.


IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 19th day of September, 2023.

WITNESSES:

**KINGLSEY CREEK
HOMEOWNERS ASSOCIATION, INC
a Florida not for profit corporation**


Print Name: Michael Owens


Print Name: Scott Kromey

By: 
Name: Carol Stevens
Title: President

{SEAL}


STATE OF FLORIDA)
) SS.:
COUNTY OF Duval)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of September, 2023 by Rich Caruthers, as President, of KINGSLEY CREEK HOMEOWNERS ASSOCIATION, INC, a Florida not-for-profit corporation, on behalf thereof, who is personally known to me or has produced _____ as identification.

(Stamp)



Carrolline Felver
Comm.: HH 156959
My Commission Expires:
Nov. 6, 2025


Notary Public
Printed Name: Carrolline Felver
My Commission No.: HH 156959
My Commission Expires: 11/06/25