

This Instrument Prepared by and after Recording return to:

Mark F. Grant, Esq.
Greenspoon Marder LLP
5133 Castello Drive, Suite 2
Naples, FL 34103
(239) 659-1103

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**SUPPLEMENTAL DECLARATION TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
KINGSLEY CREEK**

This SUPPLEMENTAL DECLARATION TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR KINGSLEY CREEK ("Supplemental Declaration") is made as of the 30th day of October, 2020, by AVH NORTH FLORIDA, LLC, a Florida limited liability company ("Declarant").

WHEREAS, Declarant has executed and recorded that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Kingsley Creek in Official Records Book 2326, Page 1592, of the Public Records of Nassau County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration subjects the property described in Exhibit "A" thereto to the easements, restrictions, covenants and conditions of the Declaration; and

WHEREAS, Article III, Section 1, of the Declaration provides that Declarant may add Additional Property to the Property governed by the Declaration by recording a Supplemental Declaration annexing such property; and

WHEREAS, Declarant desires to subject the property described on Exhibit "A" attached hereto and made a part hereof ("Additional Property") to the provisions of the Declaration; and

WHEREAS, Declarant now desires to add the Additional Property to Kingsley Creek as herein specifically provided.

NOW, THEREFORE, Declarant hereby makes this Supplemental Declaration (which is intended to be and is a "Supplemental Declaration" as defined in the Declaration) and hereby declares that the Additional Property shall be deemed a portion of the "Property" under the Declaration and that the Additional Property shall be owned, held, used, transferred, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens set forth in the Declaration as modified by this Supplemental Declaration, as follows:

1. The recitations herein set forth are true and correct and are incorporated herein by reference.
2. The definitions provided in the Declaration are incorporated herein by reference.
3. The Additional Property described on Exhibit "A" to this Supplemental Declaration is hereby designated a part of Kingsley Creek and shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration.
4. Declarant hereby declares that all of the Additional Property designated on Exhibit "A" to this Supplemental Declaration is part of the "Property" and is therefore subject to the applicable land use covenants and the benefits and burdens established under the Declaration as fully as though it were originally designated as such in the Declaration.
5. Maintenance of the Lots and Homes. Each Owner of a Lot situated upon the Additional Property shall maintain his or her Lot and the Improvements thereon, including the landscaping, irrigation, equipment and appurtenances in accordance with Section 2 of Article IX of the Declaration. If the Owner fails to perform his or her maintenance responsibilities in a manner consistent with the Declaration, then the Board shall have the power to assess costs against the Owner of a Lot as a Benefited Assessment pursuant to the provisions of Section 4 of Article VII of the Declaration.

In addition, no "construction," which term shall include within its definition clearing, excavation, grading and other site work, initial construction, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees or shrubs shall take place, except in strict compliance with VIII of the Declaration, until the requirements contained therein have been fully met, and until the written approval of the ACC is obtained.
6. Designation and Maintenance of Common Area. The Roadways designated as Sandown Drive, Newmarket Lane, Epsom Court and Goodwood Drive, Tracts "17," "19," "20," "21," "22," and "23", all as shown on the Plat of Barnwell Manor - Phase 2, recorded in Official Records Book 2362, Pages 1884 through 1889, of the Public Records of Nassau County, Florida, are hereby declared to be Common Area. Maintenance of the Common Area shall be by the Association, as provided in Section 1 of Article IX of the Declaration. All costs of maintenance pursuant to this Paragraph shall be assessed against all Lots in Kingsley Creek as an Operating Expense pursuant to the provisions of Articles VI and VII of the Declaration and shall be subject to the lien of the Association pursuant to Section 2 of Article VI of the Declaration.
7. Conflict. In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Supplemental Declaration shall control. Except as otherwise specifically set forth in this Supplemental Declaration, in the event of any conflict between the provisions of this Supplemental Declaration and the provisions of the Declaration, the provisions of the Declaration shall control.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration on the day, month and year first above written.

**AVH NORTH FLORIDA, LLC,
a Florida limited liability company**

[Signature]

Signature

COREY STUBBS

Printed Name

[Signature]

Signature

VANESSA SUMMERS

Printed Name

By: [Signature]

Printed Name: SHAWN BUDD

Its: VICE PRESIDENT

(CORPORATE SEAL)

STATE OF FLORIDA)
) ss:
COUNTY OF Duval)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by [x] physical presence or [] online notarization by SHAWN BUDD, as Vice President of AVH NORTH FLORIDA, LLC, a Florida limited liability company, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of October, 2020.

My Commission Expires:

Jayne S Bradley
Notary Public

Jayne S Bradley
Typed, printed or stamped name of Notary Public

JAYNE S. BRADLEY
Notary Public, State of Florida
My Comm. Expires 02/17/2023
Commission No. 66302877

EXHIBIT "A"
LEGAL DESCRIPTION

ALL THOSE LOTS, TRACTS OR PARCELS OF LAND SHOWN ON THAT CERTAIN PLAT OF BARNWELL MANOR - PHASE 2, RECORDED IN OFFICIAL RECORDS BOOK 2362, PAGES 1884 THROUGH 1889, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; LESS AND EXCEPT ANY PROPERTY DEDICATED TO THE PUBLIC OR THE COUNTY THEREON.