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Destin, FL 32541

Cross - Reference to Declaration recorded in Official Records Book 1869 at Page 1878, amended at Book 2128 at Page 1074, Book 2143 at Page 1239, Book 2186 at Page 497, Book 2228 at Page 612, Book 2228 at Page 4189, Book 2273 at Page 2728, Book 2305 at Page 3722, Book 2329 at Page 630, Book 2536 at Page 4018, Book 3054 at Page 2451, Book 3186 at Page 4269, and Book 3242 at Page 2663, all of the Public Records of Okaloosa County, Florida.

AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR KELLY PLANTATION
(The Brownstones Phase 3)

THIS SUPPLEMENTAL DECLARATION is made this 13th day of November, 2017, by Kelly Plantation Owners Association, Inc, a Florida non-profit corporation (hereinafter, with its successors and assigns, referred to as "Declarant") and KPH3, LLC, a Florida limited liability company ("Owner").

WITNESSETH:

WHEREAS, on October 10, 1994, Kelly Plantation Partners as the original Declarant recorded the Declaration of Covenants, Conditions, and Restrictions for Kelly Plantation in Book 1869 at Page 1878, et seq., of the Public Records of Okaloosa County, Florida (the "Declaration"), and amended the Declaration by amendment recorded in Book 2128 at Page 1074, of the Public Records of Okaloosa County, Florida (the "First Amendment"); and

WHEREAS, on February 27, 2015, the Declarant and Owner further amended the Declaration by filing that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Kelly Plantation for The Brownstones (Phase I) (the "Brownstones Phase 1 Supplemental Declaration"), which was recorded in Book 3186 at Page 4269, et seq., of the Public Records of Okaloosa County, Florida; and

WHEREAS, on April 6, 2016, the Declarant and Owner further amended the Declaration by filing that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Kelly Plantation for The Brownstones (Phase 2) (the "Brownstones Phase 2 Supplemental Declaration"), which was recorded in Book 3242 at Page 2663, et seq., of the Public Records of Okaloosa County, Florida; and

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WHEREAS, Article VII, Section 7.1 of the Declaration, the Declarant may subject the real property described on Exhibit "B" thereto to the provisions of the Declaration; and

WHEREAS, Article VII, Section 7.4 of the Declaration contemplates that any additional covenants and easements applicable to specific portions of the Properties would be set forth in a Supplemental Declaration applicable to such portions of the Properties, rather than in an amendment to the Declaration applicable to all of the Properties; and

WHEREAS, Owner is the owner of the real property described on Exhibit "A" attached hereto (the "Brownstones Phase 3 Property"), which real property is part of the real property described on Exhibit "B" to the Declaration; and

WHEREAS, Owner and Declarant have executed an agreement to subject the Brownstones Phase 3 Property to the provisions of the Declaration, as amended, and to the provisions of the Brownstones Phase 1 Supplemental Declaration; Brownstones Phase 2 Supplemental Declaration; and

WHEREAS, Declarant hereby subjects the Brownstones Phase 3 Property to the easements and covenants contained in the Brownstone Phase 3 Supplemental Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant and Owner hereby subject the real property described on Exhibit "A" attached hereto to the provisions of the Declaration, as amended, to the Provisions of the Brownstones Phase 1 Supplemental Declaration, to the Provisions of the Brownstones Phase 2 Supplemental Declaration and to the provisions of this Supplemental Declaration (the "Brownstones Phase 3 Supplemental Declaration"), which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Brownstones Phase 3 Supplemental Declaration, the Brownstones Phase 1 Supplemental Declaration, the Brownstones Phase 2 Supplemental Declaration and the Declaration, as amended, each of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Brownstones Phase 3 Supplemental Declaration shall be binding upon the Declarant in accordance with the terms of the Declaration.

ARTICLE I

Definitions

The definitions set forth in Article I of the Declaration, as amended by the First Amendment are incorporated herein by reference.

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ARTICLE II
Neighborhood Designations

Pursuant to Section 3.4(a) of the First Amendment, the real property described on Exhibit "A" attached hereto shall be assigned to the Neighborhood previously designated as part of the Brownstones Neighborhood.

ARTICLE III
Neighborhood Covenants, Conditions and Restrictions

Section 3.4(a) of the Declaration provides authority to impose specific covenants and regulations to apply to only one Neighborhood. Declarant and Owner hereby describe and impose the additional covenants, condition and restrictions described in Exhibit "B" of the Brownstones Phase 1 Supplemental Declaration and thereby incorporated here on all property within the Brownstones Neighborhood.

ARTICLE IV
Amendments

4.1 By Declarant. The Declarant may unilaterally amend this Supplemental Declaration if such amendment is necessary to achieve the following limited purposes: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Units within the Brownstones Neighborhood; (c) to enable any institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make or purchase mortgage loans on Units within the Brownstones Neighborhood; (d) to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units located within the Brownstones Neighborhood; or (e) to satisfy the requirements of any governmental agency, provided such amendment does not adversely affect the title to any Unit within the Brownstones Neighborhood without the Owner's written consent.

4.2 By Owners. Except as provided above and otherwise specifically provided herein, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, or 75% of the Owners of the Units within the Brownstones Neighborhood, the written consent of the Association acting upon resolution of its Board of Directors, and, so long as Declarant has an option to subject additional property to the Declaration pursuant to Article VII of the First Amendment, the consent of the Declarant.

Notwithstanding the above, no amendment adopted pursuant to this Section shall be effective to withdraw the real property herein from the provisions of the Declaration unless also approved by the Owners representing 75% of the total Class "A" votes in the Association. The percentage of votes necessary to amend a specific clause shall not be less

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than the prescribed percentage of affirmative votes required to be taken under that clause. To be effective, any amendment must be recorded in the Public Records of Okaloosa County.

If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority to so consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without its written consent.

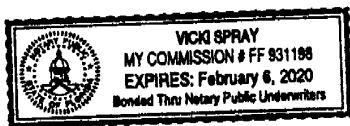
IN WITNESS WHEREOF, the undersigned Declarant and Owner have executed this Amendment to the Supplemental Declaration of Covenants, Conditions and Restrictions For Kelly Plantation this 13th day of November, 2017.

KELLY PLANTATION OWNERS ASSOCIATION, INC.,
a Florida non-profit corporation

By: *Carolyn Dietzen*
Carolyn Dietzen
Its President

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 13th day of November, 2017, by Carolyn Dietzen as President of the Board of Kelly Plantation Owners Association, Inc., on behalf of such corporation. Such person is personally known to me.



Vicki Spray
Notary Public
My Commission Expires: _____

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KPH3, LLC

a Florida Limited Liability Company

By: KPH3 Development Company, LLC

a Florida Limited Liability Company

Its: Member/Manager

by: JGM Development Company, LLC

A Florida Limited Liability Company

its: Member/Manager

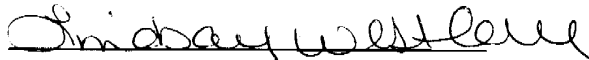


By J. Garrett McNeil

Its: Manager

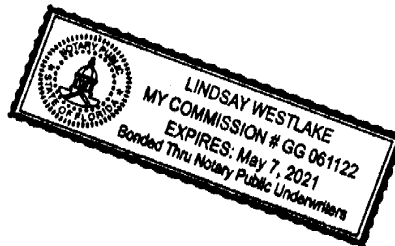
STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 16th day of November, 2017, by J. Garrett McNeil as Manager of JGM Development Company, LLC, on behalf of such company as the Manager of KPH3, LLC, a Florida limited liability company. Such person is personally known to me.



Notary Public

My commission expires: _____



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EXHIBIT "A"

Lots 14-23, as described on the plat for Brownstones Phase 3 at Kelly Plantation, as recorded in Plat Book 28 at Pages 66-67 of the Official Records of Okaloosa County, Florida.

AND

All Common Area as designated on that same plat which is dedicated to Kelly Plantation Owners Association, Inc.