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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, and Book 3054 at Page 2451, all of the Public Records of Okaloosa County, Florida.

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

THIS SUPPLEMENTAL DECLARATION is made this 13th day of August, 2018, by Kelly Plantation Owners Association, Inc., a Florida non-profit corporation (hereinafter, with its successors and assigns, referred to as "Declarant").

WITNESSETH:

WHEREAS, on October 10, 1994, the initial Declarant, Kelly Plantation Partners, filed that certain Declaration of Covenants, Conditions, and Restrictions for Kelly Plantation (the "Declaration"), which was recorded in Official Records Book 1869 at Page 1878, et seq., of the Public Records of Okaloosa County; and

WHEREAS, on February 12, 1998, the initial Declarant amended the Declaration by filing that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Kelly Plantation, which was recorded in Official Records Book 2128 at Page 1074, of the Public Records of Okaloosa County, Florida (the "First Amendment"); and

WHEREAS, on April 17, 1998, the initial Declarant further amended the Declaration by filing that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Kelly Plantation, which was recorded in Official Records Book 2143 at Page 1239, et seq., of the Public Records of Okaloosa County, Florida; and

WHEREAS, on October 26, 1998, the initial Declarant further amended the Declaration by filing that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Kelly Plantation, which was recorded in Official Records Book 2186 at Page 497, et seq., of the Public Records of Okaloosa County, Florida; and

WHEREAS, on October 20, 1999, the initial Declarant further amended the Declaration by filing that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Kelly Plantation, which was recorded in Official Records Book 2228 at Page 612, et seq. of the Public Records of Okaloosa County, Florida; and

WHEREAS, on October 27, 1999, the initial Declarant further amended the Declaration by filing that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Kelly Plantation, which was recorded in Official Records Book 2228 at Page 4189, et seq. of the Public Records of Okaloosa County, Florida; and

WHEREAS, on December 7, 2000, the initial Declarant further amended the Declaration by filing that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Kelly Plantation, which was recorded in Official Records Book 2273 at Page 2728, et seq. of the Public Records of Okaloosa County, Florida; and

WHEREAS, on July 18, 2001, the initial Declarant further amended the Declaration by filing that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Kelly Plantation, which was recorded in Official Records Book 2305 at Page 3722, et seq. of the Public Records of Okaloosa County, Florida; and

WHEREAS, on November 30, 2001, the initial Declarant further amended the Declaration by filing that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Kelly Plantation, which was recorded in Official Records Book 2329 at Page 630, et seq. of the Public Records of Okaloosa County, Florida; and

WHEREAS, on June 2, 2004, the initial Declarant further amended the Declaration by filing that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Kelly Plantation, which was recorded in Official Records Book 2536 at Page 4018, et seq. of the Public Records of Okaloosa County, Florida; and

WHEREAS, on June 26, 2012, the initial Declarant further amended the Declaration by executing that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Kelly Plantation, which was recorded in Official Records Book 3054 at Page 2451, et seq. of the Public Records of Okaloosa County, Florida, to effect a transfer of all Declarant rights and responsibilities to the Declarant here; and

WHEREAS, on December 12, 2012, the Declarant and DKLM Investments, LLC further amended the Declaration by filing that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Kelly Plantation, which was recorded in Official Records Book 3068 at Page 4537, et seq. of the Public Records of Okaloosa County, Florida; and

WHEREAS, on March 3, 2015, the Declarant further amended the Declaration by filing that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Kelly Plantation (The Brownstones), which was recorded in Official Records Book

3186 at Page 4269, et seq., of the Public Records of Okaloosa County, Florida; and subsequently filed two amendments to the Brownstones Supplemental Declaration in Book 3242 at Page 2663 AND Book 3328 at Page 1028, respectively, both in the Public Records of Okaloosa County, Florida; and

WHEREAS, Article VII, Section 7.4 of the Declaration contemplates that any additional covenants and casements 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

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, and to the provisions of this Amendment to the Supplemental Declaration for the Brownstones, 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 Supplemental Declaration and the Declaration, as amended, both 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 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 and the First Amendment are incorporated herein by reference.

ARTICLE II **Neighborhood Designations**

Pursuant to Section 3.4(a) of the First Amendment, the real property described on Exhibit "A" attached hereto remains assigned to the Neighborhood hereby designated as 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 amended and restated covenants, condition and restrictions described in Exhibit "B" attached 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, of 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 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.

(signatures on the following page)

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Kelly Plantation this 25 day of September 2018.

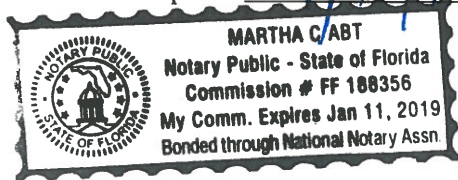
KELLY PLANTATION OWNERS ASSOCIATION, INC.,
a Florida non-profit corporation

By: *Lee*
Its President

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 25 day of September, 2018, by Tom Lee as President of the Kelly Plantation Owners Association, Inc., on behalf of such corporation. Such person is personally known to me.

Martha C. Abt
Notary Public
My Commission Expires: 1/11/19



OWNER CONSENT TO AMENDMENT

In accordance with Section 4.2 of the original Supplemental Declaration for the Brownstones Neighborhood, the Supplemental Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of seventy five percent (75%) of the Owners of the Units within the Brownstones Neighborhood and the written consent of the Association acting upon resolution of its Board of Directors. The undersigned Secretary of the Association hereby represents that they have reviewed and can certify that this amendment of the Supplemental Declaration for the Brownstones has been approved with the written consent of ____ qualified Owners constituting ____ percent of the Owners in the Neighborhood.

By: Jordan Hightower
Secretary

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 25 day of September, 2018, by Jordan Hightower as Secretary of the Kelly Plantation Owners Association, Inc., on behalf of such corporation. Such person is personally known to me.

Martha C Abt
Notary Public
My Commission Expires: 1-11-19



EXHIBIT "A"

Lots 1-4, as described in the Plat for Brownstones Phase 1 at Kelly Plantation, as recorded in Plat Book 26 at Page 60-61 of the Official Records of Okaloosa County, Florida

AND

Lots 5-13, as described in the Plat for Brownstones Phase 2 at Kelly Plantation, as recorded in Plat Book 27 at Page 21-22 of the Official Records of Okaloosa County, Florida, and.

AND

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 each of the above-referenced plats which is dedicated to Kelly Plantation Owners Association, Inc.

EXHIBIT "B"

Amended and Restated Additional Brownstones Neighborhood Covenants

The initial Neighborhood Covenants governing the Brownstone Neighborhood have been reviewed by the Association and the elected Brownstones Neighborhood Committee and these parties have determined that those covenants need to be clarified and refined to better govern the Neighborhood going forward. As a result, the Association has determined that these Amended and Restated Neighborhood Covenants should be recorded and govern the Units within the Brownstones Neighborhood. The required number of Unit Owners within the Neighborhood have reviewed and approved the proposed Covenants and evidence of their consent is attested to below.

ARTICLE I

Association Powers and Responsibilities

Section 1.1 Assignment of Maintenance Responsibilities.

- A. Owners. Each Owner shall have the legal obligation to maintain all their Lot and Unit to the extent that specific duties are not assigned to the Association. These duties include, but are not limited to maintenance, repair, replacement or removal of the following areas:
- i. the Unit exterior deck or patio.
 - ii. driveways into the Unit garage.
 - iii. exterior lighting attached or connected to the Unit.
 - iv. all items in the interior of the Unit.
 - v. that section of fencing traversing the rear boundary of the Unit.
 - vi. the rear yard of the Unit including mowing grass, maintaining landscaped areas and keeping the area free of debris and unsightly objects.
- B. The Association. Subject to the rights and duties of the Owners set forth in this Declaration, the Association is responsible for the exclusive management and control of the Common Elements and all improvements thereon and shall keep the same in good, clean, attractive and sanitary condition, order and repair meeting the Community Standard. The Brownstone Neighborhood contains both Association Common Elements and Neighborhood Common Elements. The Association Common Elements are maintained using funds from general Association Base Assessments. The Neighborhood Common Elements are maintained by the Association using funds from the specific Neighborhood Assessment paid by the Unit Owners within the Neighborhood. The Common Elements are categorized as follows and depicted where possible on the Brownstone Neighborhood map attached here as Exhibit 1:

1. Neighborhood Common Elements include:

- i. the common areas north of the roadway, including areas between buildings and on either side of individual driveways;

- ii. the parking pavers installed in the common area South of the roadway;
- iii. the roof of each residential building within the Neighborhood;
- iv. the exterior coating on each residential building;
- v. furniture and any future structures added to the Neighborhood and Association Common Elements;
- vi. all pavers located on the Brownstones properties; and
- vii. the provision of pest control services for Units and Common Elements.

ii. Association Common Elements include:

- i. all roads within the Neighborhood;
- ii. all common area south of roadway in the Neighborhood, including landscaping;
- iii. exterior lighting located in the Association Common Area South of the road.
- iv. the storm water management and drainage system serving the Neighborhood; and
- v. the irrigation system for the Neighborhood.

Section 1.2 Powers and Duties of the Association. The powers and duties of the Association shall include those set forth in the Declaration, the Bylaws and the Articles, but in addition thereto, the Association shall have the following rights and duties in relation to the Neighborhood:

- A. the irrevocable right to access each Unit from time to time during reasonable hours as may be necessary for making emergency repairs therein necessary to prevent damage to the Common Areas or to another Unit or Units, however any non-emergency matters will require reasonable notice prior to access;
- B. the duty to make and collect assessments to maintain and repair the Common Elements and, when necessary, an individual Lot/Unit pursuant to a Special Unit Assessment;
- C. the duty to maintain accounting records according to good accounting principles which shall be open to inspection by Neighborhood Owners during reasonable business hours;
- D. the right to prescribe and enforce such rules, covenants, regulations and restrictions as are specified in this Declaration, the Articles and the Bylaws and to amend said rules and restrictions from time to time as necessary; and
- E. the duty to prepare the annual Neighborhood Assessment budget.

ARTICLE II
Owners' Rights

Section 2.1 Individual Lots. Every Owner shall have a right to the quiet enjoyment in and to his individual Lot, subject to the following provisions:

- A. **Easement.** An easement is reserved for the Owners, its family members, tenants, lessees, business invitees, and guests of the Lots/Units described herein to cross, use and enjoy consistent with their purpose the Common Elements, including stairways, spaces for parking and vehicle and pedestrian access.
- B. **Utility Easement.** A utility easement is reserved by, through and across each and every Lot for the installation and maintenance of utilities and utility lines and utility meters as they presently exist or as they may exist in the future, including, but not limited to water, electrical, gas, sewage, television, cable and telephone lines and related equipment. Such easement shall inure to the benefit of all the Owners of the Units and to the Declarant.
- C. **Maintenance Easement.** A right of access is reserved, during reasonable times, for the purpose of maintaining any portion of the Property to which the Association is assigned maintenance responsibility.

ARTICLE III
Specific Common Element Services to Owners

Section 3.1 Exterior Painting, Roofing and Maintenance. It is anticipated that the exterior portions of the Units will need repainting, recoating and roof replacement periodically to maintain the attractive nature of the Property. The periodic recoating, repainting or reroofing of one or more entire buildings within the Neighborhood shall be the responsibility of the Neighborhood Committee, subject to the responsibilities of the Neighborhood Committee listed in Section 6.1, and will be funded from the Neighborhood Reserve funds. Outside of the scope of recoating or reroofing an entire building, specific Owners are required to request approval from the Neighborhood Committee, or its designee, the NCC and KPOA Board for exterior repairs or maintenance of exterior coating or roofing particular to their Unit. If approved, these particular Unit projects will be funded from either Neighborhood Assessment revenues or Neighborhood Reserve Funds as determined most appropriate.

Section 3.2 Irrigation. The Association will own and maintain the irrigation system for all the Brownstones Neighborhood. Expenses related to repair and operation of the irrigation system will be paid for from Association General Assessment revenue.

Section 3.3 Pest Control.

Because of the common wall component of this Neighborhood's improvements, Pest control services for both Unit interiors and exteriors and Neighborhood Common Elements will be required and handled through a common scheduled service contract. These pest control services, will include standard insect pest control and wood destroying insect prevention and control

coverage.

Section 3.4 Neighborhood Budget.

- A. **Preparation and approval of Annual Neighborhood Assessment.** No later than least ninety (90) days before the beginning of each fiscal year, the Brownstones Neighborhood Committee will be contacted to provide the Association with its recommendations for the annual Neighborhood Budget for the next fiscal year. At least sixty (60) days before the beginning of each fiscal year, after considering the advice of the Neighborhood Committee, if any, the Board of Directors shall adopt a Neighborhood Budget to cover Neighborhood Expenses pursuant to Section 8.4 of the Declaration. That section shall govern notice and participation by Unit Owners in the budget process.
- B. **Other Assessments and Reserves.** At a minimum, the Brownstones Neighborhood reserve account will be funded as a component of each Neighborhood Budget to repair/replace and maintain the roofing, exterior coating and individual driveways, pavers and furniture within the Neighborhood and Association Common Areas. The Neighborhood Reserve account will be funded with Neighborhood Assessment revenues.
- C. **Accounts.** Except as otherwise provided herein, all sums collected by the Board of Directors with respect to assessments against the Owners may be comingled in a single fund, but remain separated with common accounting practices.

ARTICLE IV

Insurance and Duty to Rebuild or Repair

Section 4.1 Casualty Repairs for Units. Because of the common walls and roofing systems in this Neighborhood, in the event of damage to or destruction of a Unit by fire, windstorm, water or as the result of any other casualty, the Owner shall, with the consent of any first mortgagee and within a reasonable time after said event, cause said Unit to be repaired or rebuilt substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification thereof approved by the NCC, so as to place the Unit, both interior and exterior, including the roof above such Unit, in as good and tenantable condition as it was before the event causing such damage or destruction. Failure to do so shall constitute a breach of these covenants. Subject to the priority of any mortgagee under a purchase money mortgage clause, all insurance proceeds for loss or damage to any Unit or any other improvement upon any Lot shall be used to assure the repair or rebuilding of any such Unit or any part thereof.

Section 4.2 Lien on Insurance Proceeds. The Association shall have a lien on all insurance proceeds, regardless of whether it is named as a loss payee in any insurance policy, with said lien being subordinate only to the claim of any mortgagee under a purchase money mortgage clause, to enforce the intent of Article IV, Section 4.1 above.

ARTICLE V
Party Walls

Section 5.1 Party Walls. Each wall that is built as part of the original construction of the townhomes on the Property and placed on the dividing line between the Lots shall constitute a party wall. Each Owner shall own a portion of the wall which stands on their own Lot with a cross-easement of support in the other portion.

Section 5.2 Repairs and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it. No addition to the dimensions of a party wall may be made by either Owner, or by those claiming under them respectively, without written consent of all users of that party wall and the NCC. If a non-contributing Owner thereafter makes use of the wall, they shall contribute one half to the cost of restoration of that wall without prejudice to the right of either Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. Each Owner shall be responsible for repair of accidental, willful or negligent damage to a party wall.

Section 5.3 Weatherproofing. Notwithstanding any other provision of this Article V, any Owner who by his/her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5.4 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article V shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VI
Neighborhood Committee

Section 6.1 Required. The Neighborhood Owners shall be required to elect a Neighborhood Committee in accordance with the process and for the purposes specified in Section 5.3 of the Bylaws. This committee shall have a minimum of three members and a maximum of five. The Neighborhood Committee will be responsible for common interests of the Neighborhood Owners in relation to the Neighborhood Common Elements. These responsibilities will include the day to day management of the common interests by selecting service providers and managing service contracts for some, or all of the following tasks:

- A. pest control services as referenced in Section 3.3 above;
- B. landscaping/lawn care for areas referenced in Section 1.1B(1)(i);
- C. roofs and exterior painting as referenced in Section 3.1;
- D. parking pavers as referenced in 1.1B(1)(ii) and (vi); and
- E. furniture and any future structures added to the Neighborhood or Association Common Elements.


If, in the future, the Brownstones Neighborhood chooses to contract for management of these services, the Neighborhood Committee will negotiate the contract and fee structure with a qualified management company.

All contracts for service providers selected by the Neighborhood Committee will require approval by the KPOA Board and KPOA will be the contracting entity with each provider as the Neighborhood Committee does not have the legal capacity to enter into contracts with third parties.

CERTIFICATION OF VOTING LOG

I, Jordan Lane Hightower, in my capacity as Secretary of the Association, have reviewed the final Voting Log related to the Brownstone Owners Amended Document presented here, and do hereby certify that there were sufficient Member votes in favor of the amended language to meet the requirements for passage by Members presented in the Declaration

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certification on this the 25th day of September, 2018.


Jordan Lane Hightower, as Secretary

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 25 day of September, 2018, by Jordan Lane Hightower, in her capacity as Secretary of the Kelly Plantation Owners Association, who is personally known to me.


Notary Public

