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Prepared without opinion by and return to:
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Naples, Florida 34103

Retn:
KENSINGTON PARK MASTER ASSOC
2700 PINE RIDGE RD
NAPLES FL 34109

CERTIFICATE OF AMENDMENT AND RESTATEMENT

The undersigned, being the duly elected and acting President of KENSINGTON PARK MASTER ASSOCIATION, INC., a Florida corporation not-for-profit (the "Master Association"), does hereby warrant and certify that each of the following are true and correct:

1. The Master Declaration And General Protective Covenants, Conditions And Restrictions For Kensington Park recorded on May 12, 1993 in O.R. Book 1825, Pages 186 et seq., of the Public Records of Collier County, Florida, as amended (the "Prior Declaration"), is hereby amended, restated and replaced in its entirety by the Amended And Restated Master Declaration And General Protective Covenants, Conditions And Restrictions For Kensington Park which is attached hereto and made a part hereof (the "Restated Declaration"). J. Dudley Goodlette, as Trustee, the Successor Declarant under the Prior Declaration (the "Successor Declarant"), is no longer the sole voting Member¹ of the Master Association. The Master Association is the successor to all of the rights, powers, duties, privileges and responsibilities of the Successor Declarant. The Restated Declaration was duly approved and adopted by the affirmative vote of not less than two-thirds (2/3) of all Members of the Master Association at an Annual or Special meeting called for the purpose of amending, restating and replacing the Prior Declaration. The full text of the Restated Declaration was included in the notice of such Annual or Special meeting. The voting requirements specified for any action under any provisions of the Prior Declaration were also complied with for any amendment of such provisions. No amendments to the Prior Declaration are in contravention of the duties, responsibilities or obligations of the Master Association or the Members as provided in the Prior Declaration.

2. The Articles Of Incorporation of Kensington Park Master Association, Inc. filed with the Florida Secretary of State on May 10, 1993 and recorded on May 12, 1993 in O.R. Book 1825, Pages 260 et seq., of the Public Records of Collier County, Florida (the "Prior Articles"), are hereby amended, restated and replaced in their entirety by the Amended And Restated Articles Of Incorporation of Kensington Park Master Association, Inc. which are attached hereto and made a part hereof (the "Restated Articles"). The Successor Declarant is no longer the Declarant Member of the Master Association. The Restated Articles were proposed by unanimous consent of the Board of Directors and duly approved and adopted by not less than two-thirds (2/3) of the Members of the Master Association at an Annual or Special meeting called for the purpose of amending, restating and replacing the Prior Articles. The full text of the Restated Articles was included in the notice of such Annual or Special meeting. The voting

¹ Except as otherwise defined herein, all Capitalized Terms in this Certificate Of Amendment And Restatement shall have the meaning given to them under the Prior Declaration.

requirements specified for any action under any provisions of the Prior Articles were also complied with for any amendment of such provisions. No amendments to the Prior Articles are in contravention of the duties, responsibilities or obligations of the Master Association or the Members as provided in the Prior Declaration. All amendments affecting the Country Club received the prior written consent of the Owner thereof.

3. The By-Laws of Kensington Park Master Association, Inc. recorded on May 12, 1993 in O.R. Book 1825, Pages 272 et seq., of the Public Records of Collier County, Florida (the "Prior By-Laws"), are hereby amended, restated and replaced in their entirety by the Amended And Restated By-Laws of Kensington Park Master Association, Inc. which are attached hereto and made a part hereof (the "Restated By-Laws"). The Restated By-Laws were proposed by unanimous consent of the Board of Directors and duly approved and adopted by not less than two-thirds (2/3) of all Members of the Master Association at an Annual or Special meeting called for the purpose of amending, restating and replacing the Prior By-Laws. The full text of the Restated By-Laws was included in the notice of such Annual or Special meeting. The voting requirements specified for any action under any provisions of the Prior By-Laws were also complied with for any amendment of such provisions. No amendments to the Prior By-Laws are in contravention of the duties, responsibilities or obligations of the Master Association or the Members as provided in the Prior Declaration.

Dated this 19th day of August, 2004.

KENSINGTON PARK
MASTER ASSOCIATION, INC.

Jackie L. Boyer
Witness #1 Name: Jackie L. Boyer

By: Norman G. Harris
Norman G. Harris, President

Dexter R. Groose
Witness #2 Name: Dexter R. Groose

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 19th day of August, 2004, by Norman G. Harris, President of KENSINGTON PARK MASTER ASSOCIATION, INC., a Florida corporation not-for-profit, [] who is personally known to me or [] who has produced _____ as identification.

Mary W. Lahan
Notary Public
(SEAL)



Mary W Lahan
My Commission DD160006
Expires December 03, 2006

**AMENDED AND RESTATED
MASTER DECLARATION AND GENERAL PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

KENSINGTON PARK

THIS AMENDED AND RESTATED MASTER DECLARATION AND GENERAL PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS IS MADE THIS 20TH DAY OF MAY, 2004 BY THE KENSINGTON PARK MASTER ASSOCIATION, INC., A FLORIDA CORPORATION NOT-FOR-PROFIT.

WITNESSTH:

WHEREAS, the real property legally described on Exhibit A attached hereto and made a part hereof is currently subject to protective covenants, conditions and restrictions imposed by that Master Declaration And General Protective Covenants, Conditions And Restrictions For Kensington Park recorded on May 12, 1993 in O.R. Book 1825, Pages 186 et seq., of the Public Records of Collier County, Florida, as amended (the "Prior Declaration");

WHEREAS, the Master Association is the successor to all of the rights, duties and responsibilities of the Declarant under the Prior Declaration;

WHEREAS, the Master Association desires to continue the preservation and enhancement of property values, amenities and opportunities in Kensington Park and contributing to the general health, safety and welfare of residents and for the maintenance of the land and improvements thereon, and to this end desires to subject the Properties to the protective covenants, conditions, restrictions and other provisions hereinafter set forth in this Declaration, each and all of which is and are for the benefit of the Properties and each Owner thereof;

WHEREAS, this Declaration contains amendments to the provisions of the Prior Declaration, all of which have been duly adopted as provided in the Prior Declaration;

WHEREAS, this Declaration amends, restates and replaces the Prior Declaration in its entirety;

NOW THEREFORE, the Master Association declares that the Properties legally described on Exhibit A attached hereto and made a part hereof are and shall be owned, used, and conveyed subject to the covenants, restrictions, easements, and conditions, and all other provisions of this Declaration as it may be amended from time to time, all as hereinafter set forth, which shall run with the land and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Except as may be provided elsewhere throughout this Declaration, capitalized terms, unless the context clearly requires otherwise, shall be defined as set forth below.

1.1 "ARCHITECTURAL PLANNING CRITERIA" shall mean the criteria used by the Architectural Review Board pursuant to this Declaration, as it may be modified or amended from time to time in accordance with Article V.

1.2 "ARCHITECTURAL REVIEW BOARD" OR "ARB" shall mean and refer to the Architectural Review Board of the Master Association. Architectural review and control functions of the Master Association shall be administered and performed by the Architectural Review Board which shall consist of at least three (3) Members who need not be Members of the Master Association.

1.3 "ARTICLES" means the Amended and Restated Articles of Incorporation of the Master Association as attached hereto as Exhibit B and as may be amended from time to time.

1.4 "ASSESSMENT" OR "ASSESSMENTS" means those charges made by the Master Association against a particular Owner and his Plot in accordance with this Declaration and secured by a lien against such Plot. The following meanings are given to the following types of Assessments:

a. "REGULAR ASSESSMENT" means the recurring periodic assessment for each Owner's and the Country Club's share of the budgeted Common Expenses.

b. "SUPPLEMENTARY ASSESSMENT" means Assessments in addition to the Regular Assessments necessary to pay Common Expenses, including, without limitation, amounts to cover non-recurring items of Common Expenses, or amounts necessary to supplement Regular Assessments in order to defray Common Expenses of the budget

c. "SPECIAL ASSESSMENT" means a charge against a particular Owner and his Plot necessary to reimburse the Master Association for costs in bringing the Owner or his Plot into compliance with the provisions of this Declaration, the Articles, By-Laws or Rules and Regulations, or amounts advanced by the Master Association in accordance with this Declaration on behalf of an Owner or his Plot, or any other share designated as a Special Assessment in this Declaration, the Articles, By-Laws or Rules and Regulations.

d. "IMPROVEMENT ASSESSMENT" means a charge against an Owner and his Plot representing the prorata share of the cost to the Master Association for the installation or construction of any Capital Improvements to the Common Property, the cost of the acquisition of additional Common Property, or the reconstruction of any portion or portions of the Common Property which the Master Association may from time to time authorize pursuant to the provisions of this Declaration.

e. "SERVICE ASSESSMENT" means a charge against a particular Owner and his Plot for any service, material or combination thereof which may be obtained by the Master Association for the use and benefit of such Owner or his Plot or an individual Neighborhood, but which can be accepted or not by the Owner of such Plots or by the Owners within such Neighborhood, such as contracting in bulk for repairs, services, materials or maintenance. The amount paid or incurred by the Master Association on behalf of such Owners accepting or subscribing to such material or service shall be a Service Assessment against such Owner and his Plot, or against all Plots within a Neighborhood in the event that a Neighborhood Association, in accordance with its Founding Documents, subscribes to such materials or services. The Owner(s) are deemed to agree to such Service Assessment by subscribing, requesting or accepting such material or service.

1.5 "ASSESSMENT INDEX" means the factor assigned to each Plot to establish the relative share of Common Expenses to be borne by such Plot through payment of Regular and Supplementary Assessments, or for paying Improvement Assessments.

1.6 "BOARD OF DIRECTORS" or "BOARD" shall mean and refer to the Board of Directors of the Master Association.

1.7 "BY-LAWS" means the Amended and Restated By-Laws of the Master Association as attached hereto as Exhibit C and as may be amended from time to time.

1.8 "COMMON EXPENSES" means the actual and estimated cost of the following:

- a. The cost for maintaining, managing, operating, repairing and replacing Common Property and personal property owned by the Master Association, including the cost for utilities, trash disposal, street cleaning, insurance and taxes.
- b. Expenses for administration and management of the Master Association.
- c. Reasonable reserves as deemed appropriate by the Board.
- d. Unpaid Regular, Supplementary, Special, Improvement and Service Assessments.
- e. Any other cost designated herein as a Common Expense, or reasonably or necessarily incurred by the Master Association in connection with owning, operating, maintaining, managing or improving the Common Property or for the discharge of any obligation expressly or impliedly imposed on the Master Association by this Declaration, the Articles, By-Laws or Rules and Regulations.

1.9 "COMMON AREA" or "COMMON PROPERTY" shall mean and refer to all real property, easements, rights of way, licenses, interest in real property, use rights and servitudes and improvements thereof, that are now or in the future, owned, contracted for, or leased or otherwise held by the Master Association for the common use and enjoyment of its Members. Common Property includes, but is not limited to, Conservation Lands, lakes, sidewalks, roadways and gatehouses.

1.10 "CONSERVATION BUFFER EASEMENT" shall mean and refer to an easement granted to the Board of County Commissioners of Collier County, Florida, over any portion of the Conservation Buffer Zone deeded to an Owner. The Master Association shall be responsible for the enforcement of all Conservation Buffer Easements in compliance with all applicable governmental regulations and permits.

1.11 "CONSERVATION BUFFER ZONE" shall mean and refer to the 20 foot vegetation buffer required by the P.U.D., if any, which is located in the rearmost 20 feet of those Plots whose rear property line is adjacent to Conservation Lands. With the exception of exotic vegetation removal, a Conservation Buffer Zone may not be altered from its natural state.

1.12 "CONSERVATION LANDS" or "PRESERVE AREA" shall mean and refer to all areas designated as such on the Plat. Conservation Lands are required to be kept in their natural state so as to prevent destruction of said areas or the alteration of the water flow at variance to the design standard for the Water Management System.

1.13 "COUNTRY CLUB" means the property and all improvements thereon, developed for use by members of the Country Club and any other persons who are listed under Section 2.3a.(i). The Country Club property shall include, without limitation, any property conveyed to the Country Club or declared to be Country Club property, which may include, but is not limited to, the clubhouse, tennis courts, pro shop, ancillary commercial establishments, cart barn, golf

