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This instrument was prepared  
 by and should be returned to:  
 Christopher J. Shields, Esq.  
 Pavese Law Firm  
 1833 Hendry Street  
 Fort Myers, FL 33901

PO Drawer 1507  
 33902-1507

STATE OF FLORIDA  
 COUNTY OF CHARLOTTE

SECOND AMENDMENT  
 TO  
 DECLARATION OF RESTRICTIVE COVENANTS  
 KINGS GATE SUBDIVISION

This Second Amendment to the Declaration of Restrictive Covenants Kings Gate Subdivision is made by VICTORIA ESTATES, LTD., a New York limited partnership (the "Declarant"), with the joinder of NB/85 ASSOCIATES, a New York general partnership ("NB/85"), KINGSGATE ASSOCIATES II, LTD., a Florida limited partnership ("Kingsgate II"), and WR-I ASSOCIATES LTD., a Florida limited partnership ("WR-I") and further joined by KINGS GATE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

STATEMENT OF PURPOSE AND INTENT

**WHEREAS**, On January 20, 1998, Declarant recorded the Declaration of Restrictive Covenants Kings Gate Subdivision (the "Declaration") in Official Records Book 1584, Page 1067 of the Public Records of Charlotte County, Florida.

**WHEREAS**, pursuant to Article 2, Section 2 of the Declaration, the Declarant may amend the Declaration in its sole discretion until such time as the "Community Completion Date," as that term is defined in the Declaration, has been reached.

**WHEREAS**, The Community Completion Date has not been reached as of the date of this Amendment.

**WHEREAS**, The Declarant desires to further amend the Declaration in certain respects and to evidence such amendments by this writing.

STATEMENT OF AMENDMENTS

In accordance with the authority granted to Declarant under Article 2, Section 2 of the Declaration, the Declarant amends the Declaration as follows:

1. Lennar Homes, Inc. and Wayne M. Ruben, which and who joined into the Declaration, no longer have an interest in the Kings Gate Subdivision, and thus, do not join into this Second Amendment.

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2. Deleting Article I, Section 24, and inserting in lieu thereof the following:

"Home." A residential dwelling, manufactured home, Villa or condominium unit and appurtenances thereto constructed or placed on a Homesite within the Properties.

3. Deleting Article I, Section 25, and inserting in lieu thereof the following:

"Homesite." A parcel of real property upon which a Home or Villa unit has, or will, be constructed or located. Once improved, the term Homesite shall include the Home or Villa unit and all improvements thereon and appurtenances thereto. The term Homesite, as used herein, may, or may not, reflect the same division of property as exists on the underlying Plat affecting the Properties. Additionally, the term Homesite may be used interchangeably with the defined term "Lot" as used in the governing documents for the Villas at Kings Gate.

4. Deleting Article I, Section 35, and inserting in lieu thereof the following:

"Villa." means any or all of the Villa residences which shall be constructed on the Lots, each designed for use and occupancy as a single-family residence. Wherever the term "Home" may appear in this Declaration, the defined term "Villa" may be used interchangeably where appropriate.

5. Deleting Article I, Section 36, and inserting in lieu thereof the following:

"Special Assessments." Those Assessments more particularly described as Special Assessments in Article 11 hereof.

6. Inserting Article I, Section 37, which shall read as follows:

"Withdrawal Notice." The notice by which portions of the Properties are withdrawn from the provisions of this Declaration as more particularly described in Article 3 hereof.

7. Deleting Article 11, Section 17, and inserting in lieu thereof the following:

Association Budget Guaranty. Declarant guarantees to initial purchasers of Homes that the monthly assessments due from such purchasers as Owners for expenses referred to in this Article will not exceed the amount therefor reflected in the initial budget which is provided to such Owners by the Declarant during the calendar year in which the Declarant conveys the first Homesite and thereafter will not exceed 120% of the amount assessed to such purchasers during the prior year. The guaranty shall be in force only until the earlier of: (i) the date upon which a majority of the Board of Directors of the Association are elected by Owners other than the Declarant, or (ii) such earlier date as Declarant elects to terminate this guaranty and pay its proportional share of assessments for common expenses based upon the number of Homes owned by the Declarant and offered for sale or lease. During the period of time this guaranty is in force and effect, the Declarant shall be relieved from the obligation of paying its pro rata share of assessments for common expenses of the Association, but instead Declarant shall be obligated to pay to the Association all sums in excess of sums due from all Homeowners other than the Declarant which are necessary to pay the actual expenses of the Association.

Declarant has previously elected to terminate this guaranty as provided under (ii) as described above. Due to Declarant's desire to expand the facilities and Homesites offered in the Community, Declarant amends this Section to provide Declarant the right to re-establish the Association Budget Guaranty and thus pay to the Association all sums in excess of sums due from all Homeowners other than the Declarant which are necessary to pay the actual expenses of the Association. Declarant shall now adhere to this Association Budget Guaranty until terminated as provided above.

8. The Articles of Incorporation of the Association, attached as Exhibit "E" to the Declaration, are amended to delete Article VI, regarding Class "B" membership and shall be replaced with language regarding when Class "B" membership shall cease to exist. Such amendments to the Articles are evidenced by the First Amendment to the Articles of Incorporation attached as Exhibit "A".

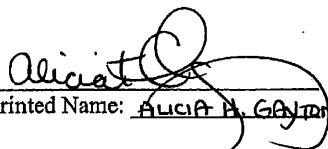
IN WITNESS WHEREOF, the Declarant, NB/85, Kingsgate II, WR-I and the Association have amended the Declaration as of the 20 day of DECEMBER, 2006.

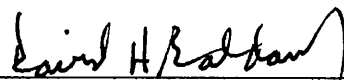
Witnesses:

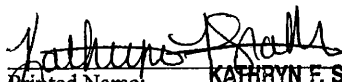
Declarant:

Victoria Estates, Ltd.

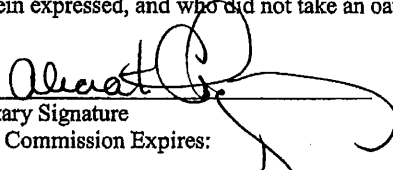
By Benderson-Victoria, L.C., its general partner

  
Printed Name: Alicia H. Gayton

By:   
David H. Baldauf, its Manager

  
Printed Name: KATHRYN F. STAHLER  
STATE OF FLORIDA  
COUNTY OF MANATEE

BEFORE ME, the undersigned authority, appeared this 20 day of DEC, 2006, David H. Baldauf, as Manager of Benderson-Victoria, L.C., the general partner of Victoria Estates, Ltd., who is personally known to me or who has produced for me \_\_\_\_\_ as identification, and who acknowledged voluntarily and knowingly executing the foregoing FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS KINGS GATE SUBDIVISION for the purposes and consideration therein expressed, and who did not take an oath.

  
Notary Signature  
My Commission Expires:

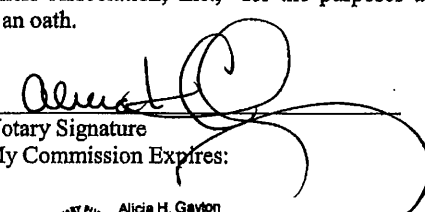


Alicia H. Gayton  
My Commission DD198658  
Expires March 31 2007

JOINDER:

KINGS GATE HOMEOWNERS  
ASSOCIATION, INC.By:   
William L. Murray, its PresidentSTATE OF FLORIDA  
COUNTY OF MANATEE

BEFORE ME, the undersigned authority, appeared this 20 day of December, 2006, by William L. Murray, as President of Kings Gate Homeowners Association, Inc., who is personally ~~known to me~~ or who has produced for me \_\_\_\_\_ as identification, and who acknowledged executing the foregoing FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS KINGS GATE SUBDIVISION with full authority of and on behalf of Kings Gate Homeowners Association, Inc., for the purposes and consideration therein expressed, and who did not take an oath.

  
Notary Signature  
My Commission Expires:Alicia H. Gayton  
My Commission DD198658  
Expires March 31 2007

**JOINDER AND CONSENT**

The undersigned owner of an interest in the Properties described in the Declaration, hereby ratifies, consents to and joins in this First Amendment to Declaration and further agrees that the undersigned will be bound by this First Amendment to Declaration as a covenant encumbering and running with the Properties described therein.

Dated as of the 20 day of DECEMBER, 2006.

Witnesses:

Printed Name: ALICIA GAYTON

Printed Name: KATHRYN F. STAHLER

Printed Name: ALICIA GAYTON

Printed Name: KATHRYN F. STAHLER

**NB/85 ASSOCIATES**

a New York general partnership

By: Nathan Benderson

Nathan Benderson, its  
general partner

By: Randall Benderson 85-1 Trust

a New York Trust, its general partner

By: David H. Baldauf

David H. Baldauf, Trustee

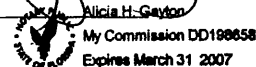
STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 20 day of DEC, 2006, by Nathan Benderson as General Partner of NB/85 Associates. He is personally known to me or produced \_\_\_\_\_ as identification.

Notary Public

Print Name: \_\_\_\_\_

Notary Seal



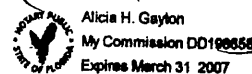
STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 20 day of DEC, 2006, by David H. Baldauf as Trustee of Randall Benderson 85-1 Trust, the General Partner of NB/85 Associates. He is personally known to me or produced \_\_\_\_\_ as identification.

Notary Public

Print Name: \_\_\_\_\_

Notary Seal



**JOINDER AND CONSENT**

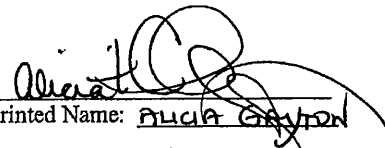
The undersigned owner of an interest in the Properties described in this Declaration, hereby ratifies, consents to and joins in this First Amendment to Declaration and further agree that the undersigned will be bound by the First Amendment to Declaration as a covenant encumbering and running with the Properties described therein.


Dated as of the 20 day of DEC, 2006.

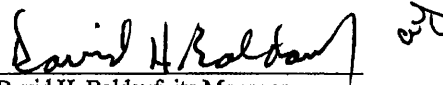
Witnesses:

**KINGSGATE ASSOCIATES II, LTD**  
a Florida limited partnership

By: Post Falls Management Associates, L.L.C.  
a Florida limited liability company, its  
general partner



  
Printed Name: Alicia H. Gayton

  
Printed Name: KATHRYN F. STAHLER

By:   
David H. Baldauf, its Manager

STATE OF Florida  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 20 day of DEC, 2006, by David H. Baldouf, as Manager of Post Falls Outlets, Inc., the general partner of Kingsgate Associates II, Ltd. He is personally known to me or produced \_\_\_\_\_ as identification.

  
Notary Public  
Print Name: Alicia H. Gayton  
Notary Seal 

**JOINDER AND CONSENT**

The undersigned owner of an interest in the Properties described in this Declaration, hereby ratifies, consents to and joins in this First Amendment to Declaration and further agree that the undersigned will be bound by the First Amendment to Declaration as a covenant encumbering and running with the Properties described therein.

Dated as of the 20 day of DECEMBER, 2006.

Witnesses:

**WRI-ASSOCIATES, LTD**  
A Florida limited partnership

By: BG The Village, LLC, a Florida limited Liability company, its general partner

By: David H. Baldauf  
David H. Baldauf, its Manager

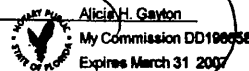
Alicia Gayton  
Printed Name: ALICIA GAYTON

Kathryn F. Stahler  
Printed Name: KATHRYN F. STAHLER

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 20 day of DEC, 2006, by David H. Baldauf, as manager of BG The Village, LLC, a Florida limited liability company, the general partner of WRI Associates, Ltd. He is personally known to me or produced as identification.

Alicia H. Gayton  
Notary Public  
Print Name: \_\_\_\_\_  
Notary Seal



## Exhibit "A"

FIRST AMENDMENT TO THE  
ARTICLES OF INCORPORATION  
OF

KINGS GATE HOMEOWNERS ASSOCIATION, INC.

A Florida corporation Not-for-Profit

Pursuant to the authority provided under Florida Statute Section 617.1002, this First Amendment to the Articles of Incorporation amends the Articles of Incorporation as adopted by a majority of the Board of Directors of said Association on \_\_\_\_\_.  
The Articles of Incorporation of the Association are amended as follows:

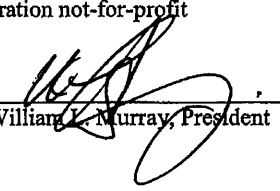
The second section of Article VI, Voting Rights, regarding Class B Members, is deleted and inserting in lieu thereof the following:

Class B. Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three and six tenths (3.6) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of any of the following events, whichever occurs earlier:

- (a) Three months after ninety percent (90%) of the Homesites or Lots in all phases of the community that will ultimately be operated by the Association have been conveyed to Class "A" members; or
- (b) Fifteen (15) years from the date of filing of the Declaration; or
- (c) At such time as the Class "B" member voluntarily relinquishes its right to vote.

I HEREBY CERTIFY that the foregoing amendments to the Articles of Incorporation of the above named Association were duly adopted by the Board of Directors of said Association on the 20 day of December, 2006.

KINGS GATE HOMEOWNERS  
ASSOCIATION, INC., a Florida  
Corporation not-for-profit

By:   
William L. Murray, President