

Villa Unit(s) interior shall be responsible for reconstruction and repair, and no other person, including the Association, is liable for the cost thereof in the absence of legal fault.

10.2 Damage to Buildings or Other Lot Improvements Covered by the Association's Insurance Policy. Where loss or damage occurs to any Building(s) or other Lot Improvements which are covered by the Association's insurance policy, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

(A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the Building or other Lot Improvements which are covered by the Association's insurance policy, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to their shares of the common expenses for the deficiency. Such special assessments need not be approved by the unit owners. The proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.

10.3 Application of Insurance Proceeds. It shall always be presumed that monies disbursed for repair and reconstruction come first from insurance proceeds; if there is an excess of insurance proceeds left in the funds held by the Association after the payment of all costs of repair, and reconstruction, such balance shall be distributed to all unit owners, pro rata.

10.4 Equitable Relief. In the event of damage to the Building or other Lot Improvements which are covered by the Association's insurance policy which renders any unit uninhabitable, if repairs and reconstruction are not begun and completed within a reasonable period of time, the owner of the uninhabitable unit may petition a court for equitable relief. For purposes of this provision, it shall be conclusively presumed that repair and reconstruction has begun and been completed within a reasonable period of time if substantial work is commenced within twelve (12) months following the damage or destruction, and is completed within twelve (12) months thereafter.

10.5 Plans and Specifications. Any repairs or reconstruction must be substantially in accordance with the plans and specifications for the original buildings, or according to different plans and specifications approved by the Board of Directors, by the owners of at least three-fourths (3/4ths) of the units, by the ACC, and by the Primary Institutional Mortgagee, if any. Such approvals may not be unreasonably withheld. However, no change in plans and specifications shall materially reduce the interior floor space of any unit without the consent of the unit owner and his institutional mortgagee, if any.

11. GENERAL COVENANTS AND USE RESTRICTIONS.

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11.1 Residential Use. Each Villa shall be occupied by only one family and its temporary guests at any time, as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any Villa. No person may publicly advertise the address of a Villa as the address of any business. The use of a Villa as a public lodging establishment shall be deemed a business or commercial use. This Section 11.1 shall not be construed to prohibit any Villa occupant from maintaining a personal or professional library, from keeping his personal, business or professional records in his Villa, or from handling his personal, business or professional telephone calls, written correspondence, or other communications in and from his Villa. Such uses are expressly declared customarily incident to residential use. This Section 11.1 is, however, intended to prohibit commercial or business activity by an owner which would noticeably change the residential ambiance of the Neighborhood, or make it obvious that a business is being conducted, Such as by regular or frequent traffic in and out of the Neighborhood by persons making deliveries or pick-ups, or by employees and business associates, or by customers and clients.

11.2 Housing for Older Persons. Kings Gate Subdivision is a "Housing for Older Persons" which operates under the fifty-five (55) and over exemption under Federal and Florida law. Each Villa must be occupied by at least one (1) person fifty-five (55) years of age or older. Persons more than eighteen (18) years of age may occupy and reside in a Villa as long as at least one of the occupants is fifty-five (55) years of age or older. No person under the age of eighteen (18) may be a permanent occupant of any Villa, except that persons under the age of eighteen (18) may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days total in any calendar year. Notwithstanding the above, if a Villa is transferred by inheritance, the requirement of the Villa being occupied by a person fifty-five (55) years of age or older is waived as to the occupancy by the heirs for so long as no permanent occupant is under the age of eighteen (18) and at least eighty (80%) percent of the Villas in the Community are occupied by at least one person who is fifty-five (55) years of age or older. Policies and procedures related to the status of Kings Gate Subdivision as an "Housing for Older Persons" community are available at the office of the Association.

11.3 Occupancy of Villa when Owner is not in Residence. An owner may occasionally allow family, friends or business associates in reasonable numbers to temporarily occupy his Villa in his absence. Except as otherwise provided in Section 15.1 below, this provision is not intended to allow any owner to use his Villa as short-term transient accommodations for several individuals or families. The owner must register all guests with the Association in advance, giving such information about the guests and the period of their stay as the Board may reasonably require. The owner is responsible for the conduct of his guests. When the owner is not in residence, no more than six (6) overnight occupants are allowed at any time.

11.4 Leasing. Villas may be leased, with the minimum allowable lease period being thirty (30) consecutive days. No Villa may be rented or leased more than three (3) times in any twelve (12) month period. No lease may begin sooner than thirty (30) days after the first day of occupancy under the last previous lease. All leases are subject to the following restrictions and conditions:

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(A) The lease must be written, and a fully executed copy must be provided to the Association not less than fifteen (15) days before the beginning of the lease term, together with such other information about the tenants as the Board may reasonably require.

(B) No lease may be for a period of less than thirty (30) consecutive days.

(C) No more than six (6) overnight occupants are allowed in a leased Villa.

(D) No subleasing or assignment of lease rights is allowed.

(E) No one but the lessee and the lessee's spouse if any, and their unmarried children who live with their parents, may occupy the unit during a lease.

All of the provisions of the Villas Documents and the Rules and Regulations of the Association pertaining to use and occupancy of the Villas shall be applicable to and enforceable against any person occupying a Villa as a lessee or guest, to the same extent as against an owner, and a covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Villas Documents, designating the Association as the owner's agent, with the authority to terminate any lease and evict the tenant in the event of violations by the tenant of such covenant, shall be deemed to be included in every lease whether oral or written, and whether specifically expressed in such lease or not.

THE DEVELOPER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE FINANCIAL FEASIBILITY OF RENTING VILLAS OR THE INCOME TO BE DERIVED THEREFROM. ANY OWNER WHO DESIRES OR INTENDS TO RENT A VILLA MUST INDEPENDENTLY DETERMINE AND ASSUME RESPONSIBILITY FOR THE FEASIBILITY OF RENTING, AND SHOULD CONSULT HIS OR HER OWN ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES AND ECONOMIC ADVANTAGE OF OWNERSHIP.

11.5 Nuisance. No member shall use or permit a Villa to be used in any manner which would be unreasonably disturbing, detrimental or a nuisance to the occupant of another Villa or which would not be consistent with the maintenance of the highest standards for the first class residential development, nor permit the premises to be used in a disorderly or unlawful way. The use of each Villa and the Neighborhood Common Areas shall be consistent with existing laws and the Governing Documents, and residents shall at all times conduct themselves in a peaceful and orderly manner. No unlawful, disorderly or offensive activity shall be carried on upon any Lot or in any Villa, nor shall any owner permit or condone any activity that is, or may reasonably become, a source of annoyance or nuisance to other residents.

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11.6 Temporary Structures. Temporary structures, including trucks, trailers, motor homes, recreational vehicles, tents or shacks shall not be used on any Lot at any time as a residence, either temporary or permanent.

11.7 Signs. In order to maintain an attractive community, no sign, banner, advertisement or poster (including "open house", "for sale" or "for rent" signs) shall be exhibited, displayed, inscribed, painted, or affixed, in, on or upon any part of the Properties. This provision includes signs inside of Villa windows or the windows of motor vehicles. This Section 11.6 shall not apply to signs used by Developer or its agents to market Villas owned by Developer.

11.8 Appearance; Refuse Disposal. Each owner shall keep his Lot and Villa free of trash and debris and shall reasonably maintain his Villa. Personal property of residents shall not be left on the lawns or landscaped areas outside the Villas. Trash, garbage or other waste must be kept in appropriate containers suitably screened from view from the street and adjacent Lots. Porches, and lanais shall be used only for the purposes intended, and shall not be used for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property.

11.9 Maintenance. The Developer shall care for unimproved Lots within the Properties at its expense, remove and destroy tall grass, undergrowth, weeds and rubbish therefrom, and do any other things and perform any labor necessary to keep the Lot in reasonable order. The Association shall have the right to repair any structure or improvement on any Lot which, in the opinion of the Board, constitutes a safety hazard or nuisance, or is unsightly, or is in a state of disrepair, provided that the Lot owner is given no less than five (5) days notice of the Association's intent to do so, which reasonably specifies the proposed action. The Association shall charge the expense of same against the owner of the Lot, which charge shall be a lien on the Lot which may be foreclosed and shall include the Association's attorney fees and other costs in connection with the lien and foreclosure.

11.10 Awnings and Windows. Awnings, storm shutters, solar film, and other window coverings shall be subject to the prior approval and control of the ACC.

11.11 Fences. No fence, wall, hedge or other physical and visual barrier shall be erected in the Neighborhood Common Areas, except as originally installed by Developer, or as approved by the ACC.

11.12 Driveways and Parking Areas. Driveways and parking areas must be paved with concrete, paver blocks, or another hard surface approved by the Developer. Maintenance and repair of all driveways, parking and other paved parking facilities shall be the responsibility of the Association. Driveways must be kept clean and free from excessive oil, rust or other unsightly stains.

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11.13 Water Supply; Wells; Water Rights. Each Living Unit shall be equipped with dual water lines, one of which shall be designated to utilize non-potable water. All irrigation systems must be connected to the non-potable water line and all outside spigots must be connected to the potable water line. Each owner shall be required to connect the water lines on his Lot to the lines of the utility provider(s) providing service to Kings Gate Homeowners Association, Inc. No owner may install or operate a private well for any reason, including operation of a water source heat pump.

11.14 Landscaping. All landscaping, including without limitation, trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Association. No landscaping shall be added, augmented, replaced, cut down, destroyed or removed without the prior written approval of the ACC. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon any Lot outside of the Villa and the Villa's privacy walls, unless approved by the ACC.

11.15 Pets. The owner of each Villa may keep not more than two (2) small pets, of a normal domesticated household type (such as a cat or dog) in the Villa. The maximum weight of any dog may not exceed twenty (20) pounds. Reasonable numbers of birds in cages and fish in aquaria are also permitted, subject to reasonable regulation by the Association. All pets must be walked on a leash not to exceed six (6) feet in length at all times while outside of the Villa. No pet may be "tied out" on the exterior of any Villa or left unattended on the rear lanai of any Villa. The owner is responsible for cleaning up after his pet. The ability to keep pets is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyances to other residents of the Properties. No reptiles, amphibians, poultry, swine or livestock may be kept on the Properties. The Board of Directors may restrict the locations where pets may be walked. Certain aggressive breeds of dogs such as Dobermans, Pit Bulls, Chows or others determined by the Board to be aggressive and dangerous are not permitted.

11.16 Parking. Owners' automobiles shall be parked in the garage or driveway. Each Villa will have a garage. Garage doors shall be kept in the closed position except when not in use for ingress and egress. No vehicle which cannot operate on its own power shall remain on Villas at Kings Gate for more than twelve hours, except in the garage of a Villa. No repair, except emergency repair, of vehicles shall be made within Villas at Kings Gate, except in the garage of a Villa. No commercial vehicle, recreational vehicle, boat, trailer, including but not limited to boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within Villas at Kings Gate except in the garage of a Villa. The term "commercial vehicle" shall not be deemed to include recreational or utility vehicles (i.e. Suburbans, Blazers, Explorers, Navigators, etc.) up to 21'5" in length or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Such vehicles shall not contain any commercial business names, written advertisements, or logos written on the outside of such vehicles.

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11.17 Antennas, Radio Equipment and Flagpoles. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, unless expressly approved in writing by the ACC, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Federal Telecommunications Act of 1996, as amended from time to time. The Master Association shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Master Association may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring properties, and integrated with the residence and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state and local: laws and regulations, including zoning, land-use and building regulations. A flagpole, for display of the American Flag only, may be permitted if its design and location are first approved by the ACC. An approved flagpole shall not be used to mount an antenna. It is the intent of this Section to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances which is sometimes caused by ham radios, CB base stations or other high-powered broadcasting equipment. This Section 11.17 shall not apply to the Developer or its agents to market Villas owned by Developer.

11.18 LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS, WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING WITHOUT LIMITATION MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. PROPERTY OWNERS ARE RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, WHICH MAINTENANCE WILL BE MAINTAINED TO THE GREATEST DEGREE LAWFUL BY THE MASTER ASSOCIATION.

No person shall undertake or perform any activity in Conservation Areas described in the approved permits and Plats of Kings Gate, or remove native vegetation that becomes established within the Conservation Areas and without prior written approval of the ACC, the County, and the South Florida Water Management District. Prohibited activities within Conservation Areas include the removal of native vegetation, excavation, placement or dumping of soil, trash or land clearing debris, and construction or maintenance of any building, Unit or other structure. "Removal of native vegetation" includes dredging, application of herbicides, and cutting.

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11.19 Open Space. Any land subjected to this Declaration and designated as open space, landscape buffer, preserve area, Conservation Area or words of similar import on any plat, declaration of covenants and restrictions, site plan, permit or other document shall be preserved and maintained by the owner of such land as open space. If such land or an easement over such land has been conveyed or dedicated to the Neighborhood Association, the Neighborhood Association shall preserve and maintain such land. No development may occur on such land except structures or improvements which promote the use and enjoyment thereof for open space purposes.

11.20 Lakes; Water Retention Ponds. No Lot, Tract, Parcel or Neighborhood Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the ACC and the District. No person other than the Declarant or the Master Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

12. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS. Every owner, and all guests, tenants and occupants of Villas, shall at all times comply with Chapter 720, Florida Statutes, the Governing Documents, and the rules of the Association. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors of the Association, whose interpretation of the Governing Documents and/or whose remedial action shall control. Each member and the member's tenants, guests, and invitees, and the Association, are governed by, and must comply with, this Chapter 720, the governing documents of the Neighborhood, and the rules of the Association. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any member against:

- (A) The Association;
- (B) A member;
- (C) Any Director or officer of the Association who willfully and knowingly fails to comply with these provisions; and
- (D) Any tenants, guests, or invitees occupying a parcel or using the common areas.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This Section does not deprive any person of any other available right or remedy.

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