

This Instrument was prepared by:
Curtis Hamlin, Esquire
Porges, Hamlin, Knowles & Hawk, P.A.
1205 Manatee Avenue West
Bradenton, Florida 34205
941.748.3770

**SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR VILLAS AT KINGS GATE,
A PHASE TOWNHOME COMMUNITY**

This Supplement to Declaration of Covenants, Conditions and Restrictions for Villas at Kings Gate, a Phase Townhome Community, ("Supplement to Declaration") is made effective as of January 23, 2023 by Villas at Kings Gate Association, Inc., a Florida corporation not for profit, with an office at 24000 Rampart Blvd., Port Charlotte, Florida 33980, (the "Association").

WITNESSETH:

WHEREAS, KINGS GATE HOMES, LLC, a Florida limited liability company, as Declarant, heretofore imposed certain covenants, conditions, and restrictions upon real property located in Charlotte County, Florida, by virtue of that certain Declaration of Covenants, Conditions and Restrictions for Villas at Kings Gate, a Phase Townhome Community recorded on November 6, 2009, in the Public Records of Charlotte County, Florida, in Official Record Book 3431, Pages 1064-1110, inclusive, (herein, together with any amendments or supplements heretofore or hereafter made, are collectively referred to as the "Declaration"); and,

WHEREAS, the Declaration states in Section 1.8 that the "Governing Documents" means the Master Declaration, and the Articles of Incorporation and Bylaws of the Master Association, as well as the Declaration, and the Articles of Incorporation and Bylaws of the Association; and

WHEREAS, Section 3.2 of the Declaration states that a copy of the Articles of Incorporation of the Association "is attached as Exhibit 'C'" to the Declaration but there was no Exhibit "C" or Articles of Incorporation of the Association attached to the Declaration at the time the document was originally recorded; and

WHEREAS, Section 3.3 of the Declaration states that the initial Bylaws of the Association shall be the Bylaws as attached as exhibit "D" to the Declaration but there was no Exhibit "D" or Bylaws of the Association attached to the Declaration at the time the document was originally recorded; and

WHEREAS, Villas at Kings Gate Association, Inc., a Florida not for profit corporation (the "Association") is the homeowners association identified in the Declaration that is responsible for operation and maintenance of certain property and provision of certain services identified therein; and,

2. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Declaration is all of the property forming and being part of the Villas at Kings Gate, Phase 7A, per plat filed in Plat Book 21, Page 3A-3G, inclusive on April 17, 2009 in the Charlotte County Clerk's Office together with all of the property forming and being part of the Villas at Kings Gate, Phase 7B as more particularly described on Exhibit "A" attached hereto and as further described per the plat of Kings Gate, Phase 7B recorded in the Public Records of Charlotte County, Florida on May 18, 2010 in Plat Book 21, pages 11-A through 11-F, inclusive.

3. All of the Covenants, Conditions and Restrictions contained within the Declaration to Phase 7-A shall be construed to extend to the real property set forth in Kings Gate, Phase 7-B and more particularly described herein on Exhibit "A" and added to the Declaration under this Supplemental Declaration.

3. Except as amended and supplemented herein, all other terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration this 9th day of June, 2010.

Signed, Sealed and delivered
In the presence of:

Sherry A. Kexiali
Signature
Sherry A. Kexiali
Print Name:

Kevin M. Kinney
Signature
Kevin M. Kinney

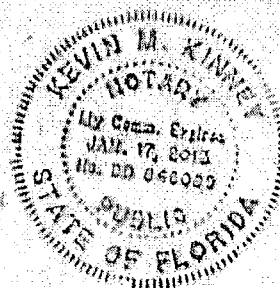
Print Name:

Florida
STATE OF ~~NEW YORK~~)
Manatee SS:)
COUNTY OF ~~ERIE~~)

KINGS GATE HOMES, LLC

David H. Baldauf
Name: David H. Baldauf
Title: Manager

The foregoing instrument was acknowledged before me this 9th day of June, 2010, by David H. Baldauf as Manager of Kings Gate Homes, LLC, a Florida limited liability company. He personally appeared before me, is personally known to me, or has produced _____ as identification, and did not take an oath.



Kevin M. Kinney
Notary Public
KEVIN M. KINNEY
MY COMMISSION #00046089
EXPIRES: JAN 17, 2013
Bonded through 1st State Insurance

Kings Gate, Phase 7B A SUBDIVISION LYING IN SECTION 7, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

SURVEYOR'S DESCRIPTION:

FIVE NON-CONTIGUOUS PARCELS OF LAND, LYING IN SECTION 7, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, ALL OF WHICH ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 7A:
BEGIN AT THE SOUTHWEST CORNER OF LOT 15, BLOCK 51 AS SHOWN AND DESIGNATED ON A PLAT ENTITLED "KINGS GATE, PHASE 7A" RECORDED ALONG THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA IN PLAT BOOK 21, PAGE 3; THENCE N 89°10'33" E, ALONG THE SOUTH LINE OF SAID LOT 15, A DISTANCE OF 80.00 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF KNIGHTS BRIDGE TRAIL; THENCE S 00°41'57" E, ALONG SAID WESTERLY RIGHT-OF-WAY, OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 24.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 42°34'54", A DISTANCE OF 240.00 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 212.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 35°32'53", A DISTANCE OF 111.53 FEET TO A POINT OF TANGENCY; THENCE S 07°43'59" E, A DISTANCE OF 78.59 FEET TO THE NORTHEAST CORNER OF TRACT 7C AS SHOWN AND DESIGNATED ON A PLAT ENTITLED "KINGS GATE, PHASE 7A" RECORDED ALONG THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA IN PLAT BOOK 21, PAGE 3; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID TRACT 7C, S 87°10'01" W, A DISTANCE OF 80.00 FEET; THENCE THROUGH AND ACROSS SAID TRACT 7C, FOR A NEW LINE OF DIVISION AS DESCRIBED IN OFFICIAL RECORD BOOK 2, PAGE 1 OF AFORESAID PUBLIC RECORDS, S 82°10'01" W, A DISTANCE OF 7.00 FEET; THENCE N 07°43'59" W, A DISTANCE OF 78.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 35°32'53", A DISTANCE OF 77.55 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 16.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 43°31'47", A DISTANCE OF 31.10 FEET TO A POINT ON THE EASTERLY BOUNDARY OF LOT 6, BLOCK 18 AS SHOWN AND DESIGNATED ON A PLAT ENTITLED "KINGS GATE, PHASE 2" RECORDED ALONG AFORESAID PUBLIC RECORDS IN PLAT BOOK 18, PAGE 18; THENCE NORTHERLY ALONG SAID EASTERLY BOUNDARY OF LOT 6, 7, 8 AND A PORTION OF LOT 9, THE FOLLOWING TWO (2) COURSES AND DISTANCES: N 10°31'48" E, 34.39 FEET; N 00°41'57" W, 191.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 58,479 SQUARE FEET (1.34 ACRES) OF LAND.

PARCEL 7B:
BEGIN AT THE SOUTHEAST CORNER OF LOT 6, BLOCK 50 AS SHOWN AND DESIGNATED ON A PLAT ENTITLED "KINGS GATE, PHASE 7A" RECORDED ALONG THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA IN PLAT BOOK 21, PAGE 3; THENCE N 89°10'33" E, ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 105.00 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF KNIGHTS BRIDGE TRAIL; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, S 00°41'57" E, A DISTANCE OF 175.70 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 297.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 42°34'54", A DISTANCE OF 220.73 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 235.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 142°66' FEET TO A POINT OF TANGENCY; THENCE S 07°43'59" E, A DISTANCE OF 194.65 FEET; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY OF KNIGHTS BRIDGE TRAIL, N 82°16'01" W, A DISTANCE OF 105.00 FEET; THENCE N 07°43'59" W, A DISTANCE OF 194.65 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 543.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 35°32'53", A DISTANCE OF 212.81 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 197.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 42°34'54", A DISTANCE OF 142.69 FEET TO A POINT OF TANGENCY; THENCE N 00°41'57" W, A DISTANCE OF 175.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 76,891 SQUARE FEET (1.77 ACRES) OF LAND.

PARCEL 7C:
BEGIN AT THE SOUTHWEST CORNER OF LOT 30, BLOCK 50 AS SHOWN AND DESIGNATED ON A PLAT ENTITLED "KINGS GATE, PHASE 7A" RECORDED ALONG THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA IN PLAT BOOK 21, PAGE 3; SAID BEGINNING POINT ALSO BEING ON THE EASTERLY BOUNDARY OF TRACT 7B AS SHOWN AND DESIGNATED ON A PLAT ENTITLED "KINGS GATE, PHASE 7A" RECORDED ALONG AFORESAID PUBLIC RECORDS IN PLAT BOOK 21, PAGE 3; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, S 07°43'59" E, A DISTANCE OF 240.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 21.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 92°37'45", A DISTANCE OF 40.56 FEET TO A POINT OF TANGENCY; SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY OF BUCHONHAM WAY AS SHOWN AND DESIGNATED ON AFORESAID PLAT; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, N 87°16'18" E, A DISTANCE OF 240.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 240.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°16'02", A DISTANCE OF 118.59 FEET TO A POINT OF TANGENCY; THENCE S 76°25'42" E, A DISTANCE OF 22.17 FEET; THENCE DEPARTING THE NORTHERLY RIGHT-OF-WAY OF BUCHONHAM WAY, N 06°53'49" E, A DISTANCE OF 108.42 FEET; THENCE N 83°08'11" W, A DISTANCE OF 112.56 FEET; THENCE N 07°43'59" W, A DISTANCE OF 187.56 FEET; THENCE S 82°16'01" W, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 39,208 SQUARE FEET (0.90 ACRES) OF LAND.

PARCEL 7D:
BEGIN AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1 AS SHOWN AND DESIGNATED ON A PLAT ENTITLED "KINGS GATE" RECORDED ALONG THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA IN PLAT BOOK 17, PAGE 18; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 1, RIGHT-OF-WAY AS SHOWN AND DESIGNATED ON A PLAT ENTITLED "KINGS GATE, PHASE 7A" RECORDED ALONG AFORESAID PUBLIC RECORDS IN PLAT BOOK 21, PAGE 3; N 79°16'17" E, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 254.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°16'02", A DISTANCE OF 107.56 FEET TO A POINT OF TANGENCY; THENCE S 76°25'42" E, A DISTANCE OF 90.42 FEET; THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY OF BUCHONHAM WAY, S 15°34'18" W, A DISTANCE OF 85.00 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF TRACT 7B AS SHOWN AND DESIGNATED ON THE MOSTLY ADJACENT PLAT; THENCE THROUGH AND ACROSS SAID TRACT 7B, FOR A NEW LINE OF DIVISION AS DESCRIBED IN OFFICIAL RECORD BOOK 2, PAGE 1 OF AFORESAID PUBLIC RECORDS, S 15°34'18" W, A DISTANCE OF 20.00 FEET; THENCE N 76°25'42" W, A DISTANCE OF 80.42 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 149.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°16'02", A DISTANCE OF 63.11 FEET TO A POINT OF TANGENCY; THENCE S 79°16'17" W, A DISTANCE OF 102.00 FEET; THENCE N 10°41'44" W, A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID TRACT 7B; THENCE CONTINUE N 10°41'44" W, A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 28,955 SQUARE FEET (0.66 ACRES) OF LAND.

PARCEL 7E:
BEGIN AT THE NORTHEAST CORNER OF TRACT 7H AS SHOWN AND DESIGNATED ON A PLAT ENTITLED "KINGS GATE, PHASE 5" RECORDED ALONG THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA IN PLAT BOOK 18, PAGE 28; SAID BEGINNING POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF MANRIESTER TRAIL AND ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS POINT LIES N 87°16'18" E, A DISTANCE OF 283.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 51°33'31" E, A DISTANCE OF 528.45 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 284.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 100°34'47" A DISTANCE OF 91.98 FEET TO A POINT OF NON-TANGENCY; THENCE S 84°56'24" E, A DISTANCE OF 28.68 FEET; THENCE S 33°14'33" W, A DISTANCE OF 100.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF HOTTINGHAM TRAIL, SAID POINT LYING ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°49'13" A DISTANCE OF 81.65 FEET TO A POINT OF TANGENCY; THENCE N 67°33'50" W, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 528.45 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 350.00 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 100°34'47" A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 96°32'12" A DISTANCE OF 42.12 FEET TO A POINT OF TANGENCY; THENCE N 69°15'45" E, A DISTANCE OF 25.77 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 172.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10°48'53" A DISTANCE OF 32.48 FEET TO THE POINT OF BEGINNING.

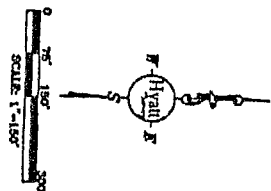
CONTAINING 71,484 SQUARE FEET (1.64 ACRES) OF LAND.

LEGEND
 B = CONCRETE MONUMENT SET (FROM LOT 230)
 C = CONCRETE MONUMENT SET (FROM LOT 230)
 D = IRON NAIL AND DISC SET (FROM LOT 230)

PLAT BOOK PAGE
 SHEET 3 OF 6

Kings Gate, Phase 7B A SUBDIVISION LYING IN SECTION 7, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

NOTICE
 THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT
 RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE
 PUBLIC RECORDS OF THIS COUNTY.



ABBREVIATIONS

- P.S. - PROFESSIONAL SURVEYOR & MAPPER
- S.M. - SURVEY MONUMENT (WOOD PILE)
- S.C. - STATE PLAT COORDINATES
- E - CENTER LINE
- R/W - RIGHT-OF-WAY
- S.E. - SECTION
- R.C. - RADIUS
- R - RADII
- A - CENTRAL ANGLE
- T - TRAIL LENGTH
- T.S. - TRAIL SURFACE
- BL - BOUNDARY LINE
- (N) - NON BOUNDARY LINE
- (N) - NON BOUNDARY LINE
- P.M. - PERMANENT MONUMENT
- C.D. - CONCRETE DISC
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- P.C. - POINT OF CURVATURE
- P.T. - POINT OF TANGENCY
- U.T. - UTILITY
- EASE - EASEMENT
- SF - SQUARE FEET

- NOTES
1. BEARINGS ARE BASED ON THE SOUTH LINE OF SEC. 30, TOWNSHIP 40 SOUTH, RANGE 23 EAST.
 2. THE PLAT IS BASED ON THE 1983 DATUM.
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RAUPART BLVD.

Hyatt Survey Services, Inc.
 11007 6th Avenue East
 Bradenton, Florida 34212
 (811) 748-4803

WHEREAS, the Declarant turned over control of the Association to the Members of the Association other than the Declarant at a Meeting of the Association held on June 23, 2022 and the Declarant no longer has any interest under the terms of the Declaration.

WHEREAS, the Association desires to correct the foregoing omissions of the Declarant in failing to attach the Articles of Incorporation and Bylaws of the Association as Exhibits "C" and "D", respectively to the Declaration when the same was recorded or thereafter, and therefore, the Association desires file this Supplement to Declaration to correct such omissions.

NOW THEREFORE, in consideration of the foregoing Recitals, all of which are true and an integral part of this document, the Association supplements the Declaration, as hereafter provided.

I. Articles of Incorporation of the Association. Pursuant to Section 3.2 of the Declaration, attached hereto as Exhibit "C" is a copy of the Articles of Incorporation of the Association as filed with the Secretary of State of the State of Florida on November 3, 2009.

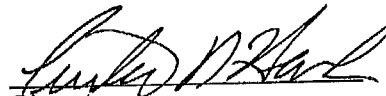
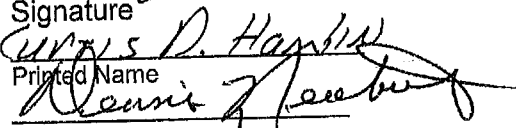
II. Bylaws of the Association. Pursuant to Section 3.3 of the Declaration, attached hereto as Exhibit "D" is a copy of the Bylaws of the Association as delivered by the Declarant to the Association at the turnover meeting above reference.


This Supplement to Declaration is being recorded by the Association without the necessity of a vote of the Members of the Association having occurred as the sole purpose of the recording of this document is to correct the clerical errors or omissions that occurred when the Declarant caused the Declaration to be recorded without the referenced Exhibits "C" and "D" having been attached as expressly stated in Sections 3.2 and 3.3 of the Declaration.

IN WITNESS WHEREOF, the Association has executed this Supplement To Declaration this 23 day of January 2023.

Witnesses:

Villas at Kings Gate Association, Inc., a
Florida not for profit corporation

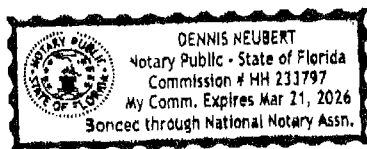

Signature
Curtis D. Hays
Printed Name

Signature
DENNIS NEUBERT
Printed Name

By: 
John Spradlin, as its President

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization this 23 day of January, 2023, by John Spradlin as President of Villas at Kings Gate Association, Inc., a Florida not for profit corporation, on behalf of the Company, (☒) who is personally known to me, or (☐) who has produced N/A as identification.

(Affix Seal)



Dennis Neubert
Signature of Notary Public

Print Notary Name: DENNIS NEUBERT

NOTARY PUBLIC STATE OF FLORIDA

Commission No. 233797

Expiration Date: MARCH 21, 2026

EXHIBIT "C"

ARTICLES OF INCORPORATION OF THE ASSOCIATION

NO 9000010685

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Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

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VILLAS AT KINGS GATE ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION
OF
VILLAS AT KINGS GATE ASSOCIATION, INC.**

Pursuant to Section 617.01(2)(1), Florida Statutes (2009), these Articles of Incorporation are created by Christopher J. Shields, Esq., 1833 Hendry Street, Fort Myers, Florida 33901, as sole incorporator, for the purpose set forth below:

ARTICLE I

NAME: The name of the corporation is Villas at Kings Gate Association, Inc., sometimes hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE: The initial principal office of the corporation is located at 8441 Cooper Creek Boulevard, University Park, Florida 34201.

ARTICLE III

PURPOSE AND POWERS: This Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors. It is a corporation not for profit organized on a non-stock basis for the purpose of providing a corporate residential homeowners' association. For the accomplishment of its purpose, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit, except as limited or modified by these Articles and a Declaration of Covenants, Conditions and Restrictions to be recorded in the Public Records of Charlotte County, Florida, and shall have all of the powers and authority reasonably necessary or appropriate to the operation and regulation of a residential neighborhood subject to the said recorded Declaration, as it may from time to time be amended, including but not limited to the power to:

(A) Fix, levy, collect and enforce payment by all lawful means all charges or assessments levied pursuant to the Declaration to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all license fees, taxes or governmental charges.

(B) Enforce any and all covenants, conditions, restrictions and agreements applicable to the residential neighborhood known as the Villas at Kings Gate.

VILLAS AT KINGS GATE- ARTICLES OF INCORPORATION

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(C) Acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(D) Borrow money, and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security.

(E) Dedicate, sell or transfer all or any part of the Neighborhood Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

(F) Purchase policies of insurance upon the Properties and use the proceeds from such policies to effectuate its purposes.

(G) Participate in mergers and consolidations with other non-profit corporations organized for the same or similar purposes, or to annex additional property and common areas, provided that merger, consolidation or annexation shall have the consent of at least two-thirds (2/3rds) of the voting interests of the Association.

(H) Assist, cooperatively with Kings Gate Homeowners Association, Inc., in the administration and enforcement of the Declaration of Covenants, Conditions and Restrictions for Kings Gate, as amended and supplemented from time to time, and the Community Development District, if any.

(I) Exercise any and all powers, rights and privileges which a corporate homeowners association organized under Chapter 720, Florida Statutes, may now or hereafter have or exercise, subject always to the Declaration as amended from time to time.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS: Membership and voting rights shall be as set forth in the Bylaws of the Association.

ARTICLE V

TERM: The term of the Association shall be perpetual.

ARTICLE VI

BYLAWS: The Bylaws of the Association may be altered, amended or rescinded in the manner provided therein.

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ARTICLE VII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

(A) Proposal: Amendments to these Articles may be proposed by a majority of the Board or by petition to the Board signed by at least one-fourth (1/4) of the voting interests.

(B) Procedure: A proposed amendment must be submitted to a vote of the members not later than the next annual meeting for which proper notice can still be given.

(C) Vote Required: Except as otherwise required by Florida law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved at any annual or special meeting called for the purpose by at least a majority of the voting interests of the Association, or if it is approved in writing by a majority of the voting interests without a meeting, as authorized in Section 3.11 of the Bylaws, provided that notice of any proposed amendment must be given to the members of the Association, and the notice must contain the full text of the proposed amendment.

(D) Effective Date: An amendment becomes effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Charlotte County, Florida, with the same formalities as are required in the Declaration for recording amendments to the Declaration.

ARTICLE VIII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors set in the Bylaws, but never less than three (3), and in the absence of a Bylaw provision shall consist of three (3) Directors.

(B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting after the annual meeting of the Members and shall serve at the pleasure of the Board.

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ARTICLE IX

INITIAL DIRECTORS:

The Initial Directors of the Association shall be:

William L. Murray, President/Director:	8441 Cooper Creek Blvd. University Park, Florida 34201
Stephen Scallione, Vice President/Director	8441 Cooper Creek Blvd. University Park, Florida 34201
Robert E. Spanos, Secy/Treasurer/Director	8441 Cooper Creek Blvd. University Park, Florida 34201

ARTICLE X

INITIAL REGISTERED AGENT:

The Initial registered office of the Association shall be at:

c/o Benderson Development Company, LLC
8441 Cooper Creek Blvd.
University Park, Florida 34201

The initial registered agent at said address shall be:

Alicia H. Gayton, Esquire

ARTICLE XI

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorney's fees, actually and reasonably incurred by or imposed on him or her in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved.

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(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe it was lawful.

(C) A transaction from which the Director or officer derived or sought to derive an improper personal benefit.

(D) Recklessness, or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and wilful disregard for human rights, safety or property, in an action by or in the right of someone other than the association or a member.

(E) Wrongful conduct by Directors or officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, there is no right to indemnification unless a majority of the disinterested Directors approve such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to, and not exclusive of, all other rights to which a Director or officer may be entitled.

WHEREFORE the incorporator has caused these presents to be executed this 29th day of October, 2009.

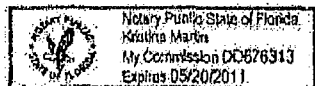
By: 

Christopher J. Shields, Esquire

STATE OF FLORIDA)
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 29th day of October, 2009, by Christopher J. Shields, Esquire, who is personally known to me and did not take an oath.

(Seal):



Notary Public

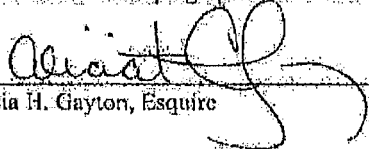
VILLAS AT KINGS GATE - ARTICLES OF INCORPORATION

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ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for Villas at Kings Gate Association, Inc., at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.


Alicia H. Gayton, Esquire

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VILLAS AT KINGS GATE - ARTICLES OF INCORPORATION

EXHIBIT "D"
BYLAWS OF THE ASSOCIATION

**BYLAWS
OF
VILLAS AT KINGS GATE ASSOCIATION, INC.**

1. GENERAL. These are the Bylaws of Villas at Kings Gate Association, Inc., hereinafter the "Association", a Florida corporation not for profit organized for the purpose of serving as a residential neighborhood homeowners' association.

1.2 Principal Office. The principal office of the Association shall initially be at 8441 Cooper Creek Blvd., University Park, FL 34701, and shall subsequently be at such location as may be determined by the Board of Directors.

1.3 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "corporation not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document where a seal is required.

1.4 Definitions. The definitions for various terms used in these Bylaws shall be as set forth in Section 1 of the Declaration of Covenants, Conditions and Restrictions for Villas at Kings Gate (the "Declaration"), to which these Bylaws are attached as Exhibit "D".

2. MEMBERS; VOTING RIGHTS. Every record owner of legal title to any Lot located in the Properties is a Member. If a Lot is subject to an agreement for deed, whether recorded or not, the purchaser in possession shall be treated as the owner solely for purposes of determining voting and use rights. Membership is appurtenant to, runs with, and may not be separated from, the real property interest upon which membership is based.

2.1 Voting Interests. The members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of votes shall equal the total number of Lots subject to this Declaration. The vote of a Lot is not divisible. The right to vote may not be denied because of delinquent assessments. If a Lot is owned by one natural person, his right to vote shall be established by the record title. If a Lot is owned jointly by two or more natural persons, that Lot's vote may be cast by any one of the record owners. If two or more owners do not agree among themselves how their one vote shall be cast on any issue, that vote shall not be counted on that issue. If a Lot is owned in trust, or the owner is a corporation, partnership or other entity which is not a natural person, the vote of that Lot shall be cast by the primary occupant designated as set forth in Section 14.1 of the Declaration.

2.2. Voting Rights. The votes of the classes of Members of the Association shall be cast by their respective classes of Voting Members as follows:

Class A. Class A Members shall be all those owners, as defined in Section 2.1, with the exception of the Declarant (as to Declarant, as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify).

Class B. The Class B Member shall be the Declarant, or a representative thereof designated by it in a written notice to the Association, who shall have and cast one (1) vote in all Association matters, plus one-hundred (100) votes for each vote which may be cast by the Class A Members. Such Class B Member may be removed and replaced by the Developer in its sole discretion. The Class B Membership shall cease and terminate (and convert to a Class A Membership) as and when provided in the Declaration.

In the event that Mortgagee or other party acquires title to a Lot or Villa through foreclosure or deed in lieu of foreclosure, such party shall have the class of membership last held by the owner of the Lot or Tract to which title was so acquired.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of an owner is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person who could cast the vote of that owner's Lot at an Association meeting, as stated in Section 2.1 above, unless the written approval or joinder of record owners is specifically required.

2.4 Termination of Membership. Termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies the Association may have against any former owner or member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS.

3.1 Annual Meeting. The annual meeting of the members shall be held in Charlotte County, Florida, each year during the first three months of each calendar year, at a day, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members. The annual meeting is a general meeting, and unless the law or the governing documents require otherwise, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by members representing at least twenty-five percent (25 %) of the voting interests. ~~Business at any special meeting shall be limited to the items specified in the notice of meeting.~~

3.3 Notice of Meetings. Notices of all meetings of the Members must be mailed or hand-delivered to the members at least fourteen (14) days before the meeting, and must state the time, date, and place of the meeting, and include a detailed agenda. Mailed notices must be sent to each member at his address as it appears on the books of the Association. Each member bears the responsibility for notifying the Association in writing of any change of address. A person entitled to receive notice of any meeting may waive notice altogether by written waiver. Notice of any meeting may, be hand-delivered if a written waiver of mailing is obtained. If ownership of a Living Unit is transferred after a notice has been mailed, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes a waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting.

3.4 Quorum. The percentage of voting interests required to constitute a quorum at a meeting of the members shall be thirty percent (30%) of the total voting interests.

3.5 Vote Required. The acts approved by a majority of the votes cast at a meeting of the members at which a quorum has been attained shall be binding upon all owners for all purposes, except where a higher vote is required by law or by any provision of the Governing Documents.

3.6 Proxies. To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by a person authorized to cast the vote for the unit, and specify the date, time and place of the meeting for which it is given. The signed and dated original must be delivered to the Secretary at or before the time of the meeting or continuance thereof. Holders of proxies need not be members. No proxy is valid if it names more than one person proxy holder, but the proxy holder has the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Unless the Bylaws require otherwise, adjournment of annual or special meeting to a different date, time or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to Section 720.303(2), Florida Statutes (2007) as amended. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under Section 617.0707, Florida Statutes (2007), as amended, notice of the adjourned meeting must be given to persons who are entitled to vote and are members as of the new record date but were not members as of the previous record date.

3.8 Order of Business. The order of business meetings shall be substantially as follows:

- (A) Determination of existence of quorum;
- (B) Reading or waiver of reading of minutes of last members' meeting.
- (C) Reports of Officers.
- (D) Reports of Committees.
- (E) Election of Directors (annual meeting only).
- (F) Unfinished Business.
- (G) New Business.
- (H) Adjournment.

3.9 Minutes. Minutes of all meetings of the members must be maintained in written form, or in another form that can be converted into written form within a reasonable time.

3.10 Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of an Association meeting when not in conflict with the law, with the Declaration, or with these Bylaws. The Presiding Officer may appoint a Parliamentarian, but the Presiding Officer's decisions on questions of Parliamentary Procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.11 Action by Members Without Meeting. Except for the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written consents or other instruments expressing approval of the action proposed to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph affects the rights of members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law. If the vote is taken by the method described in this Section 3.11, the list of owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters. The written consents used to authorize an action without a meeting shall become part of the Association's records.

3.12 Polling of Members. To the extent feasible and practical, the Association shall poll its members on questions to be decided by a vote of the members of the Master Association, so that this Association's votes are more likely to be cast in the manner preferred by the majority of the members. If such a poll is conducted, the Board shall instruct its Voting Representative to cast all votes of the Association in a block, supporting the point of view preferred by the majority of the members who responded to the poll. The Voting Representative may not vote by proxy at Master

Association meetings, but the Board of Directors may designate in writing an alternate representative to substitute if the Voting Representative cannot attend any meeting of the Master Association.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the unit owners only when specifically required.

4.1 Number and Terms of Service. The Board of Directors shall initially consist of three (3) Directors, and shall remain at that number unless changed by amendment of this Section 4.1. In order to provide for a continuity of experience by establishing a system of staggered terms of office, in the first election in which owners other than the Developer elect at least a majority of the Directors, the two (2) candidates receiving the highest number of votes shall each be elected for a term which expires at the final adjournment of the annual meeting at which his successor is to be elected. The candidate receiving the next highest number of votes shall be elected for a term which expires at the final adjournment of next annual meeting. Thereafter, all Directors shall be elected for two (2) year terms, ending at the final adjournment of the annual meeting at which successors are to be duly elected, or at such other time as may be provided by law. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided in 4.4 below.

4.2 Qualifications. Except for Directors appointed by the Developer, each Director must be a Member or Primary Occupant of a Villa, or the spouse of one of them. No person shall be elected or appointed for successive terms totaling more than four (4) consecutive years, unless there occurs a hiatus of at least one (1) year between terms. Initial terms by appointment for less than one year shall be excluded from consideration in determining the total number of years served.

4.3 Nominations and Elections. In each annual election the members shall elect by written secret ballot as many Directors as there are regular terms of Directors expiring, unless the balloting is dispensed with as provided for by law.

(A) **First Notice: Candidates.** Not less than sixty (60) days before the election, the Association shall mail or deliver, to each owner entitled to vote, a first notice of the date of the election. The first notice may be given by separate Association mailing or included in another Association mailing or delivery, including a regularly published newsletter. Any owner or other eligible person desiring to be a candidate may qualify as such by giving written notice to the Association not less than forty (40) days before the annual election.

(B) **Second Notice.** If there are more qualified candidates than there are Directors to be elected, balloting is required, and at least fourteen (14) days before the election, the Association shall mail or deliver a second notice of election to all owners entitled to vote in the contested election, together with a ballot listing all qualified candidates in alphabetical order, by surname, and the notice of the annual meeting required by Section 3.3 above.

(C) **Balloting.** Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in elections. In the election of Directors, there shall be appurtenant to each Living Unit as many votes for Directors as there are Directors to be elected, but no Living Unit may cast more than one vote for any candidate, it being intended that voting for Directors shall be non-cumulative. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, or by another method required by law (if any).

4.4 Vacancies on the Board. If the office of any Director becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term.

4.5 Removal of Directors. Any Director may be removed from office, with or without cause, by the vote or agreement in writing of a majority of the voting interests. The notice of a meeting of the owners to recall one or more Directors must name the specific Director(s) sought to be removed, and a separate vote for each Director sought to be removed shall be taken. Where removal is sought by written agreement, a separate agreement is required for each Director to be removed. Any Director who is removed from office is not eligible to stand again for election to the Board, or be appointed to the Board, until the next annual election. A Director who is removed from office shall turn over to the Association within 72 hours any and all records and other property of the corporation in his possession. If a Director who is removed does not relinquish his office or turn over records as required, the circuit court in the county may summarily order the Director to relinquish his office and turn over corporate records upon application of any owner. In any such action, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

4.6 Board Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board must be open to all members, except for meetings between the Board and its legal counsel with respect to proposed or pending litigation, and otherwise where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board meetings must be posted in a conspicuous place in the Neighborhood at least forty-eight (48) hours in advance of every meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Neighborhood, notice of each Board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessment. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. Any owner may tape-record or videotape meetings of the Board of Directors and meetings of the members. The Board of Directors may adopt reasonable rules governing the taping of meetings of the Board and the membership.

4.7 Waiver of Notice by Directors. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.8 Quorum of Directors. A quorum at a Board meeting shall exist only when a majority of all Directors are present in person. Directors may participate in any meeting of the Board, or meeting of an executive or other committee by means of a conference telephone call or other similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means is deemed equivalent to presence in person at a meeting.

4.9 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a later time. When the meeting is reconvened, provided a quorum is then present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

4.10 Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those present.

4.11 Vote Required. The acts approved by a majority of those Directors who are present and voting at a Board meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by law. A Director who is present at a meeting of the Board shall be deemed to have voted with the majority on any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest.

4.12 Directors' Fees and Reimbursement of Expenses. No compensation or fees shall be paid to Directors for their service as Directors. Directors may be reimbursed for all actual and proper out-of-pocket expenses related to the proper discharge of their respective duties.

4.13 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Neighborhood. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If at any time the law requires that meetings of a committee, including any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the Association be noticed and conducted with the same formalities as required for meetings of the Board, such requirement shall apply only to the least extent required or permitted by law, it being the intent hereof to exempt as many committees as possible from such a law.

4.14 Emergency Powers. In the event of any "emergency" as defined in Section 4.14(G) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended

from time to time.

(A) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

(E) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) For purposes of this Section 4.14, an "emergency" may be found to exist only when the Neighborhood, or a larger geographic area in which the Neighborhood is located, is subjected to:

(1) a state of emergency declared by law enforcement authorities;

(2) a hurricane warning;

(3) a partial or complete evacuation order;

(4) designation by federal or state government as a "disaster area;" or

(5) a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Neighborhood, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or acts of terrorism.

5. OFFICERS. Officers are elected by vote of a majority of the entire Board, and serve at the pleasure of the Board. The executive officers of the Association shall be a President, and a Vice-president, who must be Directors, and a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed from office with or without cause by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board of Directors shall, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be necessary or desirable to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

5.1 President. The President is the chief executive officer of the Association; presides at all meetings of the members and Directors, is ex-officio a member of all standing committees, has general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.2 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall prescribe.

5.3 Secretary. The Secretary shall attend all meetings of the board of Directors and all meetings of the members and shall be responsible for the recording of all votes, and the minutes of all proceedings, in a book to be kept for the purpose, and shall perform like duties for standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Villas Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one is designated.

5.4 Treasurer. The Treasurer shall be responsible for the safekeeping of Association funds and assets, budget preparation, and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

5.5 Compensation of Officers. No compensation shall be paid to any member for services as an officer of the Association. This provision does not preclude the Board of Directors from employing officers in other capacities as employees of the Association.

6. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 Depository. The Association shall maintain its funds in accounts in federally insured accounts at financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

6.2 Accounts and Accounting Procedures. The financial and accounting records of the Association, must be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

(A) Accurate, itemized, and detailed records of all receipts and expenditures.

(B) A current account and a period statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.

(C) All tax returns, financial statements, and financial reports of the Association.

(D) Any other records that identify, measure, record or communicate financial information.

6.3 Budget. The Board of Directors shall adopt in advance an annual budget of common expenses for each fiscal year. The budget must reflect the estimated revenues and expenses for the next fiscal year, and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another person. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be considered shall be mailed to or served on each owner not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income accounts and expense classifications. The minutes of the Association shall reflect the adoption of the budget, and a copy of the proposed and adopted budgets shall be maintained as part of the financial records of the Association. If an annual budget has not been adopted at the time the first quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, and payments shall be continued at such rate until a budget is adopted and new quarterly installments are

calculated, at which time an appropriate adjustment shall be added to or subtracted from each Villa's next due quarterly installment.

6.4 Reserves. The Board may establish one or more reserve accounts for contingencies, cash flow shortfalls, capital expenditures, and deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

6.5 Assessments. Regular annual assessments based on the adopted budget shall be payable in quarterly installments, in advance, due on the first day of January, April, July and October of each year. Written notice of each quarterly installment shall be sent to all Members at least ten (10) days prior to the due date. Failure to send or receive the notice does not excuse the obligation to pay.

6.6 Special Assessments. Subject to the limitations in Section 7.6 of the Declaration, special assessments may be imposed by the board of Directors whenever necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses, or for such other purposes as are authorized by the Declaration and these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or credited back to the members' accounts.

6.7 Fidelity Bonds. The President, Secretary, Treasurer, and any persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or by the Board of Directors. The premiums on such bonds shall be a common expense.

6.8 Financial Reporting. The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall, within ten (10) business days after the report is prepared, provide each member with a copy of the report, or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either:

- (A) Financial statements presented in conformity with generally accepted accounting principles; or
- (B) A financial report of actual receipts and expenditures, cash basis, which report must show:

- (1) The amount of receipts and expenditures by classification; and
- (2) The beginning and ending cash balances of the Association.

6.9 Audit. A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Board of Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all owners.

6.10 Application of Payments. All payments on account by an owner shall be applied first to interest, then to late payment fees, then to attorney's fees and costs, then to other charges, and finally to unpaid regular and special assessments, in the order they first came due.

6.11 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year.

7. RULES AND REGULATIONS; USE AND RESTRICTIONS. The Board of Directors may, from time to time adopt and amend reasonable rules and regulations governing the operation, use, maintenance, management and control of the Neighborhood Common Areas and the operation of the Association. Copies of such rules and regulations shall be furnished to each owner. The Board has the power to impose fines and suspensions of common area use privileges, as further provided in Section 12 of the Declaration, for violations of the rules and regulations.

8. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner.

8.1 Proposal. Amendments to these Bylaws may be proposed by a majority of the Board or by written petition to the Board signed by at least one-fourth (1/4th) of the voting interests.

8.2 Procedure. Upon any amendment to these Bylaws being so proposed by the Board or owners, such proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

8.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Villas Documents, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3rds) of the voting interests of the Association present and voting at any annual or special meeting called for the purpose, provided that the full text of any proposed amendment was given to the Members with notice of the meeting. Prior to the Turnover of Control of the Association by the Developer as provided for in Section 16 of the Declaration, Bylaw amendments may be adopted by vote of a majority of the Directors, without need for a vote of the owners.

8.4 Effective Date, Recording. A copy of each amendment shall be attached to a certificate reciting that the amendment was duly adopted, and executed by an officer of the Association. The certificate must also identify the book and page of the Public Records where the Declaration was originally recorded. ~~The amendment shall be effective when the certificate and copy of the amendment are~~ recorded in the Official Records of Charlotte County, Florida.

9. MISCELLANEOUS.

9.1 Gender. Whenever a masculine or singular pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

9.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

9.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and the Articles of Incorporation shall prevail over the provisions of the Bylaws.

The foregoing constitute the first Bylaws of Villas at Kings Gate Association, Inc., and were duly adopted at the first meeting of the Board of Directors held on _____, 200__.

Date: _____, 200__.

Secretary

Attest:

(CORPORATE SEAL)

President

PAWPDATACJSBAnderson DeVILLAS I AT KINGS GATE Bylaws Revised 4-1-09.wpd

Except as may be otherwise expressly provided herein or by law, the Association's lien for unpaid assessments shall be subordinate and inferior all mortgages or other liens regardless of when recorded. A lease of a Villa shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed. Exception: regardless of the priority of the lien, anyone who acquires title to a lot and Living Unit by foreclosure, or deed in lieu of foreclosure, of an institutional first mortgage (the "acquirer"), and anyone claiming by, through or under the acquirer, shall not be liable to pay any assessments or charges that came due before the acquirers acquisition of title, other than those assessments which came due during the one hundred eighty (180) days immediately preceding the date of acquisition of title by the acquirer. Any unpaid assessments or charges which cannot be collected by reason of this exception shall be treated as common expenses, divided equally among, payable by, and assessed against, all Lots including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

~~4.7:~~ 4.6. Collection of Assessments. If the owner of any Villa fails to pay any charge or assessment, or installment thereof, within ten (10) Days after the due date, the Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association:

(A) To charge interest on the unpaid amount, from the date payment is due until paid, at the highest rate allowed by law, as well as to impose a late payment fee of up to five percent (5%) of the delinquent amount. This fee shall not be considered a "fine" as provided for in Section 12.3 below, and the procedural requirements for levying fines shall not apply to the imposition of late payment fees.

(B) To accelerate the due date for any and all remaining unpaid installments of the annual assessment against the owner's Villa for fiscal year.

(C) To file an action in equity to foreclose its lien. Unless otherwise required by law, the lien may be foreclosed by an action in the name of the Association in the manner as provided in Section ~~718.116~~ 720.308 of the Florida ~~Statutes Condominium Act~~, as it may be amended from time to time, for the foreclosure of liens ~~on condominium parcels for unpaid condominium Assessments.~~

(D) To bring an action at law for a money judgment against the owner, without waiving any lien foreclosure rights. The Association may refuse to accept any tendered payment that bears a restrictive endorsement, and such will be the equivalent of no payment. Payment by check is not deemed received until the check has cleared.

~~4.8:~~ 4.7. Estoppel Information. The Association shall, within fifteen (15) days after receiving a written request for same, certify to any owner, prospective purchaser of a Villa, or mortgagee in writing (sometimes referred to as an "estoppel letter signed by an officer of the Association, setting forth whether all assessments and other sums due the Association have been paid. Such certificate may be relied upon by all interested persons except the Villa owner.

~~4.9:~~ 4.8. Termination of the Association. If the Association no longer exists for any reason, and if no other Neighborhood Association has assumed its duties and functions, the Master Association shall have the power to perform all functions of the Association and shall be authorized to assess all owners the cost for such services.

2. **DECLARATION, ARTICLE 7.2 (b) (I) (iv), is hereby amended as follows:**

~~(iv) clean, repair and/or replacement of the roofs (including shingles and roof decking, but no roof trusses) of dwellings and garages; Aside from roof replacement at the end of their normal, useful life, the Association is not responsible for any repairs or maintenance to the roofs or apparatus installed on the roofs whatsoever. Rather, repair and maintenance of the roof and apparatus installed on the roof is the sole responsibility of the Owner(s);~~

3. **DECLARATION, ARTICLE 7.2 (b) (I) (v), is hereby amended as follows:**

(v) pressure cleaning of front sidewalks, exterior front steps, ~~roofs~~; and the exterior walls of all dwellings and garages;

4. **DECLARATION, ARTICLE 7.2 (b) (I) (xi), is hereby amended as follows:**

(xi) repair and replacement of any fixtures or furnishings originally placed or installed by the Declarant on any recreational amenity situated in the common area, if any;

The Association shall not be responsible for any maintenance or repairs to any glass surfaces, any screening, anything contained within any dwelling, garage, or courtyard, or any landscaping improvements, or modifications added or made to any Lot after the conveyance of the Lot by the Declarant;

All other portions of the Lots (and the improvements located thereon) shall be the responsibility of the respective Owners, including, without limitation, maintenance, repair and replacement, as necessary, of all pipes, lines, wires, conduits, or other apparatus which serve only the Lot, whether located within or outside the Lot's boundaries (including all utility lines and courtyard drain and associated pipes serving only the Lot) and all landscaping located in the rear lot.

~~Once the Certificate of Occupancy ("CO") or a temporary Certificate of Occupancy is issued for any Unit within a Building, the Association shall then be responsible for obtaining and maintaining insurance on the entire Building in accordance with the coverage set forth in Article 9;~~

5. **DECLARATION, ARTICLE 8, is hereby deleted in its entirety and rewritten as follows:**

8. PARTY WALLS.

8.1. Any wall which is built as part of the original construction of any Villa subject to this Declaration and placed on the dividing line between adjoining Villas and Lots shall constitute a Party Wall.

8.1.1. **Cost of Repair.** The cost of reasonable repair and Maintenance of a Party Wall shall be shared equally by the Owners who share the Party Wall, except in the case of negligence or willful misconduct.

8.1.2. **Destruction by Casualty.** If a Party Wall is destroyed or damaged by Casualty, any Owner who uses the Party Wall may restore it, and if the other Owner thereafter makes use of the Party Wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts of omissions.

8.1.3. **Binding Arbitration.** Any dispute concerning a Party Wall shall be submitted to binding arbitration before being the basis for a lawsuit. Each party shall choose

one arbitrator, and those arbitrators shall choose one additional arbitrator. The decision of a majority of arbitrators shall bind the parties. The cost of the arbitration shall be shared equally by the parties.

8.2. Repair and Replacement of Walls. In the event of damage or destruction of any Party Wall from any cause whatsoever, other than the negligence or willful misconduct of an Owner or their Invitees, the Owners of Villas sharing such wall shall, at their joint expense and theirs only, repair and rebuild said wall(s) and each such Owner shall have the right to full use as herein contained of said wall(s) so repaired or rebuilt. In the event it shall become necessary or desirable to perform Maintenance upon the whole or any part of the common walls, such expense shall be shared equally by the Owners of the adjoining walls. Whenever any such wall or any part thereof shall be rebuilt, it shall be erected or repaired in the same manner and at the same location where it was initially constructed and shall be of the same size and of the same or similar materials and of like quality. Should such Maintenance, repair or construction be required to be done solely by reason of the negligence or the willful misconduct of any one or more but less than all of the Villa Owners in the subject building, any expense incidental thereto shall be borne solely by such wrongdoer or wrongdoers. If any Owner shall refuse to pay his or her share of such cost to repair the damage or replace the destroyed common walls, for any cause whatsoever, either all or part thereof, as the case may be, any other remaining Owners may have such wall repaired or reconstructed and shall be entitled to recover the cost of same from the Owner so failing to pay in an amount equal to such defaulting Owner's share of the replacement cost.

8.3. Alterations to Common Facilities. The Owner of any Unit sharing a Party Wall with an adjoining Villa shall not possess the right to cut windows, skylights, or other openings in the Party Wall nor shall any alterations, additions or structural changes in the Party Wall be made unless approved by the Association and all mortgagees having a lien on the Villas affected by the change. Reciprocal easements are hereby granted and reserved on each adjacent Villa for the Party Wall and within said Party Wall for the maintenance of any waterline, sewer lines, electrical conduit, wires, TV cables, air conditioning ducts, conduits, plumbing or wiring or other utilities or similar apparatus. Nothing shall be attached to or within said wall which may interfere with the rights of the adjacent owner.

8.4. Covenant Running with the Land. Each Party Wall to be constructed on the real property and is to be and remain a Party Wall for the perpetual use and benefit of the respective Owners thereof, and this condition shall be construed to be Covenant Running with the Land, and the conveyance by the Association to such owner is subject to the conditions set forth in this Declaration.

6. **DECLARATION, ARTICLE 9, is hereby deleted in its entirety and rewritten as follows:**

9. INSURANCE OF VILLAS, BUILDING AND OTHER LOT IMPROVEMENTS.

9.1. By the Unit Owner. Each owner of a Lot shall obtain insurance coverage through an HO3 policy upon the Lot insuring the dwelling unit located thereon in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each unit owner is responsible for obtaining and maintaining owners insurance policy insuring his own unit, and personal property therein; all floor, wall and ceiling coverings; all built-in cabinets, appliances, water heaters, air conditioning and heating equipment, and electrical fixtures that are located within the unit and required to be repaired or replaced by the owner; and all alterations, additions and improvements made to the unit or the common elements by the owner or his predecessors in title. Each unit owner is required to carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations or recognize that they bear financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance.

(A) Duty to Reconstruct. If any Villa or other improvements located on any Lot and Villa are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the owner of such improvements shall cause repair or replacement to be commenced within (90) days from the date that such damage or destruction occurred, and to complete the repair or replacement within (9) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, shall utilize and conform with the original foundation and appearance of the original improvements except as otherwise approved by the Board of Directors.

(B) Failure to Reconstruct. If the owner of any parcel and Villas fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided in 9.1A above, the Association shall give written notice to the owner of his default. If after thirty (30) days the owner has not made satisfactory arrangements to meet his obligations, the Association shall be deemed to have been granted the right by the owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Association exercises the rights afforded to it by this section, which shall be in the sole discretion of the Board of Directors, the owner of the parcel and Villa shall be deemed to have assigned to the Association any right he may have to insurance proceeds that may be available because of the damage or destruction of the improvements. The Association shall have the right to recover from any owner any costs not paid by insurance and shall have a lien on the parcel to secure payment.

9.2. Association Insurance; Required Coverage. The Association may purchase such insurance as may be necessary to protect the Association and the owners.

9.2.1. Statutory Fidelity Bond. The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in Chapter 720, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary, and Treasurer. The Association shall bear the cost of any such bonding of Directors and Officers.

9.3. Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and unit owners. Some of the more common options include, but are not limited to:

- (A) Flood Insurance.
- (B) Broad For Comprehensive General Liability Endorsement.
- (C) Directors and Officers Liability.
- (D) Medical Payments.
- (E) Leakage, seepage, and wind-driven rain.
- (F) Endorsement for loss by operation of local ordinance.

9.4. Description of Coverage. A detailed summary of the coverages included in the Villa Association Insurance policies, and copies of the Villa Association Insurance policies shall be available for inspection by unit owners or their authorized representatives upon request.

9.5. Waiver of Subrogation. If available and where applicable, the Board of Directors shall

endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the unit owners, or their respective servants, agents, or guests, except for any claim based upon gross negligence evidencing reckless, willful, or wanton disregard for life or property.

9.6. Insurance proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purpose stated herein and for the benefit of the unit owners.

7. **DECLARATION, ARTICLE 10, is hereby deleted in its entirety and amended as follows:**

10. REPAIR OR RECONSTRUCTION AFTER CASUALTY. If any part of any Building or Lot improvements which are covered by the Association's insurance policy is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined by Kings Gate Homeowners' Association, the Master Association.

8. **CONFLICT OF PROVISIONS.** Except as modified and amended by the terms hereof, the Declaration shall remain in full force and effect as if fully restated herein.

IN WITNESS WHEREOF, Declarant has made and executed this Amendment to Declaration this 16th day of January, 2024

VILLAS AT KINGS GATE ASSOCIATION, INC.

Pamela L. Clement
Signature of 1st witness

TITLE: Vice President

Pamela L. Clement
Printed name of 1st witness

DATE: _____

David F. Cain
Signature of 2nd witness

TITLE: VICE PRESIDENT

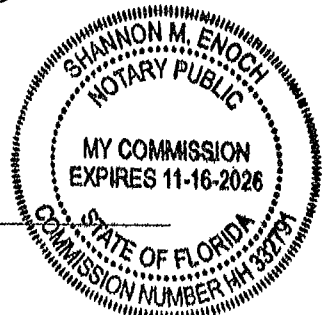
DAVID F. CAIN
Printed Name of 2nd witness

DATE: _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this on this 16th day of JANUARY, 2024, by John Spadlin as President of Villas at Kings Gate Association, Inc., who is personally known to me or has produced _____ as identification.

[Notary Seal]

Shannon M. Enoch
Notary Public

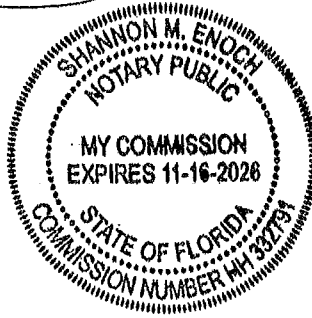


STATE OF FLORIDA)

) SS:

COUNTY OF CHARLOTTE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of JANUARY, 2024, by Tolin Spradlin, President of VILLAS AT KINGS GATE ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.



Seal:

Shannon Enoch
Printed Name of Notary Public
S Enoch

(Signature of Notary Public)

Attest: Pamela L. Clement
Pamela L. Clement
(Vice President or Secretary)

David F. Cain

Witness Name: DAVID F CAIN

Naoma Bush

Witness Name: Naoma Bush

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The Company is not a law firm and cannot and does not offer legal or other professional advice to its customers. THE CUSTOMER ACKNOWLEDGES THAT IT HAS USED OR HAS HAD THE OPPORTUNITY TO USE THE SERVICES OF LEGAL COUNSEL OF ITS OWN CHOOSING IN CONNECTION WITH THE PREPARATION OF ANY DOCUMENT SUBMITTED BY IT TO THE COMPANY FOR FILING. THE CUSTOMER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATE FILING OFFICE FOR THE FILING OR RECORDING OF ANY DOCUMENT SUBMITTED BY IT TO THE COMPANY.

The Company warrants only that the Services will be provided in accordance with industry practice. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF COMPANY, AND THE COMPANY NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE SERVICES.

UNLESS CAUSED SOLELY BY THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE COMPANY SHALL NOT BE LIABLE FOR THE TIME OF RECORDING OF ANY DOCUMENT OR FOR THE PRIORITY OF ANY LIEN OR OTHER RIGHT ARISING THEREFROM.

THE COMPANY'S ENTIRE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY ACT OR OMISSION OF THE COMPANY, WHETHER UNDER CONTRACT, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO EITHER (A) RE-PERFORMANCE OF THE SERVICES BY THE COMPANY, OR (B) REFUND OF THE FEES RELATED THERETO. IN THE CASE OF THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE COMPANY'S LIABILITY SHALL NOT EXCEED THE PRICE OF THE PRODUCT.

IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CUSTOMER UNDER CONTRACT, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR FOR LOSS OF

REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

IN NO EVENT SHALL THE COMPANY BE LIABLE TO A CUSTOMER FOR ANY INTERRUPTION OR FAILURE OF ANY TELEPHONE OR OTHER COMMUNICATIONS SYSTEM OR COMPUTER NETWORK, WHETHER OR NOT SUCH FAILURE IS FORESEEABLE AND WHETHER OR NOT SUCH TELEPHONE OR OTHER COMMUNICATIONS SYSTEM OR COMPUTER NETWORK IS UNDER THE CONTROL OF THE COMPANY.

IN NO EVENT SHALL THE COMPANY BE LIABLE TO A CUSTOMER FOR ANY ERROR OR OMISSION ON THE PART OF ANY GOVERNMENT AGENCY TO WHICH A DOCUMENT IS SUBMITTED FOR FILING OR RECORDING.

THE COMPANY PROVIDES CERTAIN PUBLIC INFORMATION ON ITS WEBSITE AS A CONVENIENCE TO ITS CUSTOMERS. THE COMPANY USES COMMERCIALY REASONABLE EFFORTS TO KEEP SUCH PUBLIC INFORMATION UP-TO-DATE, BUT SUCH INFORMATION CAN CHANGE FREQUENTLY AND WITHOUT NOTICE, AND THE COMPANY DOES NOT WARRANT THAT SUCH INFORMATION IS CURRENT OR IS OTHERWISE FREE FROM ERRORS OR OMISSIONS.

The Services provided by the Company are subject to all of the following additional terms:

These Terms of Use contain the entire agreement of the parties with respect to the subject matter hereof, and supersede all prior written or oral agreements, understandings, or arrangements. If for any reason any portion of these Terms of Use shall be held invalid or unenforceable, the same shall not affect any other portion hereof, and the remaining portions hereof shall remain in full force and effect.

These Terms of Use shall be governed by and construed in accordance with the internal laws of the State of Florida.

THE CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE COMPANY HARMLESS FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION BROUGHT AGAINST THE COMPANY BY ANY THIRD PARTY ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION BY THE CUSTOMER IN ITS USE OF THE SERVICES.

FEES FOR THIS SERVICE ARE SPECIFIED IN EXHIBIT "A" ATTACHED HERETO THIS AGREEMENT. FEES SPECIFIED DO NOT INCLUDE STANDARD COUNTY RECORDING FEES AND/OR TAXES (IF APPLICABLE).

The Company shall not be responsible for any delay or failure with respect to its performance of the Services if due to or arising from any fire, labor dispute, accident, government act, act of God, or any other event beyond its control.

Customer Name: Villas at Kings Gate

Mailing Address Line 1: 24000 Rampart Blvd

Mailing Address Line 2: _____

City: Port Charlotte State: FL Zip Code: 33980

Phone: (941) 625-8245 Alt. Ph. (____) _____ - _____ Fax: (____) _____ - _____

E-Mail Address: nbush@castlegroup.com

EXHIBIT "A"**PRICING**

Fee Name	Description	Amount
Account Setup Fee	One-time fee for initial setup of user account(s); due and payable upon execution of this agreement.	\$0.00
Annual Subscription Fee	Yearly fee includes unlimited maintenance, support and upgrades; due and payable on each anniversary of execution of this agreement.	\$0.00
Transaction Fee: Recorded Documents	Per-document fee for each (single or multi page) document successfully recorded.	\$40.00
Transaction Fee: Rejected Documents	Per-document fee for each (single or multi page) document rejected by recording clerk due to submitter error and/or omission.	\$0.00

ALL FEES SHOWN ABOVE ARE FOR THE ELECTRONIC SUBMISSION AND RETRIEVAL OF DOCUMENTS TO AND FROM DOCUMENT SUBMITTER(S) AND DOCUMENT RECORDER(S). FEES ABOVE ARE NOT INCLUSIVE OF STANDARD COUNTY OR STATE RECORDING FEES AND TAXES (IF APPLICABLE). CUSTOMER IS RESPONSIBLE FOR CALCULATION OF STANDARD RECORDING FEES AND TAXES (IF APPLICABLE) PRIOR TO DOCUMENT SUBMISSION.

EXHIBIT "B"

CREDIT CARD AUTHORIZATION FORM

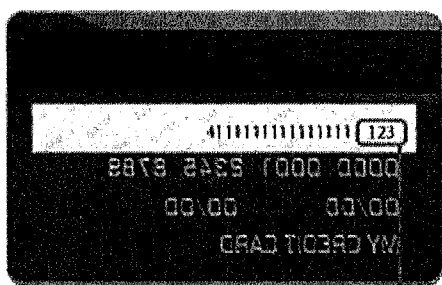
Type of Card: ☒ Visa ☐ MasterCard ☐ Discover ☐ American Express

Credit Card Number:

4 6 2 1 2 3 0 4 0 5 0 0 8 7 1 9

Expiration Date:

1 2 / 2 4



Discover, Mastercard, Visa
3 Digit Card Verification Number



American Express
4 Digit Card Verification Number

Security Code (CVV):

1 9 9

Cardholder Name:

Kings Gate, HOA

Cardholder Billing Address:

24000 Rampart Blvd
Port Charlotte, FL 33980

I hereby authorize e-Docs Solutions, LLC to charge my credit card for payment of amounts owed. If e-Docs Solutions, LLC is unable to process payment, I will be responsible for an alternate payment arrangement and any resulting processing fees that may be incurred. I understand that I am responsible for all fees directly related to the recording of my document(s), including, but not limited to, county recording fees and any applicable taxes (if any). I am also responsible for payment of fees for services rendered by e-Docs Solutions, LLC as listed on Exhibit "B".

By signing this authorization, I acknowledge that I have read and agree to all of the above information, and warrant that all information provided is true and correct.

Maonna Bush
Cardholder Signature

2/5/2024
Date