

King's Gate Association, Inc.

AMENDED AND RESTATED **DECLARATION OF CONDOMINIUM**

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AMENDED AND RESTATED

**DECLARATION OF CONDOMINIUM
OF**

King's Gate, a Condominium

*[Substantial rewording of the Declaration of Condominium. See existing
Declaration and amendments thereto for present text.]*

KNOW ALL MEN BY THESE PRESENTS, that the Unit Owners of **KING'S GATE ASSOCIATION, INC.**, a Florida not-for-profit corporation, do hereby amend and restate the Declaration of Condominium of **KING'S GATE, A CONDOMINIUM** pursuant to Chapter 718, Florida Statutes. In a Declaration of Condominium originally recorded at Official Records Book 971, Page 715 *et seq.* of the Public Records of Sarasota County, Florida on or about August 25, 1972, the Condominium Developer submitted to condominium ownership pursuant to Chapter 718, Florida Statutes, known as the Condominium Act, that property situated in Sarasota County, Florida more particularly described as follows:

*Property described on **Schedule "1"**,
which is attached hereto and incorporated herein.*

The Declaration of Condominium was previously substantially amended at Official Records Book 2939, Page 2238 *et seq.* of the Public Records of Sarasota County, Florida.

1. **NAME.** The name by which this Condominium shall be known and identified is **KING'S GATE, A CONDOMINIUM**. The Condominium was formerly known as King's Gate, a Condominium, Section No. 1.
2. **PURPOSE.** The submission of the land to the condominium form of ownership by the original Declaration is and will remain effective. By adoption of this Amended and Restated Declaration of Condominium, the Association Members hereby adopt certain amendments to the Declaration of Condominium and hereby also restate the Declaration of Condominium and its Exhibits in its entirety. The provisions of this Declaration are covenants running with the land and shall govern it perpetually unless amended, modified or terminated as provided in this Declaration. This Declaration shall bind all persons owning a Unit in the Condominium and all persons claiming by, through or under them.
3. **DEFINITIONS.** As used herein or elsewhere in the Condominium Documents, unless otherwise provided, the terms used shall be defined in the Condominium Act and as herein provided:

3.1 Act or Condominium Act means the Condominium Act (Chapter 718, Florida Statutes, as it now exists or as it may be subsequently amended from time to time in the future, including the definitions therein contained) and all provisions thereof shall apply to this Condominium to the extent that said statute is not inconsistent with the provisions contained in this Declaration.

3.2 Articles of Incorporation or Articles means the Articles of Incorporation of the Association, as subsequently amended from time to time.

3.3 Assessment means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against the Condominium Units.

3.4 Association means **KING'S GATE ASSOCIATION, INC.**, the legal entity responsible for the operation of the Condominium.

3.5 Association Property means all property owned by the Association for the use and benefit of the Unit Owners.

3.6 Board of Directors or Board or Directors means the representative body which is responsible for the administration and operation of the Association's affairs, and which is the same body that is sometimes referred to in the Condominium Act as the "Board of Administration".

3.7 Bylaws mean the Bylaws of the Association, as subsequently amended from time to time.

3.8 Common Elements means the portions of the Condominium Property not included in the Units and includes those areas defined in Article 8 herein.

3.9 Common Expenses means those expenses properly incurred by the Association in the performance of its duties, including without limitation the expenses specified in Section 718.115, Florida Statutes and Article 9 of this Declaration.

3.10 Common Surplus means the excess of all receipts of the Association, including but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, above the amount of the Common Expenses. Common Surplus shall be determined in the same manner as Common Expenses.

3.11 Condominium Documents means this Declaration; the Surveyor's Plat and Site Plans, hereinafter collective referred to as the "Plat" or "Condominium Plat"; the Articles of Incorporation of the Association, the Bylaws of the Association and the Rules and Regulations of the Association. The Association may (but need not) record the Rules and Regulations in the Sarasota County Public Records.

3.12 Condominium Unit or Condominium Parcel means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit and when the context permits, the term includes all appurtenances to the Unit.

3.13 Condominium Property means the land and property interests subjected to the condominium form of ownership under this Declaration, all improvements on the land as depicted in the Surveyor's Plat, or replacement thereof of like kind and quality, and alterations or additions made to the Common Elements or Association Property by the Association and all easements and rights appurtenant thereto intended for use in connection with the Condominium. Additions or alterations made to the Units or to the Common Elements by the Unit Owners (or their predecessors in title) are not parts of the

Condominium Property. References in the Condominium Documents to Condominium Property shall include Association Property, unless indicated otherwise.

3.14 County means the County of Sarasota, State of Florida.

3.15 Condominium means all of the condominium property of **KING'S GATE, A CONDOMINIUM**, as a whole when the context so permits, as well as the meaning stated in the Condominium Act. The Condominium was formerly known as King's Gate, a Condominium, Section No. 1.

3.16 Declaration of Condominium or Declaration means the Declaration of Condominium of the Condominium, as subsequently amended from time to time.

3.17 Institutional Mortgagee as used in this Declaration shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the State of Florida or an agency of the United States Government, or the holder of any first mortgage insured by any agency of the United States Government, such as the Federal National Mortgage Association, Federal Housing Authority or the Veterans' Administration.

3.18 Limited Common Elements means those Common Elements which are reserved for the exclusive use of a certain Unit or Units to the exclusion of other Units, as specified in the Declaration or Plat. Unless the context requires otherwise, all references in this Declaration to Common Elements shall include Limited Common Elements. Whenever a portion of the Condominium Property naturally and exclusively services a particular Unit, and where the area in question lies outside the boundaries of the Unit, the delegation of maintenance responsibility for the area shall serve to define the area as a Limited Common Element

3.19 Member means the record Owner(s) of legal title to a Unit.

3.20 Occupant means a person who is physically present in a Unit on two (2) or more consecutive days.

3.21 Primary Occupant means a natural person designated for occupancy of a Unit when title to the Unit is held in the name of two or more persons who are not husband and wife, or by a trustee or corporation or other entity which is not a natural person.

3.22 Rules and Regulations mean those rules and regulations promulgated by the Board of Directors, governing the use, occupancy, alteration, maintenance, transfer and appearance of Units, Common Elements and Limited Common Elements, and the operation and administration of the Association, subject to any limits set forth in the Declaration of Condominium.

3.23 Singular, Plural, Gender means whenever the context so permits, the use of the plural shall include the singular and the singular the plural, and the use of any gender shall be deemed to include all genders.

3.24 Tenant or Lessee means a person occupying a Unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-Owner involves consideration,

remuneration, the payment of money, the exchange of goods and services, etc. The term "tenant" shall be used interchangeable with "Lessee".

3.25 Unit or Site means that part of the Condominium Property subject to exclusive ownership. The Unit shall include the travel trailer, recreational vehicle, park model, mobile home, manufactured home or other permanent structure located within the Unit's boundaries.

3.26 Unit Owner or Owner means the record Owner of legal title to a Condominium Parcel.

3.27 Utility Services as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

3.28 Voting Interests means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one (1) vote in Association matters.

4. SURVEY, FLOOR PLAN AND SITE DESCRIPTIONS. A survey of said land subject to this Declaration and Plot Plan locating and identifying each Unit, the Common Elements and their relative locations and dimensions is attached hereto as **Exhibit "A"**, as amended by **Exhibits "A-1"** and **"A-2"**, and incorporated herein by this reference. The individual Units in **Exhibit "A"**, as amended by **Exhibits "A-1"** and **"A-2"**, are identified as Numbers 1 through 187 and 202 through 300, all numbers inclusive. The locations, dimensions and descriptions of the individual condominium Units shall be as described in **Exhibit "A"**, as amended in **Exhibits "A-1"** and **"A-2"**. In the event the actual physical location of the structures as hereafter defined constituting a portion of any such Unit at any time do not exactly coincide with **Exhibit "A"**, as amended by **Exhibits "A-1"** and **"A-2"**, the actual physical location thereof shall control.

In the event of total or substantial destruction of a structure, the locations, dimensions and descriptions thereof as contained in **Exhibit "A"**, as amended by **Exhibits "A-1"** and **"A-2"**, will then control.

5. CONDOMINIUM UNITS OR SITES. Each Unit or Site, as those words are used in the Condominium Documents, shall mean each Unit as that word is used and defined in the Condominium Act. A Unit shall consist of that portion of the real property of the Condominium which is separately owned, as distinguished from the Common Elements. A Unit shall consist of space bounded by a vertical projection of the respective Unit boundary line shown on the Plat attached hereto as **Exhibit "A"**, as amended by **Exhibits "A-1"** and **"A-2"**, and shall include the property running from the plane of the ground as may exist or from the plane of the bottom of the floor slab or patio slab as may exist to a plane parallel to the ground twelve (12) feet above said ground.

6. APPURTENANCES TO UNITS. The ownership of each Unit shall include as an appurtenance thereto all of the rights, title and interest of the Unit Owner in the Condominium Property which shall include, but not be limited to, the following:

6.1 Exclusive Possession and Easement. Exclusive possession of the Unit and an exclusive easement for the use of the air space occupied by the Unit subject to the right of the Association to mow and maintain the yard area within the boundaries of each Unit.

6.2 Undivided Share of Common Elements. Any right, title or interest in a Unit shall automatically carry with it as an appurtenance thereto, without the necessity of specific reference thereto, its respective undivided share of the Common Elements.

6.3 Right to Use the Common Elements. The right to use the Common Elements (including but not limited to open space, roads and walkways) in conjunction with the Owners of the other Units, subject to the provisions hereof, rules and regulations provided herein, in the Condominium Documents and in rules adopted by the Board of Directors of the Association. The undivided share of ownership of the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separately described. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned by a Unit Owner, pledged or transferred except as an appurtenance to the Unit.

6.4 Easement of Ingress and Egress. As more fully provided in Article 7.5 hereof, the Ownership of a Unit shall also include an easement of ingress and egress thereto along the roads and walkways designated on **Exhibit "A"**, as amended by **Exhibits "A-1"** and **"A-2"**, attached hereto and incorporated herein.

7. EASEMENTS. Each of the following easements is a covenant running with the land of the Condominium and notwithstanding any of the other provisions of this Declaration may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium:

7.1 Utilities. Each Unit shall be subject to an easement five (5) feet wide along the rear line and five (5) feet wide along the front and side lines for utilities and nothing may be permanently constructed, built or placed within the utility easements. Each such Unit, together with all appurtenances thereto, shall constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property independently of all other parts of the Condominium Property, subject only to the provisions and restrictions of this Declaration, the Articles of Incorporation and the Bylaws of the Association.

7.2 Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same may from time to time exist upon the Common Elements, and for the vehicular travel over, through and across such portions of the Common Elements as may be from time to time provided for such purposes.

7.3 Sarasota County Easement. A permanent easement granted to the County of Sarasota dated May 15, 1963, and recorded in Official Record Book 426, Page 61, Public Records of Sarasota County, Florida, which easement is for the purpose of enabling construction necessary to improve Cow Pen Slough, South Creek Lateral, Vegetable Area Relief Channel, Main Channel No. 1 and Shakett Creek such construction to include but not be limited to, widening, deepening and diking these waterways.

7.4 Easement for Road Purposes. A non-exclusive access easement for ingress, egress and road purposes, over and across and through the South sixty (60) feet of the South 1/2 of the Northeast 1/4 and the East sixty (60) feet of the Southeast 1/4 of the Northeast 1/4 and the South sixty (60) feet of the East sixty (60) feet of the Northeast 1/4; all being in Section 29, Township 38 South, Range 19 East,

Sarasota County, Florida, recorded in deed dated January 14, 1972, recorded in Official Record Book 946, Page 454 of the Public Records of Sarasota County, Florida.

7.5 Ingress and Egress. A non-exclusive easement shall exist in favor of the Association and each Unit Owner and occupants, their respective Guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portion of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

7.6 Maintenance, Repair and Replacement. The Association is granted easements through, over and beneath the Units and Common Elements as reasonably necessary for maintenance, repair and replacement of the Units and Common Elements.

7.7 Additional Easements. As more fully provided in Section 718.111(10), Florida Statutes, the Board of Directors shall have the right to grant additional easements under, over, across and through the Common Elements to such persons or entities and for such purposes as the Board of Directors of the Association may deem appropriate by recording in the Public Records of Sarasota County, Florida, and instrument duly executed by the President or Vice President of the Association.

8. COMMON ELEMENTS.

8.1 Definition. The term "Common Elements" means all of the Condominium Property not in the Units.

8.2 Appurtenance to Unit. Any right, title or interest in a Unit shall automatically carry with it as an appurtenance thereto, without the necessity of specific reference thereto, its respective undivided share of the Common Elements and a right to use the Common Elements in conjunction with the Owners of the other Units.

8.3 Common Elements. The Common Elements shall include, but not be limited to, the following:

8.3.1 All of the above described land and all improvements, buildings and parts thereof which are not included within the Units.

8.3.2 Easements over, through and under the Units for conduits, ducts, plumbing, wiring and other facilities for furnishing the Utility Services and other services to the various Units and the Common Elements.

8.3.3 Water lines, sewer lines, sewer plants, utility areas, installations and other facilities for furnishing Utility Services to more than one Condominium Unit or to the Common Elements.

8.3.4 All recreational areas, riding and walking trails, lawn areas, roads, drives and sidewalks.

8.3.5 All alterations, additions and further improvements to the Common Elements made by the Association, the cost of which shall be assessed as a Common Expense against all Units.

8.3.6 All tangible personal property required for the maintenance and operation of the Condominium.

8.3.7 Riparian water rights.

8.4 Ownership, Use and Enjoyment. The Common Elements shall be owned in common by all Unit Owners. The Unit Owners in the aggregate shall be entitled to equal and full use and enjoyment of all the Common Elements except as they may be restricted by the Condominium Documents and the reasonable and uniform Rules and Regulations duly adopted by the Association's Board of Directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the Unit Owners. The Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division of the whole or any part thereof.

9. COMMON EXPENSES. The Common Expenses shall include the following:

9.1 Common Elements. Costs of operation, maintenance and repair of the Common Elements, including taxes thereon, fire, liability and workers' compensation insurance as provided hereinafter, costs of management of the Condominium and the administrative costs of the Association including professional fees and expenses.

9.2 Utility Services. Costs of water, sewer, electricity and cable TV and other utilities (not charged to specific Condominium Units) and supplies used in conjunction with the Common Elements.

9.3 Community Facility Lease. Rent, taxes, insurance, maintenance, operation, repairs, replacement and other miscellaneous expenses under the Community Facility Lease located upon the lands subject to that Lease to the Association.

9.4 Miscellaneous Costs and Expenses. Any other costs and expenses that may be duly incurred by the Association, through its Board of Directors, from time to time in operating, protecting, managing and conserving the Condominium Property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration or the Bylaws.

9.5 Garbage, Mowing and Maintaining Yard and Ground Areas. The Common Expenses shall also include the costs of garbage removal for each Unit from designated pick-up points and the costs of mowing and maintaining the yard or ground areas within the boundaries of the individual Units. Each Unit Owner shall be liable for the payment of his share of the Common Elements in accordance with the following provisions.

10. PERCENTAGE OF OWNERSHIP AND SHARE OF COMMON EXPENSES. Each Owner of a Condominium Parcel own an equal (1/286th) undivided share of the Common Elements, and shall share Common Expenses and own Common Surplus equally, that is each in a 1/286th share.

11. COMMUNITY FACILITIES LEASE. Simultaneously with the execution of the original Declaration of Condominium and the adoption of the Bylaws, the Association, as Lessee, through its original Board of Directors and officers, for the recreation, enjoyment, use and other benefit of the Unit Owners acquired a non-exclusive long-term leasehold interest in and to community facilities not upon the lands of the Condominium. A signed original copy of said Lease is recorded at Official Records Book 2939, Page 2257 et seq. of the Public Records of Sarasota County, Florida. Said Lease may not be amended, revised, or modified except in accordance with the provisions relative to amendment set forth in this Declaration unless the Lessor, in writing, shall waive such procedure, in which case said Lease may be amended, revised or modified by a written addendum thereto approved by the Association's Board of Directors and executed by its appropriate officers and by the Lessor with the formality required for deeds and duly filed among the Public Records of Sarasota County, Florida. Each present and future Unit Owner, his heirs, successors and assigns, shall be bound by said Community Facility Lease to the same extent and effect as if he had executed said Lease for the Purpose therein expressed, including but not limited to the following:

- a) Adopting, ratifying, confirming and consenting to the execution of the Lease by the Association, as Lessee.
- b) Subjecting all his right, title and interest in his Condominium Unit, the Condominium and the Association to the rights granted the Lessor in said Lease.
- c) Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in said Lease.
- d) Ratifying, confirming and approving each and every provision of said Lease, and acknowledging that all of the terms and provisions thereof, including rental reserves, are reasonable.
- e) Agreeing that the persons acting as Directors and Officers of the Association in the acquisition of such leasehold have not breached any of their duties or obligations to the Association.

The provisions of this Article 11 shall be deemed to be declared a covenant running with the land of the Condominium and shall until the Lessor shall declare otherwise, remain as such and be in full force and effect during the term of said Lease whether or not the Condominium in this Declaration created be sooner terminated. Said Community Facilities Lease and each and every provision thereof is hereby ratified, confirmed, approved and adopted, including but not limited to the provisions of Article 30 thereof entitled "Security" which provides for liens on the leasehold interest of the Lessee in the Community Facilities, on the assets of the Association and on the Condominium Property and Condominium Units, running in favor of the Lessor to secure to the Lessor the payment of all sums and monies due it and to become due it and to secure the performance by the Lessee of each and every of the Lessee's obligations thereunder. The acts of the Board of Directors and officers in acquiring such leasehold be and the same are hereby ratified, confirmed, approved and adopted. The Association is appointed and shall be the irrevocable agent in fact, with full power of substitution, of each and every Unit Owner for all purposes provided in said Community Facilities Lease to and perform each and every act and thing required of Unit Owners in said Lease and to consent to and execute any and all documents, if necessary, to effectuate any and all of the provisions of said Community Facilities Lease. Whenever any of the provisions of said Community Facilities Lease and this Declaration shall be in conflict, the provisions of said Community Facilities Lease shall be controlling. The expenses of rental, replacements, and other undertakings, as set forth in the Community Facilities

Lease are hereby declared to be Common Expenses. Each Unit Owner shall have the right to use, occupy, and enjoy the Community Facilities through the Association, as Lessee, subject to all of the provisions of said Community Facilities Lease, this Declaration, the Bylaws, and such Rules and Regulations which the Association and/or others may from time to time adopt.

12. ASSOCIATION. The corporation which will be responsible for the operation of the Condominium will be an incorporated association known **KING'S GATE ASSOCIATION, INC.**, a Florida non-profit corporation, herein referred to as the "Association". The Association shall have all of the rights and powers provided by the Condominium Act, the not for profit corporation statutes, the Articles of Incorporation, the Bylaws and this Declaration.

12.1 Association Membership. All persons owning a vested present interest in the fee title to any of the Condominium Units, which interest is evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall automatically be members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates.

12.2 Operation of the Association. All of the affairs and property of the Condominium and of the Association shall be controlled by the Board of Directors of the Association and its officers.

12.3 Accounting Records. The Association shall maintain accounting records for the Condominium according to good generally accepted accounting practices and as more fully provided in the Bylaws and Section 718.111(13), Florida Statutes. The Association's official records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times, and written summaries of them may be supplied at least annually to Unit Owners or their authorized representatives or the Association shall advise the Unit Owners that such summaries are available free of charge upon request. The Association's official records shall include all documents listed in Section 718.111(12), Florida Statutes.

12.4 Hurricane Shutters. The Association shall adopt, by Board resolution, hurricane shutter specifications for each Condominium building operated by the Association. Such specifications shall include color, style and other factors deemed relevant by the Board and all specifications adopted by the Board shall comply with the applicable building code.

12.5 Pest Control. The Association may (but is not required to) supply pest control (bugs, insects, rodents, etc.) to the exterior of a Unit and to the Common Elements.

13. VOTING RIGHTS. Each Condominium Unit shall be entitled to one (1) vote at Association membership meetings of the Association. In the event of joint ownership of a Condominium Unit, the vote to which that Unit is entitled may be exercised by any of the joint Owners of that Unit, provided, however, that in the event more than one joint Owner of the Unit seeks to vote for the Unit on a matter or matters and they cannot agree which of them shall cast the vote, no vote shall be counted for the Unit on that matter or matters.

14. MAINTENANCE AND REPAIR OF CONDOMINIUM PROPERTY. Responsibility for the maintenance, repair and replacement of the Condominium Property, and restrictions upon the alteration and improvements thereof, shall be as follows:

14.1 By the Association. The Association shall maintain, preventatively maintain, repair and replace as part of the Common Expense all of the Common Elements and the Association Property. In addition, the Association shall mow and maintain the yard area within the boundaries of each Unit and shall maintain, repair and replace all conduits, plumbing, wiring other than wiring for one hundred (100) amp service and other facilities for the furnishing of Utility Services.

14.2 By the Unit Owners. Except as provided in Article 14.1 above, each Unit Owner shall maintain, repair and replace in good condition and repair at the Owner's sole expense all portions of the Condominium Unit, including without limitation the interior and exterior of all tangible property placed within the boundaries of the Unit and shall pay for all utilities which are separately metered to the Unit. The Unit Owner shall also be responsible for all maintenance and repairs and to furnish the supply lines from the hose bib and sanitary tee to the recreation vehicle, park model, travel trailer, etc. located on the Unit. Further, the Unit Owner shall (other than the routine mowing and utility maintenance to be provided by the Association in Article 14.1 above) maintain, repair and replace the driveway and grounds of the Unit.

14.3 Non-Disturbance and Incidental Damage. The Unit Owner shall perform all maintenance, repair and replacement required by this Declaration without disturbing the rights of other Unit Owners or the Association. The Unit Owner shall be responsible for promptly repairing any incidental damage the Owner, its agent or contractor, causes to another Unit or to the Common Elements while maintaining or repairing the Owner's Unit. Furthermore, the Unit Owner must promptly correct any condition which would, if left uncorrected, cause any damage to another Unit, and shall be responsible for any damages caused by his willful, careless or negligent failure to act.

14.4 Failure to Maintain and Repair a Unit. In the event the Owner of a Unit fails or refuses to properly maintain, repair or replace any portion of the Unit as required by this Declaration within a reasonable time, the Board of Directors shall have the right to proceed in a court of equity or in arbitration to seek compliance with the foregoing provisions, and shall be entitled to recover court costs and reasonable attorney's fees, including appellate attorney's fees. Additionally, the Board shall have the right to undertake such maintenance, repair or replacement and assess the Unit Owner and the Unit for the necessary sums to make necessary repairs, improvements or corrections. After reasonable advanced written notice, the Board shall have the right for its agents or employees to enter a Unit, perform the necessary work and collect the amount due from the Unit Owner. The amount shall be due and payable within thirty (30) days after written notice of the Assessment is provided to the Unit Owner. If such Assessment remains unpaid after said thirty (30) day time period, the Association may proceed to collect such Assessment via a common law lien.

14.5 Owner Caused Damage. Each Unit Owner shall be liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair or replacement of the Condominium Property, made necessary by his intentional act, omission or negligence, or by that of any member of his family or his or their Guests, employees, agents, or lessees. If any condition, defect or malfunction existing within a Unit which the Unit Owner is obligated to maintain, if caused by the Owner's negligence or failure to comply with the Condominium Documents or applicable law, shall cause damage to the Common Elements, Association Property, or to other Units, the Owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible) and without waiver of any insurer's subrogation rights, provided that such

responsibility shall be conditioned on the neighboring Unit(s) being adequately insured based on local standards and conditions.

14.6 Irrevocable Right of Access to Units. As more fully provided in Section 718.111(5), Florida Statutes, the Association, its agents, contractors and employees, shall have the irrevocable right to have access to each Unit from time to time at reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of the Common Elements or any portion of the Unit for which the Association is responsible, or as necessary to prevent damage to the Common Elements or to a Unit or Units. The Association shall have the right to access a Unit at any time in the event of an emergency that endangers or appears to endanger the safety of occupants or their property or to provide pest control services to the Unit. In the case of any emergency originating in or threatening any Unit, regardless of whether or not the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the manager or managing agent, shall have the right to enter such Unit for the purpose of remediating or abating the cause of said emergency, and such right of entry shall be immediate.

14.7 Unit Modifications or Alterations. No Unit Owner may make or permit the making of any improvements, modification or alterations to any portion of his or her Unit visible from the exterior, or in any manner change the appearance of any portion of the Condominium visible from the exterior, or make any structural change within the Unit interior without first obtaining the written consent of the Board of Directors, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or whole. No Unit Owner may alter the landscaping of the Common Elements in any way without prior Board approval.

14.8 No Association Liability for Latent Condition of Property. Notwithstanding the duty of the Association to maintain, replace and repair certain portions of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance, repair and replacement of the Common Elements, caused by a latent condition of the property that is to be maintained, repaired and replaced by the Association.

14.9 Liens Against Common Elements and Contractor Liens. While the property remains subject to this Declaration, no liens of any nature are valid against the Condominium Property as a whole, except with the unanimous consent of the Unit Owners. During this period, liens may arise or be created only against individual Condominium Units. Labor performed on or materials furnished to a Unit shall not be the basis for the filing of a lien pursuant to the Contractor's Lien Law of the State of Florida against the Unit of any Unit Owner not expressly consenting to or requesting the labor or materials. Labor performed on or materials furnished to the Common Elements are not the basis for a lien on the Common Elements, but if authorized by the Association, the labor or materials are deemed to be performed or furnished with the express consent of each Unit Owner and may be the basis for the filing of a lien against all condominium Units in the proportions for which the Owners are liable for Common Expenses.

15. INSURANCE, DESTRUCTION AND RECONSTRUCTION.

15.1 Fire and Extended Coverage Insurance. The Association shall obtain and maintain fire and extended coverage insurance in a qualified insurance company, upon all of the insurable improvements which are Association Property or Common Elements for the full replacement value thereof,

and the premium for such insurance coverage shall be assessed against the Unit Owners as part of the annual assessment. Such policies shall provide that payments for losses thereunder by the insurer shall be made to any bank in Florida with trust powers as may be designated by the Board of Directors of the Association as Insurance Trustee and all policies and endorsements shall be deposited with said Trustee.

15.2 Unit Insurance. Pursuant to Section 718.111(11)(e), Florida Statutes, the Association shall not insure the Owner's Unit which consists of a free-standing building comprised of no more than one (1) building in or on such Unit. The Unit Owner is responsible for insuring their Condominium Unit and is responsible for the cost of reconstruction of their Unit. As more fully provided in Section 718.111(11)(g)2., Florida Statutes, the cost of any such reconstruction work voluntarily undertaken by the Association is chargeable to the Unit Owner and enforceable as an Assessment and may be collected in the manner provided for the collection of Assessments pursuant to Section 718.116, Florida Statutes. A Unit Owner's insurance policy must conform to the requirements of Section 627.714, Florida Statutes (2013).

15.3 Compromise and Settle Claims. Subject to the rights of Lessor under the Community Facilities Lease, the Association, through its Board of Directors shall have full authority to compromise and settle all claims against an insurance carrier and may institute legal proceedings for the collection thereof. In the event of, a total or substantial destruction of a structure on a Unit, the Owners of the damaged or destroyed structure shall immediately cause the same to be repaired, replaced or totally removed and the Owners of such Unit shall be responsible for the payment of any costs thereof.

15.4 Destruction. In the event of the destruction of more than half of the Condominium Improvements, on common property, the membership of the Association shall determine by two-thirds (2/3) majority vote whether to build or whether the Condominium shall be abandoned and insurance proceeds apportioned among them and the Condominium Property sold, or whether to take such other action as may seem appropriate.

15.5 Adequate Owner Insurance. Any claim of a Unit Owner against the Association or another Unit Owner relative to damage to the Condominium Property, to the extent the Association or other Unit Owner might otherwise be liable pursuant to the Condominium Documents or applicable law, shall be predicated upon said Unit Owner being adequately insured based on local standards and conditions. Should any Unit Owner fail to maintain such insurance, any claim will be reduced to the extent such Unit Owner's insurance, if obtained pursuant to the above-described standards, would have provided coverage or compensation for the loss. The requirement that the individual Unit Owner obtain insurance shall not be construed to confer any additional liability on the Association or Unit Owners, but is intended to require Unit Owners and the Association to respectively insure risks that are customarily experienced in Condominiums located in Florida's coastal communities, Condominiums in general, including but not limited to damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes, water seepage and leakage, and mold and mildew, if such coverages are available. If one or more of the Units involved is not occupied at the time a damage incident is discovered (regardless of the cause), the Association, or its designated representative, may enter the Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or prevent its spread, at the Unit Owner's expense. The Association may, but is not obligated to repair the damage without the prior consent of the Owner, in the event of an emergency, and the Owner shall be responsible for reimbursement of the Association, with the cost being secured by a lien for Charges.

16. RESTRICTIONS, EASEMENTS AND APPURTENANCES. Use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists and these use restrictions shall be for the benefit of and enforceable by all Owners of Units in this Condominium and the Association. These use restrictions will be enforced as follows: (a) violations should be reported to the Board of Directors, in writing; (b) violations will be called to the attention of the violating Unit Owner, and the Owner's tenant, guest, invitee or licensee, if applicable, by the Board of Directors or its agent; (c) any disagreements concerning violations will be presented to the Board of Directors for a determination, in its sole and absolute discretion, as to whether a violation exists, and (d) Unit Owners are responsible for compliance by their family members, guests, invitees, employees and tenants with the Declaration, the Bylaws and the Rules and Regulations of the Association.

16.1 Occupancy of Units; Residential Usage. Except as herein provided, each Unit shall be limited to residential usage and no commercial, professional, industrial or business use of the Unit shall be permitted. The use of each Unit shall be limited to one (1) recreational vehicle, travel trailer, park model, mobile home or manufactured home, which may be occupied by the Owners or Owner's spouse, brother, sister, father, mother, son, daughter and their spouses and children. Owners (and their family members and tenants) may use Units for "home office" or "telecommuting" purposes, provided that such uses are confined solely within the Unit; cannot be seen, heard or smelled by other residents of the Condominium; do not involve customers or clients coming onto the Condominium Property, the posting of any signage in the Condominium, or the storage of equipment, products, or materials in the Condominium; nor more than two regular deliveries per day of correspondence or similar items from customary express delivery services.

16.2 Guest Occupancy. Overnight guests are permitted whenever the Unit Owner is physically present in the Unit. An Owner's spouse, brother, sister, father, mother, son, daughter and their spouses and children may occupy the Unit in the absence of the Owner provided that one individual is over eighteen (18) years of age and is in direct supervision of all younger occupants. All family members, guests and tenants must promptly register upon arrival at the Association's office and remain in compliance with all procedures, rules and requirements of the Board of Directors. Other guest or guests of the Owner or Owners shall be entitled to the use of the Unit and the facilities of the Condominium during the absence of the Owner, only if the guests are staying overnight in the Owner's Condominium Unit. Such visit shall not exceed fourteen (14) days per calendar year. Guests not residing in the Condominium shall not be allowed the use of the Condominium facilities if the Owner or renter is not residing in the Condominium. The Board of Directors has authority to grant variance to the terms of Articles 16.1 and 16.2 for reasonable cause.

16.3 Signs. Except for signs installed or erected by the Association, no signs of any kind, description or nature may be displayed, fixed or installed on the Condominium Property, except with the prior written consent of the Association's Board of Directors. A nameplate shall not be deemed a sign for the purposes hereof. A Unit Owner has the right to attach to the mantel or frame of the door of the Unit a religious object not to exceed three inches (3") wide, six inches (6") high and one-half inch (1-1/2") deep.

16.4 Objectionable Noises and Odors. In order to ensure the peaceful enjoyment of Unit ownership and promote a congenial community, no person shall permit any loud or objectionable noise or odor to emanate from the Unit. The question of objectionability shall be entirely within the discretion of the Board of Directors of the Association. Each Unit Owner shall keep the Unit free of debris, trash, junk or other unsightly or noxious substances.

16.5 Pets. A domestic dog or a domestic cat or a domestic bird (but only one of the foregoing on any Unit) may be kept only on a Unit numbered between 244 through 300, and such dog or cat may use the Condominium Property adjacent to those Units (that is, the Common Elements located behind those Units and that side of Bainbridge Drive adjacent to those Units), provided it is on a leash. A pet shall not be left unattended outside a dwelling at any time. Dogs must be on a leash and under the owner's control at all times when outside of the Owner's Unit. Cats and birds must be carried or placed in a pet container when outside of the Owner's Unit. Staked leashes are prohibited. Dog owners must immediately pick up and appropriately discard pet waste in plastic bags in trash receptacles, ensuring that there is no noticeable odor. Failure to do so may result in a fine. All dogs must be inoculated and registered as required by law. A Unit Owner keeping or harboring a dog on the Condominium Property shall indemnify, defend and hold the Association harmless from and against any loss or liability of any kind or character whatsoever arising out of, by or as a result of having the dog on the Condominium Property. If a dog becomes a nuisance and/or is obnoxious to other Unit Owners by barking, displaying aggressive conduct or otherwise, the Unit Owner, upon written notice by the Association, shall permanently remove the animal from the Condominium Property.

16.6 Abide by Laws, Ordinances, Documents and Rules. Every person shall keep and obey all applicable laws, ordinances and regulations of all governmental bodies and the Declaration, Articles of Incorporation, Bylaws and the uniform Rules and Regulations of the Association that may from time to time be approved by the Association's Board of Directors.

16.7 Aerials, Antennae and Satellite Dishes. The erection or installation of any satellite dish, aerial, mast or antenna on the Common Elements is prohibited. A person may install satellite dishes that do not exceed one meter (39.37") in diameter on a Unit in compliance with any applicable Association rule or regulation. No wire, clothesline, or other equipment shall be permanently erected, constructed or maintained on any Unit except upon written consent of the Association's Board of Directors as to location.

16.8 Insurance Rates, Fire or Health Hazard. No person shall permit or suffer anything to be done or kept on or in the Unit which will increase insurance rates on the Unit or on the Common Elements. No person shall allow any fire or health hazard to exist in a Unit or on the Common Elements.

16.9 Nuisance. The Condominium Property shall not be used for any immoral, improper or unlawful purpose and no use or behavior shall be allowed which will create a public or private nuisance, nor which shall unreasonably interfere with the quiet possession or enjoyment of the Condominium Property or which becomes a source of annoyance to the Condominium residents. All property shall be kept in a neat and orderly manner. The Common Elements shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of such residents.

16.10 Rubbish, Refuse and Garbage. No person shall allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor. Each Unit and the Common Elements shall at all times be kept in a clean and sanitary condition.

16.11 Subdivided or Alterations. No Unit shall be divided or subdivided and no alterations or changes shall be made therein without the prior written consent of the Association's Board of Directors.

16.12 Equal Right to Use Common Elements. There shall be no use of the Common Elements in such a manner as to abridge the equal rights of the other Unit Owners to their use and enjoyment.

16.13 55+ Unit Occupancy Restriction. This is a housing facility for older persons. Pursuant to the exemption to the Federal Fair Housing Amendments Act of 1988, each Unit shall (unless vacant) be occupied by at least one person 55 years of age or older, and a Unit may not be occupied unless that condition is met. Notwithstanding the foregoing, a Unit may be occupied by the surviving or divorced spouse of a person who was a resident while they were married, regardless of the age of such spouse, and may be occupied by a person who acquires the Unit by inheritance or devise regardless of his or her age, and may be occupied by relatives and guests of the Unit Owner in accordance with Article 16.1 of the Declaration of Condominium, provided that despite such occupancy in any instance, at least eighty percent (80%) of the Units in the Condominium are occupied by at least one person fifty-five (55) years of age or older. This restriction as to Unit occupancy by persons under fifty-five (55) years of age shall not apply to persons occupying, or entitled to occupy, a Unit on March 31, 1992. The Board of Directors shall have the authority to adopt reasonable rules to enforce this paragraph including, but not limited to, the right to require potential occupants to provide satisfactory proof of their age upon Board request. No person under eighteen (18) years of age shall be permitted to reside or stay overnight in a Condominium Unit unless he or she is a guest of a Unit Owner and is accompanied and is under the direct supervision of a parent, guardian, or other responsible adult, and such person or persons shall be limited to a stay of fourteen (14) days.

16.14 Rental Restrictions. No Unit Owner shall lease the Owner's Condominium Unit unless said Unit Owner shall have owned the Unit for not less than two (2) years, except, however, a family member of a Unit Owner who acquires ownership of a Unit by gift or devise (inheritance) may lease the Unit at any time provided the Unit Owner shall have obtained the prior written consent of the Board of Directors. Any consent to the rental of a Condominium Unit shall be subject to such conditions as the Board of Directors may reasonably impose. No consent to a rental of a Condominium Unit shall operate to release the Unit Owner from any obligation under the Condominium Documents.

16.15 10-year Age Restriction on Travel Trailers. No travel trailer, recreational vehicle, mobile home, manufactured home or other such property over ten (10) years old shall be placed or remain on a Condominium Unit after sale or transfer of the Unit, unless prior written approval by the Board of Directors is first obtained.

16.16 Unit Ownership. From and after July 1, 2004, no person or owner may hold record title ownership or any ownership interest to more than two (2) Condominium Units. Those owners who own more than two (2) Units as of October 1, 2004 may continue to do so until their Unit(s) sell or otherwise transfer. Unit ownership by way of corporate, LLC, partnership or other legal entity in which the person is a shareholder, member, director or partner shall be considered record title ownership, as shall ownership by way of trustee's deed or by means or tenancy with another person. This Unit Ownership restriction shall not apply to the Association or to an institutional mortgage company who takes title to a Unit via foreclosure or deed in lieu of foreclosure.

17. PUBLIC LIABILITY INSURANCE. The Association shall use its best efforts to obtain and maintain adequate property insurance to protect the Association, the Association Property, the Common Elements, and the Condominium Property that must be insured by the Association pursuant to this Declaration.

17.1 Public Liability Insurance. The Association shall obtain and maintain adequate public liability insurance covering all of the Common Elements and Units and insuring the Association and the Unit Owners as their interests may appear. Adequate property insurance must be based on the replacement cost of the property to be insured as determined by an independent insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least once every thirty-six (36) months.

17.2 Insurance Deductibles. When determining the adequate amount of property insurance coverage the Association may consider deductibles as determined by Section 718.111(11), Florida Statutes. The deductibles must be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the Condominium Property is situated. The deductibles may be based upon available funds, including reserve accounts, or predetermined assessment authority at the time the insurance is obtained. The Board shall establish the amount of deductibles based upon the level of available funds and predetermined assessment authority at a meeting of the Board in the manner set forth in section 718.112(2)(e), Florida Statutes.

17.3 Premiums. The premiums for such insurance coverage shall be assessed against the Unit Owners as part of the Common Expenses.

17.4 Compromise and Settle Claims. The Association, through the Board of Directors, shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. Each Unit Owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about the Unit, as that Owner may deem appropriate.

18. ASSESSMENTS AND LIENS. Assessments against Unit Owners shall be made by the Board of Directors of the Association, in the manner provided in the Bylaws, and as follows and shall be borne by the Unit Owners on the same basis as their percentage of ownership of the entire Condominium as set forth in Article 10 hereof.

18.1 Liability for Assessments and Charges. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and Charges coming due while he or she is the Unit Owner. Except as provided in Article 18.6, any person or entity which acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her share of the Charges and Assessments, including attorney's fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The liability for Assessments or Charges may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments or Charges are made. All payments on account shall be first applied to accrued interest, then to late charges, then to collection costs, then to attorney's fees incurred incident to collection and then to the Assessment payment first due. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. The Board of Directors may waive or reduce interest, late fees, costs, and its attorney's fees as it deems appropriate; however, the Board of Directors shall not waive or reduce Assessments.

18.2 Default in Payment of Assessments for Common Expenses. Assessments and Charges, and installments thereof, not paid within fifteen (15) days from the date when they are due shall

incur a late fee and bear interest in an amount as may be determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law (currently \$25 late fee and 18% interest for delinquent period). The Board may accelerate unpaid Assessments in the manner prescribed by law. Any bank transaction fees incurred by a Unit Owner are the responsibility of the Unit Owner.

18.3 Claim of Lien. The Association has a lien on each Condominium Unit for any unpaid Assessments or Charges on such parcel, with interest, late charges and for reasonable attorney's fees, costs, and other collection expenses, including those expenses provided in contracts between the Association and third parties, including but not limited to Community Association Management Firms, incurred by the Association incident to the collection of the Assessment or Charge or enforcement of the lien. No lien may be recorded until the Association has provided notice of intent to place a lien, as required by the Condominium Act, as amended from time to time. The Association's costs and expenses in preparing and sending such notice (including but not limited to attorney's fees, contractual collection expenses, postage, and other costs and expenses reasonably incurred) and may be added to the amounts claimed due in the pre-lien notice and if not timely paid, shall be secured by the Association's lien. The lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration of Condominium. Upon payment in full, the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments or Charges in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments or Charges without waiving any claim of lien.

18.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this sub-section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act, as amended from time to time.

18.5 Attachment of Rental Income When Unit is Delinquent. Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, the Association shall have the following options when payments of Assessments or Charges are ninety (90) days or more delinquent. The Association may, without order of the Court, direct rental income (by written notice to the tenant with copy to Unit Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, Charges, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable, are satisfied. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies.

18.6 First Mortgagee. The priority of the Association's lien and the obligation for payment of past due Assessments or Charges in relation to first mortgagees who obtain title as a result of foreclosure

or deed in lieu of foreclosure, shall be determined by Section 718.116, Florida Statutes, as subsequently amended from time to time.

18.7 Possession of Unit. Any person who acquires an interest in a Unit, except First Mortgagees through foreclosure of first mortgage of record (or deed in lieu thereof), including without limitation persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments and other Charges due and owing by the former Owner, if any, have been paid. Possession shall be subject to all other Association requirements pertaining thereto.

18.8 Certificate of Unpaid Assessments. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him/her with respect to his/her Unit.

18.9 Lien for Charges. There is created by this Declaration a common law and contractual lien to secure payment for any service which the Association provides for an individual Unit Owner or expenses which the Association incurs in regard to a Unit Owner and which is not otherwise secured by the Statutory lien for Common Expenses. For example, a lien for Charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner insurance, maintenance, repair or replacement responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction from a Unit. The lien for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorney's fees, costs and expenses of collection.

18.10 Money Judgment. In addition to its other remedies provided herein and by the Condominium Act, the Association may also sue a Unit Owner to recover a money judgment for unpaid Assessments without waiving the lien securing the same. Interest shall accrue on all final judgments obtained by the Association at the highest lawful rate per annum.

19. MATERIAL ALTERATIONS AND IMPROVEMENTS BY THE ASSOCIATION. The Association may, by action of the Board of Directors, substantially improve and materially alter the Common Elements and (upon the approval of the Lessor) the Community Facilities, provided that no expenditure may be made for any individual improvement, alteration or addition exceeding Ten Thousand Dollars (\$10,000.00) without the prior approval of two-thirds (2/3) of the Association's voting interests present, in person or by proxy, at a membership meeting of the Association called in whole or in part for that purpose. The Association's Board of Director may materially alter or substantially improve the Common Elements or Association Property without any membership approval if the alteration or improvement is reasonably necessary for maintenance, repair, replacement, preventive maintenance, compliance with a requirement of the Florida Building Code, governmental authority or the Association's insurance company, or to address a safety or security concern. Pursuant to Section 718.113(7), Florida Statutes, the Board of Directors may, without any Unit Owner approval, install upon or within the Common Elements or Association Property solar collectors, clotheslines, or other energy-efficient devices based on renewable resources for the benefit of the Unit Owners.

19.1 Storage Sheds. Notwithstanding any other provision hereof, the Association may, upon written approval of the Board of Directors and without the necessity of a further Unit Owner vote, construct and install storage sheds upon the Common Elements with funds provided solely by certain Unit Owners and shall, as consideration for those funds and such other payment as the Board determines, lease those storage shed spaces to those Unit Owners on such terms and conditions as the Board of Directors determines appropriate. The storage sheds shall not, however, become limited common elements appurtenant to the Units without the unanimous joinder and consent of all Unit Owner and lien owners in the Condominium, as required by state law. Unit Owners may sell, transfer, sublet or assign storage shed leases to another Unit Owner with the prior written approval of the Association's Board of Directors.

20. SALE, TRANSFER, LEASE OR OCCUPATION OF UNIT. In order to maintain a community of congenial Unit Owners who are financially responsible, and thus protect the value of the Units, the use and transfer of Units by any Owner shall be subject to the following provisions:

20.1 Transfers Subject to Approval. No Unit Owner may dispose of the Unit or any interest in same by sale, lease or other title transfer, without prior written approval of the Board of Directors. No Unit Owner may dispose of a Unit or any interest therein by other means (including agreement for deed, installment sales contract, lease-option or other similar transactions) without prior written approval by the Board of Directors. If any Unit Owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. Notice must give at least 30 days prior to the intended closing or title transfer date. Approval to own or occupy may not be denied to any gift recipient who was the prior Owner's lawful spouse at the time of the gift, or was related by the gifting Owner by blood or adoption. If any Unit Owner acquires his title by devise or inheritance, his right to occupy or use the Unit shall be subject to the approval of the Board of Directors. Approval to own or occupy may not be denied to any devisee or heir who was the prior Owner's lawful spouse at the time of death, or was related to the deceased Owner by blood or by adoption. If any Unit Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such Unit shall be subject to the approval of the Board of Directors. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined below. Approval to own or occupy a Unit may not be denied to any person who is the recipient of use or occupancy rights arising from transfer to a trust, where the Grantor or Settlor of the trust is a Unit Owner, and the Beneficiary or other person entitled to use or occupancy under the Trust Agreement was the Owner's lawful spouse or was related to the Owner by blood or adoption.

20.1.1 Bona Fide Sale -- Approval by Association. A Unit Owner intending to make a bona fide sale of his Unit or any interest in it shall give to the Board of Directors written notice of such intention, together with the name and address of the intended purchaser, an executed copy of the unredacted purchase contract and its exhibits and such other information concerning the intended purchaser and the transaction as the Board may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency and/or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed Unit occupants. Such notice at the Unit Owner's option may include a demand by the Unit Owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved; however, the Association shall not be obligated to purchase the Unit if the transfer of the Unit is denied for good cause as set forth in this Declaration.

20.1.2 Gift, Devise, Inheritance and Other Transfers – Approval of Association. A Unit Owner, who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Board written notice of the acquiring of his title, together with such information concerning the Unit Owner as the Board may reasonably require and a recorded copy of the instrument evidencing the Owner's title.

20.2 Failure to Give Notice. If the above required written notice to the Board is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Board at its election and without notice may approve or disapprove the transaction or ownership. If the Board of Directors disapproves the transaction or ownership, the Board shall proceed as if it had received the required notice on the date of such disapproval.

20.3 Certificate of Approval. If the proposed transaction is a sale, then within 30 days after receipt of such notice and information, including a personal interview if requested by the Board, the Board must either approve or disapprove the proposed transaction. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 30 days after receipt of such notice and information, including a personal interview if requested by the Board, the Board must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit.

20.4 Approval of Occupant. If the Unit Owner or purchaser is a corporation, partnership, trust, LLC, some other entity, or more than one individual who is not married, the approval of ownership by the corporation, partnership, trust, other entity or multiple persons shall be conditioned upon approval of a Primary Occupant.

20.5 Disapproval by Board of Directors. If the Board of Directors shall disapprove a transfer of ownership of a Unit for reasons other than those provided herein, the matter shall be disposed of in the following manner:

20.5.1 Sale. If the proposed transaction is a sale, then within 30 days after receipt of such notice and information the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors (including the Association or another Unit Owner) who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

20.5.2 Fair Market Value. At the option of the Association to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Unit Owner and the other of whom shall be appointed by the Association, who shall base the determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared equally by the parties.

20.5.3 Purchase Price. The purchase price shall be paid in cash. The sale shall be closed within 30 days after the delivery or mailing of the agreement to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever is the later. If the Association shall fail to

provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval.

20.5.4 Gifts, Devise, or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise, or inheritance, or in any other manner, then within 30 days after receipt from the Unit Owner of the notice and information required to be furnished, the Board of Directors shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

20.5.4.1 The sale price shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Association and the other of whom shall be appointed by the Unit Owner, who shall base their determination upon an average of their appraisals of the Unit; and a judgment or specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

20.5.4.2 The purchase price shall be paid in cash. The sale shall be closed within 10 days following the determination of the sale price. If the Board of Directors shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Sarasota County, Florida, at the expense of the Unit Owner.

20.6 Disapproval for Good Cause. Approval of the Association for title transfers shall be withheld only if a majority of the Board so votes. The Board shall consider the following factors and may confer freely with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

20.6.1 The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed occupants) intends to conduct himself in a manner inconsistent with the Condominium Documents.

20.6.2 The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude, any felony, or any sexual offense of any nature.

20.6.3 The person seeking approval (which shall include all proposed occupants) has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, or bad debts.

20.6.4 The person seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct

in other social organizations or associations, or by his conduct in this Condominium or other residences as a tenant, or Owner.

20.6.5 The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

20.6.6 The Unit Owner requesting the transfer has had fines assessed against him or her which have not been paid; or

20.6.7 All Assessments and other Charges against the Unit have not been paid in full.

If the Board disapproves a prospective transfer on the grounds for disapproval set forth above, the Association shall have no duty to purchase the Unit or furnish an alternate purchaser, and the transaction shall not be made.

20.7 Transfer Fee. The Association may charge an administrative fee for the approval of transfers of title or leases of Units (to cover the costs of processing the application, the costs of criminal background check, credit check, etc.). The fee may not exceed the maximum permitted by law per transaction (currently \$100). The Association or its authorized agent may also charge a reasonable fee for the preparation of a certificate, commonly known as an estoppel certificate, stating all Assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Unit. The fee for the preparation of such certificate shall be established by a written resolution of the Board or provided for in a management, bookkeeping, or maintenance contract.

20.8 Unauthorized Transactions. Any sale or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association. There shall be no limitation upon sale, lease or occupancy of any Unit based upon race, creed, color, sex, religion, national origin, handicap or familial status.

20.9 Tenant Conduct, Remedies. If a tenant refuses or fails to abide by the Condominium Documents, the Unit Owners(s) shall be responsible for the conduct of the Tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Unit Owner shall have the duty to bring his tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails or refuses to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall have the authority to act as the irrevocable agent of the Unit Owner to undertake whatever action is necessary to abate tenants' noncompliance, including without limitation the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Unit Owner which shall be secured by a continuing lien on the Unit in the same manner as assessments for Common Expenses.

20.10 Use of Common Elements During Tenancy. When a Unit is occupied by a tenant or guest, in the absence of an Owner of the Unit, the Owner(s) of the Unit may not use the Common Elements, but during that time the Common Elements may only be used by the occupants of the Unit, and

guests in the presence of an occupant of the Unit. When a Unit is unoccupied, an Owner of the Unit may use the Common Elements but may permit another person to enter the Condominium Property only when accompanied by the Unit Owner. Nothing in this Article shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes.

20.11 Assignment of Rent. In order to ensure a timely and complete payment of all Assessments, all Unit Owners leasing their Units irrevocably assign to the Association the right to collect rent payments from any tenant as further provided herein, until all monies owed the Association are paid in full. To the extent the Board of Director's request it, the Unit Owner shall execute a separate assignment of rents agreement as a condition precedent to leasing the Unit. All rents collected by the Association from a tenant or Owner from this assignment shall be applied first to past due interest, late fees and costs, attorney's fees, and then to the delinquent assessment until all funds owed the Association are paid in full. Any funds that may be collected by Association in excess of Unit Owner's obligation shall be remitted to the Unit Owner by the Association within a reasonable amount of time.

20.12 Association as Agent. Each Owner assigns to the Association the right to take legal action against any tenant for the non-payment of rents to the Association pursuant to the assignment of rent authority provided herein, including the right to terminate the lease and evict the tenant and all occupants. The Association shall enjoy all rights and privileges enjoyed by the Unit Owner under applicable landlord/tenant law but shall not be considered a landlord under Chapter 83, Florida Statutes, and specifically shall have no obligations under Section 83.51, Florida Statutes.

21. AMENDMENT OF DECLARATION.

21.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, a majority of the Directors, or by at least twenty percent (20%) of the entire Voting Interests.

21.2 Proposed Amendment Format. Proposals to amend the existing Declaration of Condominium shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "*SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM. SEE ARTICLE NUMBER ____ FOR PRESENT TEXT.*"

21.3 Notice. Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

21.4 Adoption of Amendments. A resolution for the adoption of the proposed amendment may be adopted by a vote of two-thirds (2/3rds) of the members of the Association present, in person and by proxy, and voting at a membership meeting of the Association at which a quorum is present called in whole or in part for that purpose. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association upon Board approval, without need for Association membership vote.

21.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Sarasota County Public Records with a Certificate of Amendment according to law.

21.6 Automatic Amendment. Whenever Florida Statutes or other applicable statutes or administrative regulations are amended to impose procedural requirements less stringent than set forth in this Declaration of Condominium, the Board may operate the Association pursuant to the less stringent requirements. The Board, without a vote of the Unit Owners, may adopt by majority vote, amendments to this Declaration of Condominium as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 617 and 718, Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association.

21.7 Limitation on Amendment. The provisions of Articles 9, 10 and 13 hereof may be amended only by the unanimous approval of all Condominium Unit Owners. Additionally, no amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

21.8 Execution and Recording. A copy of each Declaration amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice President and attested to by the Secretary or Assistant Secretary, with the formality of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Official Records of Sarasota County, Florida.

21.9 Scrivener's Error. The provisions of this Article 21 to the contrary notwithstanding, if it shall appear that through scrivener's error, all of the Common Expenses or interest in the Common Surplus, or all of the Common Elements in this Condominium have not been distributed in this Declaration such that the sum total of the shares of Common Elements which have been distributed, or the shares of the Common Expenses, or ownership of Common Surplus fails to equal one hundred percent (100%); or, if it shall appear that through such error more than one hundred percent (100%) of the Common Elements or Common Expenses, or ownership of the Common Surplus shall have been distributed; or, if it shall appear that through scrivener's error a Unit has not been designated an appropriate undivided share of the Common Elements, Common Expenses, or Common Surplus; or, if it appears that there is an omission or error in this Declaration or in any of the Condominium Documents required by law to establish the Condominium, the Association may correct the error and/or omission by an amendment to this Declaration and/or the other documents by simple resolution of the Board of Directors approved by a majority of the whole number of directors, or by a majority vote of the Unit Owners present and voting at a membership meeting called at least in part for that purpose, at which a quorum is present. If such an amendment, considered and approved pursuant to this paragraph, materially adversely affects property rights of Unit Owners, the Unit Owners whose property rights are so materially adversely affected must consent to the amendment in writing for the amendment to be effective. For the purpose of this paragraph, no Unit Owner's property rights are materially adversely affected nor shall the Owner's share of the Common Elements, Common Expense or Common Surplus be modified by reason of the modification of the shares of Common Expense, Common Elements or Common Surplus appurtenant or attributable to another Unit. Such amendment shall, if passed and approved, be evidenced in the Official Records of Sarasota County, Florida in the same manner as amendments set forth above.

22. TERMINATION. The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act (Section 718.117, Florida Statutes). In addition, the above described Condominium Property may be removed from the provisions of this Declaration at any time by a vote of two-thirds (2/3rds) of the voting rights of the Association by an instrument to that effect duly recorded in the Public Records of Sarasota County, Florida. In the event of such termination, the Common Elements shall be deemed to be owned in common by the Unit Owners, in accordance with their proportionate shares hereinabove set forth and the Unit shall thereafter be owned in fee simple solely by that Unit Owner.

23. SEVERABILITY, CONFLICT AND CONSTRUCTION.

23.1 Duty to Comply; Right to Sue. Each Unit Owner, his tenants, family members, Guests and invitees, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, this Declaration, the documents creating the Association, the Bylaws and the Rules and Regulations. Action for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Unit Owner against:

- (1) The Association;
- (2) A Unit Owner; or
- (3) Anyone who occupies a Unit as a family member, tenant or a Guest in a Unit, of Unit Owner. Unit Owners shall be jointly and severally liable for violations of the Condominium Documents committed by their family members, tenants, or Guests.

23.2 Severability. Each and every covenant contained in this Declaration of Condominium and all documents incorporated herein shall be construed as being separate and independent, and in the event that any of the same are determined to be invalid or unenforceable, the remainder of the provisions hereof shall not be affected thereby but shall remain valid and enforceable to the extent permitted by law.

23.3 Conflict. In the event of a conflict, the Condominium Documents shall govern in the following descending order:

- (1) the Declaration of Condominium;
- (2) the Articles of Incorporation;
- (3) the Bylaws; and
- (4) the Rules and Regulations of the Association.

23.4 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium.

23.5 Interpretation. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Association. The Board's interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by the Association's legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.

23.6 Covenants Running with the Land and Enforcement. The provisions of this Declaration, the Articles of Incorporation, the rights and obligations established thereby shall be deemed to

be covenants running with the land so long as the property herein binding upon each and all of the Unit owners, their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees, and mortgagees. By the recording or acceptance of a deed conveying a Unit or any interest therein or any ownership interest in the property whatsoever, the person to whom such Unit or interest is conveyed shall be deemed to have accepted or agreed to be bound by, and subject to all the provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations thereunder.

23.7 Enforcement. The enforcement of this Declaration, the Articles of Incorporation, Bylaws or Rules may be by proceeding at law for damages or in equity to compel compliance with their terms or to prevent violation or breach of any of the covenants or terms thereof. The Association's Board of Directors or any unit owner may, but shall not be required to, seek enforcement of the above documents.

23.8 Captions. The captions of this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe its scope or intent.

23.9 Florida Statutes. Any reference to a statute herein, including, but not limited to, the Condominium Act, the Florida Not For Profit Corporation Act, or any provision or Section therein, shall include all future amendments from time to time.

23.10 Waiver of Rights. The failure of the Association to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived if the waiver would adversely affect the rights of the Owner or defeat the purpose of the provision, except that Unit Owners or Directors may waive notice of specific meetings as provided in the Bylaws.

23.11 No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners under any terms, provisions, covenants, or conditions of the Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

23.11 Waiver. The Association shall have the right to waive the application of one or more of the covenants or restrictions of the Condominium Documents, or to permit a deviation from said covenants or restrictions, as to any Unit where, in the discretion of the Board, hardship circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event the Association fails to enforce violation of said covenants or restrictions, such actions or inactions shall not be deemed to prohibit nor restrict the right of the Association, or any other person having the right to enforce said covenants or restrictions, from insisting upon strict compliance with respect to all other Units, nor shall any such actions be deemed a waiver of any of the covenants or restrictions contained in the Condominium Documents as same may be applied in the future.

23.12 Attorney's Fees. In any legal, equitable, administrative or other proceeding arising out of or relating to an alleged failure or refusal of a Unit Owner, tenant, Guest, or invitee to comply with the requirements of the Condominium Act or the Condominium Documents, as they may be amended from

time to time, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and a reasonable attorney's fee before trial, at trial and all levels of appeal. The Association may also recover attorney's fees it incurs because of noncompliance with the Condominium Documents in cases where no court action is filed including, but not limited to, mediation, arbitration and pre-litigation fees incurred in the collection of delinquent Assessments, fines, and fees reasonably incurred by the Association in obtaining compliance with the Condominium Documents. Said costs and attorney's fees shall be secured by a lien for Charges, as provided herein.

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SCHEDULE I TO
DECLARATION OF CONDOMINIUM AND BYLAWS OF
KING'S GATE, A CONDOMINIUM, SECTION NO.1

Description of Condominium Property

A parcel of land being that part of the Northeast 1/4 of Section 29, township 38 South, Range 19 East, Sarasota County, Florida, lying Southerly of the centerline of Shakett Creek, more particularly described as follows:

Commence at the Northeast corner of Section 29, Township 38 South, Range 19 East; thence South 00°30'17" East, along the East line Northeast 1/4 of Northeast 1/4 of Section 29, 1338.99 feet, for a Point of Beginning; thence South 00°05'09" East along the East line of Southeast 1/4 of Northeast 1/4 of Section 29, 1341.29 feet to the Southeast corner of Northeast 1/4 of said Section 29; thence North 89°14'19" West, along the South line of the Northeast 1/4 of Section 29, 1303.24 feet; thence North 89°13'41" West along said South line of the Northeast 1/4 of Section 29, 697.10 feet to a point; thence North 00° 46' 19" East 238 feet to a point; thence North 26°04' West, 167.29 feet to the P.C. of a curve curving left, having a radius of 25.0 feet; thence run through a central angle 92°24'20" an arc distance of 40.32 feet to the P.C. of a curve curving right, having a radius of 310.0 feet; thence run through a central angle 6°28', an arc distance of 34.99 feet; thence run North 21°08' West, 40.0 feet; thence North 00°08'32" East, 160 feet to the centerline of Shakett Creek; thence Easterly and Northerly along the centerline of Shakett Creek 3520 feet, more or less, to a point which lies North 00°30'17" West from the Point of Beginning; thence South 00°30' 17" East, 140 feet, more or less, to the Point of beginning; less a 60 foot road easement along the South and East property lines of the above described property.

Together with a nonexclusive perpetual access easement along a roadway running from King's Way, a County road, to Balnbridge, the Easterly 440.39 feet of which is 20 feet wide and the Westerly 194 feet of which varies in width from 20 feet to 100 feet as shown on the plat of the "Leased Area" of King's Gate, the centerline of said access road being described as follows:

From the SW corner of the NE 1/4 of Section 29, Township 38 South, Range 19 East, run N 00°12'30" West, 51.13 feet to the Point of Beginning, thence run North 58°57'30" East, 18.0 feet (20 foot wide) to the circumference of a 100 foot diameter circle, thence run North 58°57'30" East, 50 feet to the centerline of said 100 foot diameter circle; thence run North 35°11'30" East, 126 feet to the P.C. of a curve (20 foot wide) to the right having a radius of 246.21 feet, run through a central angle of 36° an arc distance of 154.7', thence run North 84°11'30" East, 74 feet to the P.C. of a curve to the right having a radius of 146.18 feet, run through a central angle of 11°43' an arc distance of 29.90 feet, thence run South 84°05'30" East, 125 feet to the P.C. of a curve to the left having a radius of 111.39 feet, run through a central angle of 25°18' an arc distance of 49.19 feet; thence North 70°36'30" East, 37.5 feet.

The Developers hereby reserve for themselves, their successors, assigns and lessees a perpetual access easement across the 20 foot roadway running through the Community Facilities property from King's Way to Balnbridge described above for purposes of providing access, ingress and egress and utilities services between the two portions of said property which are separated by said roadway.

Subject also to governmental building and zoning rules, regulations and restrictions and the easements referred to in the Declaration of Condominium.

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KING'S GATE A CONDOMINIUM, SECTION NO. 1

LYING IN SECTION 29, TOWNSHIP 38-S, RANGE 19-E, SARASOTA COUNTY, FLORIDA

UNIT TRAILER SITE DEFINITION:

A UNIT SHALL CONSIST OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE RESPECTIVE UNIT BOUNDARY LINES, AND SHALL INCLUDE THE PROPERTY RUNNING FROM THE PLANE OF THE GROUND AS MAY EXIST, OR FROM THE PLANE OF THE BOTTOM OF THE PATIO SLAB AS MAY EXIST, TO A PLANE PARALLEL TO THE GROUND, TWELVE FEET ABOVE SAID GROUND.

THE COMMUNITY FACILITIES LEASED AREA:

THE COMMUNITY FACILITIES LEASED AREA SHOWN HEREON IS NOT INCLUDED IN THIS CONDOMINIUM BUT IS LEASED TO KING'S GATE CONDOMINIUM ASSOCIATION, INC. BY VIRTUE OF THAT CERTAIN LEASE RECORDED IN OFFICIAL RECORDS BOOK 571, PAGE 700, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

ACCESS ROAD CENTERLINE DESCRIPTION:

FROM THE S.W. CORNER OF THE N.E. 1/4 OF SECTION 29, TOWNSHIP 38 SOUTH, RANGE 19 EAST, RUN N00°12'30"W 51.13 FEET TO THE POINT OF BEGINNING; THENCE RUN N55°57'30"E 18.0 FEET (20 FEET WIDE) TO THE CIRCUMFERENCE OF A 100 FOOT DIAMETER CIRCLE; THENCE RUN N55°57'30"E 50 FEET TO THE CENTERLINE OF SAID 100 FOOT DIAMETER CIRCLE; THENCE RUN N36°11'30"E 126 FEET TO THE P.C. OF A CURVE (20 FEET WIDE) TO THE RIGHT HAVING A RADIUS OF 246.21 FEET, RUN THROUGH A CENTRAL ANGLE OF 36° AN ARC DISTANCE OF 154.7 FEET; THENCE RUN N84°11'30"E 74 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 146.18 FEET, RUN THROUGH A CENTRAL ANGLE OF 11°43' AN ARC DISTANCE OF 29.00 FEET, THENCE RUN S84°00'30"E 180 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 111.59 FEET, RUN THROUGH A CENTRAL ANGLE OF 20°18' AN ARC DISTANCE OF 46.19 FEET; THENCE N70°36'30"E 37.6 FEET.

DESCRIPTION: A PARCEL OF LAND BEING THAT PART OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, LYING SOUTHERLY OF THE CENTERLINE OF SHAKETT CREEK, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 38 SOUTH, RANGE 19 EAST; THENCE SOUTH 00°30'15" EAST, ALONG THE EAST LINE NORTHEAST 1/4 OF SECTION 29, 1356.99 FEET, FOR A POINT OF BEGINNING; THENCE SOUTH 00°00'00" EAST ALONG THE EAST LINE OF SOUTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION 29, 1341.29 FEET TO THE SOUTHEAST CORNER OF NORTHEAST 1/4 OF SAID SECTION 29; THENCE NORTH 89°14'15" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 29, 1303.24 FEET; THENCE NORTH 89°13'41" WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 29, 697.10 FEET TO A POINT; THENCE NORTH 00°46'19" EAST 239 FEET TO A POINT; THENCE NORTH 26°04' WEST, 107.29 FEET TO THE P.C. OF A CURVE CURVING LEFT, HAVING A RADIUS OF 25.0 FEET; THENCE, RUN THROUGH A CENTRAL ANGLE 92°24'20", AN ARC DISTANCE OF 40.32 FEET TO THE P.C. OF A CURVE CURVING RIGHT, HAVING A RADIUS OF 310.0 FEET; THENCE, RUN THROUGH A CENTRAL ANGLE 6°20', AN ARC DISTANCE OF 34.99 FEET; THENCE, RUN NORTH 21°08' WEST, 40.0 FEET; THENCE, NORTH 00°08'32" EAST, 160 FEET, TO THE CENTERLINE OF SHAKETT CREEK; THENCE, EASTERLY AND NORTHERLY ALONG THE CENTERLINE OF SHAKETT CREEK 320 FEET, MORE OR LESS, TO A POINT WHICH LIES NORTH 00°30'17" WEST FROM THE POINT OF BEGINNING; THENCE, SOUTH 00°30'17" EAST, 140 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; LESS A 60 FOOT ROAD EASEMENT ALONG THE SOUTH AND EAST PROPERTY LINES OF THE ABOVE DESCRIBED PROPERTY.

TOGETHER WITH A NON-EXCLUSIVE PERPETUAL ACCESS EASEMENT ALONG A ROADWAY RUNNING FROM KING'S WAY, A COUNTY ROAD, TO BAINBRIDGE, THE EASTERLY 440.39 FEET OF WHICH IS 20 FEET WIDE AND THE WESTERLY 194 FEET OF WHICH VARIES IN WIDTH FROM 20 FEET TO 100 FEET AS SHOWN ON THE PLAT OF THE "LEASED AREA" OF KING'S GATE, THE CENTERLINE OF SAID ACCESS ROAD BEING AS DESCRIBED HEREON.

EASEMENTS:

ROADWAYS SHOWN HEREON ARE SUBJECT TO A NON-EXCLUSIVE, PERMANENT EASEMENT HEREBY MADE AND DEDICATED FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS FOR THE BENEFIT OF ALL OWNERS OF UNITS IN ALL PRESENT AND FUTURE SECTIONS OF KING'S GATE, A CONDOMINIUM, AND THE LEASED AREA, THEIR LICENSEES, INVITEES, SUCCESSORS AND ASSIGNS, SUBJECT TO EASEMENTS HEREBY RESERVED FOR THE INSTALLATION AND MAINTENANCE OF UTILITY LINES, EQUIPMENT AND SERVICES IN, OVER AND ACROSS THE COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS OF THIS CONDOMINIUM.

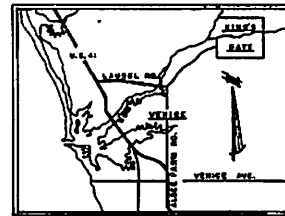
CERTIFICATE OF ENGINEER:

I, THE UNDERSIGNED REGISTERED PROFESSIONAL ENGINEER, HEREWIT CERTIFY THAT THIS PLAT IS A TRUE REPRESENTATION OF THE LAND DESCRIBED AND SHOWN HEREON, AND IS A CORRECT PRESENTATION OF THE IMPROVEMENTS SHOWN, AND THAT IT CAN BE DETERMINED THEREFROM, AND FROM THE DECLARATION FOR KING'S GATE, A CONDOMINIUM, SECTION NO. 1, BEING RECORDED SIMULTANEOUSLY HEREWIT, THE LOCATION, IDENTIFICATION, DIMENSIONS AND SIZES OF THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND OF EACH UNIT CONTAINED HEREIN.

DATE: AUGUST 21, 1972

Emil L. Tiona

EMIL L. TIONA, P.E.
REGISTERED PROFESSIONAL ENGINEER
FLORIDA CERTIFICATE NO. 9563.



LOCATION MAP

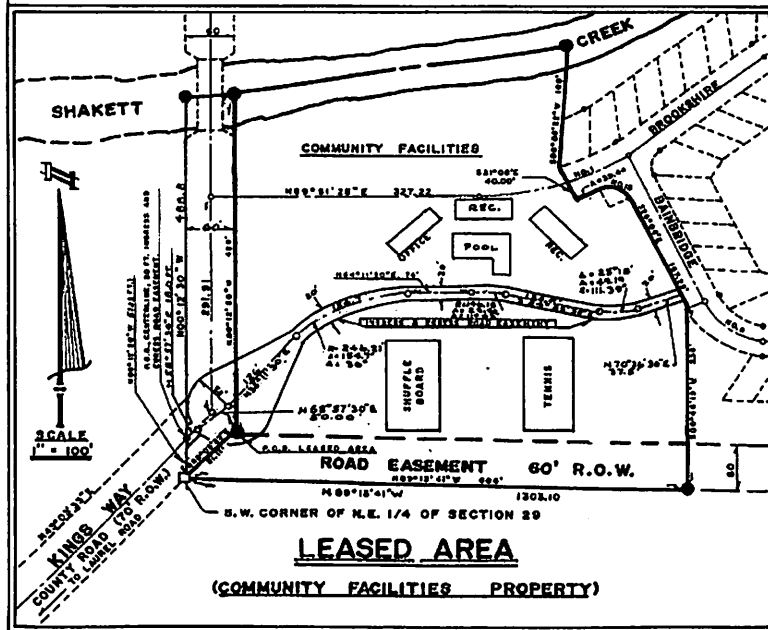


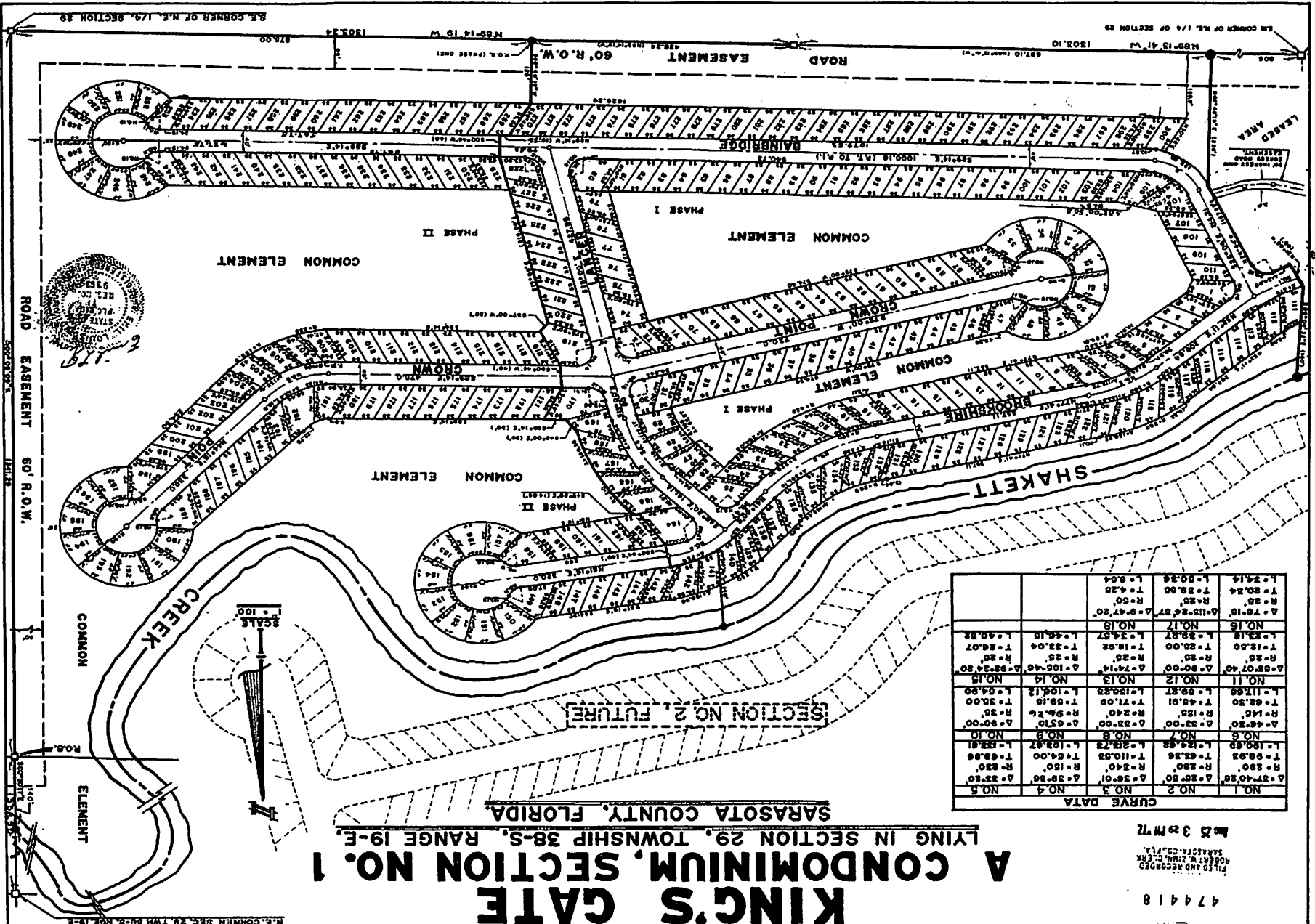
EXHIBIT A-1

474418

FILED AND RECORDED
ROBERT W. ZIMM, CLERK
SARASOTA COUNTY, FLA.
MAY 23 3 22 PM '72

KING'S GATE A CONDOMINIUM, SECTION NO. 1 LYING IN SECTION 29, TOWNSHIP 38-S, RANGE 19-E, SARASOTA COUNTY, FLORIDA

CURVE DATA			
NO. 1	NO. 2	NO. 3	NO. 4
Δ = 27°40'20"	Δ = 36°01'	Δ = 36°01'	Δ = 33°20'
R = 330'	R = 230'	R = 240'	R = 150'
T = 63.36'	T = 110.32'	T = 64.00'	T = 63.36'
L = 130.59'	L = 124.53'	L = 103.87'	L = 133.81'
NO. 5	NO. 6	NO. 7	NO. 8
Δ = 45°30'	Δ = 33°00'	Δ = 33°00'	Δ = 33°00'
R = 140'	R = 150'	R = 240'	R = 240'
T = 45.31'	T = 55.15'	T = 55.15'	T = 55.15'
L = 117.69'	L = 106.12'	L = 106.12'	L = 106.12'
NO. 9	NO. 10	NO. 11	NO. 12
Δ = 33°00'	Δ = 33°00'	Δ = 33°00'	Δ = 33°00'
R = 240'	R = 240'	R = 240'	R = 240'
T = 55.15'	T = 55.15'	T = 55.15'	T = 55.15'
L = 106.12'	L = 106.12'	L = 106.12'	L = 106.12'
NO. 13	NO. 14	NO. 15	NO. 16
Δ = 33°00'	Δ = 33°00'	Δ = 33°00'	Δ = 33°00'
R = 240'	R = 240'	R = 240'	R = 240'
T = 55.15'	T = 55.15'	T = 55.15'	T = 55.15'
L = 106.12'	L = 106.12'	L = 106.12'	L = 106.12'
NO. 17	NO. 18	NO. 19	NO. 20
Δ = 33°00'	Δ = 33°00'	Δ = 33°00'	Δ = 33°00'
R = 240'	R = 240'	R = 240'	R = 240'
T = 55.15'	T = 55.15'	T = 55.15'	T = 55.15'
L = 106.12'	L = 106.12'	L = 106.12'	L = 106.12'
NO. 21	NO. 22	NO. 23	NO. 24
Δ = 33°00'	Δ = 33°00'	Δ = 33°00'	Δ = 33°00'
R = 240'	R = 240'	R = 240'	R = 240'
T = 55.15'	T = 55.15'	T = 55.15'	T = 55.15'
L = 106.12'	L = 106.12'	L = 106.12'	L = 106.12'



A REPLAT OF UNIT No. 164 THRU UNIT No. 170 OF KINGS GATE A CONDOMINIUM SECTION No. 1

LYING IN SECTION 29, TOWNSHIP 38 SOUTH, RANGE 18 EAST
SARASOTA COUNTY, FLORIDA.

DESCRIPTION: UNIT No. 164, 165, 166, 167, 168, 169, 170 OF
KINGS GATE A CONDOMINIUM, SECTION No. 1 RECORDED
IN CONDOMINIUM BOOK 6, PAGE 44, OF THE PUBLIC REC-
ORDS OF SARASOTA COUNTY, FLORIDA.

UNIT TRAILER SITE DEFINITION

A UNIT TRAILER SITE CONSIST OF THE SPACE BOUNDED BY A
VERTICAL PROJECTION OF THE RESPECTIVE UNIT BOUND-
ARY LINES, AND SHALL INCLUDE THE SPACE BETWEEN
FROM THE PLANE OF THE GROUND TO THE CEILING OF THE
THE PLANE OF THE BOTTOM OF THE TRAILER OR TO THE EXIST-
TO A PLANE PARALLEL TO THE GROUND, TWELVE FEET
ABOVE SAID GROUND.

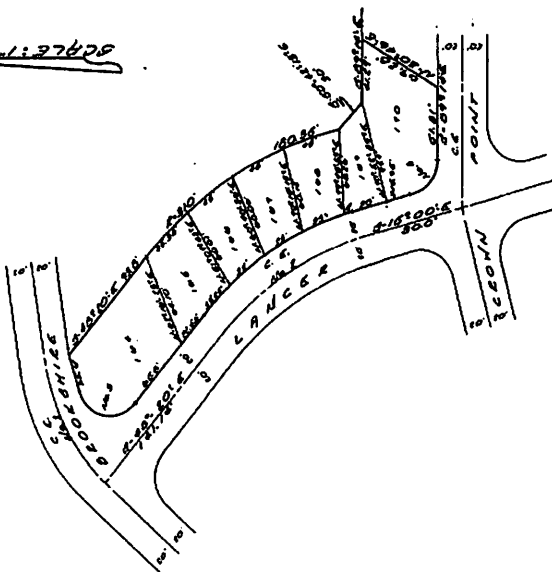
CERTIFICATE OF SURVEYOR:
STATE OF FLORIDA
COUNTY OF SARASOTA

I, THE UNDERSIGNED PROFESSIONAL LAND
SURVEYOR, DO HEREBY CERTIFY THAT THIS
PLAT IS A TRUE REPRESENTATION OF THE
LAND DESCRIBED AND SHOWN HEREON,
AND CORRESPOND WITH THE DESCRIPTION
RECORDED IN A BOOK 111 PAGE 115 PUBLIC
RECORDS OF SARASOTA COUNTY, FLORIDA.
I HAVE BEEN DULY QUALIFIED BY THE
LOCAL BOARD OF SURVEYORS, AND SPECI-
ALLY OF THE COMMISSIONERS AND OF EACH UNIT

William H. Hersh
WILLIAM H. HERSH, P.L.S.
PLS LICENSE NO. 181

AREA	CURVE	AREA	AREA	AREA
11.87180'	11.87180'	11.87180'	11.87180'	11.87180'
11.87180'	11.87180'	11.87180'	11.87180'	11.87180'
11.87180'	11.87180'	11.87180'	11.87180'	11.87180'
11.87180'	11.87180'	11.87180'	11.87180'	11.87180'

C.S. COMMON ELEMENT



COBIA AND HERB, INC.
PROFESSIONAL
SURVEYORS

FILED AND RECORDED
R.W. MACKEY, JR. CLERK
SARASOTA CO., FLA.
JUN 8 2 47 PM '81

523701

CURVE		DATA	
1	2	3	4
Δ	$20^{\circ} 07' 40''$	$31.2^{\circ} 0' 0''$	$23.0^{\circ} 0' 0''$
R	$28.00'$	$25.00'$	$10.00'$
T	0.88	4.93	10.87
L	18.46	9.74	37.64
			41.24

FILED AND RECORDED
R. H. HICKNEY, JR., CLERK
GAINESVILLE, FLA.

JUN 23 3 15 PM '75

534753

A REPLAT OF UNIT No.157 THRU UNIT No.163 OF
KINGS GATE A CONDOMINIUM SECTION No.1
LYING IN SECTION 29, TOWNSHIP 38 SOUTH, RANGE 18 EAST
SARASOTA COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED, A SAVORER DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED AS UNITS 1A7, 1B3, 1C10, 1D1, 1E1, 1F1, 1G1, 1H1, 1I1, 1J1, 1K1, 1L1, 1M1, 1N1, 1O1, 1P1, 1Q1, 1R1, 1S1, 1T1, 1U1, 1V1, 1W1, 1X1, 1Y1, 1Z1, 1AA1, 1AB1, 1AC1, 1AD1, 1AE1, 1AF1, 1AG1, 1AH1, 1AI1, 1AJ1, 1AK1, 1AL1, 1AM1, 1AN1, 1AO1, 1AP1, 1AQ1, 1AR1, 1AS1, 1AT1, 1AU1, 1AV1, 1AW1, 1AX1, 1AY1, 1AZ1, 1BA1, 1BB1, 1BC1, 1BD1, 1BE1, 1BF1, 1BG1, 1BH1, 1BI1, 1BJ1, 1BK1, 1BL1, 1BM1, 1BN1, 1BO1, 1BP1, 1BQ1, 1BR1, 1BS1, 1BT1, 1BU1, 1BV1, 1BW1, 1BX1, 1BY1, 1BZ1, 1CA1, 1CB1, 1CC1, 1CD1, 1CE1, 1CF1, 1CG1, 1CH1, 1CI1, 1CJ1, 1CK1, 1CL1, 1CM1, 1CN1, 1CO1, 1CP1, 1CQ1, 1CR1, 1CS1, 1CT1, 1CU1, 1CV1, 1CW1, 1CX1, 1CY1, 1CZ1, 1DA1, 1DB1, 1DC1, 1DD1, 1DE1, 1DF1, 1DG1, 1DH1, 1DI1, 1DJ1, 1DK1, 1DL1, 1DM1, 1DN1, 1DO1, 1DP1, 1DQ1, 1DR1, 1DS1, 1DT1, 1DU1, 1DV1, 1DW1, 1DX1, 1DY1, 1DZ1, 1EA1, 1EB1, 1EC1, 1ED1, 1EE1, 1EF1, 1EG1, 1EH1, 1EI1, 1EJ1, 1EK1, 1EL1, 1EM1, 1EN1, 1EO1, 1EP1, 1EQ1, 1ER1, 1ES1, 1ET1, 1EU1, 1EV1, 1EW1, 1EX1, 1EY1, 1EZ1, 1FA1, 1FB1, 1FC1, 1FD1, 1FE1, 1FF1, 1FG1, 1FH1, 1FI1, 1FJ1, 1FK1, 1FL1, 1FM1, 1FN1, 1FO1, 1FP1, 1FQ1, 1FR1, 1FS1, 1FT1, 1FU1, 1FV1, 1FW1, 1FX1, 1FY1, 1FZ1, 1GA1, 1GB1, 1GC1, 1GD1, 1GE1, 1GF1, 1GG1, 1GH1, 1GI1, 1GJ1, 1GK1, 1GL1, 1GM1, 1GN1, 1GO1, 1GP1, 1GQ1, 1GR1, 1GS1, 1GT1, 1GU1, 1GV1, 1GW1, 1GX1, 1GY1, 1GZ1, 1HA1, 1HB1, 1HC1, 1HD1, 1HE1, 1HF1, 1HG1, 1HH1, 1HI1, 1HJ1, 1HK1, 1HL1, 1HM1, 1HN1, 1HO1, 1HP1, 1HQ1, 1HR1, 1HS1, 1HT1, 1HU1, 1HV1, 1HW1, 1HX1, 1HY1, 1HZ1, 1IA1, 1IB1, 1IC1, 1ID1, 1IE1, 1IF1, 1IG1, 1IH1, 1IJ1, 1IK1, 1IL1, 1IM1, 1IN1, 1IO1, 1IP1, 1IQ1, 1IR1, 1IS1, 1IT1, 1IU1, 1IV1, 1IW1, 1IX1, 1IY1, 1IZ1, 1JA1, 1JB1, 1JC1, 1JD1, 1JE1, 1JF1, 1JG1, 1JH1, 1JI1, 1JJ1, 1JK1, 1JL1, 1JM1, 1JN1, 1JO1, 1JP1, 1JQ1, 1JR1, 1JS1, 1JT1, 1JU1, 1JV1, 1JW1, 1JX1, 1JY1, 1JZ1, 1KA1, 1KB1, 1KC1, 1KD1, 1KE1, 1KF1, 1KG1, 1KH1, 1KI1, 1KJ1, 1KK1, 1KL1, 1KM1, 1KN1, 1KO1, 1KP1, 1KQ1, 1KR1, 1KS1, 1KT1, 1KU1, 1KV1, 1KW1, 1KX1, 1KY1, 1KZ1, 1LA1, 1LB1, 1LC1, 1LD1, 1LE1, 1LF1, 1LG1, 1LH1, 1LI1, 1LJ1, 1LK1, 1LL1, 1LM1, 1LN1, 1LO1, 1LP1, 1LQ1, 1LR1, 1LS1, 1LT1, 1LU1, 1LV1, 1LW1, 1LX1, 1LY1, 1LZ1, 1MA1, 1MB1, 1MC1, 1MD1, 1ME1, 1MF1, 1MG1, 1MH1, 1MI1, 1MJ1, 1MK1, 1ML1, 1MM1, 1MN1, 1MO1, 1MP1, 1MQ1, 1MR1, 1MS1, 1MT1, 1MU1, 1MV1, 1MW1, 1MX1, 1MY1, 1MZ1, 1NA1, 1NB1, 1NC1, 1ND1, 1NE1, 1NF1, 1NG1, 1NH1, 1NI1, 1NJ1, 1NK1, 1NL1, 1NM1, 1NN1, 1NO1, 1NP1, 1NQ1, 1NR1, 1NS1, 1NT1, 1NU1, 1NV1, 1NW1, 1NX1, 1NY1, 1NZ1, 1OA1, 1OB1, 1OC1, 1OD1, 1OE1, 1OF1, 1OG1, 1OH1, 1OI1, 1OJ1, 1OK1, 1OL1, 1OM1, 1ON1, 1OO1, 1OP1, 1OQ1, 1OR1, 1OS1, 1OT1, 1OU1, 1OV1, 1OW1, 1OX1, 1OY1, 1OZ1, 1PA1, 1PB1, 1PC1, 1PD1, 1PE1, 1PF1, 1PG1, 1PH1, 1PI1, 1PJ1, 1PK1, 1PL1, 1PM1, 1PN1, 1PO1, 1PP1, 1PQ1, 1PR1, 1PS1, 1PT1, 1PU1, 1PV1, 1PW1, 1PX1, 1PY1, 1PZ1, 1QA1, 1QB1, 1QC1, 1QD1, 1QE1, 1QF1, 1QG1, 1QH1, 1QI1, 1QJ1, 1QK1, 1QL1, 1QM1, 1QN1, 1QO1, 1QP1, 1QQ1, 1QR1, 1QS1, 1QT1, 1QU1, 1QV1, 1QW1, 1QX1, 1QY1, 1QZ1, 1RA1, 1RB1, 1RC1, 1RD1, 1RE1, 1RF1, 1RG1, 1RH1, 1RI1, 1RJ1, 1RK1, 1RL1, 1RM1, 1RN1, 1RO1, 1RP1, 1RQ1, 1RR1, 1RS1, 1RT1, 1RU1, 1RV1, 1RW1, 1RX1, 1RY1, 1RZ1, 1SA1, 1SB1, 1SC1, 1SD1, 1SE1, 1SF1, 1SG1, 1SH1, 1SI1, 1SJ1, 1SK1, 1SL1, 1SM1, 1SN1, 1SO1, 1SP1, 1SQ1, 1SR1, 1SS1, 1ST1, 1SU1, 1SV1, 1SW1, 1SX1, 1SY1, 1SZ1, 1TA1, 1TB1, 1TC1, 1TD1, 1TE1, 1TF1, 1TG1, 1TH1, 1TI1, 1TJ1, 1TK1, 1TL1, 1TM1, 1TN1, 1TO1, 1TP1, 1TQ1, 1TR1, 1TS1, 1TT1, 1TU1, 1TV1, 1TW1, 1TX1, 1TY1, 1TZ1, 1UA1, 1UB1, 1UC1, 1UD1, 1UE1, 1UF1, 1UG1, 1UH1, 1UI1, 1UJ1, 1UK1, 1UL1, 1UM1, 1UN1, 1UO1, 1UP1, 1UQ1, 1UR1, 1US1, 1UT1, 1UU1, 1UV1, 1UW1, 1UX1, 1UY1, 1UZ1, 1VA1, 1VB1, 1VC1, 1VD1, 1VE1, 1VF1, 1VG1, 1VH1, 1VI1, 1VJ1, 1VK1, 1VL1, 1VM1, 1VN1, 1VO1, 1VP1, 1VQ1, 1VR1, 1VS1, 1VT1, 1VU1, 1VV1, 1VW1, 1VX1, 1VY1, 1VZ1, 1WA1, 1WB1, 1WC1, 1WD1, 1WE1, 1WF1, 1WG1, 1WH1, 1WI1, 1WJ1, 1WK1, 1WL1, 1WM1, 1WN1, 1WO1, 1WP1, 1WQ1, 1WR1, 1WS1, 1WT1, 1WU1, 1WV1, 1WW1, 1WX1, 1WY1, 1WZ1, 1XA1, 1XB1, 1XC1, 1XD1, 1XE1, 1XF1, 1XG1, 1XH1, 1XI1, 1XJ1, 1XK1, 1XL1, 1XM1, 1XN1, 1XO1, 1XP1, 1XQ1, 1XR1, 1XS1, 1XT1, 1XU1, 1XV1, 1XW1, 1XX1, 1XY1, 1XZ1, 1YA1, 1YB1, 1YC1, 1YD1, 1YE1, 1YF1, 1YG1, 1YH1, 1YI1, 1YJ1, 1YK1, 1YL1, 1YM1, 1YN1, 1YO1, 1YP1, 1YQ1, 1YR1, 1YS1, 1YT1, 1YU1, 1YV1, 1YW1, 1YX1, 1YY1, 1YZ1, 1ZA1, 1ZB1, 1ZC1, 1ZD1, 1ZE1, 1ZF1, 1ZG1, 1ZH1, 1ZI1, 1ZJ1, 1ZK1, 1ZL1, 1ZM1, 1ZN1, 1ZO1, 1ZP1, 1ZQ1, 1ZR1, 1ZS1, 1ZT1, 1ZU1, 1ZV1, 1ZW1, 1ZX1, 1ZY1, 1ZZ1, 1AA1, 1AB1, 1AC1, 1AD1, 1AE1, 1AF1, 1AG1, 1AH1, 1AI1, 1AJ1, 1AK1, 1AL1, 1AM1, 1AN1, 1AO1, 1AP1, 1AQ1, 1AR1, 1AS1, 1AT1, 1AU1, 1AV1, 1AW1, 1AX1, 1AY1, 1AZ1, 1BA1, 1BB1, 1BC1, 1BD1, 1BE1, 1BF1, 1BG1, 1BH1, 1BI1, 1BJ1, 1BK1, 1BL1, 1BM1, 1BN1, 1BO1, 1BP1, 1BQ1, 1BR1, 1BS1, 1BT1, 1BU1, 1BV1, 1BW1, 1BX1, 1BY1, 1BZ1, 1CA1, 1CB1, 1CC1, 1CD1, 1CE1, 1CF1, 1CG1, 1CH1, 1CI1, 1CJ1, 1CK1, 1CL1, 1CM1, 1CN1, 1CO1, 1CP1, 1CQ1, 1CR1, 1CS1, 1CT1, 1CU1, 1CV1, 1CW1, 1CX1, 1CY1, 1CZ1, 1DA1, 1DB1, 1DC1, 1DD1, 1DE1,

KINGS GATE REPLAT	
SCALE: 1"=500'	DATE: 5-29-75
DRAWN BY: <i>James M. Galt</i>	
CHECKED BY: <i>James M. Galt</i>	
PROJECT NO. 53201	
SHEET NO. 1 OF 1	

REC 1083 Pg 196

EXHIBIT A-2

