



**CERTIFICATE OF AMENDMENT
TO THE
SECOND AMENDED AND RESTATED DECLARATION
OF CONDOMINIUM OF
KINGMAN ACRES CONDOMINIUM, VILLAGE IIA**

The Amended and Restated Declaration of Condominium for Kingman Acres Condominium, Village IIA has been recorded in the public records of Martin County, Florida at Official Records Book 1887, Page 1485, et. seq., and Amended and Restated at Official Records Book 2979, Page 473, et. seq. The same Second Amended and Restated Declaration of Condominium for Kingman Acres Condominium, Village IIA is amended as approved by the membership by vote sufficient for approval at the members' meeting held on March 1, 2018, and approved by the Board of Directors at a directors' meeting.

1. Section 1 is amended as follows:

1. The lands and improvements more particularly described in Exhibit "A" were, and are, submitted to condominium ownership by Citizens and Southern Realty Investors. The name by which this condominium is to be identified is KINGMAN ACRES CONDOMINIUM VILLAGE IIA.

2. Section 4 is amended as follows:

4. Appurtenances to Condominium Units The owner of each condominium unit shall own an undivided share and interest in the condominium property as set forth in Exhibit "C", which share and interest shall be appurtenant to the condominium unit.

(The balance of Section 4 remains unchanged).

3. Exhibits "A", "B", and "C" of the Second Amended and Restated Declaration of Condominium Village IIA are attached hereto.

4. The foregoing amendment to Second Amended and Restated Declaration of Condominium for Kingman Acres Condominium, Village IIA was adopted by the membership by a vote sufficient for approval at the members' meeting on March 1, 2018, and approved by the Board of Directors at a directors' meeting.

5. All provisions of the Second Amended and Restated Declaration of Condominium for Kingman Acres Condominium, Village IIA are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 6 day of March 2018.

WITNESSES AS TO PRESIDENT:

KINGMAN ACRES CONDOMINIUM VILLAGE II-A, INC.

Stephanie W. Adams
Printed Name: Stephanie W. Adams

By: Steve Popach
STEVE POPACH, President

Kim Hauck
Printed Name: Kim Hauck

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledge before me on March 6, 2018, by Steve Popach, as President of Kingman Acres Condominium Village II-A, Inc. [] who is personally known to me, or [X] who has produced identification [Type of Identification: GA DRIVER'S LICENSE #052974120].

Notarial Seal



Kim M. Hauck
Notary Public

WITNESSES AS TO SECRETARY:

KINGMAN ACRES CONDOMINIUM VILLAGE II-A, INC.

Stephanie W. Adams
Printed Name: Stephanie W. Adams

By: Jon Marion
JON MARION Secretary

Kim Hauck
Printed Name: Kim Hauck

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledge before me on March 6, 2018, by Jon Marion, as Secretary of Kingman Acres Condominium Village II-A, Inc. [] who is personally known to me, or [X] who has produced identification [Type of Identification: FL DRIVER'S LICENSE #NW650-427-42-410-0].

Notarial Seal



Kim M. Hauck
Notary Public

EXHIBIT "A"

Land in Martin County, Florida:

Start at the Northwest Corner of Section 15, Township 38 South, Range 41 East; thence run S 89° 25' 42" E along the North line of said Section 15, a distance of 295.00 feet; then run S 00° 44' 18" W, a distance of 350.00 feet; for the Point of Beginning; thence run S 39° 13' 26" E, a distance of 378.31 feet; thence run S 50° 46' 24" W, a distance of 140.89 feet; thence run S 00° 44' 18" W, a distance of 117.79 feet; thence by curve to the left, with radius of 25.00 feet, run a distance along the arc of 26.29 feet, through a central angle 60° 15' 13"; thence run S 59° 30' 55" E, a distance of 213.66 feet; thence run S 50° 46' 24" W, a distance 53.31 feet; thence run N 59° 30' 55" W, a distance of 27.89 feet; thence run S 30° 29' 05" W, a distance of 110.00 feet; thence run S 59° 30' 55" E, a distance of 60.00 feet; thence run S 30° 29' 05" W, a distance of 147.50 feet; thence run N. 59° 30' 55" W, a distance of 15.47 feet; thence by curve to the left with radius of 37.50 feet, run a distance along the arc of 70.47 feet, through a central angle of 107° 40' 34"; thence run N 89° 15' 42" W, a distance of 38.33 feet; thence run N 00° 44' 18" E, a distance of 323.33 feet; thence run N 89° 15' 42" W, a distance of 110.00 feet; thence run N 00° 44' 18" E, a distance 351.67 feet; thence run N 21° 19' 21" E, a distance of 71.11 feet, thence run N 00° 44' 18" E, a distance of 175.00 feet to the Point of Beginning.

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SURVEYOR'S CERTIFICATE

STATE OF FLORIDA)

COUNTY OF MARTIN)

Before me, the undersigned authority duly authorized to administer oaths, personally appeared LEE BROCK, who having been duly sworn, deposes and says:

1. He is a duly registered land surveyor under the laws of the State of Florida, and he has made a recent survey of the lands described in the foregoing Declaration of Condominium, and said survey is true and correct to the best of his knowledge and belief, and there are no above-ground encroachments unless otherwise noted.

2. I hereby certify that the Declaration of Condominium of Kingman Acres Condominium Village IIA, together with the exhibits attached thereto, constitutes a correct representation of the improvements located upon the real property described therein, and the construction of the improvements described therein is sufficiently complete so that the survey and plot plan included as exhibits to the Declaration of Condominium, together with the wording of the Declaration relating to matters of survey, is a correct representation of the improvements therein described, and, further, that with such materials there can be determined therefrom the identification, location, and dimensions of the common elements and of each condominium unit.

3. Further Affiant saith not.


Lee Brock

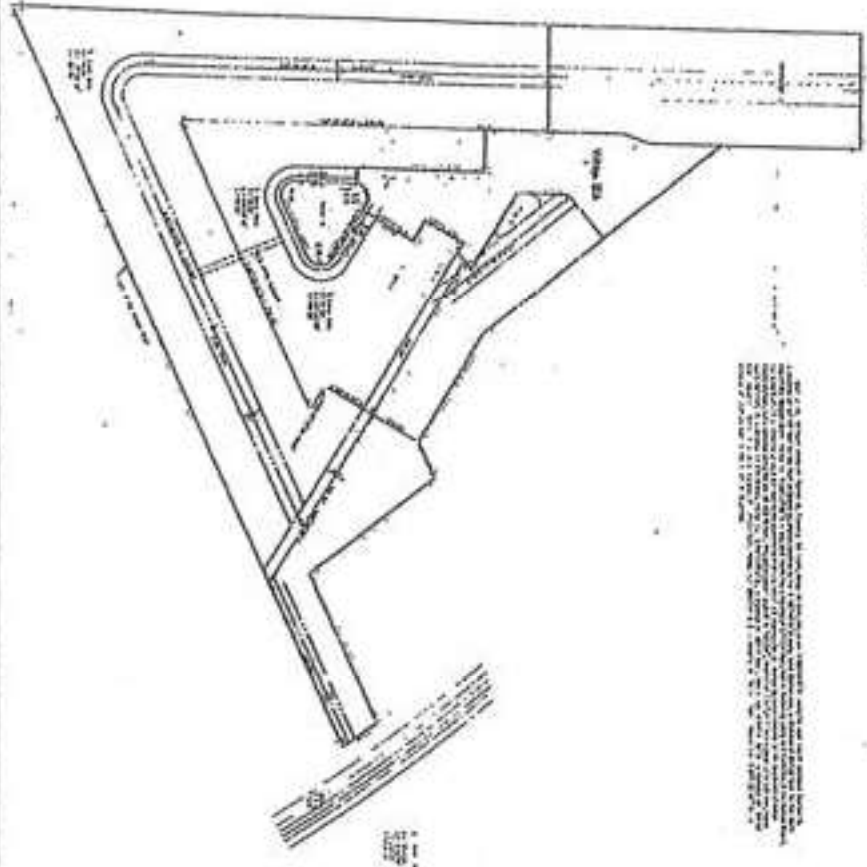
Sworn to and subscribed before me
this 5 day of April, 1976.


Notary Public, State of Florida as Large

(SEAL)

My Commission Expires: _____

COMPOSITE EXHIBIT 1

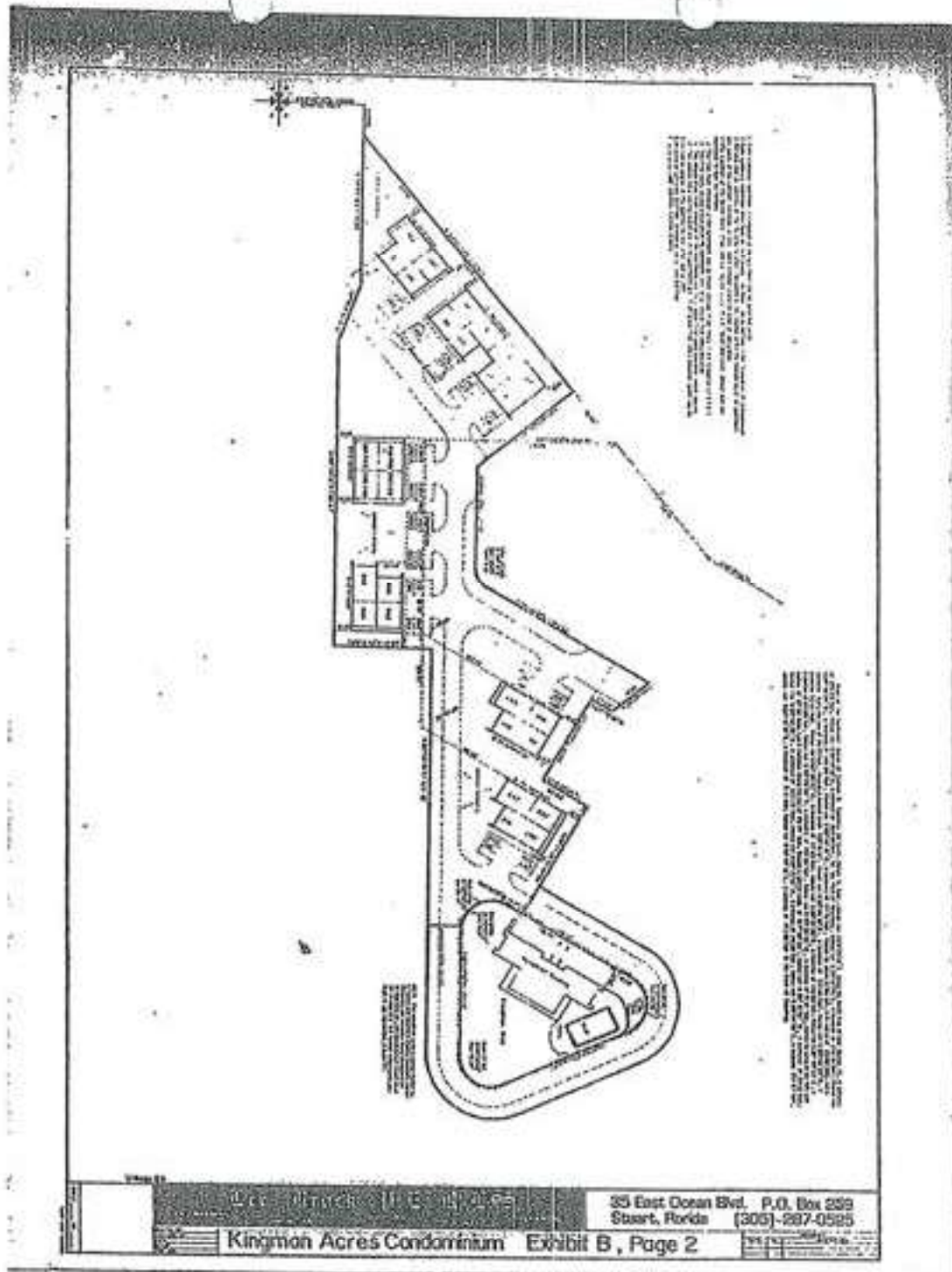


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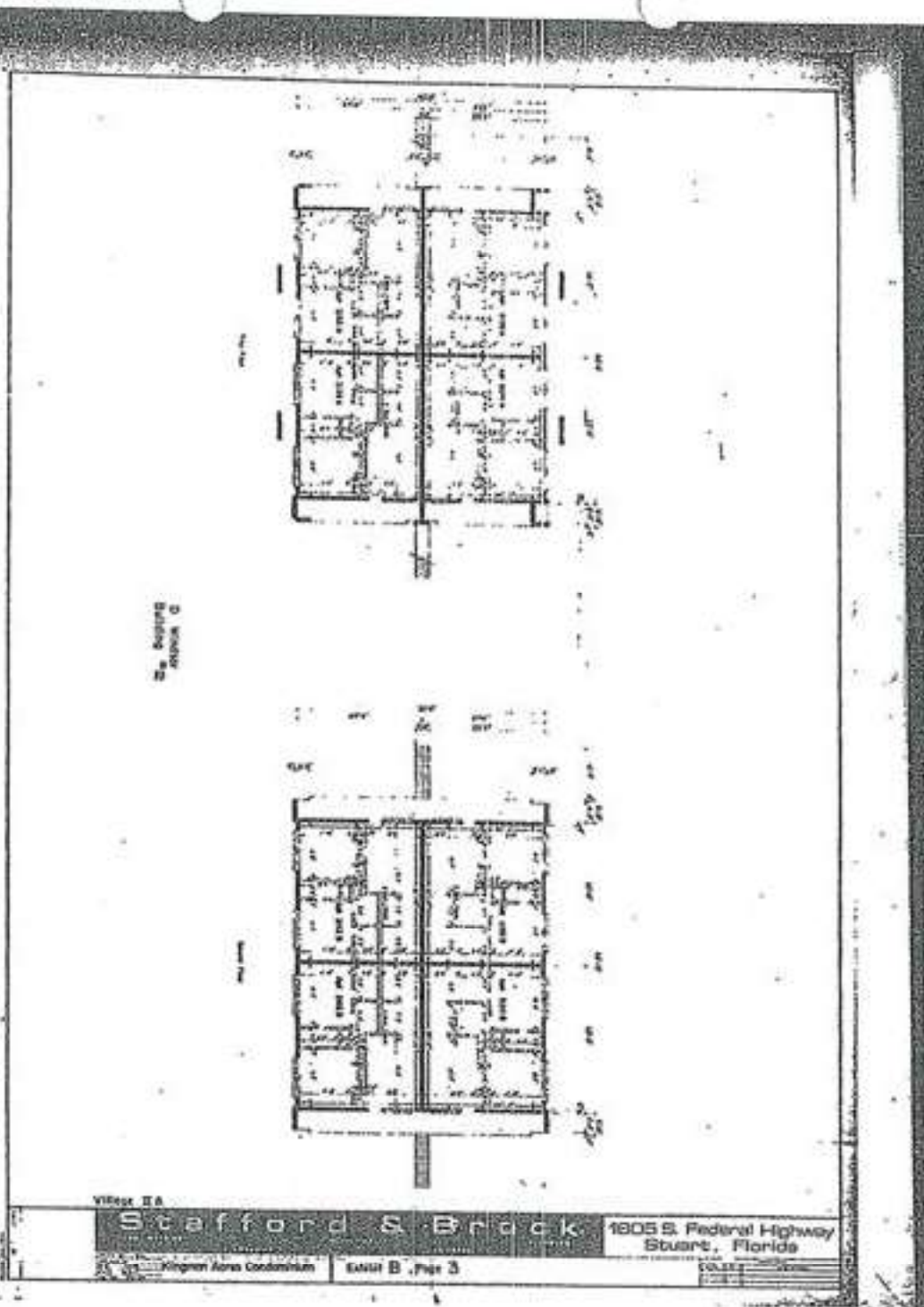
Stafford & Erbeck 1905 S. Federal Highway
 Stuart, Florida
 Kingman Acres Condominium Exhibit B, Page 1

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418 PAGE 512



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FLOOR
PLAN

11. North
Entrance

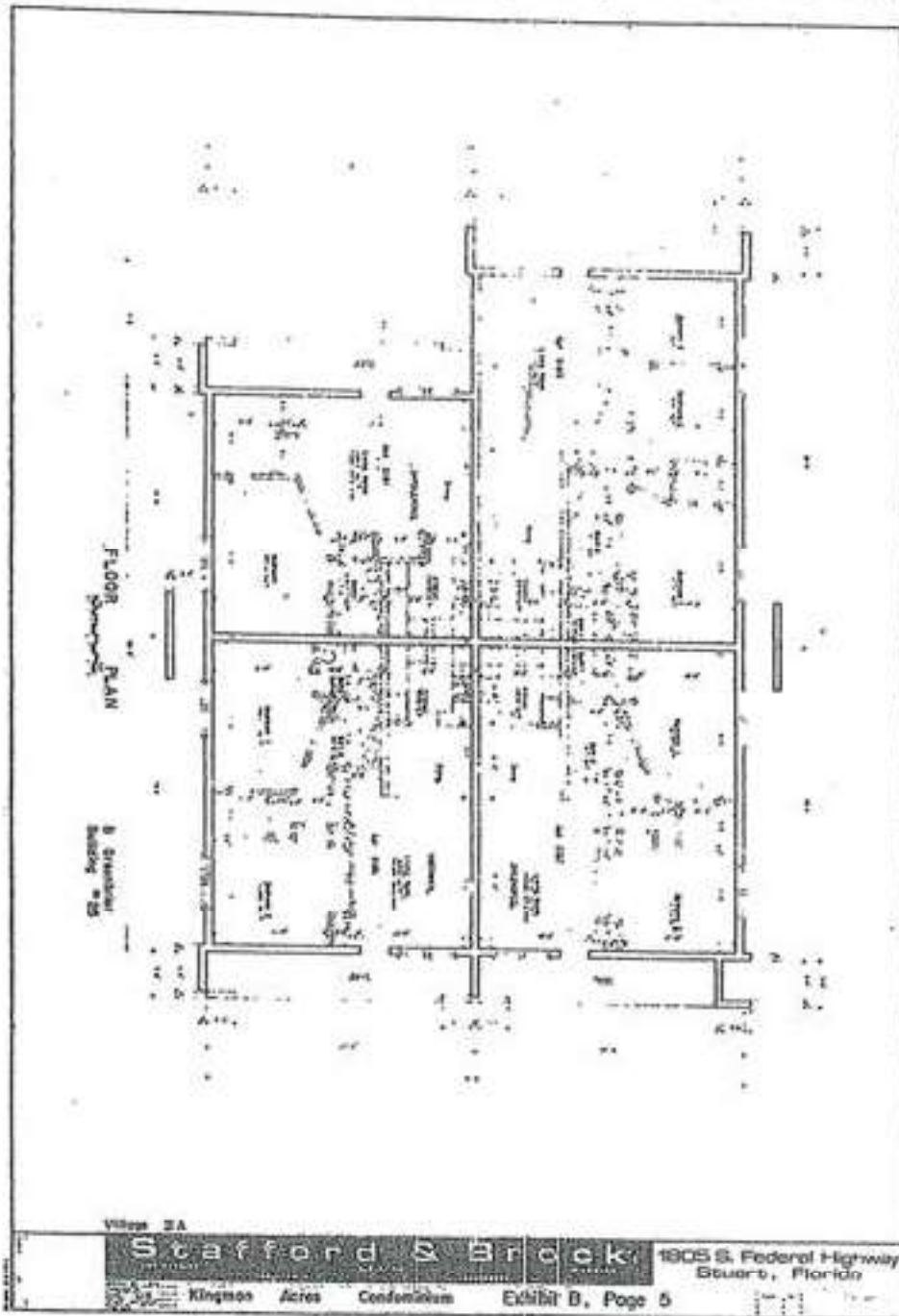
Village 2A



Kingman Acres Condominium

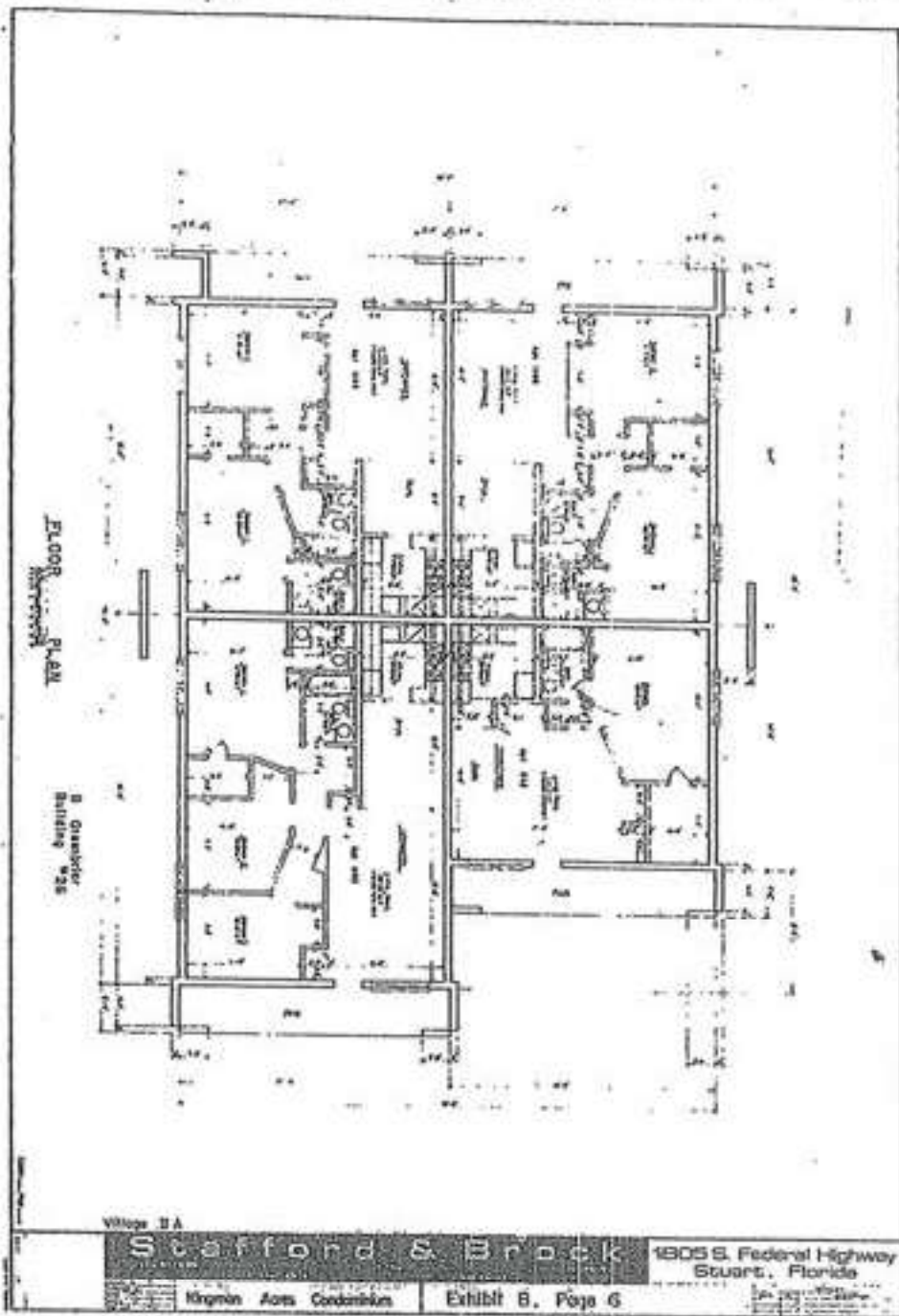
Exhibit B, Page 4

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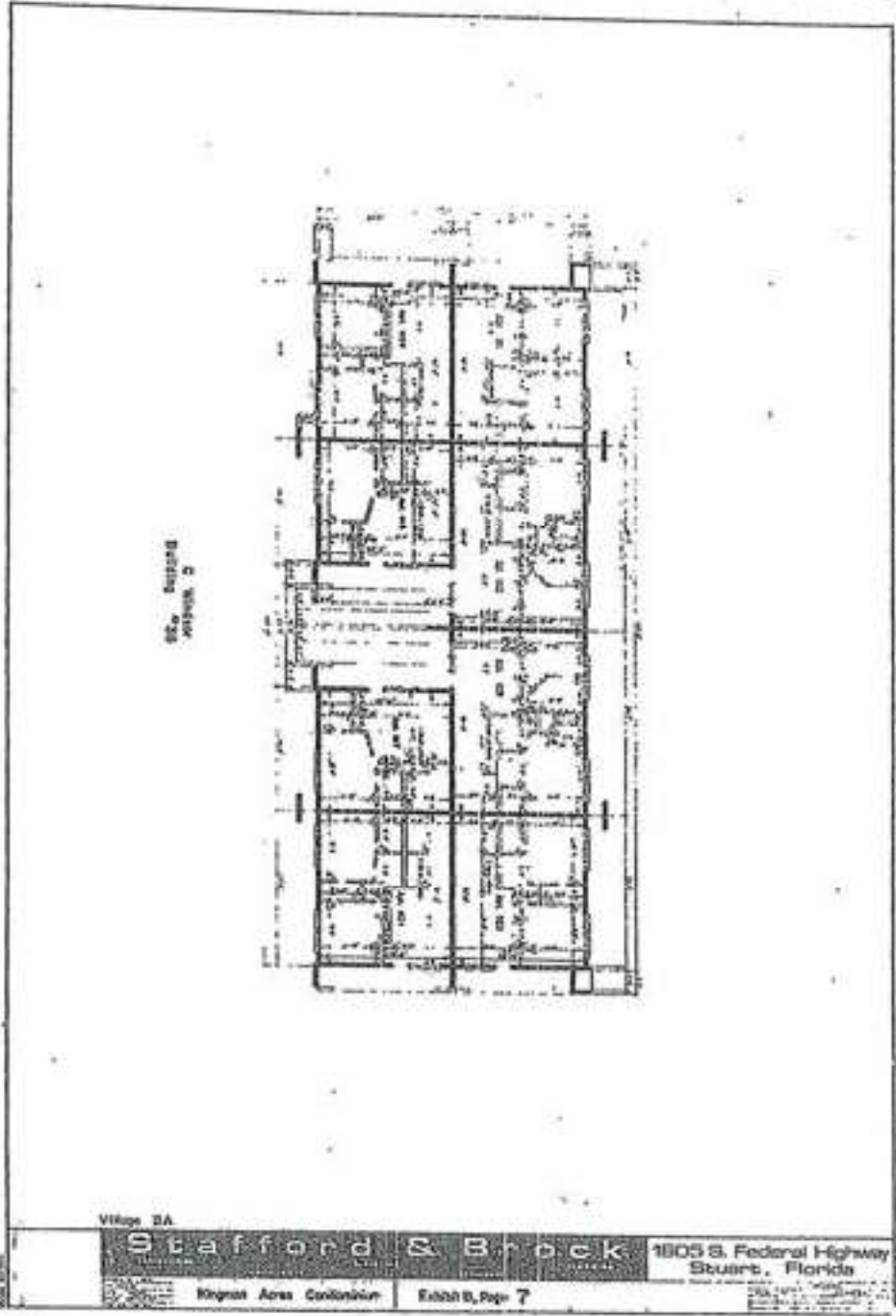


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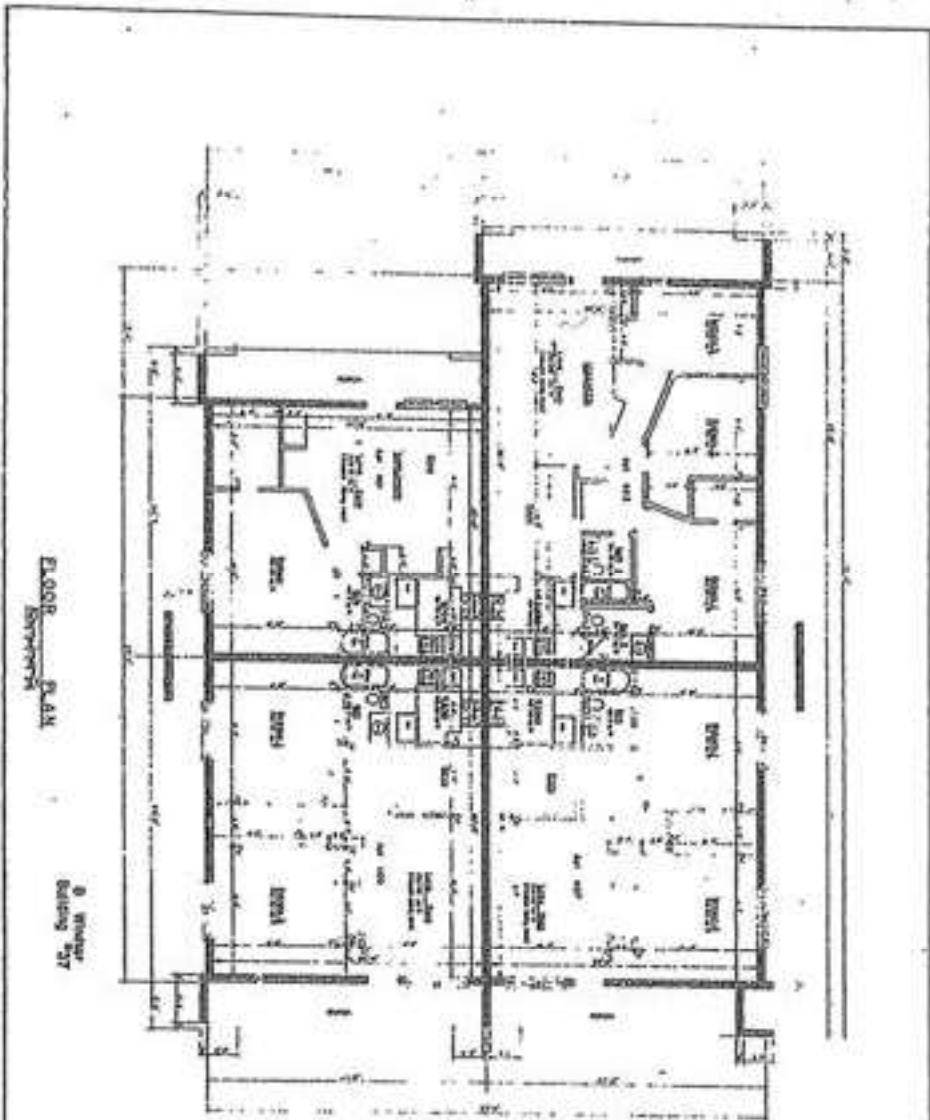
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FLOOR PLAN

0 inches
Scale 1/8" = 1'-0"

Stafford & Brock
1805 S. Federal Highway
Stuart, Florida

Kingman Acres Condominium

Exhibit B, Page 8

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EXHIBIT "C"

PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS

<u>Unit</u>			<u>Unit</u>		
1101	Wayne Road	.02477	2150A	Letha Court	.03143
1103	Wayne Road	.03713	2150B	Letha Court	.03143
1105	Wayne Road	.03143	2152A	Letha Court	.03143
1107	Wayne Road	.03143	2152B	Letha Court	.03143
1109	Wayne Road	.03143	2154A	Letha Court	.03143
1111	Wayne Road	.03143	2154B	Letha Court	.03143
1113	Wayne Road	.02477	2156A	Letha Court	.03143
1115	Wayne Road	.03713	2156B	Letha Court	.03143
1117	Wayne Road	.02477	2158	Letha Court	.02477
1119	Wayne Road	.03713	2160	Letha Court	.03713
1121	Wayne Road	.03143	2162	Letha Court	.03143
1123	Wayne Road	.03143	2164	Letha Court	.03143
1140	Wayne Road	.03713	2181	Letha Court	.02477
1142	Wayne Road	.02477	2183	Letha Court	.03713
1144	Wayne Road	.03143	2185	Letha Court	.03143
1146	Wayne Road	.03143	2187	Letha Court	<u>.03143</u>
			TOTAL		1.00000

2nd A&R
Declaration

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CHAPTER I

SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF KINGMAN ACRES CONDOMINIUM VILLAGE IIA

The Declaration of Condominium of Kingman Acres Condominium Village IIA was filed in the public records of Martin County, Florida at Official Records Book 418, Page 488, et seq.

DS

1. The name by which this condominium is to be identified is KINGMAN ACRES CONDOMINIUM VILLAGE IIA.

2. Definitions. The terms used in this Second Amended and Restated Declaration of Condominium of Kingman Acres Village IIA (also referred to as "Declaration") and its exhibits, including the Articles of Incorporation and By-laws of the KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC. shall be defined in accordance with the provision of Chapter 718, Florida Statutes (the "Condominium Act"), as amended from time to time, and as follows unless the context requires;

2.1 Condominium unit or unit means unit as defined by the Condominium Act.

2.2 Condominium unit owner or unit owner means a unit owner as defined by the Condominium Act.

2.3 Condominium owner means the owner of a condominium unit.

2.4 Association means KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC., and its successors.

2.5 Club means Kingman Acres Club, Inc., a non-profit Florida corporation, which owns the recreation area and in which each unit owner is required to be a member.

2.6 Common elements shall include:

(a) All of those items stated in the Condominium Act

(b) Tangible personal property required for the maintenance and operation of the Condominium, even though owned by the Association.

(c) All Condominium property not included in the unit or in the Recreation area.



2.7 Recreation Area means those lands and facilities owned by the Club, the use and operation of which are subject to and more particularly described in the By Laws of Kingman Acres Club, Inc. The area is available for use by the unit owners. The Recreation Area shall be administered by the Club on behalf of the unit owners, and shall be available for use by the unit owners. The Club has rules providing for the exclusive use of the facilities, if such exclusive use is made available for all unit owners.

2.8 Common expenses include:

(a) Expenses of administration and management of the Association and of the Condominium property.

(b) Expenses of maintenance, operation, repair or replacement of the common elements, limited common elements, and of the portion of the unit to be maintained by the Association.

(c) The costs of carrying out the powers and duties of the Association.

(d) The costs and operating expenses required under the terms and provisions under the bylaws of the Club.

(e) Expenses declared common expenses by the provisions of this Declaration or by the By Laws of the Association.

(f) Any valid charge against the Condominium property as a whole.

2.9 Condominium means all of the Condominium property as a whole, including the lands and all improvements thereon, and all easements and rights of way appurtenant thereto intended for use in connection with the Condominium.

2.10 Utility services shall include but not limited to electric power, gas, water, air conditioning, and garbage and sewer disposal.

3. The Condominium is described as follows:

3.1 A survey of the land and a graphic description of the improvements in which units are located which, together with this Declaration, identifies each unit by letter, name or number, so that no unit bears the same designation as any other unit, and a plot plan thereof, all in sufficient detail to identify the common elements and each unit and their respective locations and approximate dimensions, are attached hereto as Composite Exhibit "B".

3.2 Easements are expressly provided for and reserved in favor of the owners of the condominium units, their guests and invitees, as follows:

(a) Utility easements are reserved through the Condominium property as may be required for utility services in order to serve the Condominium adequately, provided, however, such easements shall be only according to the plans and specifications of the building, unless approved in writing by a condominium unit owner.

(b) Encroachments In the event that any condominium unit shall encroach upon any of the common elements or upon any other condominium unit owner for any reason other than the intentional or negligent act of the condominium unit owner, or in any event any common element shall encroach upon any condominium unit, then an easement shall exist to the extent of such an encroachment as long as the same shall exist.

(c) Traffic An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the common elements as may be intended and designated for such purposes and use; and for vehicles and pedestrian traffic over, through and across such portions of the common elements be paved and intended for such purposes, and such easements shall be for the use and benefit of the condominium unit owners, however, noting herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that space may be specifically designated and assigned for parking purpose

3.3 Condominium Unit Boundaries The boundaries of the condominium units are as follows:

(a) The upper and lower boundaries of the condominium unit shall be the following boundaries extended to an intersection with the perimeter boundaries:

(1) Upper Boundaries - The horizontal plane of the undecorated finished ceiling

(2) Lower Boundaries - The horizontal plane of the undecorated finished floor.

(b) The perimeter boundaries of the condominium unit shall be the vertical planes of the undecorated finished interior of the walls bounding the condominium unit extending to intersections with each other and with the upper and lower boundaries, and where there is attached to the building a terrace, the perimeter boundaries shall be extended to include the same.

3.4 Condominium Units There are thirty-two (32) condominium units upon the lands herewith submitted to condominium ownership, said lands and condominium units

being referred to as "Kingman Acres Condominium Village IIA". Each unit is identified by use of a number and street name so that no unit bears the same designation as any other unit.

DS

4. Appurtenances to Condominium Units The owner of each condominium unit shall own an undivided share and interest and certain interest in the condominium property, which share and interest shall be appurtenant to the condominium unit.

5. Vehicles, Parking and Penalties

5.1 Automobile Parking Space is limited to one (1) space per condominium unit. Guest spaces are for visitor parking only, not to exceed three (3) days. Prior permission must be obtained from the Board for a longer use of the guest space.

5.2 A Unit Owner cannot transfer or assign use of their parking space. Exceptions require prior Board approval.

5.3 Additional Vehicles must park in the designated overflow areas.

5.4 Trucks, motorcycles, recreational vehicles and trailers are prohibited in the parking areas. Commercial vehicles are also prohibited, except for providing same day service for a unit owner.

5.5 Parking in Kingman Acres Village IIA streets is prohibited due to public safety concerns.

5.6 All vehicles must be registered and in working order. Repair of vehicles is prohibited within Kingman Acres Village IIA.

5.7 Violation of these rules and restrictions may result in fines and/or towing as determined by the Board. The Board may pursue any and all other legal remedies available to it as well.

5.8 Exceptions to these rules and restrictions must receive prior approval from the Board.

6. Maintenance, Alterations and Improvements Responsibility for the maintenance of the Condominium property, and restrictions upon its alteration and improvements, shall be as follows:

6.1 Condominium Units

(a) By the Association The Association shall maintain, repair and replace at the Association's expense:

- (1) All common elements and limited common elements
 - (2) All portions of a condominium unit, except interior surfaces, contributing to the support of the building, which portions shall include but not limited to load-bearing columns and load-bearing walls.
 - (3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a Condominium unit that service part or parts of the Condominium other than the Condominium unit within which contained.
 - (4) All incidental damage caused to a Condominium unit by reason of maintenance, repair and replacement accomplished under the provisions of 6.1 (a)(1), (2) and (3) above.
- (b) By the Condominium Unit Owner The responsibility of the Condominium unit owner for maintenance, repair and replacement shall be as follows:
- (1) To maintain, repair and replace portions of his/her condominium unit, except the portions to be maintained, repaired, and replaced by the Association. Included within the responsibility of the Condominium unit owner shall be windows, screens, and doors opening into the unit. All patio enclosures likewise are the responsibility of the owner. All such maintenance, repairs and replacement shall be done without disturbing the rights of other Condominium unit owners, and all installations of shutters and protective coverings must be in compliance with City and State codes.
 - (2) A Condominium unit owner is responsible for painting and decorating the area inside the screened portion of the unit.
 - (3) To report promptly to the Association any defect or need for repairs for which the Association is responsible.
 - (4) Maintain insurance coverage of personal property, such as jewelry and furniture, and provide personal liability.

6.2 Alteration and Improvements There shall be no alteration or further improvements of common elements without the prior approval, in writing, by 2/3's (66.67%) of all Condominium unit owners, together with approval of the Board of Directors. The cost of such alteration or improvements shall be a common expense and so assessed. Any such alteration and improvement shall not interfere with the rights of any Condominium unit owner without prior consent.

7. Assessments The making and collecting of assessments against Condominium unit owners for a proportionate share of the common expenses, and for reserves as may be established by the Association, shall be pursuant to the By-laws of the Association, subject to the following provisions:

7.1 Share of the Common Expenses Each Condominium unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being in the same as the undivided share in the common elements appurtenant to the Condominium unit owned by him.

7.2 Interest; Late Fees; Application of Payments Assessments are payable monthly, quarterly, annually, or a combination thereof, as determined by the Board of Directors. If the assessment is not received within ten (10) days of the due date, a late fee of \$25.00 will be assessed to that particular owner. The Association may also charge interest at the maximum rate provided by law. All payments will be applied in accordance with the Condominium Act, as amended from time to time.

7.3 Lien For Assessments The Association shall have a lien against each Condominium unit for any unpaid assessments against the owner thereof, and for interest and late fees accruing thereon, which lien shall also secure reasonable attorneys' fees incurred by the Association incidental to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said liens may be recorded among the Public Records of Martin County, Florida by filing a claim therein which states the legal description of the Condominium unit, and the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien, including attorneys' fees, shall have been paid. The claim of lien is effective from and shall relate back to the recording of the original Declaration of Condominium. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records. Such claims of liens may be signed and verified by an officer of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at the unit owner's expense. All such liens shall subordinate to the liens of mortgagees or other liens recorded prior to the date of recording the claim of lien; and all such liens may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property; provided, however, that the Association shall give a delinquent unit owner notice of its intention to foreclose in accordance with the Condominium Act, as amended from time to time. In any such foreclosure, the owner of the Condominium unit subject to the lien shall be required to pay a reasonable rental for the Condominium unit, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association may also, at its option, sue to recover the same. The Association may also, at its option, sue to recover a money judgement for unpaid assessments without waiving the lien securing the same. In

the event a mortgagee of a first mortgage of record shall obtain title to the Condominium unit as the result of a foreclosure of a first mortgage, or in the event an institutional mortgagee as to the first mortgage of record shall obtain title to a unit as the result of a conveyance in lieu of such foreclosure of such first mortgage, such acquirer of title shall be liable for assessments accruing prior to the acquisition of title in accordance with the Condominium Act, as amended from time to time. Any such unpaid share of common expenses or assessments, chargeable against any Condominium unit transferred in lieu of a foreclosure, shall be deemed a common expense, to be paid in the same manner as other common expenses of the Condominium by all of the Condominium owners.

7.4 Liability for Assessments. A unit owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments, late fees, interest, attorney's fees and costs which come due while he or she is the unit owner. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments, interest, late fees, attorney's fees and costs that came due up to the time of transfer of title.

8. Association The Condominium shall be operated by an entity known as KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its function pursuant to the following provisions:

8.1 Articles of Incorporation A copy of the Articles of Incorporation of the Association, which set forth its powers and duties is included. See Chapter II.

8.2 Limitation upon Liability of Association Notwithstanding the duty of the Association to maintain and repair portions of the Condominium property, the Association shall not be liable to Condominium unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

8.3 Restraint upon Assignment of Shares and Assets The share of a member in the funds and assets of the Association shall not be assigned, pledge, or transferred in any manner except as an appurtenance to the owners condominium unit.

8.4 Approval or Disapproval of Matters Whenever the decision of a Condominium unit owner is required on any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

8.5 Voting Rights The voting rights of the unit owners shall be as provided in the By laws.

9. The Insurance, other than title insurance, that shall be carried on the Condominium property and the property of the Condominium unit owners, shall be governed by the following provision:

9.1 Authority to Purchase: Named Insured All insurance policies on the Condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Condominium unit owners, without naming them, and as for their mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and certificates of insurance to the mortgagees of Condominium unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the insurance trustee, if any. Unit owners must obtain coverage at their own expense for their personal property and for their personal liability and living expenses. Evidence of such coverage shall be provided to the Board upon request.

9.2 Coverage

1. Association

(a) Property All buildings and improvements on the Condominium property shall be insured in an amount equal to the insurance replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. An annual appraisal of the buildings will be contracted annually for this purpose. The policies will be available for inspection by unit owners. Coverage shall afford protection against:

- (1) Causes of Loss – Special Perils - \$1,000 deductible
- (2) Replacement Cost valuation
- (3) Windstorm including hurricane coverage with a 5% deductible
- (4) All Other Perils with a \$5,000 deductible per occurrence per building

(b) General Liability with limit of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, including Non-Owned Auto mobile Liability

(c) Workers Compensation with coverage to meet legal requirements

(d) Directors and Officers Liability coverage with a \$1,000,000 limit Each Loss

(e) Commercial Crime coverage with a minimum limit of \$100,000 for Employee Dishonesty, and Forgery & Alteration.

(f) Umbrella Liability with a minimum limit of \$5,000,000.

2. Unit Owners Unit owners must obtain coverage, known as Condominium Unit Owners coverage, such as on form HO-6, on their own unit at their expense. Unit owners are required to show proof of such coverage to the Association annually if requested. That coverage must include the following coverages:

(a) Property This insurance must include coverage for the interior of their unit not included on Building coverage provided by the Association, and their Personal Property (contents) in the unit. Perils must include a minimum of fire and windstorm insurance.

(b) Personal Liability Coverage must include for any injury to others not residing in the unit which occurs within their unit, and for which is not covered on the Association policy.

9.3 Premiums on insurance policies purchased by the Association shall be paid by the Association as a common expense, and will be included as an item in the annual budget.

9.4 Insurance Trustees: Share of Proceeds All insurance policies purchased by the Association shall be for the benefit of the Association and the Condominium unit owners and their mortgages as their interest may appear, and shall provide that all proceeds shall be paid to the Association's attorney or another designated person as Trustee. The Insurance Trustee shall not liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the condominium unit owners and their mortgagees.

(a) Proceeds on Account of Damage to Common Elements An undivided share for each condominium unit owner, such share being the same as the undivided share in the common elements and limited common elements to the owners unit.

(b) Condominium Units Proceeds on account of damage to Condominium units shall be held in the following individual shares:

(1) When an individual building is to be restored; for the owners of damaged Condominium units in proportion to the cost of repairing the damage suffered by each Condominium unit owner, said cost to be determined by the Association.

(2) When an individual building is not to be restored; an undivided share for each Condominium unit owner in said building, such share being in the same

proportion as each unit owner's undivided share in the common elements bears to the total of the undivided shares appurtenant to all of the units contained in the building.

(c) Mortgages In the event a mortgagee endorsement has been issued to a Condominium unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interest may appear. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any and all sums of insurance proceeds applicable to its mortgage unit.

9.5 Distribution of Proceeds Proceeds of insurance policies received by the Insurance Trustee shall be distributed to and for the benefit of the beneficial owners in the following manner:

(a) All expenses of the Insurance Trustee shall be paid first.

(b) If the damage to which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittance to Condominium unit owners and their mortgages being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Condominium unit.

(c) If it is determined that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittance to Condominium owners and their owners and their mortgagees being payable jointly to them.

(d) In making distribution to Condominium unit owners and their mortgages, The Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the Condominium unit owners and their respective shares of the distribution.

9.6 Association as Agent The Association is hereby irrevocably appointed agent for each Condominium unit owner and for each owner of any other interest in the Condominium property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver release upon payment of a claim.

10. Reconstruction or Repair after Property Loss

10.1 Determination to reconstruct for repair If any part of the Condominium property shall be damaged by a covered loss, whether or not it shall be reconstructed or repaired, shall be determined in the following manner:

(a) Common Element If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired.

(b)

(1) Lessor Damage If the damaged improvement is a building, and if the unit to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired.

(2) Major Damage if the damaged improvement is a building, and if units to which more than fifty percent (50%) of the common elements are appurtenant and found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired, and the Condominium will be terminated without agreement, unless within sixty (60) days after the loss, the owners of 80% of the common elements agree in writing to such reconstruction or repair.

(c) Certificate The Insurance Trustee may rely upon a certificate of the Association made by its President and attested by its Secretary as to whether or not the damaged property is to be reconstructed or repaired.

10.2 Plans and Specifications Any reconstruction or repair must be according to the plans and specifications approved by the Board of Directors of the Association. If the damaged property is a Condominium building, there must be approval of 2/3's (66.67%) of the owners of that building, including the owners of all damaged units together with the approval of the mortgagees holding first mortgages on all damaged units.

10.3 Responsibility If the damage is only to parts of one condominium unit for which the responsibility of maintenance and repair is that of the Condominium owner, then the said owner shall be responsible for reconstruction and repair after loss. In all other instances, the responsibility of reconstruction and repair after loss shall be that of the Association.

10.4 Estimate of Costs Immediately after a determination is made to rebuild or repair damage to property for which the Association has responsibility of reconstruction or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild and repair.

10.5 Assessments If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair by the Association, assessments shall be made against the Condominium unit owners who own the damaged Condominium units, and against all Condominium unit owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against

Condominium unit owners shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's obligation for common expenses.

10.6 Construction Funds The funds for payment of costs of reconstruction or repair after loss, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Condominium unit owners, shall be disbursed in payment of such costs in the following manner:

(a) Association If the amount of the estimated costs of reconstruction or repair that is the responsibility of the Association is more than \$25,000, and if the Association levies assessments in order to provide funds for payments of such reconstruction or repair, then the Association shall deposit with the Insurance Trustee. In all other cases, the Association will hold the funds paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee The proceeds of insurance collected due to loss, and the sums deposited with the Insurance Trustee by the association from collections of assessments from unit owners on account of such loss shall constitute a construction fund from which shall be disbursed in payment of the costs of reconstruction and repair in the following order and manner:

(1) Association Lesser Damage If the amount of the estimated costs of reconstruction or repair that is the responsibility of the Association is less than \$25,000, then the construction fund shall be disbursed to the Association for proper disbursements.

(2) Association Major Damage If the amount of the estimated costs of reconstruction or repair that is the responsibility of the Association is more than \$25,000, then the construction fund shall be disbursed by the Insurance Trustee in payment of such costs in the manner required by the Board of Directors of the Association.

(3) Condominium Unit Owner The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Condominium unit owner shall be paid to said owner or any mortgagee as their interest may appear.

(4) Surplus It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the owners of the fund, except, however, that the part of a distribution to an owner that is not in excess

of assessments paid by such owner to the construction fund shall not be payable to any mortgagee.

(5) Certificate The Insurance Trustee may rely on a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that he sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that a mortgagee is required in this instrument to be named as payee, the Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner.

11. Use Restrictions The use of the Condominium property shall be in accordance with the following provisions as long as the Condominium Association exists:

11.1 Condominium Units Each of the Condominium units shall be occupied only as a single family dwelling by the owner and members of the owner's immediate family. The immediate family is defined as owner and spouse and their children, natural or adopted. Corporate ownership of a unit is not permitted. Each unit is not allowed occupancy of more than 2 persons per bedroom. No person, other than an approved lessee and approved occupants under a lease, may occupy the unit for more than 14 consecutive days without the owner being in residence. Any exception to the above requires prior approval by the Board of Directors.

11.2 Common Elements and Limited Common Elements The common elements and limited common elements shall be used only for which they are intended in the furnishing of services and facilities for the enjoyment of the Condominium unit owners in accordance with such rules and regulation as may be promulgated by the Association as provided in subparagraph 11.9 below.

11.3 Commercial Activity Prohibited No commercial activity is allowed within the units of the Association.

11.4 Pets One pet will be permitted in each unit. Dogs are permitted up to a maximum mature weight of 25 lbs. Dogs must be on a leash at all times when outside the unit, per Martin County Leash Law.

(a) A Pet Agreement must be signed by the unit owner which requires a pet to be licensed by the City of Stuart. Documentation of all necessary shots is also required.

(b) Cats must be maintained as inside pets. Cats that are allowed outside the unit are considered "feral" and will be reported to Animal Control.

(c) Pets of Renters and Visitors must satisfy the above criteria except they may be licensed by a governmental entity other than the City of Stuart. Unit owners are directly responsible for guests' pets.

11.5 Barbeque Grills No Condominium unit owner is permitted use of any barbeque grill within the screened portion of their unit or make use of any common property that will increase the public liability hazards of the Association.

11.6 Landscaping The Association may permit unit owners to install landscaping adjacent to their units. Such landscaping must be approved in advance by the Board of Directors or a landscaping committee if the Board of Directors delegates such duty to the committee.

11.7 Exterior Fixtures and Personal Items, including clotheslines, window air conditioning units, outside antenna, and television dishes are prohibited. Personal items currently in place as of the date of this Second Amended and Restated Declaration of Condominium may remain.

11.8 Disposal of Trash Trash bins and recycle bins are available for each building, and must be used by all residents as instructed on the containers. These containers are not allowed to be placed near the street more than 12 hours before the normal pickup time. Any resident who disposes of furniture, appliances or items that do not fit into the trash containers must contact the City of Stuart to arrange for special pickup and payment for such service.

11.9 Signs No "For Sale" or "For Rent" signs or other displays or advertising shall be displayed on any part of the Common Elements, Limited Common Elements or on the Condominium units.

11.10 Violations In the event of any violation of the Association's governing documents, the Association may proceed with all legal remedies available to it under Florida law and the governing documents.

11.11 Regulations Reasonable regulations concerning the use of Condominium property may be made and amended occasionally by the Board of Directors of the Association in the manner provided by the Articles of Incorporation and the By-laws. Copies of such regulations and amendments shall be furnished by the Association to all Condominium unit owners upon request.

12. Maintenance of Community Interests In order to maintain a community of congenial, financially responsible residents with the objective of protecting the value of the units, inhibiting transiency, and facilitating the development of a stable, quiet community and

peace of mind for all residents, the transfer of any units by an owner is subject to the following provisions:

12.1 Transfers Subject to Approval

- (a) Sale or Gift No owner may dispose of a unit or any interest therein by sale or gift without prior written approval of the Association.
- (b) Lease No owner may dispose of a unit or any interest therein by lease without prior written approval of the Association.
- (c) Devise or Inheritance If any owner shall acquire title by devise or inheritance, his or her right to occupy or use the unit shall be subject to prior written approval of the Association.
- (d) Other Transfers No owner may dispose of a unit or any interest therein in any manner not considered in the foregoing sections without prior written approval of the Association.

12.2 Procedure for Obtaining Approval from Association The approval of the Association shall be obtained in the following manner:

- (a) Sale, Gift, or Other Transfer. Any owner intending to make a sale, gift, or other transfer of the unit shall give to the Association notice of such intention, the name and address of the intended purchaser/transferee and occupants, and any other information as may be reasonably required by the Association. The Association may conduct a background and credit check on the purchaser/transferee and any intended occupants and require their personal appearance for an interview. It is the responsibility of the owner to provide a current copy of the governing documents to the intended purchaser.
- (b) Lease A owner may lease the unit only for a three (3) month period during the seasonal period of January through March. An owner intending to lease the unit must provide notice to the Association, the name of the lessee(s) and intended occupants, and any other information reasonably required by the Association. The Association may conduct a background check on the lessee and any intended occupants and require their personal appearance for an interview. The lessee must be informed of the Association rules and regulations and all other restrictions. Both owner and lessee are responsible for any violations and damages.

- (c) Devise or Inheritance An owner acquiring title by devise or inheritance must provide the Association with notice of the transfer, along with any other information as may be reasonably required by the Association, within thirty (30) days of the transfer. The Association may conduct a background and credit check on the owner and any intended occupants and require their personal appearance for an interview.
- (d) Occupants. If any person eighteen (18) years or older occupies a unit for more than sixty (60) days in a calendar year, he or she must be approved in accordance with the foregoing sections if he or she was not approved as part of the transfer.
- (e) Fees The Association may charge a fee in accordance with Chapter 718, Florida Statutes, as may be amended from time to time for the purpose of defraying the costs associated with the approval process.
- (f) Failure to Give Notice If required notice to the Association is not given, then at any time after receiving knowledge of a transaction or transferring ownership or possession of a unit, the Association, at its election and without notice, may approve or disapprove of the transaction.

12.3 Approval/Disapproval by the Association Within thirty (30) days of receipt of such notice and information as may be required by the Association, the Association must either approve or disapprove the transfer.

- (a) Approval. If approved, the approval shall be stated in a certificate executed by any officer of the Association in recordable form.
- (b) Disapproval. The Association may disapprove a transfer as follows:
 - (1) Sale, Gift, Devise, Inheritance, or Other Transfer. A sale, gift, devise, inheritance, or other transfer of a unit may be disapproved as follows:
 - (i) With Good Cause. The Association may disapprove for good cause by providing notice of such disapproval. Good cause includes, but is not limited to, the following:
 1. The person seeking approval or intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

2. The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcy, foreclosures or bad debts;
 3. The application for approval on its face indicates that the person seeking approval or intended occupants intend to conduct himself or themselves in a manner inconsistent with the covenants and restrictions applicable to the property and/or the rules and regulations of the Association;
 4. The person seeking approval or intended occupants have a history of disruptive behavior or disregard for the rights of the property of others;
 5. The person seeking approval or intended occupants have evidenced an attitude or disregard for the covenants and restrictions applicable to the property and/or the rules and regulations of the Association by his conduct on the property as a lessee, owner or occupier of a Lot, or such attitude at the personal appearance before the Board or its designee;
 6. The person seeking approval has failed to provide the information, fees or appearance as required to process the application in a timely manner, or provided false information during the application process.
- (ii) Without Good Cause. The Association may disapprove without good cause. If the Association disapproves without good cause, and if the unit owner or transferee has made the demand for an approved alternate purchaser at the time of submitting an application for approval, then within thirty (30) days after the Board meeting which the disapproval took place, the Board shall deliver, in writing, to the unit owner or transferee (hereinafter "the seller") the name of an approved purchaser who will purchase the unit upon substantially the same price and terms as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average or appraisals by two MAI appraisals, one selected by the seller and the other by the Association. The cost of the appraisals and all other closing costs in cases where no sales contract is involved, shall be shared

equally by the purchaser and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing; real property taxes. Association assessments and charges shall be pro-rated for the year of closing and the parties shall bear their own attorney's fees, if any. The closing shall take place no longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure to close by the seller shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages.

If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, or if the approved purchaser defaults in his or her purchase, then the original proposed purchase shall be deemed to be approved, despite the Board's former disapproval and upon demand, the certificate of approval shall be issued.

(2) Lease. The Association may disapprove a lease for any valid reason.

(3) Occupants. Any person occupying a unit, as set forth in paragraph 12.2(d), may be disapproved for any valid reason.

12.4 Mortgage No owner may mortgage the unit nor any interest in it without the prior approval of the Association except to a bank, insurance company, credit union or licensed mortgage company. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

12.5 Exceptions The foregoing provisions of this section shall not apply to a transfer to or a purchase by a bank, insurance company, credit union, or licensed mortgage company that acquire its title as the result of owning a mortgage on the unit concerned, regardless if the deed is acquired by a deed from a mortgage or through foreclosure proceedings.

12.6 Unauthorized Transaction Any sale, mortgage, lease or other transfer not authorized pursuant to the terms of this declaration shall be void unless subsequently approved by the Association.

12.7 Recording Approval Whenever in this section an approval in recordable form is required by the Association in connection with the sale or transfer of a unit, it is understood and agreed that the said approval shall not be recorded except at the same time and simultaneously with the recording of the deed or mortgage, as appropriate.

12.8 Notice of Lien or Suit

(a) A Condominium Unit Owner shall give notice, in writing, to the Association of every lien on the condominium unit other than for authorized mortgages, taxes, and special assessments within five (5) days after attaching of the lien.

(b) Notice of Suit A Condominium unit owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to the unit. Such notice shall be given within five (5) days after the Condominium unit owner shall receive knowledge of notice.

(c) Failure to Comply Failure to comply with this section concerning liens will not affect the liability of any judicial sale.

12.9 Whenever in this section an approval is required of the Association in connection with the sale, transferring or leasing of any unit and such approval shall not have been obtained pursuant to the provisions hereof, failure on the part of the Association to object in writing to such sale, transfer or leasing within 90 days after the date thereof, or within 30 days of the date upon which the purchaser transferee or lease shall take possession of the premises, whichever date shall be later, shall constitute waiver by the Association of the written consent otherwise required by this section.

13. Purchase of Condominium Units by Association The Association shall have the power to purchase Condominium units. The decision of the Association to purchase a condominium unit shall be made by its directors, without the necessity of approval by its membership.

14. Rights of Association to Purchase Condominium Units The Association shall only have the right to purchase a Condominium unit if provided for in Article 12 of this Declaration.

15. Compliance and Default Each Condominium unit owner shall be governed and comply with The terms of the Declarations of Condominium, Articles of Incorporation, and By-laws and the Regulations adopted pursuant to those documents, and all as they may be amended in the future. Failure of a Condominium unit owner to comply with such documents and regulations shall entitle the Association to the following relief in addition to the remedies provided by the Condominium Act:

15.1 Negligence A Condominium unit owner shall be liable by their negligence or by any member of the family or their guests, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

15.2 Costs and Attorney's Fees In any proceeding arising because of an alleged failure of a Condominium unit owner or the Association to comply with the terms of Declarations, Articles of Incorporation of the Association, the By-laws or the

Regulations, the prevailing Party shall be entitled to recover the costs of the proceeding, and the Association, if it shall prevail shall be further entitled to to recover such reasonable attorney's fees as may be awarded by the court, provided, however, no attorney's fees shall be recovered against the Association in any such action.

15.3 No Waiver of Rights The failure of the Association or any Condominium unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Declaration of Covenants and Restrictions, the Articles of Incorporation, the By-laws or the Regulations shall not constitute a waiver of the right to do so thereafter.

16. Amendments Except as elsewhere provided to the contrary, this Declaration of Condominium and the Charter and By-laws of KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC. may be amended in the following manner:

16.1 Notice Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

16.2 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment in writing directed to the President or Secretary of the Board signed by not less than ten percent (10%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regular constituted meeting. Upon an amendment be proposed as herein provided, the President of the Board of Directors shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering such amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

- (a) Not less than 66 2/3's of the votes of the members of the Board of Directors and by not less than 51% of the votes of the entire membership of the Association; or
- (b) As an alternative, an amendment may be made by an agreement signed and acknowledged by all Condominium unit owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Martin County, Florida.
- (c) Anything to the contrary notwithstanding until the first regular election of Directors by the membership, an amendment shall require only the unanimous consent of the Board of Directors, and no meeting of the Condominium unit owners is needed.

16.3 Proviso Provided, however, that no amendment shall discriminate against any Condominium unit owner unless the Condominium unit owners shall consent; and no amendment shall change any Condominium unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the Condominium unit concerned shall join in the execution of the amendment.

16.4 Execution and Recording A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the said certificate shall be executed by the President of the Association and attested to by the Secretary with the formalities of a deed and shall be effective upon recording in the Public Records of Martin County, FL.

17. Termination The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

17.1 Destruction If it is determined in the manner elsewhere provided that the unit or units shall not be reconstructed because of major damage, the Condominium plan of ownership will be terminated without agreement.

17.2 Agreement The Condominium may be terminated at any time by approval in writing of all record owners of units and all record owners of mortgages on units. If the proposed termination is submitted to a meeting of the members of the Association, and notice of the meeting giving notice of the proposed termination, and if the approval of the owners of not less than seventy five percent (75%) of the common elements and of the record owners of all mortgages on the units is obtained in writing no later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the Condominium units of the disapproving owners for the period ending the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

(a) Exercise of Option The option shall be exercised by delivery of mailing by registered mail to each of the record owners of the Condominium units to be purchased an agreement to purchase signed by the record owners of Condominium units who will participate in the purchase. Such agreement shall indicate which Condominium units will be purchased by each participating owner and shall require the purchase of all Condominium units owned by owners not approving the termination, but the agreement will effect a separate contract between each seller and the purchaser

(b) Price The sales price for each Condominium unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty

(30) days from the delivery or mailing of such agreement, and in the absence of agreement as to the price, it 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 appointed by the American Arbitration Association who shall base their determination on an average of their appraisals of the Condominium unit; and a judgement of specific performance of the sale on the award rendered by the arbitration may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(c) Payment The purchase shall be paid in cash at closing.

(d) Closing The sale shall be closed with thirty (30) days following determination of the sale price.

17.3 Certificate Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying to the facts effecting the termination, and said certificate will become effective upon being recorded in the Public Records of Martin County, FL.

17.4 Shares of Owners after Termination After termination of the Condominium, the Condominium unit owners shall own the Condominium property and all assets of the Association as tenants in common with undivided shares shall be the same as the undivided shares in the common elements appurtenant to the owner's Condominium units prior to the termination.

17.5 Amendment This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages on the units.

18. Severability The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, clause, phrase, or word or other provision of this Declaration of Condominium and the Articles of Incorporation, By-laws and Rules and Regulations of the Association shall not affect the validity of the remaining portions.

**CERTIFICATE OF ADOPTION OF SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR KINGMAN
ACRES CONDOMINIUM, VILLAGE IIA**

This Second Amended and Restated Declaration of Covenants and Restrictions for Kingman Acres Condominium, Village IIA has been approved by the membership by vote sufficient for approval at the members' meeting held on January 22, 2018 and approved by the Board of Directors by a vote sufficient for approval at a directors' meeting.

The undersigned, Kingman Acres Condominium Village II-A, Inc., consents to the terms and conditions contained in the foregoing Second Amended and Restated Declaration of Covenants and Restrictions and assumes the duties and obligations imposed upon the undersigned thereunder.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 6 day of March 2018.

WITNESSES AS TO PRESIDENT:

KINGMAN ACRES CONDOMINIUM
VILLAGE II-A, INC.

Stephanie W. Adams
Printed Name: Stephanie W. Adams

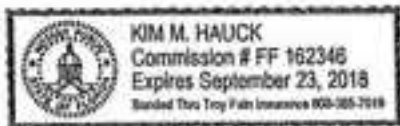
By: Steve Popaca
STEVE POPACA President

Kim Hauck
Printed Name: Kim Hauck

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on March 6, 2018, by Steve Popaca, as President of Kingman Acres Condominium Village II-A, Inc. [] who is personally known to me, or [X] who has produced identification [Type of Identification: GA Driver's license # 052974120].

Notarial Seal



Kim M. Hauck
Notary Public

WITNESSES AS TO SECRETARY:

Stephanie W. Adams
Printed Name: Stephanie W. Adams
Kim Hauck
Printed Name: Kim Hauck

KINGMAN ACRES CONDOMINIUM
VILLAGE II-A, INC.

By: Jon Marion
JON MARION Secretary

CORPORATE
SEAL



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on March 6, 2018, by Jon Marion, as Secretary of Kingman Acres Condominium Village II-A, Inc. [] who is personally known to me, or [X] who has produced identification [Type of Identification: FL Drivers License # M65D-427-42410-0]

Notarial Seal



Kim M. Hauck
Notary Public

EXHIBIT "A"

Land in Martin County, Florida:

Start at the Northwest Corner of Section 15, Township 38 South, Range 41 East; thence run S 89° 25' 42" E along the North line of said Section 15, a distance of 295.00 feet; then run S 00° 44' 18" W, a distance of 350.00 feet; for the Point of Beginning; thence run S 39° 13' 26" E, a distance of 378.31 feet; thence run S 50° 46' 24" W, a distance of 140.89 feet; thence run S 00° 44' 18" W, a distance of 117.79 feet; thence by curve to the left, with radius of 25.00 feet, run a distance along the arc of 26.29 feet, through a central angle 60° 15' 13"; thence run S 59° 30' 55" E, a distance of 213.66 feet; thence run S 50° 46' 24" W, a distance 53.31 feet; thence run N 59° 30' 55" W, a distance of 27.89 feet; thence run S 30° 29' 05" W, a distance of 110.00 feet; thence run S 59° 30' 55" E, a distance of 60.00 feet; thence run S 30° 29' 05" W, a distance of 147.50 feet; thence run N 59° 30' 55" W, a distance of 15.47 feet; thence by curve to the left with radius of 37.50 feet, run a distance along the arc of 70.47 feet, through a central angle of 107° 40' 34"; thence run N 89° 15' 42" W, a distance of 38.33 feet; thence run N 00° 44' 18" E, a distance of 323.33 feet; thence run N 89° 15' 42" W, a distance of 110.00 feet; thence run N 00° 44' 18" E, a distance 351.67 feet; thence run N 21° 19' 21" E, a distance of 71.11 feet, thence run N 00° 44' 18" E, a distance of 175.00 feet to the Point of Beginning.

Legibility of writing typing or
printing unsatisfactory in this
document when microfilmed.

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA)

COUNTY OF MARTIN)

Before me, the undersigned authority duly authorized to administer oaths, personally appeared LEE BROCK, who having been duly sworn, deposes and says:

1. He is a duly registered land surveyor under the laws of the State of Florida, and he has made a recent survey of the lands described in the foregoing Declaration of Condominium, and said survey is true and correct to the best of his knowledge and belief, and there are no above-ground encroachments unless otherwise noted.

2. I hereby certify that the Declaration of Condominium of Kingman Acres Condominium Village IIA, together with the exhibits attached thereto, constitutes a correct representation of the improvements located upon the real property described therein, and the construction of the improvements described therein is sufficiently complete so that the survey and plot plan included as exhibits to the Declaration of Condominium, together with the wording of the Declaration relating to matters of survey, is a correct representation of the improvements therein described, and, further, that with such materials there can be determined therefrom the identification, location, and dimensions of the common elements and of each condominium unit.

3. Further Affiant saith not.


Lee Brock

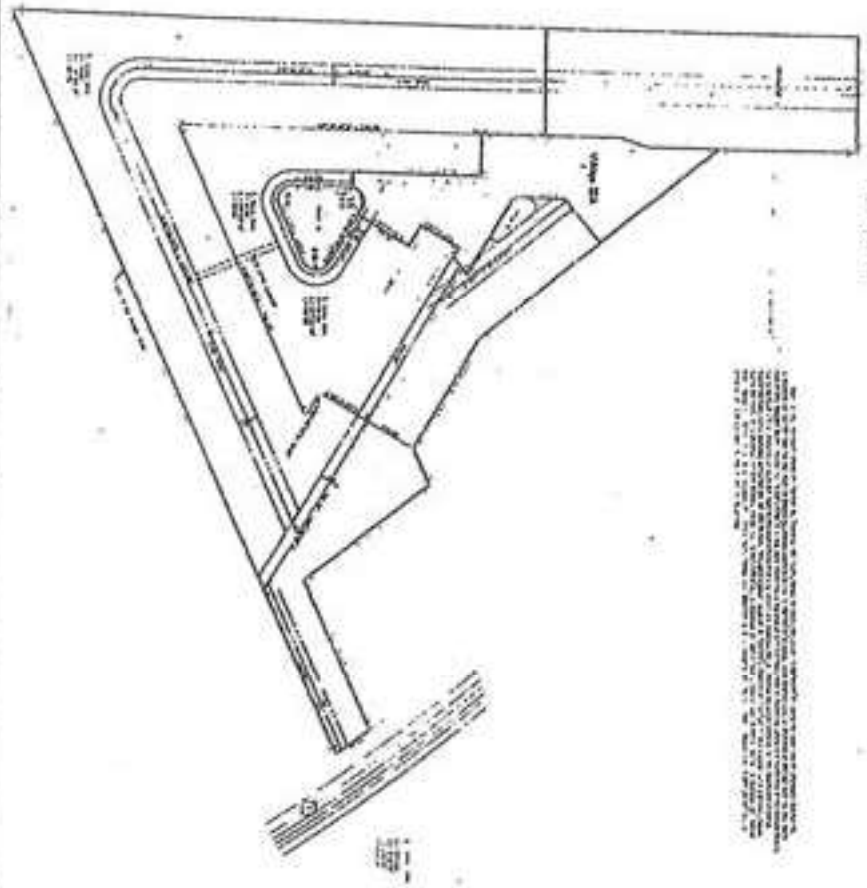
Sworn to and subscribed before me
this 5 day of June, 1976.


Notary Public, State of Florida as Large

(SEAL)

My Commission Expires: _____

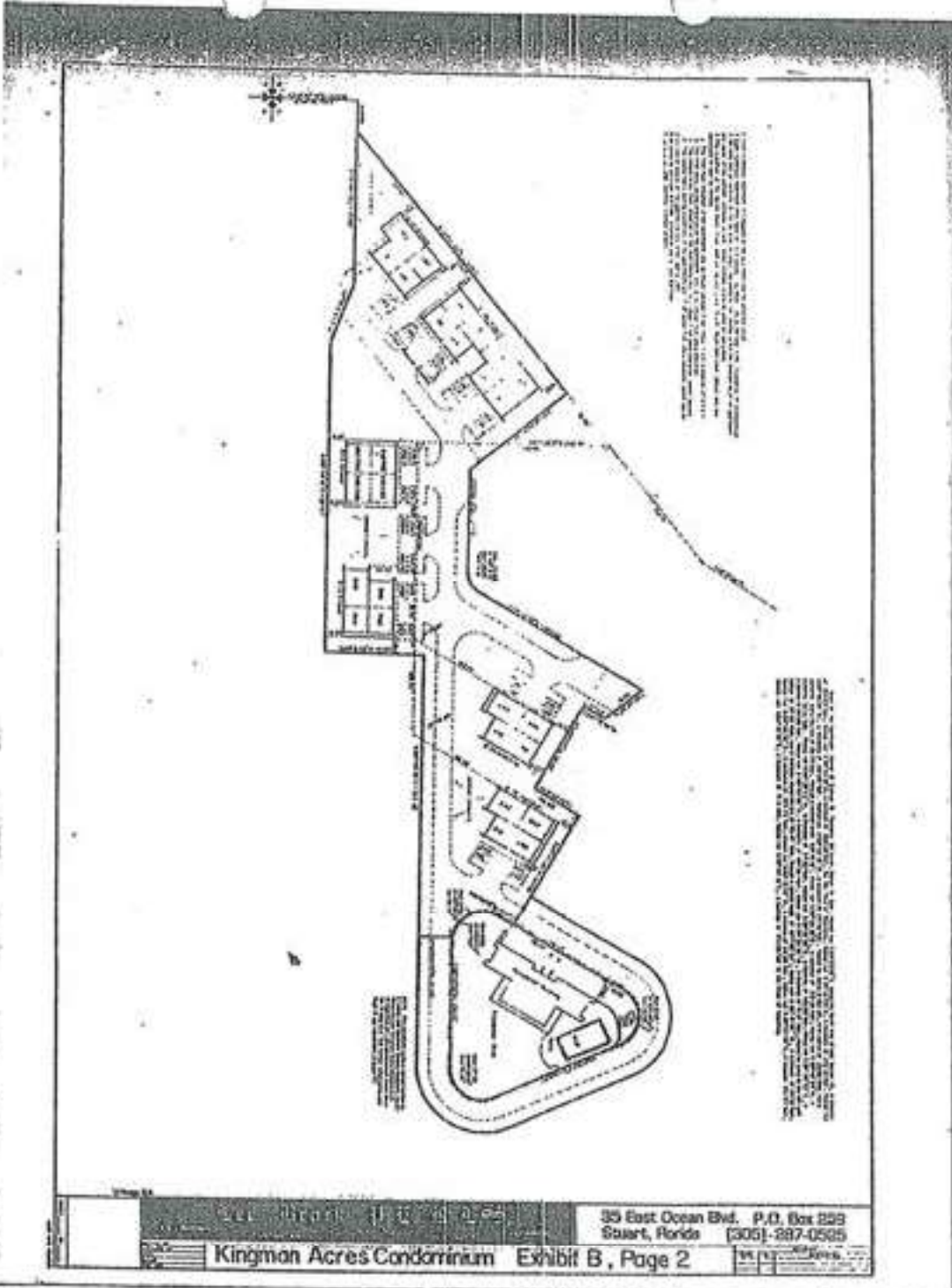
COMPOSITE EXHIBIT B



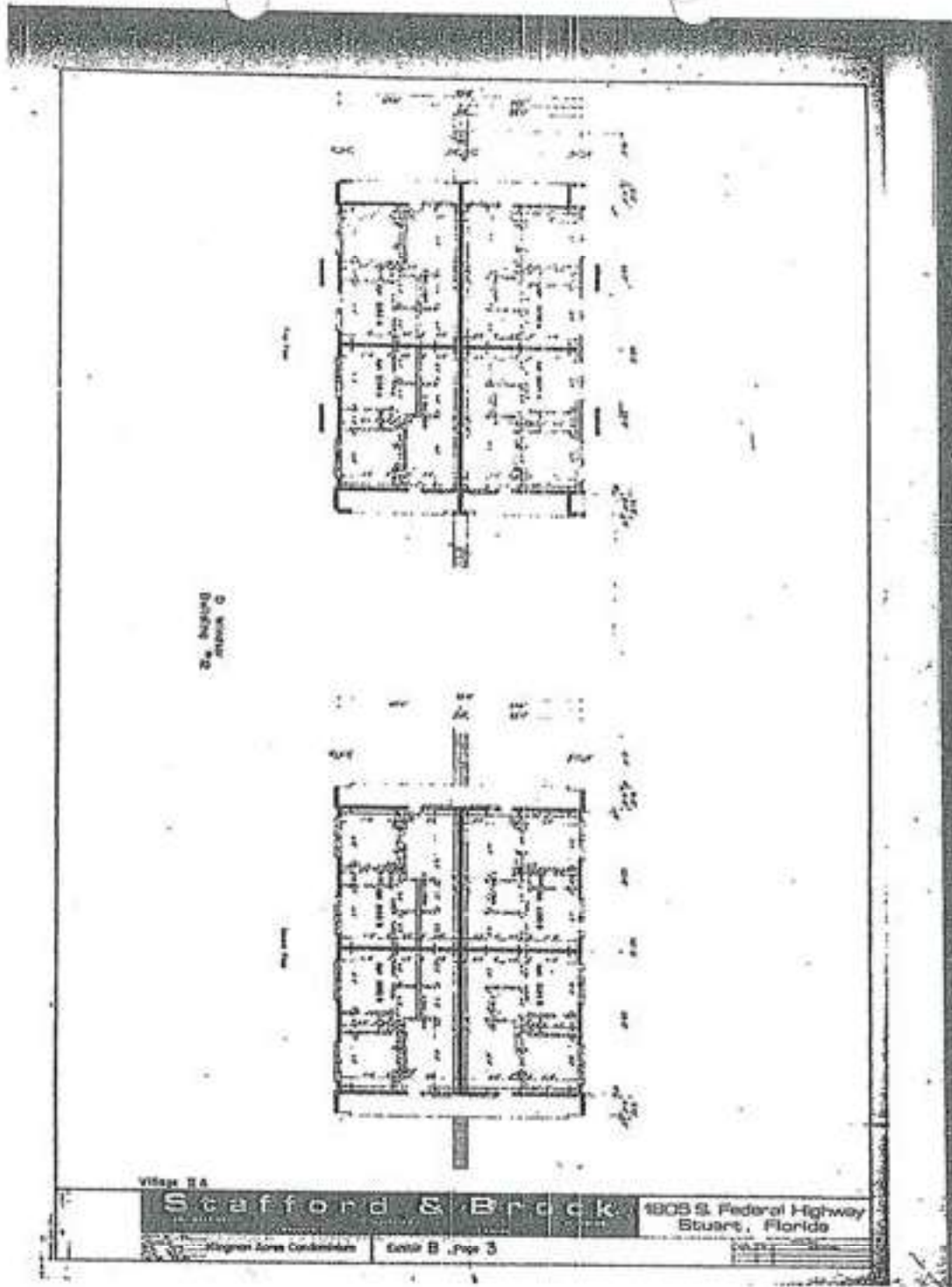
This drawing is a composite of several drawings and is not to scale. It is intended to show the general layout of the property and is not to be used for construction purposes. All dimensions and details should be verified against the original drawings.

Stafford S Brock 1805 S. Federal Highway
 Stuart, Florida
 Kingman Acres Condominium Exhibit B, Page 1

Legibility of writing, typing or
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FLOOR PLAN

Building #13

Village 13A

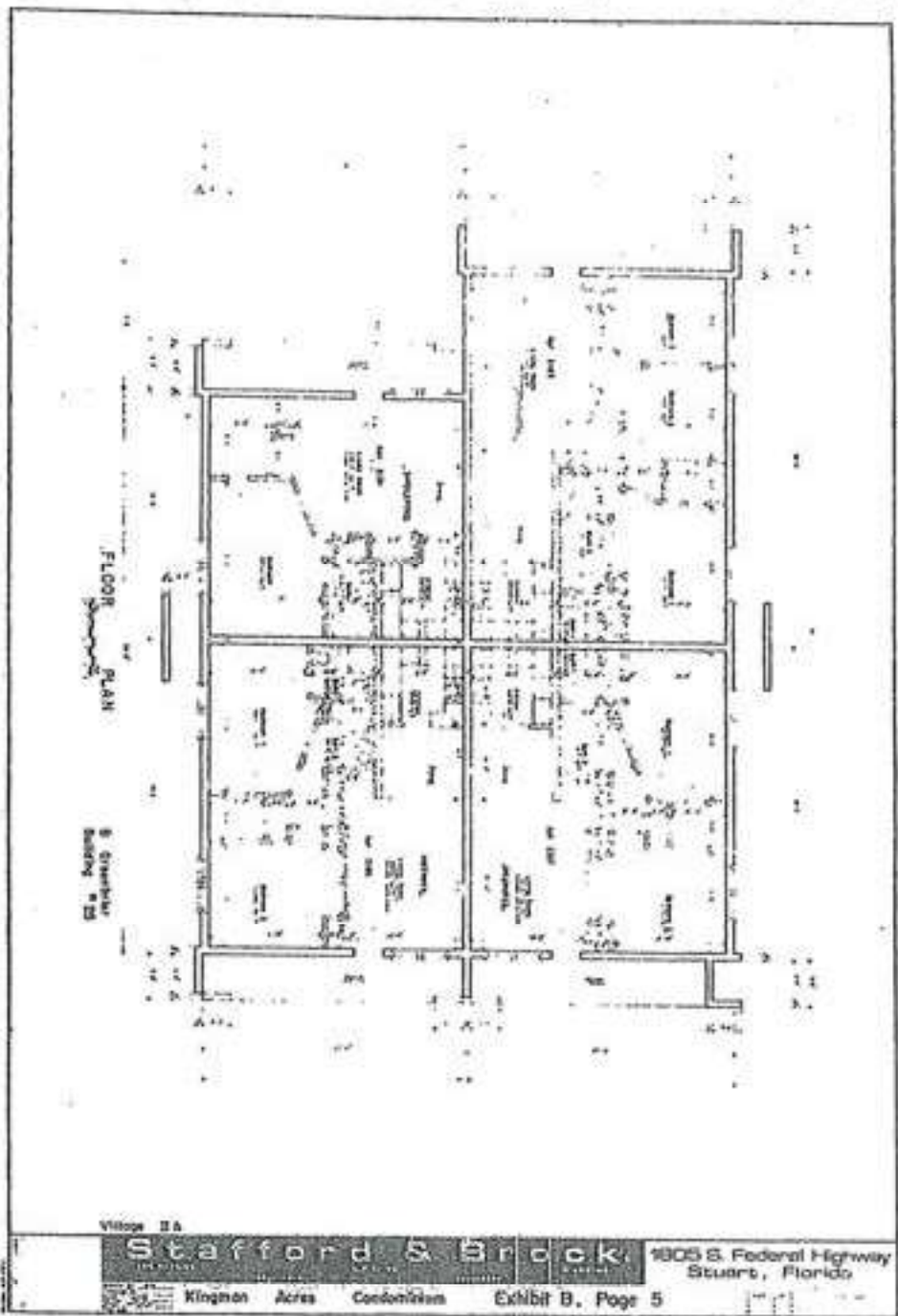
Architectural Firm

Kingman Acres Condominium

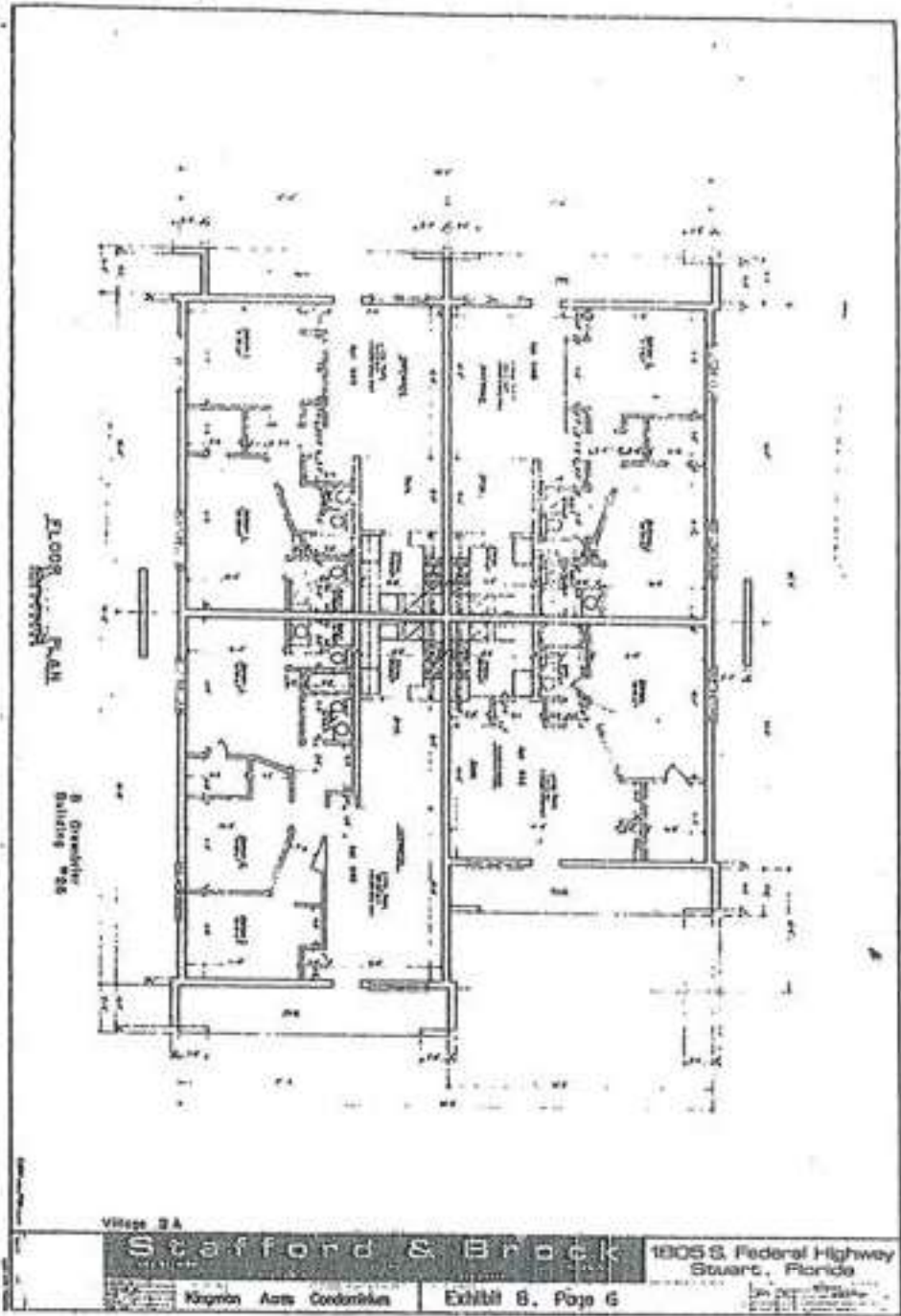
Exhibit B, Page 4

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418 FILE 515

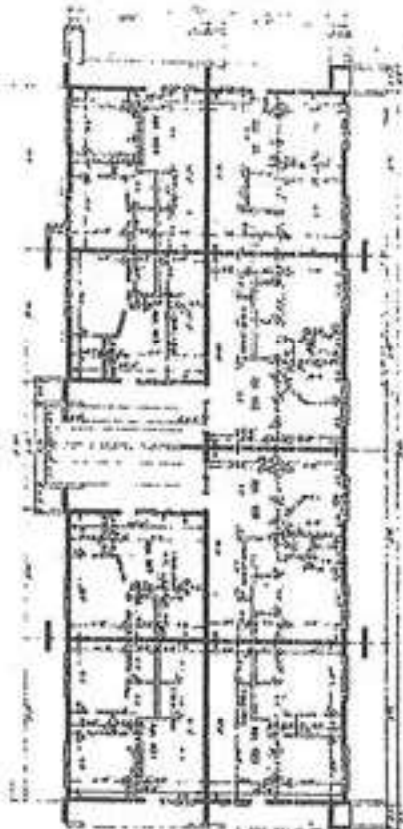


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SC. 10/10/58
MURKIN 2



Volume 2A

Stafford & Block

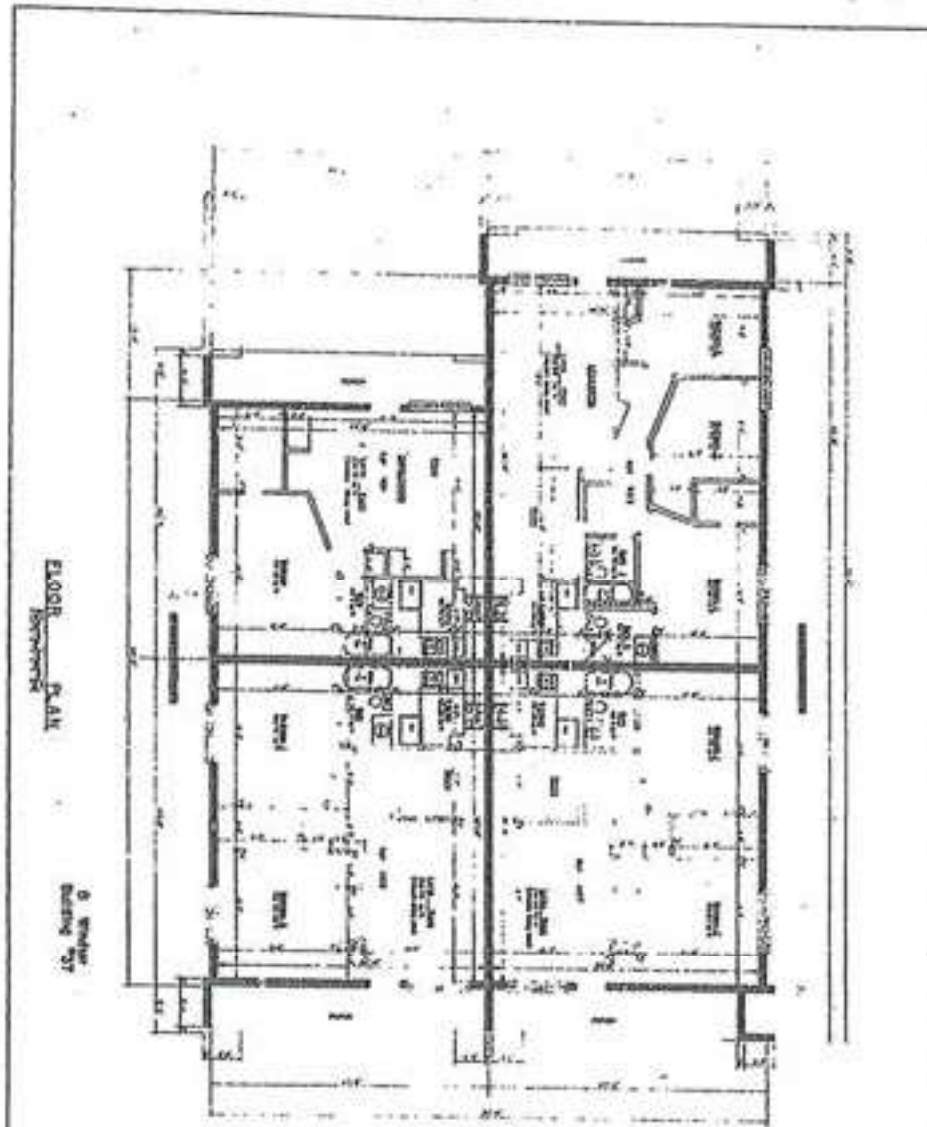
1905 S. Federal Highway
Stuart, Florida

Highway Area Collection

Exhibit, Page 7

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418 PAGE 518



FLOOR
SYSTEM
PLAN

5
KINGMAN
ACRES
CONDO

Stafford & Brock 1805 S. Federal Highway
Stuart, Florida
Kingman Acres Condominium Exhibit B, Page 8

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EXHIBIT "C"

PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS

<u>Unit</u>			<u>Unit</u>		
1101	Wayne Road	.02477	2159A	Letha Court	.03143
1103	Wayne Road	.03713	2159B	Letha Court	.03143
1105	Wayne Road	.03143	2152A	Letha Court	.03143
1107	Wayne Road	.03143	2152B	Letha Court	.03143
1109	Wayne Road	.03143	2154A	Letha Court	.03143
1111	Wayne Road	.03143	2154B	Letha Court	.03143
1113	Wayne Road	.02477	2156A	Letha Court	.03143
1115	Wayne Road	.03713	2156B	Letha Court	.03143
1117	Wayne Road	.02477	2158	Letha Court	.02477
1119	Wayne Road	.03713	2160	Letha Court	.03713
1121	Wayne Road	.03143	2162	Letha Court	.03143
1123	Wayne Road	.03143	2164	Letha Court	.03143
1140	Wayne Road	.03713	2181	Letha Court	.02477
1142	Wayne Road	.02477	2183	Letha Court	.03713
1144	Wayne Road	.03143	2185	Letha Court	.03143
1146	Wayne Road	.03143	2187	Letha Court	<u>.03143</u>
			TOTAL		1.00000

D4

**CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED DECLARATION
OF CONDOMINIUM**

KINGMAN ACRES CONDOMINIUM, VILLAGE IIA

The Amended and Restated Declaration of Condominium for Kingman Acres Condominium, Village IIA has been recorded in the public records of Martin County, Florida at Official Records Book 1887, Page 1485 et. seq. and amended at Official Records Book 2220, Page 2675 et. seq. The same Amended and Restated Declaration of Condominium for Kingman Acres Condominium, Village IIA is hereby amended as approved by the Membership by vote sufficient for approval at the Members' Meeting held on MARCH 4, 2009, and approved by the Board of Directors at the Directors meeting held on MARCH 4, 2009.

1. Section 11.3 is amended as follows:

11.3 Pets. One small pet (dogs 25lbs.max) will be permitted in each condo unit. They must be leashed at all times when outside the condominium in the common areas. A pet agreement must be signed by the condo owner, which requires a pet to be licensed by the City of Stuart, and have documentation of the necessary shots required.

Cats must be maintained as inside pets. Cats that roam outside will be considered "feral" and will be reported to animal control.

Renters and visitors must meet the above criteria except for licensing.

Unit owners are directly responsible for guest animals.

The first violation is verbal, the second is a warning letter, and the third is legal eviction of the pet (which the pets owner is responsible for the fees occurred).

(The balance of Section 11 remains unchanged)

2. The foregoing amendment to the Amended and Restated Declaration of Condominium for Kingman Acres Condominium, Village IIA was adopted by the membership by a vote sufficient for approval at the Members' Meeting on MARCH 4, 2009, and approved by the Board of Directors at the Directors meeting held on MARCH 4, 2009..

3. The adoption of this amendment appears upon the minutes of said meetings and is unrevoked.

4. All provisions of the Amended and Restated Declaration of Condominium for Kingman Acres Condominium, Village IIA are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 13th day of April 2009.

WITNESSES AS TO PRESIDENT:

KINGMAN ACRES CONDOMINIUM VILLAGE II-A, INC.

Madeline Jones
Printed Name: Madeline Jones

By: Cheryl Ferrari
Cheryl Ferrari, President

Katie Richter
Printed Name: KATIE RICHTER

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledge before me on April 13th, 2009, by Cheryl Ferrari as President of Kingman Acres Condominium Village II-A, Inc. [] who is personally known to me, or [X] who has produced identification [Type of Identification: Id. Drivers Lic.]

Notarial Seal 

Sara Mitchell
Notary Public

WITNESSES AS TO SECRETARY:

KINGMAN ACRES CONDOMINIUM VILLAGE II-A, INC.

Madeline Jones
Printed Name: Madeline Jones

By: Geraldine G. Ferraris
GERALDINE G. FERRARIS Secretary

Katie Richter
Printed Name: KATIE RICHTER

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledge before me on April 13th, 2009, by Geraldine Ferraris as Secretary of Kingman Acres Condominium Village II-A, Inc. [] who is personally known to me, or [X] who has produced identification [Type of Identification: Id. Drivers Lic.]

Notarial Seal 

Sara Mitchell
Notary Public



D3



**THESE PROPOSED AND AMENDED AND RESTATED DECLARATION OF
KINGMAN ACRES CONDOMINIUM VILLAGE IIA**

The following Amended and Restated proposals to the Declaration of Kingman Acres Condominium Village#2A have been approved by not less than sixty six and two thirds (66 2/3%) percent of the entire Board of Directors ,and by not less than fifty-one (51%)percent of the votes of the entire membership of the Association.

The undersigned, Kingman Acres Condominium Village #IIA , Inc. hereby agrees to accept all of the benefits, duties, responsibilities, obligations and burdens imposed upon it, by the provisions of the Amended and Restated Declaration of Condominium.

IN WITNESS WHEREOF, Kingman Acres Condominium Village #IIA ,Inc.,has caused these present to be signed in its name, by its President, and Secretary and its corporate seal affixed this _____ day of February ,2007.

CORPORATE SEAL

**KINGMAN ACRES CONDOMINIUM
VILLAGE IIA,INC.**



BY: *Cheryl Ferrari*
Cheryl Ferrari, its President

By: *Apolinar Diaz*
Apolinar Diaz, its co-Secretary

By: *Martin C. McGannon*
Martin C. McGannon , its Treasurer

By: *Joan Cherveny*
Joan Cherveny, its Vice President

By: *J. Paul Billington*
J..Paul Billington, its Director

**STATE OF FLORIDA
COUNTY OF MARTIN**

The foregoing instrument was acknowledged before me on FEBRUARY 1ST 2007, by CHERYL FERRARI as President of Kingman Acres Condominium Village#2A, Inc .() who is known to me, or () who produced FL DRIVER LICENSE as identification.

Aletha Wells

NOTARY PUBLIC

NOTARY STAMP



PROPOSED AMENDMENTS TO
THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
KINGMAN ACRES CONDOMINIUM, VILLAGE 11A

The following are proposed amendments to Sections 7.2 and 12.2 of the Amended and Restated Declaration of Condominium for Kingman Acres Condominium, Village 11A. Underlining indicates additions to existing text.

7. **Assessments.** The making and collection of assessment against Condominium unit owners for a proportionate share of the common expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the By-laws of the Association, subject to the following provisions.

Owners will be granted time to make partial or full assessment payments with a date specific, after which, if assessment is not completed, an additional charge of ten (10%) will be charged to that unit owner (example: \$940.00 payable within 4 months, on a date certain August 31st, is not paid will incur \$94.00 late fee, regardless of how much was already paid.)

7.2 **Interest; Application of Payments.** Monthly maintenance fees are payable by each unit owner on the first of each month to the address listed on the stub (post office box). If the monthly maintenance fee is not received by the tenth (10th) of each month, a late fee of Twenty-five Dollars (\$25.00) will be assessed to that particular unit owner. Any check for a delinquent maintenance fee that does not include a twenty-five dollar (\$25.00) late fee will first be credited to the late fee and then credited to your monthly maintenance fees.

~~Assessments and installments on such assessments paid on or before five (5) days after the date when due, shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid. All payments on account shall be first applied to interest and then to the assessment payment first due.~~

12. **Maintenance of community interests.** In order to maintain a community of congenial residents who are financially responsible, and thus protect the value of the apartments, the transfer of apartments by any owner is subject to the following provisions as long as the Condominium exists upon the land.

12.2 **Approval by Association.** The approval of the Association that is required for the transfer of ownership of apartments shall be obtained in the following manner:

(a) Notice to Association.

(2) Lease Condominium owner may make a bona-fide lease for three (3) months minimum/maximum only during the months of January, February and March of each calendar year, seasonal periods of (December through May). Said lessee must pay a screening fee in the amount of \$100.00 and be informed of the rules and regulations. Both owner and lessee will be responsible for violations and/or damage.

A&R Declaration



KINGMAN ACRES CONDOMINIUM, INC.
 VILLAGE 2 -A
 ANNUAL MEMBERSHIP MEETING

INSTR # 1743822 OR BK 01887 PG 1485 RECD 04/16/2004 01:24:14 PM
 MARSHA EWING MARTIN COUNTY DEPUTY CLERK S Phoenix

The annual meeting of the members of Kingman Acres, Village 2-A was held on Wednesday, November 12, 2003 at 7:00 p.m.

The meeting was called to order by President, Haydee Ramos at 7:00 p.m.

Haydee opened the meeting by asking for a count of the members present, along with the number of proxies in order to determine if there was a quorum to continue with the meeting. There were 16 present, 7 proxies, and 9 absent, so the meeting was officially called to order.

The Secretary's report of the last meeting was distributed to the members. Marty McGannon moved to accept the minutes as written. Mary Lou Smith seconded the motion and it was passed.

Marty McGannon, Treasurer, presented the upcoming budget to the members. He also told everyone that Adelphia cable was increasing their monthly fee to \$24.00. No increase in maintenance fees was expected at this time, we should be able to cover the increase with current fees. He reported John Pawley's unit was very delinquent and papers had been filed by our attorney to take the necessary action to collect. He said full payment had been received on the unit as of 11/12/2003. He also reported everyone else was up-to-date. At the closing of October, 2003, all bills had been paid leaving us with a balance of \$11,725.00.

Marty also reported a letter for a line of credit had been received from Fidelity Federal Bank & Trust for \$100,000.00 for the roofing project. 5.25% interest floating during construction and a 6.5% interest rate (permanent) for 7 years.

Old Business:

A Petition signed by several of the owners had been presented to the Board for consideration, voting and amending to the by-laws. As a result a ballot was sent to every owner to complete and return for the meeting. The concerns and voting results are as follows:

- | | | |
|---|--------|-------|
| 1. Dog and cats should be allowed. | Yes 7 | No 16 |
| 2. Renters should be allowed. | Yes 8 | No 15 |
| 3. Trucks, commercial vehicles to be allowed. | Yes 4 | No 19 |
| 4. Condo owners should be allowed to decorate doors | Yes 15 | |
| 8 unanswered - did not see question on ballot. | | |

5. Rules and regulations, having been received by all Owners, the Board requests a ratification before Presenting to Martin County.
8 unanswered

Yes 15

After the ballots were counted, a discussion followed of the above items in question. The following was the result of the discussion and vote:

- Item 1 - those that already had dogs and cats would be grandfather in. Owners must provide yearly updated shot records as well as a photo of the animal.
- Item 2 - renters would only be allowed for season - 3 months maximum.
- Item 3 - no trucks or commercial vehicles would be allowed.
- Item 4 - had already been approved due to a previous precedence.
- Item 5 - all regulations were ratified by the members present.

New Business:

The new Rules and Regulations for Village 2-A were distributed to each owner prior to the Meeting for them to review for additions and corrections. It was told that the new rules and regulations had been prepared by a paralegal, reviewed by the Board of Directors, revised by the paralegal and reviewed by an Attorney. A discussion followed; all items in questions were resolved and passed by all members present. The items above would be amended into the new Rules and Regulations for Village 2-A and copies would be distributed to each owner. The Rules and Regulations would be filed with Martin County Clerk of the Courts.

Contingency Fund was the next item up for discussion. It was proposed by the Board that a contingency fund be set up for upcoming major projects. After a much heated discussion and debate on the subject, a motion was made by Jack Faillace to establish a contingency fund for major projects to become effective January 1, 2004. The motion was seconded by Larry Butcher. The motion passed.

New Board of Directors was the next item on the agenda. The floor was opened for nominations to fill the positions for the Board of Directors. Larry Butcher was nominated for President, but declined due to prior commitments. It was suggested that the elections of officers be staggered so a new Board doesn't have to be elected each year. Everyone liked the idea, but it wasn't helping for this election. Carolyn Leonard suggested we get a committee to help do projects, so the Board doesn't have to do everything. It was reiterated that if a Board was not elected, a

property management company would have to be brought in to manage the Village. A motion was made by John Faillace to re-elect the current Board. The motion was seconded by David Noss. The motion passed after the Board members agreed to stay on for the upcoming year.

Other Business:

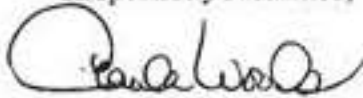
Bob Leonard, Clubhouse President announced that new locks had been put on the clubhouse and pool area. The new keys would be distributed at the clubhouse on the following dates:

October 18th from 6-8pm; October 19th from 1-4pm; and October 20th from 6-8pm.

Carolyn Leonard announced that Mr. And Mrs. John Colburn, long time residents, would be moving away and asked for donations to buy a fruit basket for them. Marty McGannon made a motion for the Board to pay for it. The motion was seconded by Mary Lou Smith. The motion passed.

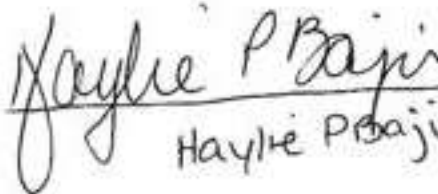
There being no further business, a motion was made by Bob Leonard to adjourn. The motion was seconded by Joan Cherveney. The motion passed. Meeting was adjourned at 8:50pm.

Respectfully submitted,



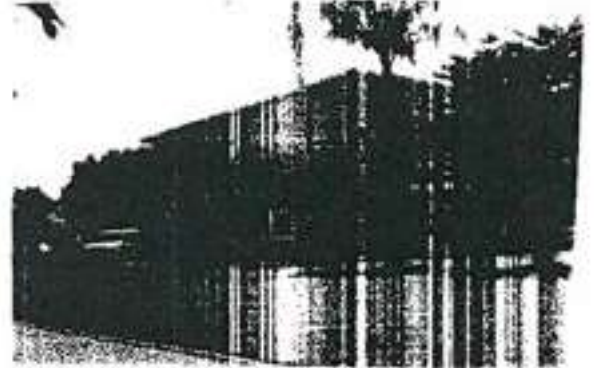
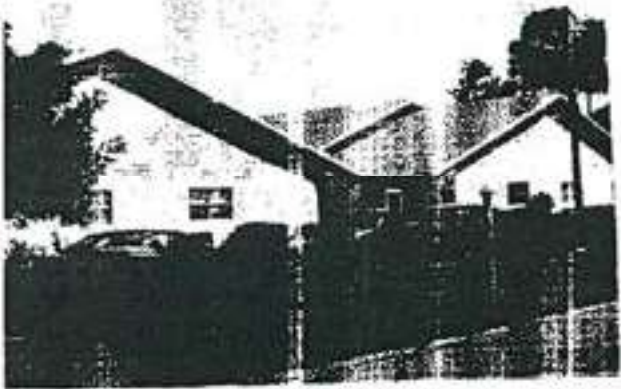
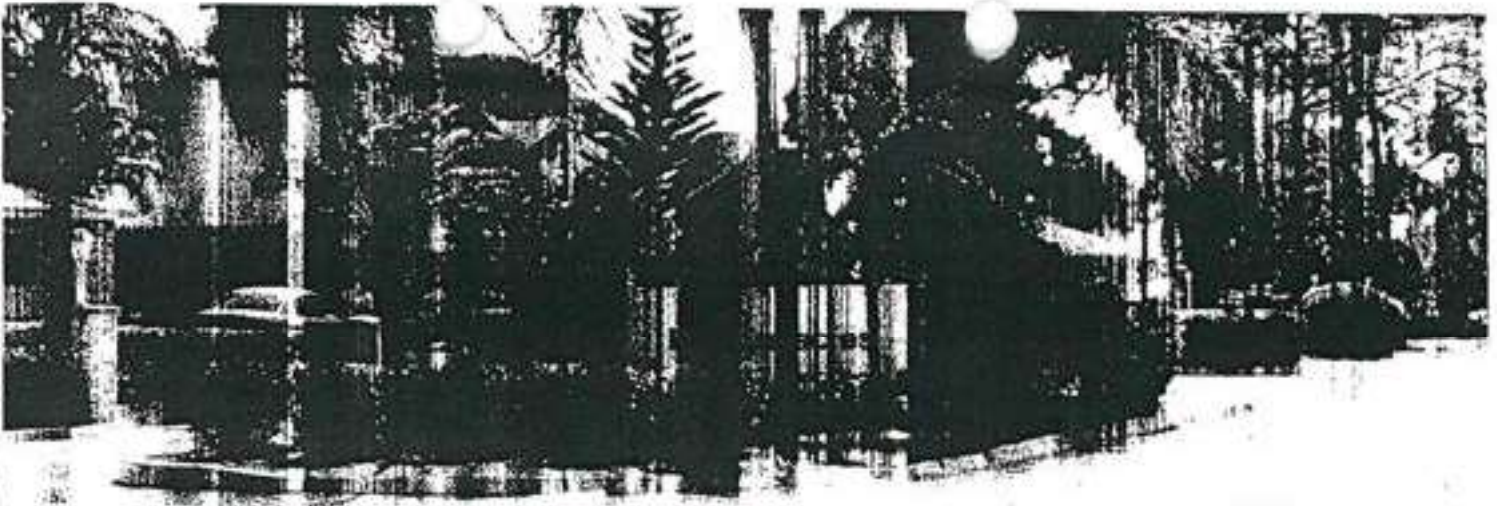
Paula Woods
Secretary

Signed before me on April 14, 2004. by Paula Woods.


Haylie P. Bajis.



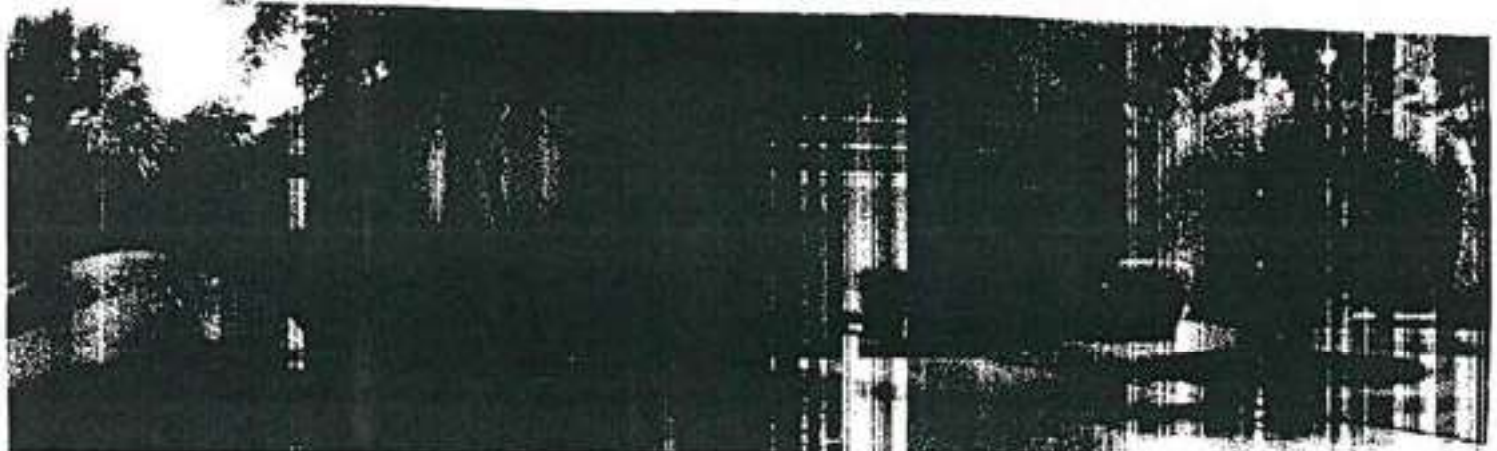
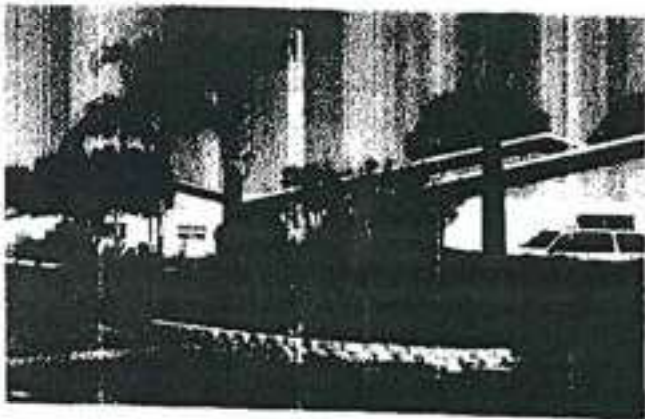
Haylie P. Bajis
Commission #DD171311
Expires: Dec 12, 2006
Bonded Thru
Atlantic Bonding Co., Inc.



**RULES
AND
REGULATIONS**

KINGMAN ACRES CONDOMINIUM VILLAGE 2A

Clerk's Note:
Legibility of this document
determined to be substandard



State of Florida



Department of State

I certify from the records of this office that KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC. is a corporation organized under the laws of the State of Florida, filed on June 16, 1976 .

The document number of this corporation is 736119.

I further certify that said corporation has paid all fees due this office through December 31, 2003, that its most recent annual report/uniform business report was filed on January 10, 2003, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.



CR2EO22 (1-03)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fifteenth day of January, 2003

Ken Betzner
Ken Betzner
Secretary of State

FORWARD

Your Board Of Directors of Kingman Acres Village 2A, have spent many hours perusing, digesting the current Rules and By-Laws, to accommodate all the needs of our Unit Owners. Taking into account the tremendous advances in modern technology in the last 30 years, such as Cable, Broadband TV Dish, recycling, motorized scooters, inline skates, skateboards, Hi-Fi DVD's, etc. common sense is expected from all. If use of these items incur an Insurance Liability to Kingman Acres Village #2A, they would be considered illegal. Use of Grills inside screened area is not permitted, outside is fine as long as it doesn't annoy any neighbors. No TV Dish permitted on buildings or roofs.

When you or a real estate agent sells your condo unit, remember to tell prospective buyers that we are a self-managed village. Owners must be on the Board of Directors in order to govern the village according to the by-laws written and approved by the owners. In order to keep our maintenance fees as low as possible owners need to help with the work within our area when possible, as we do not employ a handyman.

All owners in Village 2A are also members of the Clubhouse Association and help pay for it through their maintenance fees. People are needed on the Clubhouse Board of Directors also to keep it in good working order for the enjoyment of all residents. Social events are for everyone

Under Florida Condominium Law Article #718, we operate as a NOT FOR PROFIT Charter, and as such, can prohibit investors from purchasing a Unit and then rent it for a profit, while we the Board of Directors, and the other owners act as landlords and safeguard their investments without remuneration. As we currently are self managed, each owner is expected to assist as needed:

- a) Take out recycle and regular trash bins out for collection
- b) Change burnt-out floodlight bulbs if physically able
- c) Water their shrubs and grass as needed

Notify the Board, when irrigation is not working, etc. If cooperation is not forthcoming, perhaps we will need a Property Manager again, and this will incur additional maintenance fees.

**KINGMAN ACRES, CONDOMINIUM
VILLAGE IIA**

CONTRACT DOCUMENTS

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This booklet is the property
of Kingman Acres Condominium
Village 2A and the Unit Owner,
If Unit is sold, this booklet must accompany
Replacement cost is \$50.00

AMMENDED AND RESTATED DECLARATION OF CONDOMINIUM

KINGMAN ACRES CONDOMINIUM, VILLAGE IIA

SUBSTANTIAL REWORDING-SEE ORIGINAL DOCUMENTS OF CURRENT LANGUAGE

The Declaration of Condominium of Kingman Acres Condominium Village IIA was filed in the public records of Martin County, Florida at Official Records Book 418, Page 488, et seq.

By and through this Amended and Restated Declaration of Condominium of Kingman Acres, a Condominium, the owners and members of Kingman Acres Condominium Village IIA, Inc. do hereby express their desire to continue the scheme of condominium development as originally established and, therefore, have approved this Amended and Restated Declaration of Condominium.

1. The name by which this condominium is to be identified is KINGMAN ACRES CONDOMINIUM VILLAGE IIA.
2. Definitions. The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and By Laws of the KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC., shall be defined in accordance with the provisions of Section 718.103 (Fla. Stat., Supp. 2003) of the Condominium Act, as amended, and as follows unless the context otherwise requires;
 - 2.1 Condominium unit or unit means defined by the Condominium Act, and shall include within its definition apartment units.
 - 2.2 Condominium unit owner or unit owner means a unit owner as defined by the Condominium Act.
 - 2.3 Apartment or dwelling unit means a condominium unit intended and designed for a single-family residential occupancy.
 - 2.4 Apartment owner means the owner of an apartment unit.
 - 2.5 Association means KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC., and its successors.

- 2.6 Club means Kingman Acres Club, Inc., a non-stock, non-profit Florida corporation, which owns the Recreation Area and in which each unit owner will be required to be a member.
- 2.7 Common elements shall include:
- (a) All of those items stated in the Condominium Act.
 - (b) Tangible personal property required for the maintenance and operation of the Condominium, even though owned by the Association.
 - (c) All Condominium property not included in the apartment or in the Recreation Area.
- 2.8 Recreation Area means those lands and facilities owned by the Club, the use and operation of which are subject to and more particularly described in a Declaration of Covenants and Restrictions as a separate non-profit, non-stock Corporation. However, all units owners must be members.
- 2.9 Common expenses include:
- (a) Expenses of administration and management of the Association and of the Condominium property.
 - (b) Expenses of maintenance, operation, repair or replacement of the common elements, limited common elements, and of the portions of the apartment to be maintained by the Association.
 - (c) The costs of carrying out the powers and duties of the Association.
 - (d) The costs and operating expenses required under the terms and provisions of the Declaration of Covenants and Restrictions for Clubhouse.
 - (e) Expenses declared common expenses by the provisions of this Declaration or by the By-laws of the Association.
 - (f) Any valid charge against the condominium property as a whole.
- 2.10 Condominium means all of the condominium property as a whole when the context so permits, including the lands and all improvements thereon, and all easements and rights of the way appurtenant thereto intended for use in connection with the Condominium.

- 2.11 Utility services shall include but not be limited to electric power, gas, water, air conditioning, and garbage and sewerage disposal.
- 2.12 Covenants and Restrictions means that certain Declaration of Covenants and Restrictions concerning the use and operation of the Recreational Area and Facilities.
3. The Condominium is described as follows:
- 3.1 A survey of the land and a graphic description of the improvements in which units are located which, together with this Declaration, identifies each unit by letter, name or number, so that no unit bears the same designation as any other unit, and a plot plan thereof, all in sufficient detail to identify the common elements and each unit and their respective locations and approximate dimensions, are attached hereto as Composite Exhibit "B".
- 3.2 Easements are expressly provided for and reserved in favor of the owners and occupants of the Condominium units, their guests and invitees, as follows:
- (a) Utilities Easements are reserved through the Condominium property as may be required for utility services in order to serve the Condominium and the Recreation Area adequately, provided, however, such easements shall be only according to the plans and specifications for the building, or as the building is construed, unless approved in writing by a condominium unit owner or the owner of the Recreation Area, as appropriate.
 - (b) Encroachments In the event that any condominium unit or the Recreation Area shall encroach upon any of the common elements or upon any other condominium unit for any reason other than the intentional or negligent act of the condominium unit owner, or owner of the Recreation Area, or in the event any common element shall encroach upon any condominium unit, then an easement shall exist to the extent of such an encroachment as long as the same shall exist.
 - (c) Traffic An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the common elements as may

be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the condominium unit owners, and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that space may be specifically designated and assigned for parking purposes.

- 3.3 Condominium Unit Boundaries Each condominium unit shall include that part of the building containing the condominium unit that lies within the boundaries of the condominium unit, which boundaries are as follows:
- (a) The upper and lower boundaries of the condominium unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:
 - (1) Upper Boundaries – The horizontal plane of the undecorated finished ceiling.
 - (2) Lower Boundaries – The horizontal plan of the undecorated finished floor.
 - (b) The perimetrical boundaries of the condominium shall be the vertical planes of the undecorated finished interior of the walls bounding the condominium unit extending to intersections with each other and with the upper and lower boundaries, and where there is attached to the building a terrace, the perimetrical boundaries shall be extended to include the same.
- 3.4 Recreation Area A Recreation Area is available for the use by the Unit owners pursuant to the provisions of the Covenants and Restrictions. The Recreation Area shall be administered by the

Club in behalf of the Unit Owners, and shall be available for the use of Village IIA Condominium Unit owners, Village I Condominium Unit owners. The Club may adopt regulations providing for exclusive use of the facilities by a Condominium Unit Owner for a fee, if such exclusive use is made available to all Condominium Unit owners. (See Clubhouse Rules)

- 3.5 Apartments There are thirty-two (32) apartments upon the lands herewith submitted to condominium ownership, said lands and apartments being referred to as "Kingman Acres Condominium Village IIA". Each apartment is identified by the use of a number and street name so that no unit bears the same designation as any other unit, all as graphically described in Composite Exhibit "B" attached hereto.
4. Appurtenances to Condominium Units The owner of each condominium shall own an undivided share and certain, interest in the Condominium property, which share and interest shall be appurtenant to the Condominium unit, said undivided interest in the Condominium property and common elements being as designated and set forth in an Exhibit "C" attached hereto.
- 4.1 Limited Common Elements.
- (a) Automobile Parking Space Limited common elements means exterior parking spaces. Parking spaces shall be assigned pursuant to the rules and regulations of the Association so as to provide parking for one automobile, for each apartment owned.
- (b) Unit owner shall not transfer or assign use of parking space except in connection with sale of the Condominium apartment unit. No truck or other commercial vehicle, motorcycles, trailers shall be parked in any parking space.
5. Liability for Common Expenses Each Condominium unit owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements appurtenant to his condominium unit, as set forth in Exhibit "C", with the exception that assessments levied by the Club shall be apportioned equally among all members of the Club. Such common expenses shall include all of the obligations and liabilities of each unit owner under the terms and provisions of the Covenants and Restrictions.

6. Maintenance, Alteration and Improvements Responsibility for the maintenance of the Condominium property, and restrictions upon its alteration and improvement shall be as follows:

6.1 Condominium Units

- (a) By the Association The Association shall maintain, repair and replace at the Association's expense:

- (1) All common elements and limited common elements.
- (2) All portions of a Condominium unit, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to load-bearing columns and load-bearing walls.
- (3) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the portions of a Condominium unit that service part or parts of the Condominium other than the Condominium unit within which contained.
- (4) All incidental damage caused to a Condominium unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 6.1 (a)(1), (2) and (3) above.

- (b) By the Condominium Unit Owner The responsibility of the Condominium unit owner for maintenance, repair and replacement, shall be as follows.

- (1) To maintain, repair, and replace portions of his/her Condominium unit, except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the Condominium unit owner shall be windows, screens and doors opening into or onto his Condominium unit. All such maintenance, repairs and replacement shall be done

without disturbing the rights of other Condominium unit owners.

- (2) A Condominium unit owner is permitted to paint and decorate area inside screened portion of the apartment building. A condominium owner shall not mount satellite/ T.V. dish to the building.
- (3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.
- (4) Maintain insurance coverage of personal property, such as jewelry, furniture and personal liability.

- 6.2 Parking Spaces The Association shall maintain and repair at the Association's expense all parking spaces including those, which have been assigned as an appurtenance to an apartment.
- 6.3 Recreation Area Maintenance, repair, replacement, alteration and improvements, operating expenses shall be included in the common expenses for 32 units belonging to village IIA together with 60 units belonging to Village I.
- 6.4 Alteration and Improvement There shall be no alteration or further improvements of common elements without the prior approval, in writing, by record owners (66.2/3%) of all Condominium unit owner's, together with the approval of the Association. The cost of such alteration or improvement shall be a common expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any Condominium unit owner without his consent.

7. Assessments The making and collection of assessment against Condominium unit owners for a proportionate share of the common expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the By-laws of the Association, subject to the following provisions:

- 7.1 Share of the Common expenses Each Condominium unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the Condominium unit owned by him.

- 7.2 Interest; Application of Payments Assessments and installments on such assessments paid on or before five (5) days after the date when due, shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid. All payments on account shall be first applied to interest and then to the assessment payment first due.
- 7.3 Lien for Assessments The Association shall have a lien against each Condominium unit for any unpaid assessments against the owner thereof, and for interest accruing thereon, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said liens may be recorded among the Public Records of Martin County, Florida, by filing a claim therein which states the legal description of the Condominium unit, and the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien, including attorney's fees, shall have been paid. Such claims of lien may be signed and verified by an officer of the Association, or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at his expense. All such liens shall subordinate to the lien of mortgages or other liens recorded prior to the date of recording the claim of lien; and all such liens may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property; provided, however, that the Association shall give a delinquent unit owner at least thirty (30) days notice, by certified mail, return receipt requested, of its intention to foreclose. In any such foreclosure the owner of the Condominium unit subject to the lien shall be required to pay a reasonable rental for the Condominium unit, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association may also, at its options, sue to recover the same. The Association may also, at its options, sue to recover a money judgment for unpaid assessments without thereby waiving the lien securing the same. In the event a mortgagee of a first mortgage of record shall obtain title to the Condominium unit as a result of the foreclosure of a first mortgage, or in the event an institutional mortgagee as to a first mortgage of record shall obtain title to an apartment unit as the result of a

conveyance in lieu of such foreclosure of such first mortgage, such acquirer of title, its successors and assigns, shall not be liable for that share of the common expenses or assessments by the Association chargeable to the Condominium unit, or the owner thereof, which became due prior to the acquisition of title by such institutional mortgagee or purchaser at foreclosure sale, and any such unpaid share of common expenses, or assessments, chargeable against any such foreclosed Condominium unit, or chargeable against any Condominium unit transferred in lieu of a foreclosure, shall be deemed a common expense, to be paid in the same manner as other common expenses of the Condominium by all of the Condominium Unit owners.

8. Association The operation of the Condominium shall be by KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:
- 8.1 Articles of Incorporation A copy of the Articles of Incorporation of the Association, which set forth its powers and duties, is attached as an Exhibit "D".
- 8.2 By-laws A copy of the By-laws of the Association is attached as an Exhibit "E".
- 8.3 Limitations upon liability of Association Notwithstanding the duty of the Association to maintain and repair portions of the Condominium property, the Association shall not be liable to Condominium unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.
- 8.4 Restraint upon assignment of shares and assets The share of a member in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his condominium unit.
- 8.5 Approval or disapproval of matters Whenever the decisions of a Condominium unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such

owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

8.6 Voting Rights The rights of the unit owners to vote shall be as provided in the By-laws.

9. The insurance other than title insurance that shall be carried upon the Condominium property and the property of the Condominium unit owners shall be governed by the following provisions:

9.1 Authority to purchase; named insured All insurance policies upon the Condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Condominium unit owners, without naming them, and as agent for their mortgages. Provisions shall be made for the issuance of mortgagee endorsements and certificates of insurance to the mortgages of Condominium unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the insurance trustee designated below and all policies and their endorsements shall be deposited with the insurance trustee. Unit owners must obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

9.2 Coverage

- (a) Casualty All buildings and improvements upon the Condominium property shall be insured in an amount equal to the insurance replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. Coverage shall afford protection against:
- (1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and
 - (2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.
- (b) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the

Association, including but not limited to hired automobile and non-owned automobile coverage's, and with cross liability endorsements to cover liabilities of the Condominium unit owners as a group to a Condominium owner.

- (c) Workmen's compensation insurance to meet the requirements of the law.
- (d) Such other insurance that the Board of Directors of the Association shall determine from time to time to be desirable.
- (e) Insurance policies shall be open for inspection by unit owners or their representative at all reasonable times.

9.3 Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

9.4 Insurance Trustees; Share of proceeds All insurance policies purchased by the Association shall be for the benefit of the Association and the Condominium unit owners and their mortgages as their interest may appear, and shall provide that all proceeds, covering property losses shall be paid to a national banking institution located within Martin County, Florida, as Trustee, or to such other bank in Florida with trust powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association, the trustee being referred to herein as the Insurance Trustee; however, that the selection of the Insurance Trustee is subject to the approval of the institutional mortgagee holding the greatest dollar amount of the first mortgages against the apartment units in the Condominium. The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the condominium unit owners and their mortgages in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee:

- (a) Proceeds on account of damage to common elements An undivided share for each Condominium unit owner, such share being the same as the undivided share in the common

elements and limited common elements appurtenant to his Condominium unit.

- (b) Condominium Units Proceeds on account of damage to Condominium units shall be held in the following undivided shares:
- (1) When an individual Building is to be restored: For the owners of damaged Condominium units in proportion to the cost of repairing the damage suffered by each Condominium Unit owner, said cost to be determined by the Association.
 - (2) When an individual Building is not to be restored; An undivided share for each Condominium unit owner in said Building, such share being in the same proportion as each unit owner's undivided share in the common elements bears to the total of the undivided shares appurtenant to all of the units contained in the Building.
- (c) Mortgages In the event a mortgagee endorsement has been issued as to a Condominium unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interest may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Condominium unit owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged unit in any of the following events:
- (1) Its mortgage is not in good standing and is in default. Nothing herein shall be construed as granting a mortgagee a right to apply or have applied to the reduction of its mortgage debt any insurance proceeds, notwithstanding that the mortgage is not in

good standing and is in default, except to the extent that such mortgage proceeds shall be disbursed or disbursed to a Condominium unit owner and the mortgagee.

- (2) Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

9.5 Distribution of Proceeds Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

- (a) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.
- (b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittance to Condominium unit owners and their mortgages being payable jointly to them. This is a covenant for the benefit of, and may be endorsed by, any mortgagee of a Condominium unit.
- (c) If it is determined in the manner of elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Condominium unit owners and their mortgages being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a Condominium unit.
- (d) In making distribution to Condominium unit owners and their mortgages, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the Condominium unit owners and their respective shares of the distribution.

9.6 Association as Agent The Association is hereby irrevocably appointed Agent for each Condominium unit owner and for each owner of any other interest in the Condominium property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

9.7 Recreation Area The terms of the Ninety-Nine Year Lease shall govern the distribution of proceeds of insurance on or attributable to such area, provided, however, that no distribution of proceeds shall be made to the Lessor unless it shall have been determined pursuant to the terms and provisions of the said Nine-Nine Year Lease not to reconstruct or repair damage to the property demised there under.

10 Reconstruction or repair after casualty:

10.1 Determination to reconstruct for repair If any part of the Condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

- (a) Common element If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.
- (b) (1) Lessor damage If the damaged improvement is an apartment building, and if apartment to which fifty percent (50%) of the common elements are appurtenant are found by the Board of Directors of the Association to be tentantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.
- (2) Major damage If the damaged improvement is an apartment building, and if apartments to which more than fifty percent (50%) of the common elements are appurtenant and found by the Board of Directors to be not tentantable, then the damaged property will not be reconstructed or repaired, and the Condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty, the owners of eighty percent (80%)

of the common elements agree in writing to such reconstruction or repair.

(c) Certificate The insurance Trustee may rely upon a certificate of the Association made by its President and attested by its Secretary as to whether or not the damaged property is to be reconstructed or repaired.

- 10.2 Plans and specifications Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original builder, or, in lieu thereof, according to the plans and specifications approved by the Board of Directors of the Association, and if the damaged property is in an apartment building, by the owners of not less than eighty percent (80%) of the common elements including the owners of all damaged apartments, together with the approval of the institutional mortgagees holding first mortgages upon all damaged apartments, which approval shall not be reasonably withheld.
- 10.3 Responsibility If the damages is only to those parts of one Condominium unit for which the responsibility of maintenance and repair is that of the Condominium unit owner, then the said owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.
- 10.4 Estimate of costs Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.
- 10.5 Assessments If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Condominium unit owners who own the damaged Condominium units, and against all Condominium unit owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against Condominium unit owners for damage to Condominium units shall be in proportion to the cost of reconstruction and repair of their respective

units. Such assessments on account of damage to common elements shall be in proportion to the owner's obligation for common expenses.

10.6 Construction funds The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Condominium unit owners, shall be disbursed in payment of such costs in the following manner:

- (a) Association If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, and if the Association levies assessments in order to provide funds for payments of such reconstruction and repair, then the Association shall deposit such assessments with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.
- (b) Insurance Trustee The proceeds of insurance collected on account of casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:
 - (1) Association Lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed to the Association for proper disbursements provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.
 - (2) Association Major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be

disbursed by the Insurance Trustee in payment of such costs in the manner required by the Board of Directors of the Association.

- (3) Condominium Unit Owner The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Condominium unit owner shall be paid to the said owner, or if there is a mortgagee endorsement as to the Condominium unit, then to the owner thereof and the mortgagee jointly, who may use such proceeds as they may be advised.
- (4) Surplus It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner to the construction fund shall not be made payable to any mortgagee.
- (5) Certificate Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the Condominium unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association, or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee

is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided, that when the Association, or a mortgagee that is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

- 11 Use Restrictions The use of the Condominium property shall be in accordance with the following provisions as long as the Condominium exists and the apartment buildings in useful condition exist upon the land:
- 11.1 Dwelling units Each of the dwelling units shall be occupied only as a single family private dwelling by the owner and members of his family. No corporate ownership and or partnership.
- 11.2 Common elements and limited common elements The common elements and limited common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Condominium unit owners in accordance with such rules and regulation as may be promulgated by the Association as provided in subparagraph 11.10 below.
- 04 11.3 Pets No dogs or cats shall be maintained in any of the condominium units. However, tropical fish, goldfish, birds, parrots in designed bowls, tanks, or cages may be kept therein. The few owners that have cats, dogs that were grandfathered in since 1997 can remain until their demise, or until owner sells unit. They cannot be replaced. Cats that roam the area will be considered "feral" and animal control will be notified.
- 11.4 No Condominium unit owner shall permit any use of barbecue grill, whether coal or gas within the screened portion of their unit or make any use of common property that will increase cost of insurance upon the entire property. No nuisances shall be allowed upon the Condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of all the property by its residents
All parts of the Condominium shall be kept in a clean and sanitary

condition and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Condominium unit owner shall permit any use of his unit or make any use of the common element that will increase the cost of insurance upon the Condominium property. permit any use of his unit or make any use of the common element that will increase the cost of insurance upon the Condominium property.

- 11.5 Lawful use No immoral, improper, offensive or unlawful made of the Condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.
- 11.6 Violations When the board meets to discuss violations of rules and regulations, owners will be notified in writing to comply with violations, given a thirty (30) day period in which to comply, otherwise a fine up to a \$100.00 per day may be imposed not to exceed \$1,000.00
- 11.7 Trash Any owner who makes changes to a unit and places couches, appliances, etc. for pickup must make arrangements with the city and pay appropriate fees.
- 11.8 Vehicles No trucks, campers, motorcycles, boats, boat trailers, other vehicles other than conventional passenger automobiles with windows shall be allowed to park in the parking areas. Each unit owner shall park only in his or her assigned parking space Trucks making deliveries during normal business hours permitted.
- 11.9 Signs No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the common elements or apartments.
- 11.10 Regulations Reasonable regulations concerning the use of Condominium property may be made and amended from time to time by the Board of Directors of the Association in the manner provided by the Articles of Incorporation and By-laws. Copies of such regulations and amendments shall be furnished by the Association to all Condominiums unit owners and residents of the Condominium upon request.

- 12 Maintenance of community interests In order to maintain a community of congenial residents who are financially responsible, and thus protect the value of the apartments, the transfer of apartments by any owner is subject to the following provision as long as the Condominium exists upon the land:

12.1 Transfers subject to approval

- (a) Sale No apartment owner may dispose of an apartment or any interest therein by sale without the approval of the Association.
- (b) Lease No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association.
- (c) Gift If any apartment owner shall acquire title by gift, the continuance of his ownership shall be subject to the approval of the association.
- (d) Device of inheritance If any apartment owner shall acquire his title by devise or inheritance the continuance of his ownership shall be subject to the approval of the Association.
- (e) Other transfers If any apartment owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership shall be subject to the approval of the Association.

12.2 Approval by Association The approval of the Association that is required for the transfer of ownership of apartments shall be obtained in the following manner:

- (a) Notice to Association
 - (1) Sale An apartment owner intending to make a bonafide sale of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser as the Association may reasonable require.
 - (2) Lease Condominium owner may make a bona-fide lease for (3) months minimum during seasonal periods (December through May) Said lessee must pay screening fee in the amount

of \$100.00 and be informed of the rules and regulations. Both owner and lessee will be responsible for violations and/or damage.

- (3) Gift, devise, or inheritance; other transfers If the apartment owner have obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning his apartment owner as the Association may reasonable require, and a certified copy of the instrument evidencing the owner's title.
- (b) Certificate of approval
- (1) Sale If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by any officer of the Association, in recordable form.
- (2) Lease If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by any officer of the Association, in non-recordable form. L
- (3) Gift, devise or inheritance; other transfers If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the said owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by any officer of the Association in recordable form.
- (4) Screening fees The Association shall require the deposit of a reasonable screening fee to delivered to the Association simultaneously with the giving of notice of intention to sell or lease, or of transfer by gift, devise, inheritance or other manner for the purpose of defraying the Association's expenses and providing for the time involved in determining

whether to approve or disapprove the transaction or continued ownership by a transferee, said screening fee to be a sum not more than \$100.00; however, no charge shall be made on the extension or renewal of an existing lease

- (d) Failure to give notice If notice to the Association as herein above required is not given, then at any time after receiving knowledge of a transaction or even transferring ownership or possession of an apartment, the Association, at its election and without notice, may approve or disapprove the transaction.

12.3 Disapproval by Association If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed of in the following manner:

- (a) Sale If the proposed transaction is a sale and the notice of sale is given by the apartment owner, within thirty (30) days the Board can refuse the application for a valid reason, seller will secure another buyer at negotiated price .
- (1) The sale shall be closed within (thirty (30) days after delivery of mailing of the agreement to purchase.
 - (2) A certificate of approval from the Association executed by any of its officers in recordable form shall be delivered to the purchaser.
- (b) Gift, devise or inheritances; other transfers If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days the owner will provide a copy of certificate of Gift devise, inheritance to the Board of Directors.

12.4 Mortgage No apartment owner may mortgage his apartment nor any interest in it without the approval of the Association except to a bank, life insurance company or a savings and loan association, or to a seller to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

12.5 Exceptions The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association or other institution that acquires its title as the result of owning a mortgage upon the apartment concerned and this shall be so whether the title is acquired by a deed from the mortgagor, his successors or assigns, or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by a bank, life insurance company, savings and loan associations or other institution that so acquires its title. association or other institution that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding, provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

12.6 Unauthorized transactions Any sale, mortgage, lease or other transfer not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

12.7 Recording approval Whenever in this section an approval in recordable form is required of the Association in connection with the sale, transfer or pledging of apartment, it is understood and agreed that the said approval shall not be recorded except at the same time and simultaneously with the recording of the Deed or mortgage, as appropriate.

12.8 Notice of lien or suit

- (a) A Condominium unit owner shall give notice, in writing, to the Association of every lien upon his condominium unit other than for authorized mortgages, taxes and special assessments within five (5) days after the attaching of the lien.
- (b) Notice of suit A Condominium owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Condominium unit, such notice to be given within five (5) days after the Condominium unit owner shall receive knowledge of notice thereof.

- (c) Failure to comply Failure to comply with this section concerning liens will not affect the liability of any judicial sale.

12.9 Whenever in this section an approval is required of the Association in connection with the sale, transferring, leasing or pledging of any apartment and such approval shall not have been obtained pursuant to the provisions hereof, failure upon the part of the Association to object in writing to such sale, transfer, leasing or pledging within ninety (90) days after the date thereof, or within thirty (30) days of the date upon which the purchaser, transferee, or lessee shall take possession of the premises, whichever date shall be later, shall constitute waiver by the Association of the written consent otherwise required by this section.

- 13 Purchase of Condominium units by Association The Association shall have the power to purchase Condominium units subject to the following provisions:

13.1 Decision The decision of the Association to purchase a Condominium unit shall be made by its directors, without the necessity of approval by its membership except as is hereinafter expressly provided for.

13.2 Limitation If the Association shall be the owner or agreed purchaser of five (5) or more apartments, it shall not purchase any additional apartments without prior written approval of seventy-five per cent (75%) of the members eligible to vote. A member whose Condominium unit is the subject matter of a proposed purchase shall be ineligible to vote thereon, provided, however, that the limitations hereof shall not apply to Condominium

- 14 Rights of Association to Purchase Condominium Unit The Association shall only have the right to purchase a Condominium Unit if provided for in Article 12 of this Declaration.

- 15 Compliance and default Each Condominium unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Declaration of Covenants and Restrictions, Articles of Incorporation, and By-laws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a Condominium unit owner to comply with such documents and regulations shall entitle the Association or other Condominium unit owners to the following relief in addition to the remedies provided by the Condominium Act:

15.1 Negligence A condominium unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their

guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Condominium unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Condominium unit or its appurtenances, or of the common elements, by the Condominium unit owner and may also levy fines as stated in section 11.6.

15.2 Costs and attorney's fees In any proceeding arising because of an alleged failure of a Condominium unit owner or the Association to comply with the terms of the Declarations, Articles of Incorporation of the Association, the By-laws or the Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and the Association, if it shall prevail, shall further be entitled to recover such reasonable attorney's fees as may be awarded by the court, provided, however, no attorney's fees shall be recovered against the Association in any such action.

15.3 No waiver of rights The failure of the Association or any Condominium unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Declaration of Covenants and Restrictions, the Articles of Incorporation, the By-laws or the Regulations shall not constitute a waiver of the right to do so thereafter.

16 Amendments Except as elsewhere provided to the contrary, this Declaration of Condominium and the Charter and By-laws of KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC. may be amended in the following manner:

16.1 Notice Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

16.2 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten percent (10%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided the President or, in the event of his refusal or failure to act,

the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

- (a) Not less than 66-2/3% of the votes of the entire membership of the Board of Directors and by not less than 51% of the votes of the entire membership of the Association; or
- (b) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Condominium unit owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Martin County, Florida.

I

- (c) Anything herein to the contrary notwithstanding until the first regular election of Directors by the membership, an amendment shall require only the unanimous consent of the Board of Directors, and no meeting of the Condominium unit owners nor any approval thereof need be had.

16.3 Proviso Provided, however, that no amendment shall discriminate against any Condominium unit owner nor against any Condominium unit or class or group of Condominium units unless the Condominium unit owners so affected shall consent; and no amendment shall change any Condominium unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the Condominium unit concerned and all record owners of mortgages on such condominium unit shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "insurance" nor in the section entitled "Reconstruction or Repair after Casualty" unless the record owners of all mortgages upon the Condominium shall join in the execution of such amendment.,

16.4 Execution and Recording A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the said certificate shall be executed by the President of the Association and attested to by the Secretary with the formalities of a

deed and shall be effective upon recordation thereof in the Public Records of Martin County, Florida.

- 17 Termination The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:
- 17.1 Destruction If it is determined in the manner elsewhere provided that the apartment units shall not be reconstructed because of major damage, the Condominium plan of ownership will be terminated without agreement.
- 17.2 Agreement The Condominium may be terminated at any time by the approval in writing of all record owners of apartments and all record owners of mortgages on apartment. If the proposed termination is submitted to a meeting of the members of the Association, and notice of the meeting giving notice of the proposed termination, and if the approval of the owners of not less than seventy-five (75%) percent of the common elements, and of the record owners of all mortgages upon the apartments is obtained in writing no later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the Condominium units of the disapproving owners for the period ending the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercise, the approvals shall be irrevocable. The option shall be upon the following terms:
- (a) Exercise of option The option shall be exercised by delivery of mailing by registered mail to each of the record owners of the Condominium units to be purchased an agreement to purchase signed by the record owners of Condominium units who will participate in the purchase. Such agreement shall indicate which Condominium units will be purchased by each participating owner and shall require the purchase of all Condominium units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.
- (b) Price The sales price for each Condominium unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to the price, it 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 appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Condominium 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 paid by the purchaser.

- (c) Payment The purchase price shall be paid in cash at closing.
- (d) Closing The sale shall be closed within thirty (30) days following determination of the sale price.

17.3 Certificate Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of Martin County, Florida.

17.4 Shares of owners after termination. After termination of the Condominium, the Condominium unit owners shall own the Condominium property and all assets of the Association as tenants in common with undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owner's Condominium units prior to the termination.

17.5 Amendment This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartment.

- 18 Severability The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-laws and Regulations of the Association shall not affect the validity of the remaining portions.

This Amended and Restated Declaration of Kingman Acres Condominium Village IIA, Inc. has been approved by not less than sixty-six and two thirds (66 2/3%) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the votes of the entire membership of the Association.

The undersigned, Kingman Acres Condominium Village IIA, Inc. hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of the Amended and Restated Declaration of Condominium.

IN WITNESS WHEREOF, Kingman Acres Condominium Village, IIA, Inc., has caused these presents to be signed in its name, by its President and Secretary and its corporate seal affixed this 1st day of April, 2004.

CORPORATE SEAL



KINGMAN ACRES CONDOMINIUM VILLAGE, IIA, INC.

By: Haydee Ramos
Haydee-Ramos/ McGannon, Its President

By: Paula Woods
Paula Woods, Its Secretary

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledge before me on April 1, 2004, by Haydee Ramos-McGannon as President of Kingman Acres Condominium Village 2A, Inc. [] who is known to me, or [M] who produced FLDC as identification.



Haylie P. Bajis
Commission #DD171311
Expires: Dec 12, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

NOTARY STAMP

Haylie P. Bajis

NOTARY PUBLIC
4-1-04.

Martin C. McGannon

Witness #1 Name Signature

Martin C. McGannon
Witness #1 Name Printed

Marylou Smith

Witness #2 Name Signature

Marylou Smith
Witness #2 Name Printed

Joan N. Cherveney

Witness #3 Name Signature

Joan Cherveney
Witness #3 Name Printed

EXHIBIT "A"

Land in Martin County, Florida, being a part of Government Lots 2 and 3 in Section 15, Township 38 South, Range 41 East, bounded and described as follows:

Start at the Northwest corner of Section 15, Township 38 South, Range 41 East; thence run South $0^{\circ}44'18''$ West a distance of 60 feet to the Point of Beginning; thence continue to run South $0^{\circ}44'18''$ West a distance of 783.50 feet; thence run South $80^{\circ}25'42''$ East a distance of 270 feet; thence run North $0^{\circ}44'18''$ East a distance of 192 feet; then run North $21^{\circ}19'21''$ East a distance of 71.11 feet; thence run North $0^{\circ}44'18''$ East a distance of 525 feet; thence run North $89^{\circ}25'32''$ West along the south right of way line of Monterey Road a distance of 295 feet to the Point of Beginning.

Land in Martin County, Florida:

Start at the Northwest Corner of Section 15, Township 38 South, Range 41 East; thence run South $85^{\circ}25'42''$ East along the North line of said Section 15, a distance of 295.00 feet; then run South $00^{\circ}44'18''$ West, a distance of 350.00 feet; for the Point of Beginning; then run South $39^{\circ}13'26''$ East, a distance of 2378.31 feet, then run South $50^{\circ}46'24''$ West, a distance of 140.89 feet; thence run South $00^{\circ}44'18''$ West, a distance of 117.79 feet; thence by curve to the left, with radius of 25.00 feet, run a distance along the arc of 26.29 feet, through a central angle $60^{\circ}15'13''$; thence run South $59^{\circ}30'55''$ East, a distance of 213.66 feet; thence run South $50^{\circ}46'24''$ West, a distance 53.31 feet; thence run North $59^{\circ}30'55''$ West, a distance of 27.89 feet; thence run South $30^{\circ}29'05''$ West, a distance of 110.00 feet; thence run South $59^{\circ}30'55''$ East, a distance of 60.00 feet; thence run South $30^{\circ}29'05''$ West, a distance of 147.50 feet; thence run North $59^{\circ}30'55''$ West, a distance of 15.47 feet; thence by curve to the left with radius of 37.50 feet, run a distance along the arc of 70.47 feet, through a central angle of $107^{\circ}40'34''$; thence run North $89^{\circ}15'42''$ West, a distance of 38.33 feet; thence run North $00^{\circ}44'18''$ East, a distance of 323.33 feet; thence run North $89^{\circ}15'42''$ West, a distance of 110.00 feet; thence run North $00^{\circ}44'18''$ East, a distance 351.67 feet; thence run North $21^{\circ}19'21''$ East, a distance of 71.11 feet, thence run North $00^{\circ}44'18''$ East, a distance of 175.00 feet to the Point of Beginning.

Land in Martin County, Florida:

Start at the Northwest Corner of Section 15, Township 38 South, Range 41 East; thence run S 89° 25' 42" E along the North line of said Section 15, a distance of 295.00 feet; then run S 00° 44' 18" W, a distance of 350.00 feet; for the Point of Beginning; thence run S 39° 13' 26" E, a distance of 378.31 feet; thence run S 50° 46' 24" W, a distance of 140.89 feet; thence run S 00° 44' 18" W, a distance of 117.79 feet; thence by curve to the left, with radius of 25.00 feet, run a distance along the arc of 26.29 feet, through a central angle 60° 15' 13"; thence run S 59° 30' 55" E, a distance of 213.66 feet; thence run S 50° 46' 24" W, a distance 53.31 feet; thence run N 59° 30' 55" W, a distance of 27.89 feet; thence run S 30° 29' 05" W, a distance of 110.00 feet; thence run S 59° 30' 55" E, a distance of 60.00 feet; thence run S 30° 29' 05" W, a distance of 147.50 feet; thence run N 59° 30' 55" W, a distance of 15.47 feet; thence by curve to the left with radius of 37.50 feet, run a distance along the arc of 70.47 feet, through a central angle of 107° 40' 34"; thence run N 89° 15' 42" W, a distance of 38.33 feet; thence run N 00° 44' 18" E, a distance of 323.33 feet; thence run N 89° 15' 42" W, a distance of 110.00 feet; thence run N 00° 44' 18" E, a distance 351.67 feet; thence run N 21° 19' 21" E, a distance of 71.11 feet, thence run N 00° 44' 18" E, a distance of 175.00 feet to the Point of Beginning.

Clerk's Note:
Legibility of this document
determined to be substandard

Before me, the undersigned authority duly authorized to administer oaths, personally appeared LEE BROCK, who having been duly sworn, deposes and says:

1. He is a duly registered land surveyor under the laws of the State of Florida, and he has made a recent survey of the lands described in the foregoing Declaration of Condominium, and said survey is true and correct to the best of his knowledge and belief, and there are no above-ground encroachments unless otherwise noted.

2. I hereby certify that the Declaration of Condominium of Kingsan Acres Condominium Village IIA, together with the exhibits attached thereto, constitutes a correct representation of the improvements located upon the real property described therein, and the construction of the improvements described therein is sufficiently complete so that the survey and plot plan included as exhibits to the Declaration of Condominium, together with the wording of the Declaration relating to matters of survey, is a correct representation of the improvements therein described, and, further, that with such materials there can be determined therefrom the identification, location, and dimensions of the common elements and of each condominium unit.

3. Further Affiant saith not.



Lee Brock

Sworn to and subscribed before me
this 5 day of April, 1976.

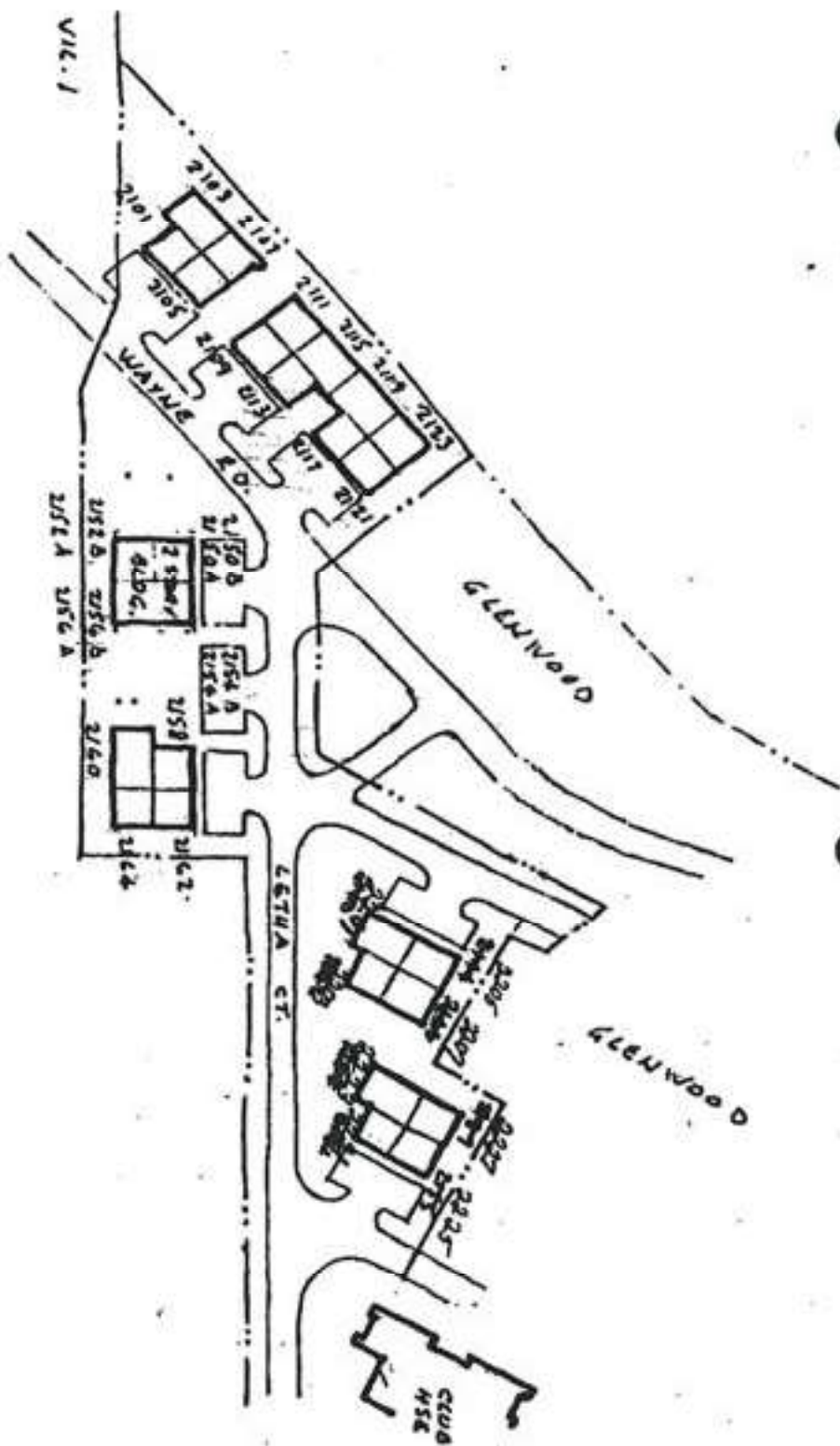


Notary Public, State of Florida as Large

(SEAL)

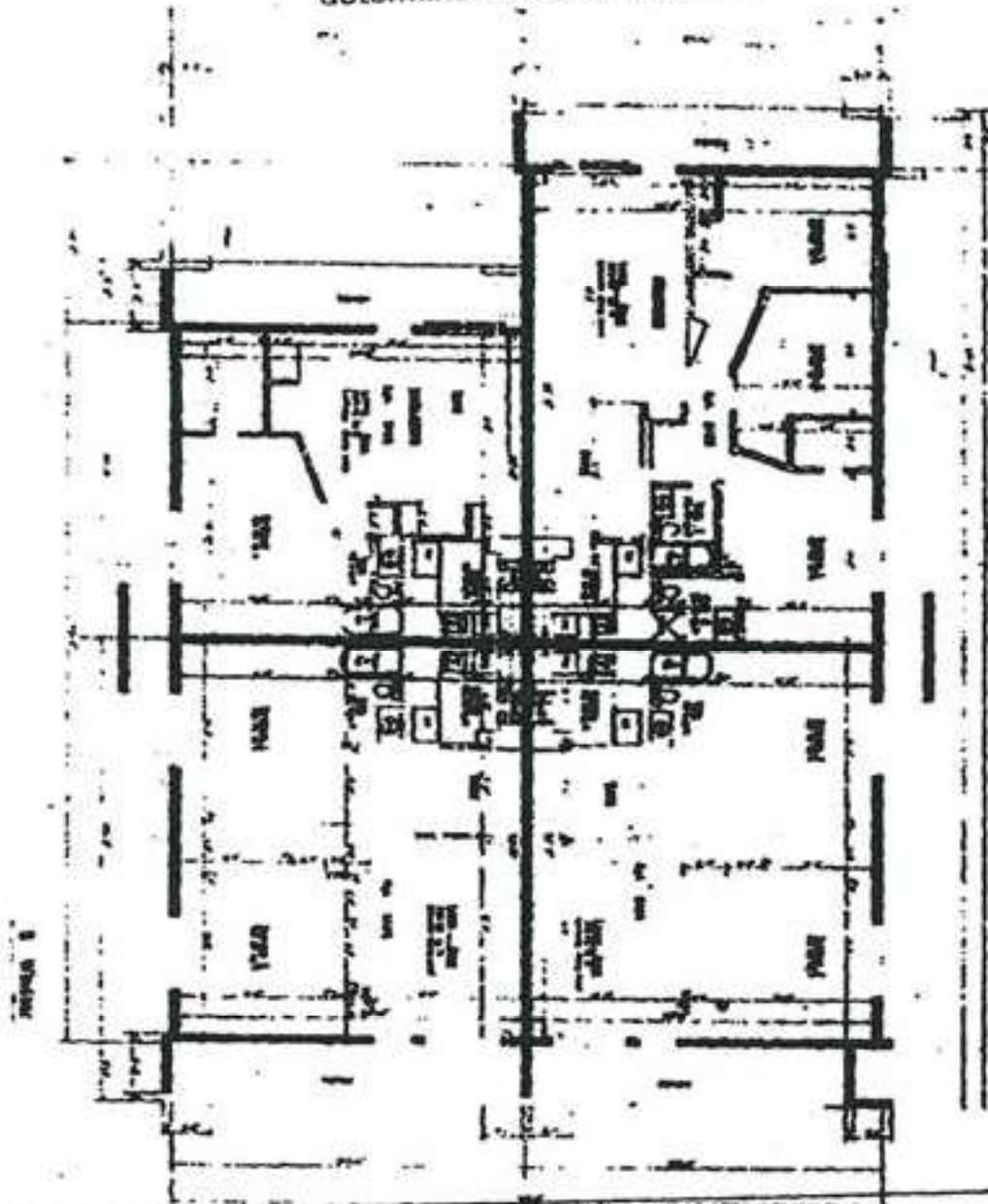
My Commission Expires: _____

Clerk's Note:
Legibility of this document
determined to be standard

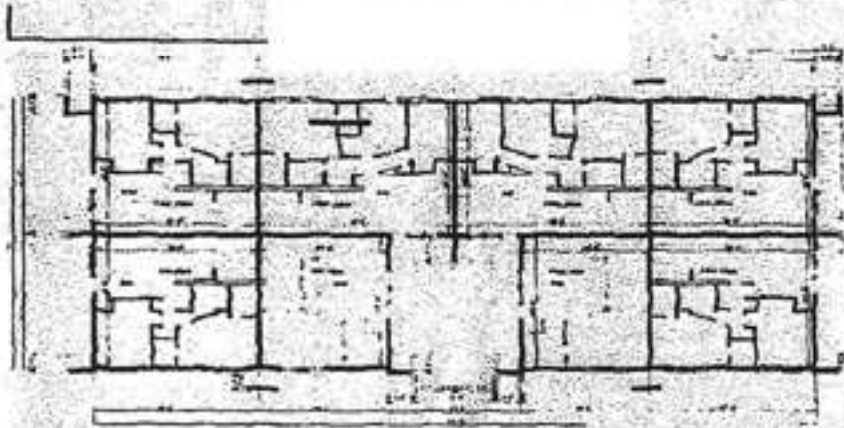


SITE PLAN
 KINGMAN ACRES - VIL. 2A
 STUART, FL.

Clerk's Note:
Legibility of this document
determined to be substandard



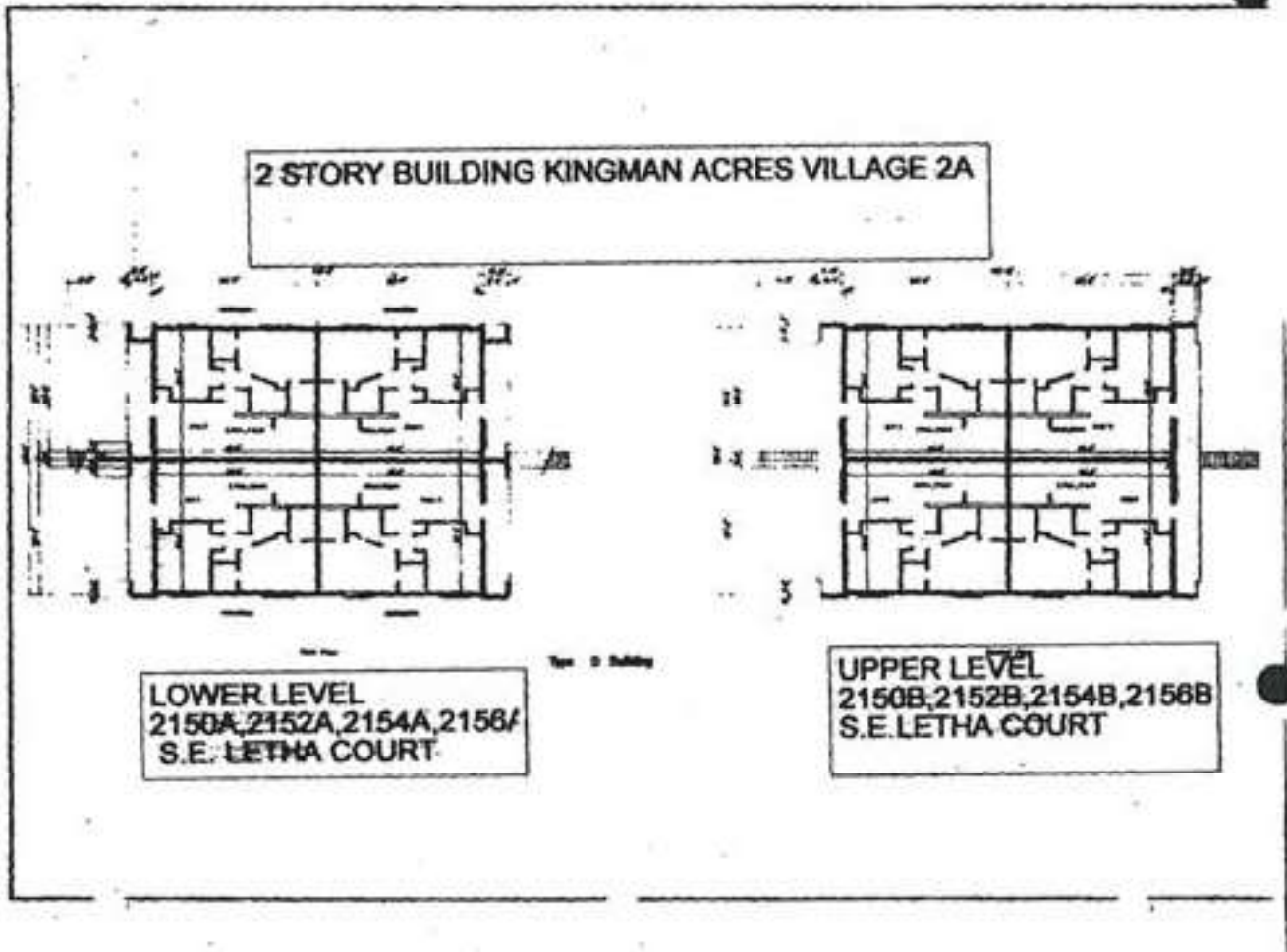
2101, 2103, 2105, 2107 S.E. Wayne Road
Kingman Acres Village 2A



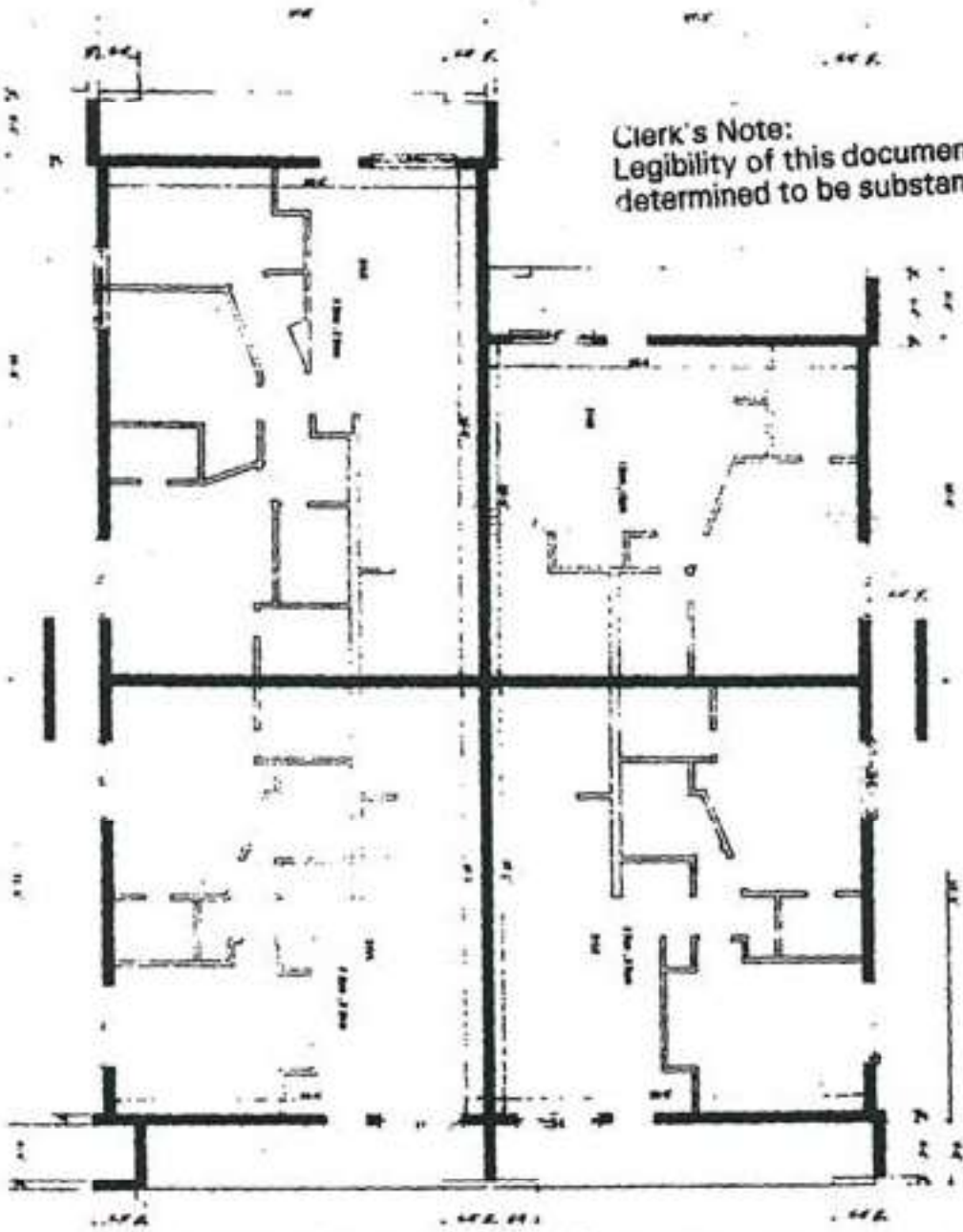
8 Unit Condo Bldg. at Kingman Acres Village#2A

2109,2111,2113,2117,2119,2121,2123 S.E.Wayne Rd.

Clerk's Note:
Legibility of this document
determined to be substandard

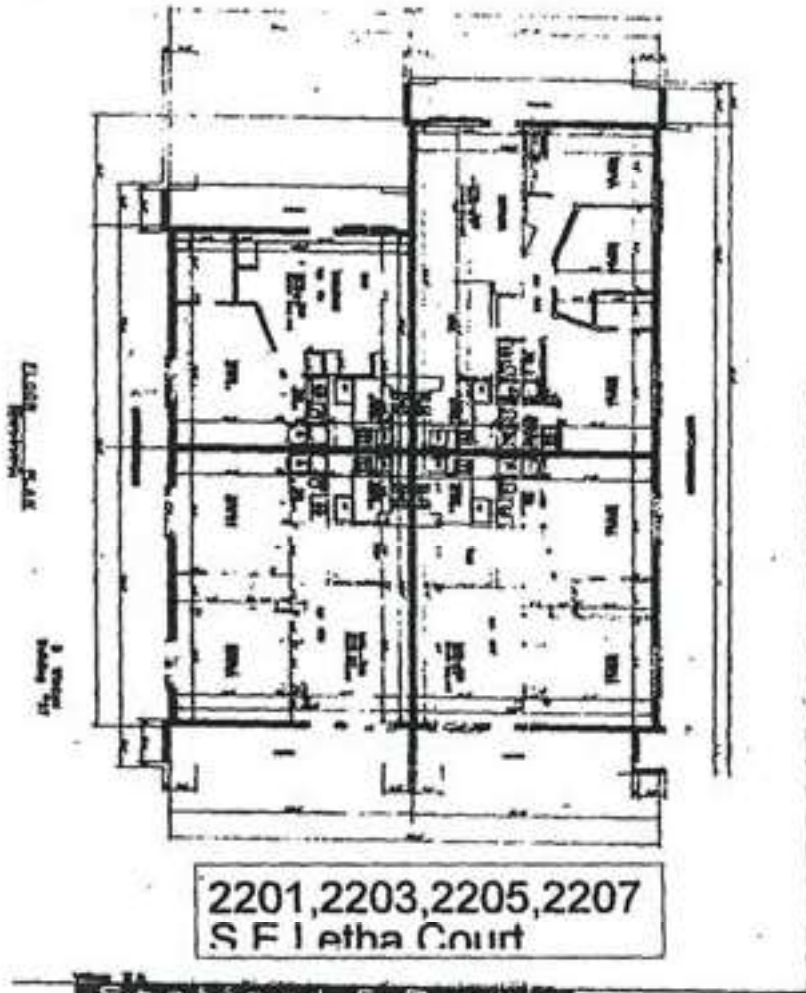


Clerk's Note:
Legibility of this document
determined to be substandard

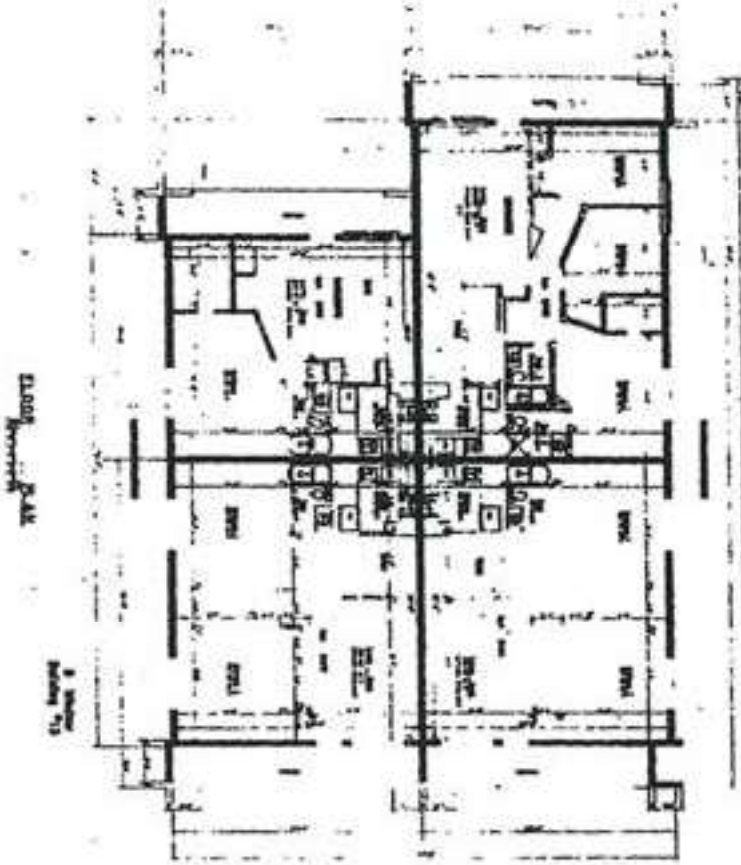


Clerk's Note:
Legibility of this document
determined to be substandard

Kingman Acres Village2A
2158,2160,2162,2164 S.E.Letha Court



Clerk's Note:
Legibility of this document
determined to be substandard



WALLS
DOORS

STAIRS

2221, 2223, 2225, 2227
S.E. Letha Court

Clerk's Note:
Legibility of this document
determined to be substandard

EXHIBIT 'C'

PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND
COMMON SURPLUS

UNIT		UNIT	
2101 S.E. Wayne Road	.02477	2150A S.E.Letha Court	.03143
2103 S.E.Wayne Road	.03713	2150B S.E.Letha Court	.03143
2105 S.E.Wayne Road	.03143	2152A S.E Letha Court	.03143
2107 S.E. Wayne Road	.03143	2152B S.E. Letha Court	.03143
2109 S.E.Wayne Road	.03143	2154A S.E. Letha Court	.03143
2111 S.E.Wayne Road	.03143	2154B S.E. Letha Court	.03143
2113 S.E.Wayne Road	.02477	2156A S.E. Letha Court	.03143
2115 S.E.Wayne Road	.03713	2156B S.E. Letha Court	.03143
2117 S.E.Wayne Road	.02477	2158 S.E. Letha Court	.02477
2119 S.E.Wayne Road	.03713	2160 S.E. Letha Court	.03713
2121 S.E.Wayne Road	.03143	2162 S.E. Letha Court	.03143
2123 S.E.Wayne Road	.03143	2164 S.E. Letha Court	.03143
2221 S.E.Letha Court	.02477	2201 S.E. Letha Court	.03743
2223 S.E.Letha Court	.03713	2203 S.E. Letha Court	.02477
2225 S.E. Letha Court	.03143	2205 S.E. Letha Court	.03143
2227 S.E. Letha Court	.03143	2207 S.E.Letha Court	.03143

TOTAL 1.00000

EXHIBIT "B"

Land in Martin County, Florida;

Start at the Northwest Corner of Section 15, Township 38 South, Range 41 East; thence run South $89^{\circ}25'42''$ South along the North line of said Section 15, a distance of 295.00 feet; then run South $00^{\circ}44'18''$ West, a distance of 350.00 feet; for the Point of Beginning; thence run South $39^{\circ}13'26''$ East, a distance of 378.31 feet; thence run South $50^{\circ}46'24''$ West, a distance of 140.89 feet; thence run South $00^{\circ}44'18''$ West, a distance of 117.79 feet; thence by curve to the left, with radius of 25.00 feet, run a distance along the arc of 26.29 feet, through a central angle $60^{\circ}15'13''$; thence run South $59^{\circ}30'55''$ East, a distance of 213.66 feet; thence run South $50^{\circ}46'24''$ West, a distance 53.31 feet; thence run North $59^{\circ}30'55''$ West, a distance of 27.89 feet; thence run South $30^{\circ}29'05''$ West, a distance of 110.00 feet; thence run South $59^{\circ}30'55''$ East, a distance of 60.00 feet; thence run South $30^{\circ}29'05''$ West, a distance of 15.47 feet; thence by curve to the left with radius of 37.50 feet, run a distance along the arc of 70.47 feet, through a central angle of $107^{\circ}40'34''$; thence run North $89^{\circ}15'42''$ West, a distance of 38.33 feet; thence run North $00^{\circ}44'18''$ East, a distance of 323.33 feet; thence run North $89^{\circ}15'42''$ West, a distance of 323.33 feet; thence run North $00^{\circ}44'18''$ East, a distance 351.67 feet; thence run North $21^{\circ}19'21''$ East, a distance of 71.11 feet, thence run North $00^{\circ}44'18''$ North, a distance of 175.00 feet to the Point of Beginning.

EXHIBIT "C"

Land in Martin County, Florida, being a part of Government Lots 2 and 3 in Section 15, Township 38 South, Range 41 East, bounded and described as follows:

Start at the Northwest corner of Section 15, Township 38 South, Range 41 East; thence run South $0^{\circ}44'18''$ West a distance of 60 feet to the Point of Beginning; thence continue to run South $0^{\circ}44'18''$ West a distance of 783.50 feet; thence run South $89^{\circ}25'42''$ East a distance of 270 feet; thence run North $0^{\circ}44'18''$ East a distance of 192 feet; thence run North $21^{\circ}19'21''$ East a distance of 71.11 feet; thence run North $0^{\circ}44'18''$ East a distance of 525 feet; thence run North $89^{\circ}25'32''$ West along the south right of way line of Monterey Road a distance of 295 feet to the Point of Beginning.

EXHIBIT "D"

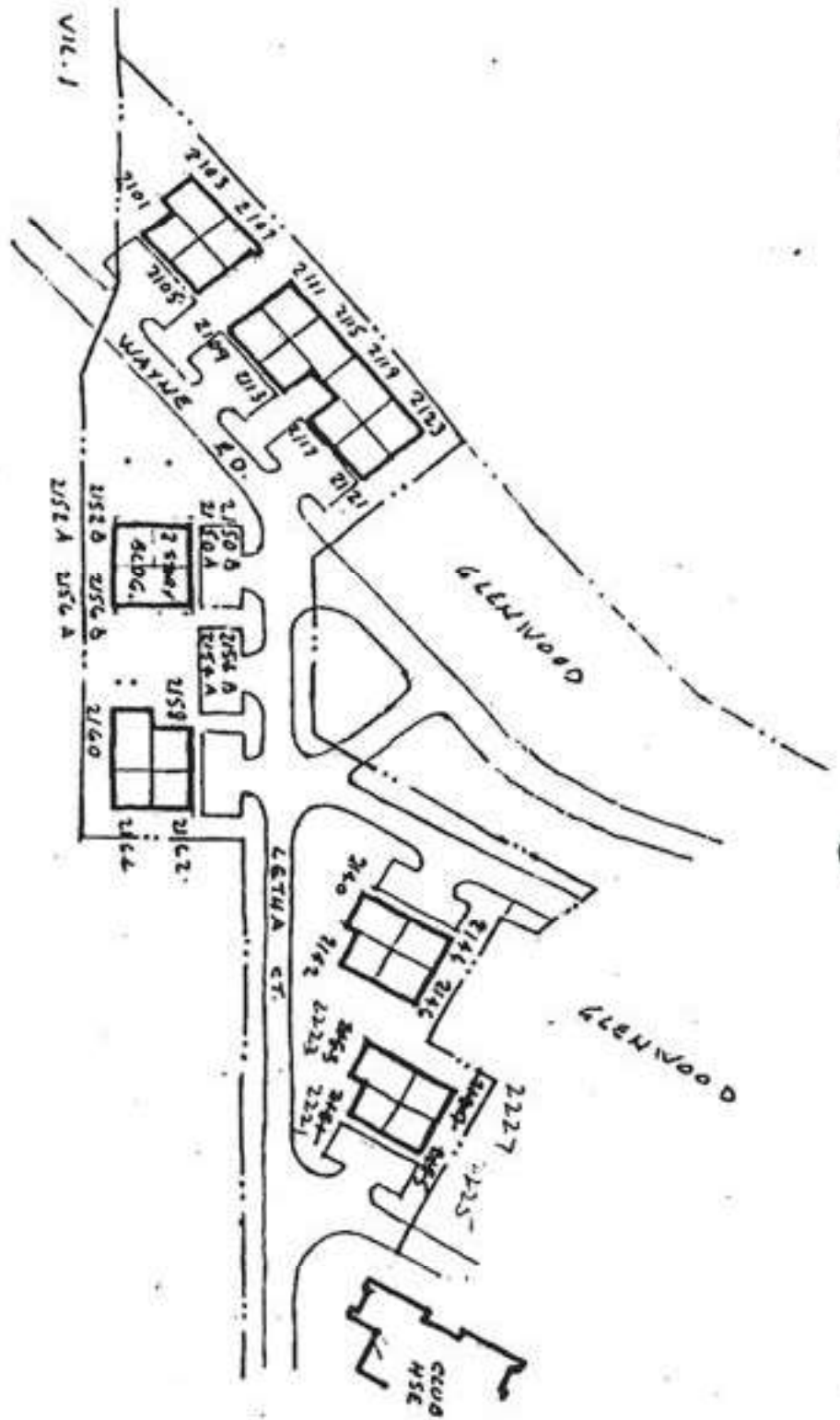
Lands lying and being in Martin County, State of Florida, and more particularly described as follows to wit:

Start at the Northwest corner of Section 15, Township 38 South, Range 41 East; thence run South $89^{\circ}25'41''$ East along the North line of said Section 15, a distance of 147.50 feet; thence run South $0^{\circ}44'18''$ West, parallel to the West line of said Section 15, a distance of 385.00 feet; thence run South $89^{\circ}15'44''$ East a distance of 118.49 feet; thence run South $39^{\circ}13'26''$ East a distance of 216.63 feet; thence run South $0^{\circ}44'18''$ West a distance of 582.94 feet; thence run South $89^{\circ}15'46''$ East a distance of 12.50 feet to the point of beginning; thence run South $00^{\circ}44'18''$ West a distance of 139.43 feet; thence by curve to the left of radius 37.50 feet run a distance of 74.87 feet through a central angle of $114^{\circ}24'15''$; thence run North $66^{\circ}20'03''$ East a distance of 149.33 feet; thence by a curve to the left of radius 37.50 feet, run a distance of 73.36 feet through a central angle of $125^{\circ}50'58''$; thence run North $59^{\circ}30'55''$ West a distance of 156.64 feet; thence by curve to the left of radius 37.50 feet, run a distance of 78.37 feet, through a central angle of $119^{\circ}44'47''$ to the Point of Beginning.

EXHIBIT "E"

Lands lying and being in Martin County, Florida:

Start at the Northwest corner of Section 15, Township 38 South, Range 41 East; thence run South $89^{\circ}25'42''$ East along the North line of said Section 15, a distance of 295.00 feet; thence run South $00^{\circ}44'18''$ West, a distance of 350.00 feet; thence run South $39^{\circ}13'26''$ East, a distance of 378.31 feet to the Point of Beginning; thence run South $50^{\circ}46'24''$ West, a distance of 140.89 feet; thence run South $00^{\circ}44'18''$ West, a distance of 117.79 feet; thence by a curve to the left, with radius of 25.00 feet, run a distance along the arc of 26.29 feet, through a central angle of $60^{\circ}15'13''$; thence run South $59^{\circ}30'55''$ East, a distance of 213.66 feet; thence run South $50^{\circ}46'24''$ West, a distance of 27.89 feet; thence run South $30^{\circ}29'05''$ West, a distance of 110.00 feet, thence run South $59^{\circ}30'55''$ East, a distance of 60.00 feet; thence run South $30^{\circ}29'05''$ West, a distance of 147.50 feet; thence run South $59^{\circ}30'55''$ East, a distance of 141.17 feet; thence by a curve to the right with radius of 37.50 feet, run a distance along the arc 73.36 feet, through a central angle of $125^{\circ}50'58''$; thence run South $66^{\circ}20'03''$ West, a distance of 149.33 feet; thence by a curve to the right, with radius of 37.50 feet, run a distance along the arc of 74.87 feet through a central angle of $114^{\circ}24'15''$; thence run North $89^{\circ}15'42''$ West, a distance of 38.33 feet; thence run North $00^{\circ}44'18''$ East, a distance of 323.33 feet; thence run North $39^{\circ}15'42''$ West, a distance of 110 feet; thence run North $00^{\circ}44'18''$ West, a distance of 577.34 feet; thence run North $66^{\circ}20'03''$ East, a distance of 1455.87 feet to the West Right-of-Way line of U.S. Highway No. 1; thence by a curve concave to the Southwest of radius ,5629.65 feet; a run distance Northwesterly along the arc of 51.23 feet through a central angle of $00^{\circ}31'17''$; thence run South $66^{\circ}20'03''$ West, a distance of 211.17 feet; thence run North $23^{\circ}39'57''$ West, a distance of 50 feet; thence run South $66^{\circ}20'03''$ West, a distance of 213.89 feet; thence run North $38^{\circ}33'03''$ West a distance of 399.91 feet; thence run South $66^{\circ}20'03''$ West, a distance of 100.17 feet; thence run North $59^{\circ}30'55''$ West, a distance of 319.92 feet; thence run North $39^{\circ}13'26''$ West, a distance of 395.08 feet to the Point of Beginning.



SITE PLAN
 KINGMAN ACRES - VIL. 2A
 STUART, FL.

D2

01253723

97 SEP 10 AM 10:44

K-472/mc

CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
KINGMAN ACRES CONDOMINIUM VILLAGE IIA

I, JOHN D. COLBURN, as President of KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC., a Florida not-for-profit corporation, do hereby certify that the Declaration of Condominium for KINGMAN ACRES CONDOMINIUM VILLAGE IIA, a Condominium, as recorded in Official Records Book 418, Page 488, et seq., Martin County, Florida, Public Records, was duly amended by unanimous vote of the Board of Directors, and by more than fifty-one (51%) percent of the entire membership of KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC., at a special meeting of the membership called in accordance with paragraph 8 of the By-laws (Exhibit E to the Declaration of Condominium), held on the 24th day of June, 1997, in the following respects:

The time of the annual meeting as provided in paragraph 2.1 of the By-laws is changed from the second Thursday of January of each year to the second Thursday in November of each year.

Dated this 4 day of September, 1997.

Witnesses:

John E. Prewitt
John E. Prewitt
Printed name

KINGMAN ACRES CONDOMINIUM
VILLAGE IIA, INC., a Florida
not-for-profit corporation,

Mary Corcoran
MARY CORCORAN
Printed name

By: John D. Colburn
John D. Colburn, President

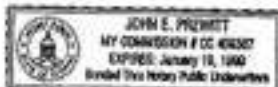
(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 4 day of September, 1997, by JOHN D. COLBURN, the President of KINGMAN ACRES VILLAGE IIA, INC., who signed on behalf of the corporation.

John E. Prewitt
Signature of Notary Public
State of Florida



Print, type or stamp commissioned
name of Notary Public
My commission expires:

Personally known or produced identification _____
Type of Identification Produced _____

LAW OFFICES
Quinn-Tamm Corporation
PREWITT & BARNES, P.A.
200 W. OCEAN BLVD.
STUART, FLORIDA 34994

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AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
KINGMAN ACRES, A CONDOMINIUM

On motion duly made and seconded, the following Resolution was unanimously adopted by the Board of Directors of Kingman Acres Condominium, Inc., on September 2, 1980 and by 97.3% of the general membership at the annual meeting on November 13, 1980.

RESOLVED THAT, the by-laws of Kingman Acres Condominium, Inc., be amended to change paragraph 2.1 by striking the words, "on the second Thursday of November of each year" and substituting therefore, the words "on the third Thursday of January of each year commencing in January 1982". In all other respects the remaining provisions of paragraph 2.1 and the by-laws are hereby ratified and confirmed.

DATED this 13th day of November 1980.

Approved by the following as all
of the Directors of Kingman Acres
Condominium, Inc.

Ralph Higley L.S.
~~Francis Booth~~ L.S.
~~David Heaton~~ L.S.
Grace J. Brown L.S.
Charles J. Toney L.S.
Mortimer Hersh L.S.
Macchert L.S.

KINGMAN ACRES CONDOMINIUM, INC., a
Florida non-profit corporation

WITNESS:
Clare Hughes
Its Secretary

By: Ralph Higley L.S.
Its President

STATE OF FLORIDA)
COUNTY OF MARTIN)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GRACE BROWN, DAVID HEATON, CHARLES TONEY, MORTIMER HERSH, FRANCIS BOOTH and RALPH HIGLEY, to me known to be the Directors of the corporation named herein, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of May, 1981. 523 PAGE 1180

Handy Tolson
Notary Public
My commission expires: Jan 11, 1985

State of FLORIDA
County of MARTIN

I **Hereby Certify**, That on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared.....

MAX SHEET, as one of the Directors of Kingman Acres
Condominium, Inc.

to me known to be the person..... described in and who executed the foregoing.....
document, and he acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State last aforesaid this 8th
day of June, A. D. 1981..



Christine D. James
Notary Public,

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 3, 1985
FORM 883 (THIS GENERAL ONE - UNDERWRITERS)

FILED FOR RECORD
MARTIN COUNTY, FLA.

81 JUN 9 AM 11:57

LOUIS B. WALKER
CLERK OF DISTRICT COURT
BT
D.C.

523 1181

Declaration

DECLARATION OF CONDOMINIUM

270425

OF

KINGMAN ACRES CONDOMINIUM VILLAGE IIA

The undersigned Declarant, CITIZENS AND SOUTHERN REALTY INVESTORS, a Maryland Real Estate Investment Trust, being the owner of fee simple title of record to those certain lands located and situate in Martin County, Florida, being more particularly described in an Exhibit "A" attached hereto, does hereby submit the said lands and improvements thereon to condominium ownership pursuant to the provisions of Chapter 718 of the Florida Statutes, hereinafter called the "Condominium Act".

1. The name by which this condominium is to be identified is KINGMAN ACRES CONDOMINIUM VILLAGE IIA.

2. Definitions. The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and By-Laws of the KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC., shall be defined in accordance with the provisions of Section 718.103 (Fla. Stat., Supp. 1976) of the Condominium Act, as amended, and as follows unless the context otherwise requires:

2.1 Condominium unit or unit means unit defined by the Condominium Act, and shall include within its definition apartment units.

2.2 Condominium unit owner or unit owner means a unit owner as defined by the Condominium Act.

2.3 Apartment or dwelling unit means a condominium unit intended and designed for a single family residential occupancy.

2.4 Apartment owner means the owner of an apartment unit.

2.5 Club means Kingman Acres Club, Inc., a non-stock, non-profit Florida corporation, which owns the Recreation Area and in which each unit owner will be required to be a member.

2.6 Association means KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC., and its successors.

2.7 Common elements shall include:

(a) All of those items stated in the Condominium Act.

(b) Tangible personal property required for the maintenance and operation of the Condominium, even though owned by the Association.

(c) All Condominium property not included in the apartment or in the Recreation Area.

2.8 Recreation Area means those lands and facilities owned by the Club, the use and operation of which are subject to and more particularly described in a Declaration of Covenants and Restrictions which is attached as Exhibit "F" hereto. Additional recreational facilities may be included within the common elements, but for the purposes of this Declaration shall not be included within the definition of "Recreation Area".

PLEASE RETURN THIS DOCUMENT TO:
DOUGLAS A. WARD
1800 FLORIDA TITLE BUILDING
JACKSONVILLE, FLORIDA 32202

THIS INSTRUMENT PREPARED BY
DOUGLAS A. WARD
ROGERS, TOWNE, SAULEY, JONES & GAY
ATTORNEYS AT LAW
JACKSONVILLE, FLORIDA

418 488

2.9 Common expenses include:

- (a) Expenses of administration and management of the Association and of the Condominium property.
- (b) Expenses of maintenance, operation, repair or replacement of the common elements, limited common elements, and of the portions of the apartment to be maintained by the Association.
- (c) The costs of carrying out the powers and duties of the Association.
- (d) The costs and operating expenses required under the terms and provisions of the Declaration of Covenants and Restrictions attached hereto as Exhibit "F".
- (e) Expenses declared common expenses by the provisions of this Declaration or by the By-laws of the Association.
- (f) Any valid charge against the Condominium property as a whole.

2.10 Condominium means all of the condominium property as a whole when the context so permits, including the lands and all improvements thereon, and all easements and rights of way appurtenant thereto intended for use in connection with the Condominium.

2.11 Utility services shall include but not be limited to electric power, gas, water, air conditioning, and garbage and sewerage disposal.

2.12 Covenants and Restrictions means that certain Declaration of Covenants and Restrictions concerning the use and operation of the Recreational Area and Facilities attached hereto as Exhibit "F".

3. The Condominium is described as follows:

3.1 A survey of the land and a graphic description of the improvements in which units are located which, together with this Declaration, identifies each unit by letter, name or number, so that no unit bears the same designation as any other unit, and a plot plan thereof, all in sufficient detail to identify the common elements and each unit and their respective locations and approximate dimensions, are attached hereto as Composite Exhibit "B".

3.2 Amendment of Plans. Declarant reserves the right to change the interior design and arrangement of all units so long as Declarant owns the units so changed and altered, provided such change shall be reflected by an amendment of this Declaration; and provided, further, that an amendment for such purpose need be signed and acknowledged only by the Declarant and need not be approved by the Association for apartment owners or by the Condominium, whether or not elsewhere required for an amendment.

(a) Alteration of boundaries and apartment dimensions. Declarant reserves the right to alter the boundaries between units, so long as Declarant owns the units so altered; to increase or decrease the number of apartments, and to alter

the boundaries of the common elements, so long as the Declarant owns the condominium units abutting the common elements where the boundaries are being altered, provided no such change be made without amendment of this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by the Declaration and approved by the institutional mortgages of condominium units affected, where the said condominium units are encumbered by individual mortgages, and such amendment shall not require the approval of condominium unit owners or of the Association.

3.3 Easements are expressly provided for and reserved in favor of the owners and occupants of the Condominium units, their guests and invitees, as follows:

(a) Utilities. Easements are reserved through the Condominium property as may be required for utility services in order to serve the Condominium and the Recreation Area adequately, provided, however, such easements shall be only according to the plans and specifications for the building, or as the building is constructed, unless approved in writing by a condominium unit owner or the owner of the Recreation Area, as appropriate.

(b) Encroachments. In the event that any condominium unit or the Recreation Area shall encroach upon any of the common elements or upon any other condominium unit for any reason other than the intentional or negligent act of the condominium unit owner, or owner of the Recreation Area, or in the event any common element shall encroach upon any condominium unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

(c) Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the condominium unit owners, the owner of the Recreation Area, and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that space may be specifically designated and assigned for parking purposes.

3.4 Condominium Unit Boundaries. Each condominium unit shall include that part of the Building containing the condominium unit that lies within the boundaries of the condominium unit, which boundaries are as follows:

(a) The upper and lower boundaries of the condominium unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundaries - The horizontal plane of the undecorated finished ceiling.

(2) Lower Boundaries - The horizontal plane of the undecorated finished floor.

(b) The perimetrical boundaries of the condominium shall be the vertical planes of the undecorated finished interior of the walls bounding the condominium unit extending to intersections with each other and with the upper and lower boundaries, and where there is attached to the building a terrace, the perimetrical boundaries shall be extended to include the same.

3.5 Recreation Area. A Recreation Area is available for the use by the Unit owners pursuant to the provisions of the Covenants and Restrictions. The Recreation Area shall be administered by the Club in behalf of the Unit owners, and shall be available for the use of Village IIA Condominium Unit owners, Village I Condominium Unit owners and future dwelling owners located in the immediate area as specified in the Covenants and Restrictions attached as Exhibit "P". Such use shall be subject to the payment of the charges and lien rights for non-payment thereof set forth in said Covenants and Restrictions, except that the Club may adopt regulations providing for charging for exclusive use of the facilities by a Condominium Unit owner from time to time if such exclusive use is made available to all Condominium Unit owners.

3.6 Apartments. There are thirty-two (32) apartments upon the lands herewith submitted to condominium ownership, said lands and apartments being referred to as "Kingman Acres Condominium Village IIA". Each apartment is identified by the use of a number and street name so that no unit bears the same designation as any other unit, all as graphically described in Composite Exhibit "B" attached hereto.

4. Appurtenances to Condominium Units. The owner of each condominium shall own an undivided share and certain interest in the Condominium property, which share and interest shall be appurtenant to the Condominium unit, said undivided interest in the Condominium property and common elements being as designated and set forth in an Exhibit "C" attached hereto.

4.1 Limited Common Elements.

(a) Automobile Parking Space. Limited common elements means exterior parking spaces. Parking spaces shall be assigned pursuant to the rules and regulations of the Association so as to provide parking for one automobile, i.e., one parking space for each apartment; provided, however, in the event a specific parking space is assigned in connection with the sale of an apartment unit by the Declarant, the right to use of the said designated parking space shall pass as an appurtenance to the Condominium apartment unit owned by the apartment owner to whom such space is initially assigned, and the Association shall not thereafter reassign or change the said apartment owner's parking space without his written consent; provided, further, said apartment owner shall not transfer or assign use of said parking space except in connection with sale of the Condominium apartment unit. Designation of a parking space assigned to an apartment owner may be made in the deed of conveyance, or by a separate instrument, and nothing herein shall be interpreted so as to prohibit the Declarant from assigning more than one parking space as an appurtenance to a condominium apartment. It is expressly acknowledged that the Declarant may make an additional charge or increase the purchase price of a condominium unit in consideration for designating one or more parking spaces as a limited common element appurtenant to said unit. No truck or other commercial vehicle shall be parked in any parking space which is assigned as a limited common element appurtenant to an apartment unit, except with the written consent of the Board of Directors.

5. Liability for Common Expenses. Each Condominium unit owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements appurtenant to his condominium unit, as set forth in Exhibit "C", with the exception that assessments levied by the Club shall be apportioned equally among all members of the Club in proportion to the total number of Members of the Club existing from time to time. Such common expenses shall include all of the obligations and liabilities of each unit owner under the terms and provisions of the Covenants and Restrictions.

6. Maintenance, Alteration and Improvements. Responsibility for the maintenance of the Condominium property, and restrictions upon its alteration and improvement shall be as follows:

6.1 Condominium Units.

(a) By the Association. The Association shall maintain, repair and replace at the Association's expense:

- (1) All common elements and limited common elements.
- (2) All portions of a Condominium unit, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to load-bearing columns and load-bearing walls.
- (3) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the portions of a Condominium unit that service part or parts of the Condominium other than the Condominium unit within which contained.
- (4) All incidental damage caused to a Condominium unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 6.1 (a) (1), (2) and (3) above.

(b) By the Condominium Unit Owner. The responsibility of the Condominium unit owner for maintenance, repair and replacement, shall be as follows:

- (1) To maintain, repair, and replace at his expense all portions of his Condominium unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the Condominium unit owner shall be windows, screens and doors opening into or onto his Condominium unit. All such maintenance, repairs and replacement shall be done without disturbing the rights of other Condominium unit owners.
- (2) A Condominium unit owner shall not paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building without the prior approval, in writing, of the owners of record of fifty-one per cent (51%) of the Condominium units, and the approval of the Association.
- (3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

6.2 Parking Spaces. The Association shall maintain and repair at the Association's expense all parking spaces including those which have been assigned as an appurtenance to an apartment.

6.3 Recreation Area. Maintenance, repair, replacement, alteration and improvement of the Recreation Area shall be performed by the Club, and the expense therefor shall be allocated in a pro rata fashion with the Condominium Association for Village I, which has 60 units, and any future members owning dwelling units in the immediate area, all pursuant to the terms and provisions of the Covenants and Restrictions. Operating expenses for the Recreation Area shall be considered common expenses of unit owners in Village IIA, with the exception that allocation shall not be pursuant to the percentages listed in Exhibit "C" attached hereto but shall be allocated on an equal basis amongst all Members of the Club.

6.4 Alteration and Improvement. There shall be no alteration or further improvements of common elements without the prior approval, in writing, by record owners of seventy-five per cent (75%) of all Condominium unit owners, together with the approval of the Association. The cost of such alteration or improvement shall be a common expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any Condominium unit owner without his consent.

7. Assessments. The making and collection of assessments against Condominium unit owners for a proportionate share of the common expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the By-laws of the Association, subject to the following provisions:

7.1 Share of Common expenses. Each Condominium unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the Condominium unit owned by him.

7.2 Interest; Application of Payments. Assessments and installments on such assessments paid on or before five (5) days after the date when due, shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten per cent (10%) per annum from the date when due until paid. All payments on account shall be first applied to interest and then to the assessment payment first due.

7.3 Lien for Assessments. The Association shall have a lien against each Condominium unit for any unpaid assessments against the owner thereof, and for interest accruing thereon, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said liens may be recorded among the Public Records of Martin County, Florida, by filing a claim therein which states the legal description of the Condominium unit, and the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien, including attorney's fees, shall have been paid. Such claims of lien may be signed and verified by an officer of the Association, or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at his expense. All such liens shall be subordinate to the lien of mortgages or

other liens recorded prior to the date of recording the claim of lien; and all such liens may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property; provided, however, that the Association shall give a delinquent unit owner at least thirty (30) days notice, by certified mail, return receipt requested, of its intention to foreclose. In any such foreclosure the owner of the Condominium unit subject to the lien shall be required to pay a reasonable rental for the Condominium unit, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association may also, at its options, sue to recover the same. The Association may also, at its options, sue to recover a money judgment for unpaid assessments without thereby waiving the lien securing the same. In the event a mortgagee of a first mortgage of record shall obtain title to the Condominium unit as a result of the foreclosure of a first mortgage, or in the event an institutional mortgagee as to a first mortgage of record shall obtain title to an apartment unit as the result of a conveyance in lieu of such foreclosure of such first mortgage, such acquirer of title, its successors and assigns, shall not be liable for that share of the common expenses or assessments by the Association chargeable to the Condominium unit, or the owner thereof, which became due prior to the acquisition of title by such institutional mortgagee or purchaser at foreclosure sale, and any such unpaid share of common expenses, or assessments, chargeable against any such foreclosed Condominium unit, or against a Condominium unit transferred in lieu of a foreclosure, shall be deemed a common expense, to be paid in the same manner as other common expenses of the Condominium by all of the Condominium Unit owners.

8. Association. The operation of the Condominium shall be by KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

8.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association, which set forth its powers and duties, is attached as an Exhibit "D".

8.2 By-laws. A copy of the By-laws of the Association is attached as an Exhibit "E".

8.3 Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium property, the Association shall not be liable to Condominium unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

8.4 Restraint upon assignment of shares and assets. The share of a member in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his condominium unit.

8.5 Approval or disapproval of matters. Whenever the decision of a Condominium unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

8.6 Voting Rights. The rights of the unit owners to vote shall be as provided in the By-laws.

9. The insurance other than title insurance that shall be carried upon the Condominium property and the property of the Condominium unit owners shall be governed by the following provisions:

9.1 Authority to purchase; named insured. All insurance policies upon the Condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Condominium unit owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and certificates of insurance to the mortgagees of Condominium unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the insurance trustee designated below and all policies and their endorsements shall be deposited with the insurance trustee. Unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

9.2 Coverage.

(a) Casualty. All buildings and improvements upon the Condominium property shall be insured in an amount equal to the insurance replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. Coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(b) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsements to cover liabilities of the Condominium unit owners as a group to a Condominium owner.

(c) Workmen's compensation insurance to meet the requirements of the law.

(d) Such other insurance that the Board of Directors of the Association shall determine from time to time to be desirable.

Note: Insurance on the Recreation Area shall be determined and obtained by the Club pursuant to the provisions of the Covenants and Restrictions and the By-laws of the Club.

9.3 Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

9.4 Insurance Trustee; Share of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Condominium unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to a national banking institution located within Martin County, Florida, as Trustee, or to such other bank in Florida with trust powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association, the trustee being referred to herein as

as the Insurance Trustee; however, that the selection of the Insurance Trustee is subject to the approval of the institutional mortgagees holding the greatest dollar amount of the first mortgages against the apartment units in the Condominium. The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the condominium unit owners and their mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee:

(a) Proceeds on account of damage to common elements: An undivided share for each Condominium unit owner, such share being the same as the undivided share in the common elements and limited common elements appurtenant to his Condominium unit.

(b) Condominium Units. Proceeds on account of damage to Condominium units shall be held in the following undivided shares:

(1) When an individual Building is to be restored: For the owners of damaged Condominium units in proportion to the cost of repairing the damage suffered by each Condominium unit owner, said cost to be determined by the Association.

(2) When an individual Building is not to be restored: An undivided share for each Condominium unit owner in said Building, such share being in the same proportion as each unit owner's undivided share in the common elements bears to the total of the undivided shares appurtenant to all of the units contained in the Building.

(c) Mortgages. In the event a mortgagee endorsement has been issued as to a Condominium unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Condominium unit owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged unit in any of the following events:

(1) Its mortgage is not in good standing and is in default. Nothing herein shall be construed as granting a mortgagee a right to apply or have applied to the reduction of its mortgage debt any insurance proceeds, notwithstanding that the mortgage is not in good standing and is in default, except to the extent that such mortgage proceeds shall be disbursed or disburseable to a Condominium unit owner and the mortgagee.

(2) Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

9.5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to Condominium unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be endorsed by, any mortgagee of a condominium unit.

(c) If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Condominium unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a Condominium unit.

(d) In making distribution to Condominium unit owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the Condominium unit owners and their respective shares of the distribution.

9.6 Association as Agent. The Association is hereby irrevocably appointed Agent for each Condominium unit owner and for each owner of any other interest in the Condominium property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

10. Reconstruction or repair after casualty.

10.1 Determination to reconstruct or repair. If any part of the Condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(b) (1) Lesser damage. If the damaged improvement is an apartment building, and if apartments to which fifty per cent (50%) of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

(2) Major damage. If the damaged improvement is an apartment building, and if apartments to which more than fifty per cent (50%) of the common elements are appurtenant are found by the Board of Directors to be not tenable, then the damaged property will not be reconstructed or repaired, and the Condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty, the owners of eighty per cent (80%) of the common elements agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and attested by its Secretary as to whether or not the damaged property is to be reconstructed or repaired.

10.2 Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original builder, or, in lieu thereof, according to the plans and specifications approved by the Board of Directors of the Association, and if the damaged property is in an apartment building, by the owners of not less than eighty per cent (80%) of the common elements, including the owners of all damaged apartments, together with the approval of the institutional mortgagees holding first mortgages upon all damaged apartments, which approval shall not be reasonably withheld.

10.3 Responsibility. If the damage is only to those parts of one Condominium unit for which the responsibility of maintenance and repair is that of the Condominium unit owner, then the said owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

10.4 Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Condominium unit owners who own the damaged Condominium units, and against all Condominium unit owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against Condominium unit owners for damage to Condominium units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's obligation for common expenses.

10.6 Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Condominium unit owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, and if the Association levies assessments in order to provide funds for payments of such reconstruction and repair, then the Association shall deposit such assessments with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - Lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed to the Association for proper disbursement; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - Major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed by the Insurance Trustee in payment of such costs in the manner required by the Board of Directors of the Association.

(3) Condominium unit owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Condominium unit owner shall be paid to the said owner, or if there is a mortgagee endorsement as to the Condominium unit, then to the owner thereof and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner to the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the Condominium unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association, or upon approval of an architect or

otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided, that when the Association, or a mortgagee that is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

11. Use Restrictions. The use of the Condominium property shall be in accordance with the following provisions as long as the Condominium exists and the apartment buildings in useful condition exist upon the land:

11.1 Dwelling units. Each of the dwelling units shall be occupied only as a single family private dwelling by the owner and members of his family. Except as reserved to Declarant, no dwelling unit may be divided or subdivided into a smaller unit.

11.2 Common elements and limited common elements. The common elements and limited common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Condominium unit owners in accordance with such rules and regulations as may be promulgated by the Association as provided in subparagraph 11.10 below.

11.3 Pets. No pets shall be maintained or kept in any of the Condominium units other than goldfish, tropical fish, small canines and felines, and such birds and canaries, parakeets and the like, except as may be specifically provided for and authorized by the rules and regulations of the Association as they may be from time to time adopted or amended, or pursuant to the written consent of the Board of Directors of the Association, or of the Declarant, provided, such written consent when once given and relied upon in connection with the purchase and acquisition of a Condominium apartment unit may not thereafter be revoked or terminated without the consent of the apartment owner. No pets will be permitted in the Recreation Area (including the clubhouse and swimming pool area), and will be permitted in the common areas only when leashed or otherwise appropriately restrained. Unit owners are responsible for cleaning up all waste left by their pets, and to remove excessively noisy pets from the Condominium premises.

11.4 Nuisances. No nuisances shall be allowed upon the Condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of all the property by its residents. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Condominium unit owner shall permit any use of his Condominium unit or make any use of the common elements that will increase the cost of insurance upon the Condominium property.

11.5 Lawful use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

11.6 Leasing of Apartments. After approval by the Association as elsewhere required, entire apartments may be rented by unit owners provided that no apartment shall be leased to any unmarried person under the age of twenty-five (25) years, except with the express written consent of the Board of Directors of the Association, provided, such written consent when once given and relied upon in connection with the purchase and acquisition of a Condominium apartment unit may not thereafter be revoked or terminated without the consent of the apartment owner. Occupancy of rented units shall be limited to the lessees and their guests. No rooms may be rented in any apartment, nor shall any lease of an apartment release or discharge the owner thereof of compliance with any of his obligations and duties as an apartment owner. All of the provisions of this Declaration, the Articles and By-laws and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying an apartment unit as a tenant to the same extent as against an apartment owner, and a covenant upon the part of each such tenant to abide by the rules and regulations of the Association, and the terms and provisions of the Declaration of Condominium, Articles and By-laws, and designating the Association as the apartment owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant, shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

11.7 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the common elements, limited common elements or apartments. Notwithstanding anything therein contained, the right is specifically reserved in the Declarant to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied apartment he may from time to time own, and the same right is reserved to any institutional first mortgagee which may become the owner of a Condominium unit, and to the Association as to any apartment which it may own.

11.8 Vehicles. No campers, motorcycles, boats, boat trailers or any other vehicles other than conventional passenger automobiles shall be allowed to park in the parking areas. Each unit owner shall park only in his assigned parking space.

11.9 Regulations. Reasonable regulations concerning the use of Condominium property may be made and amended from time to time by the Board of Directors of the Association in the manner provided by the Articles of Incorporation and By-laws. Copies of such regulations and amendments shall be furnished by the Association to all Condominium unit owners and residents of the Condominium upon request.

11.10 Proviso. Provided, however, that until Declarant has closed the sale of all of the apartments in the Condominium, neither the Condominium unit owners, nor the Association, nor

the use of the Condominium property shall interfere with the sale or lease of the apartments. Declarant may make such use of the unsold units, common elements and common areas, and of the Recreation Area, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

12. Maintenance of community interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Declarant shall be subject to the following provisions as long as the Condominium exists upon the land:

12.1 Transfers subject to approval.

(a) Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association.

(b) Lease. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association.

(c) Gift. If any apartment owner shall acquire title by gift, the continuance of his ownership shall be subject to the approval of the Association.

(d) Devise or inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership shall be subject to the approval of the Association.

(e) Other transfers. If any apartment owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership shall be subject to the approval of the Association.

12.2 Approval by Association. The approval of the Association that is required for the transfer of ownership of apartments shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the said owner that the Association furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, and the Association may require an executed copy of the proposed lease.

(3) Gift, devise, or inheritance; other transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(b) Certificate of approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an officer of the Association, in recordable form.

(2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by any officer of the Association, in non-recordable form.

(3) Gift, devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the said owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by any officer of the Association, in recordable form.

(c) Approval of corporate owner or purchaser. Inasmuch as the apartment units may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be approved by the Association.

(d) Screening fees. The Association shall require the deposit of a reasonable screening fee to be delivered to the Association simultaneously with the giving of notice of intention to sell or lease, or of transfer by gift, devise, inheritance or other manner, for the purpose of defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the transaction or continued ownership by a transferee, said screening fee to be a sum not more than \$50.00; however, no charge shall be made for the extension or renewal of an existing lease.

(e) Failure to give notice. If notice to the Association as hereinabove required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association, at its election and without notice, may approve or disapprove the transaction. If the Association disapproves the transaction, the Association shall proceed as if it had received the required notice on the date of such disapproval. Any sale, mortgage, lease or other transfer which is not authorized pursuant to the terms and provisions of this Declaration shall be void unless subsequently approved in writing by the Association.

12.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed of in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by

the Association, or an agreement to purchase signed in behalf of the Association, by its authorized officers, in which event the apartment owner shall sell the apartment to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, excepting that at the option of the named purchaser the purchase price may be paid in cash at closing.

(1) The sale shall be closed within thirty (30) days after delivery of mailing of the agreement to purchase, or upon the date designated in the disapproved contract, whichever date shall be later.

(2) A certificate of the Association executed by any of its officers in recordable form shall be delivered to the purchaser.

(3) If the Association shall fail to purchase or provide a purchaser upon demand of the apartment owner in the manner provided, or if the purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved, and the Association shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, in recordable form.

(b) Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) Gift, devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and the purchaser within thirty (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 who shall base their determination upon an average of their appraisals of the apartment; 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 paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within sixty (60) days following determination of the sale price.

(4) A certificate of the Association executed by its officers in recordable form shall be delivered to the purchaser.

(5) If the Association 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, in recordable form, to the unit owners.

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12.4 Mortgage. No apartment owner may mortgage his apartment nor any interest in it without approval of the Association except to a bank, life insurance company or a savings and loan association, or to a seller to secure a portion or all of the purchase price. The approval of any other mortgage may be upon conditions determined by the Association or may be arbitrarily withheld.

12.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association or other institution that acquires its title as the result of owning a mortgage upon the apartment concerned and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association or other institution that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale. Neither shall such provisions apply to the Declarant, or any person who is an officer, employee or trustee of the Declarant, or to any corporation having some or all of its directors, officers or stockholders in common with the Declarant and any such person or corporation shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of an apartment unit without complying with the provisions of this section, and without the approval of the Association and without payment of any screening fee.

12.6 Unauthorized transactions. Any sale, mortgage, lease or other transfer not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

12.7 Recording approval. Whenever in this section an approval in recordable form is required of the Association in connection with the sale, transfer or pledging of apartment, it is understood and agreed that the said approval shall not be recorded except at the same time and simultaneously with the recording of the Deed or mortgage, as appropriate.

12.8 Notice of lien or suit.

(a) A Condominium unit owner shall give notice, in writing, to the Association of every lien upon his condominium unit other than for authorized mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

(b) Notice of suit. A Condominium unit owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Condominium unit, such notice to be given within five (5) days after the Condominium unit owner shall receive knowledge of notice thereof.

(c) Failure to comply. Failure to comply with this section concerning liens will not affect the liability of any judicial sale.

12.9 Whenever in this section an approval is required of the Association in connection with the sale, transferring, leasing or pledging of any apartment and such approval shall not have been obtained pursuant to the provisions hereof, failure upon the part of the Association to object in

writing to such sale, transfer, leasing or pledging within ninety (90) days after the date thereof, or within thirty (30) days of the date upon which the purchaser, transferee, or lessee shall take possession of the premises, whichever date shall be later, shall constitute waiver by the Association of the written consent otherwise required by this section.

13. Purchase of Condominium units by Association. The Association shall have the power to purchase Condominium units subject to the following provisions:

13.1 Decision. The decision of the Association to purchase a Condominium unit shall be made by its directors, without the necessity of approval by its membership except as is hereinafter expressly provided for.

13.2 Limitation. If the Association shall be the owner or agreed purchaser of five (5) or more apartments, it shall not purchase any additional apartments without prior written approval of seventy-five per cent (75%) of the members eligible to vote. A member whose Condominium unit is the subject matter of a proposed purchase shall be ineligible to vote thereon, provided, however, that the limitations hereof shall not apply to Condominium units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the Condominium units to be acquired by the Association in lieu of foreclosure of such liens if the consideration thereof does not exceed the cancellation of such lien.

14. Rights of Association to Purchase Condominium Unit. The Association shall only have the right to purchase a Condominium Unit if provided for in Article 12 of this Declaration.

15. Compliance and default. Each Condominium unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Declaration of Covenants and Restrictions, Articles of Incorporation, and By-laws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a Condominium unit owner to comply with such documents and regulations shall entitle the Association or other Condominium unit owners to the following relief in addition to the remedies provided by the Condominium Act:

15.1 Negligence. A Condominium unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Condominium unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Condominium unit or its appurtenances, or of the common elements, by the Condominium unit owner.

15.2 Costs and attorney's fees. In any proceeding arising because of an alleged failure of a Condominium unit owner or the Association to comply with the terms of the Declarations, Articles of Incorporation of the Association, the By-laws or the Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and the Association, if it shall prevail, shall further be entitled to recover such reasonable attorney's fees as may be awarded by the court, provided, however, no

attorney's fees shall be recovered against the Association in any such action.

15.3 No waiver of rights. The failure of the Association or any Condominium unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Declaration of Covenants and Restrictions, the Articles of Incorporation, the By-laws or the Regulations shall not constitute a waiver of the right to do so thereafter.

16. Amendments. Except as elsewhere provided to the contrary, this Declaration of Condominium and The Charter and By-laws of KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC., may be amended in the following manner:

16.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

16.2 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten per cent (10%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than 66-2/3% of the votes of the entire membership of the Board of Directors and by not less than 51% of the votes of the entire membership of the Association; or

(b) Not less than 66-2/3% of the votes of the entire membership of the Association; or

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Condominium unit owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Martin County, Florida.

(d) Anything herein to the contrary notwithstanding, until the first regular election of Directors by the membership, and so long as the Declarant shall have the right to fill vacancies on the Board of Directors, an amendment shall require only the unanimous consent of the Board of Directors, and no meeting of the Condominium unit owners nor any approval thereof need be had.

16.3 Proviso. Provided, however, that no amendment shall discriminate against any Condominium unit owner nor against any Condominium unit or class or group of Condominium units, unless the Condominium unit owners so affected shall consent; and no amendment shall change any Condominium unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the Condominium unit concerned and all record owners of mortgages on such condominium unit shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty" unless the record owners of all mortgages upon the Condominium shall join in the execution of such amendment, nor shall any

amendment make any change which would affect the rights of the Declarant unless the Declarant shall join in the execution thereof.

16.4 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the said certificate shall be executed by the President of the Association and attested to by the Secretary with the formalities of a deed and shall be effective upon recordation thereof in the Public Records of Martin County, Florida.

17. Termination. The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

17.1 Destruction. If it is determined in the manner elsewhere provided that the apartment units shall not be reconstructed because of major damage, the Condominium plan of ownership will be terminated without agreement.

17.2 Agreement. The Condominium may be terminated at any time by the approval in writing of all record owners of apartments and all record owners of mortgages on apartments. If the proposed termination is submitted to a meeting of the members of the Association, and notice of the meeting giving notice of the proposed termination, and if the approval of the owners of not less than seventy-five (75%) per cent of the common elements, and of the record owners of all mortgages upon the apartments, is obtained in writing no later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the Condominium units of the disapproving owners for the period ending the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

(a) Exercise of option. The option shall be exercised by delivery of mailing by registered mail to each of the record owners of the Condominium units to be purchased an agreement to purchase signed by the record owners of Condominium units who will participate in the purchase. Such agreement shall indicate which Condominium units will be purchased by each participating owner and shall require the purchase of all Condominium units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sales price for each Condominium unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to the price, it 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 appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Condominium 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 paid by the purchaser.

(c) Payment. The purchase price shall be paid in cash at closing.

(d) Closing. The sale shall be closed within thirty (30) days following determination of the sale price.

17.3 Certificate. Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate

of the Association executed by its President and Secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of Martin County, Florida.

17.4 Shares of owners after termination. After termination of the Condominium the Condominium unit owners shall own the Condominium property and all assets of the Association as tenants in common with undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owner's condominium units prior to the termination.

17.5 Amendment. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments.

18. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-laws and Regulations of the Association shall not affect the validity of the remaining portions.

19. Proviso. The Declarant is a Real Estate Investment Trust organized and existing under the laws of the State of Maryland, which provide that no personal liability for the obligations of the Trust will attach to its shareholders or Trustees. Section 4.9 of the Declaration of Trust provides, and the Association and unit owners expressly agree, that no shareholder, trustee, officers, employee, representative or agent shall be personally liable for any obligations of the Trust, and no recourse may be had against their private property in order to satisfy any obligations of the Trust, and the Association shall look solely to the Trust's property for satisfaction of any claim hereunder.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 11th day of April, 1977.

Signed, sealed and delivered

[Signature]
[Signature]
AS to Citizens and Southern
Realty Investors

CITIZENS AND SOUTHERN REALTY
INVESTORS

By: [Signature]
its SECRETARY

(Trust Seal)

STATE OF Florida)
COUNTY OF Duval) SS.:

The foregoing Declaration of Condominium was acknowledged before me this 11th day of April, 1977, by K. Ross Marshall as Assistant Mortgage Officer of Citizens and Southern Realty Investors, a Maryland Real Estate Investment Trust, on behalf of the Trust.

[Signature]
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires: My commission expires Mar. 15, 1980



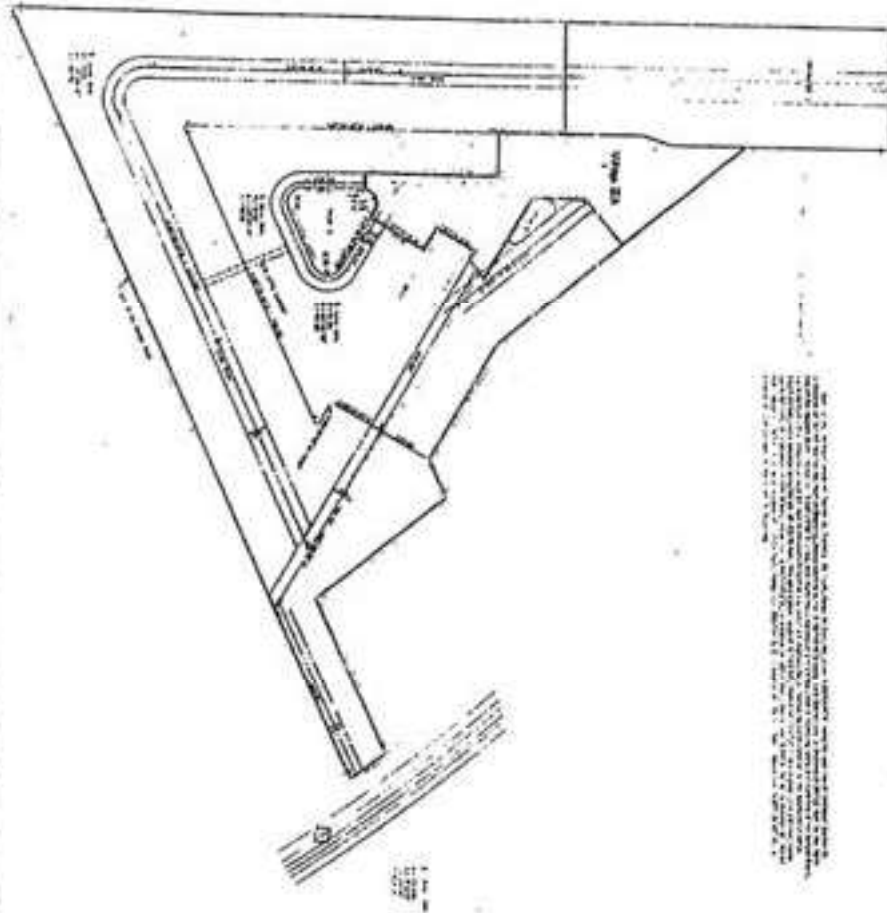
EXHIBIT "A"

Land in Martin County, Florida:

Start at the Northwest Corner of Section 15, Township 38 South, Range 41 East; thence run S 89° 25' 42" E along the North line of said Section 15, a distance of 295.00 feet; then run S 00° 44' 18" W, a distance of 350.00 feet; for the Point of Beginning; thence run S 39° 13' 26" E, a distance of 378.31 feet; thence run S 50° 46' 24" W, a distance of 140.89 feet; thence run S 00° 44' 18" W, a distance of 117.79 feet; thence by curve to the left, with radius of 25.00 feet, run a distance along the arc of 26.29 feet, through a central angle 60° 15' 13"; thence run S 59° 30' 55" E, a distance of 213.66 feet; thence run S 50° 46' 24" W, a distance 53.31 feet; thence run N 59° 30' 55" W, a distance of 27.89 feet; thence run S 30° 29' 05" W, a distance of 110.00 feet; thence run S 59° 30' 55" E, a distance of 60.00 feet; thence run S 30° 29' 05" W, a distance of 147.50 feet; thence run N 59° 30' 55" W, a distance of 15.47 feet; thence by curve to the left with radius of 37.50 feet, run a distance along the arc of 70.47 feet, through a central angle of 107° 40' 34"; thence run N 89° 15' 42" W, a distance of 38.33 feet; thence run N 00° 44' 18" E, a distance of 323.33 feet; thence run N 89° 15' 42" W, a distance of 110.00 feet; thence run N 00° 44' 18" E, a distance 351.67 feet; thence run N 21° 19' 21" E, a distance of 71.11 feet, thence run N 00° 44' 18" E, a distance of 175.00 feet to the Point of Beginning.

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COMPOSITE EXHIBIT F



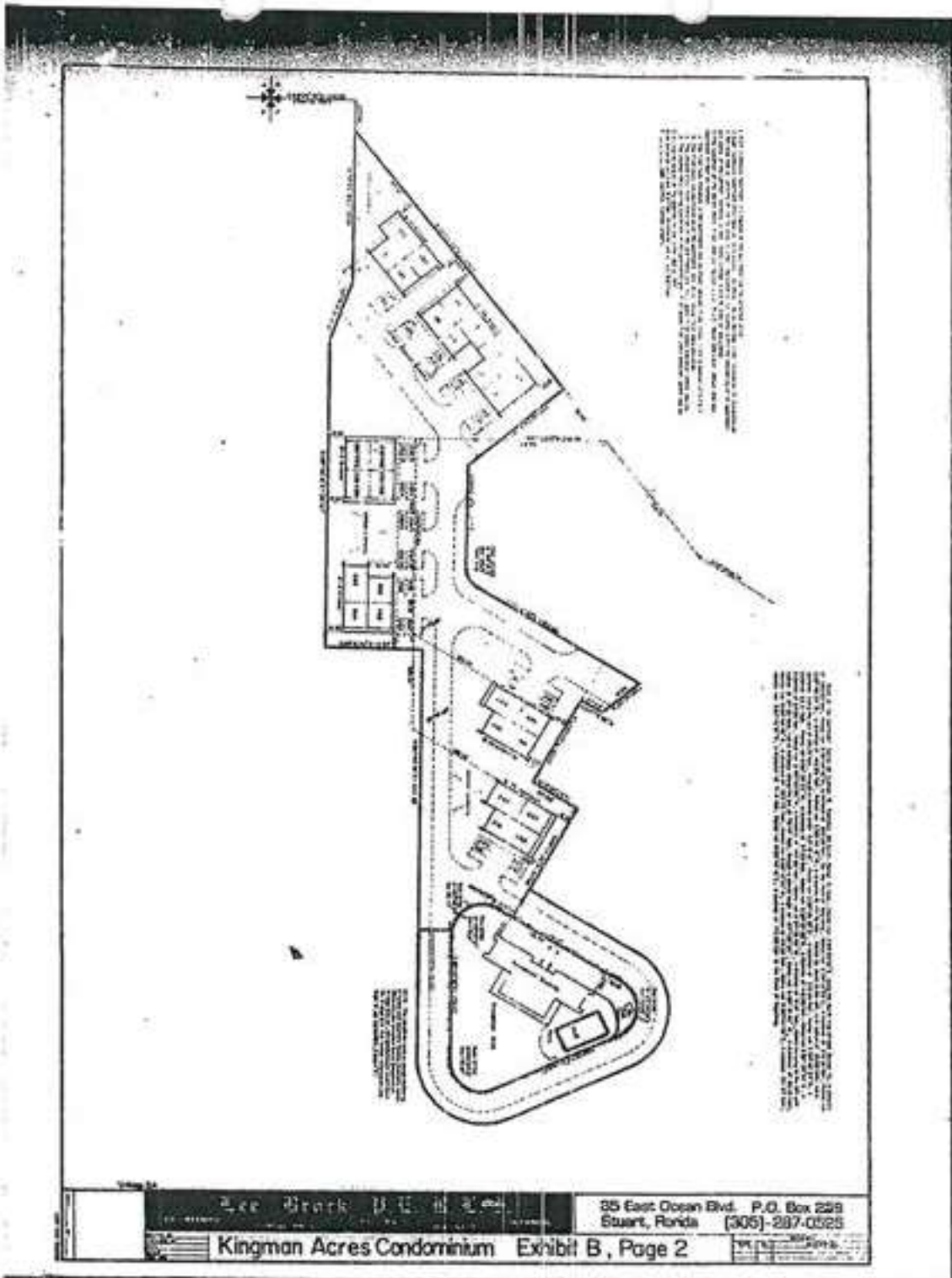
Stafford & Brock

1805 S. Federal Highway
Stuart, Florida

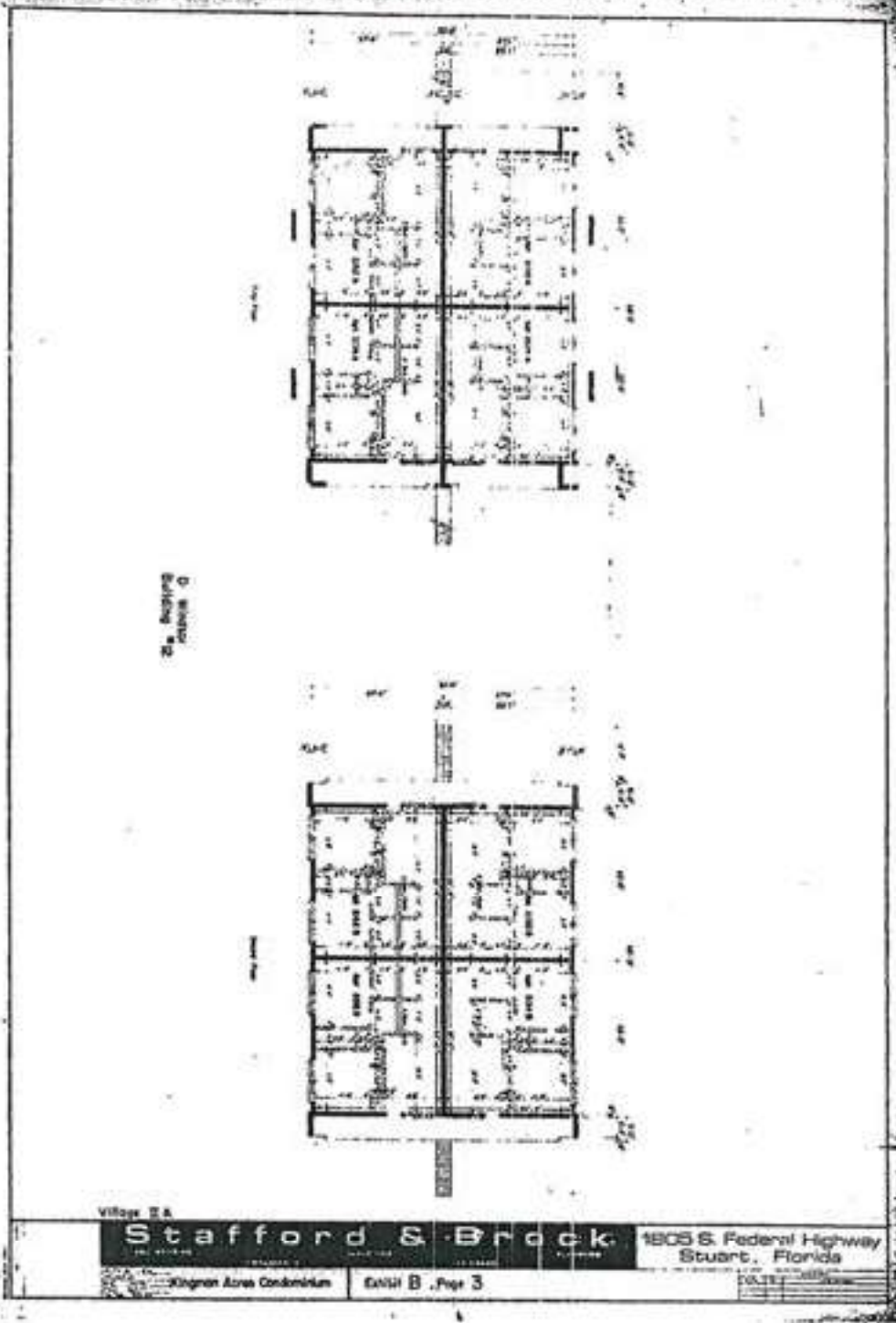
Kingman Acres Condominium

Exhibit B, Page 1

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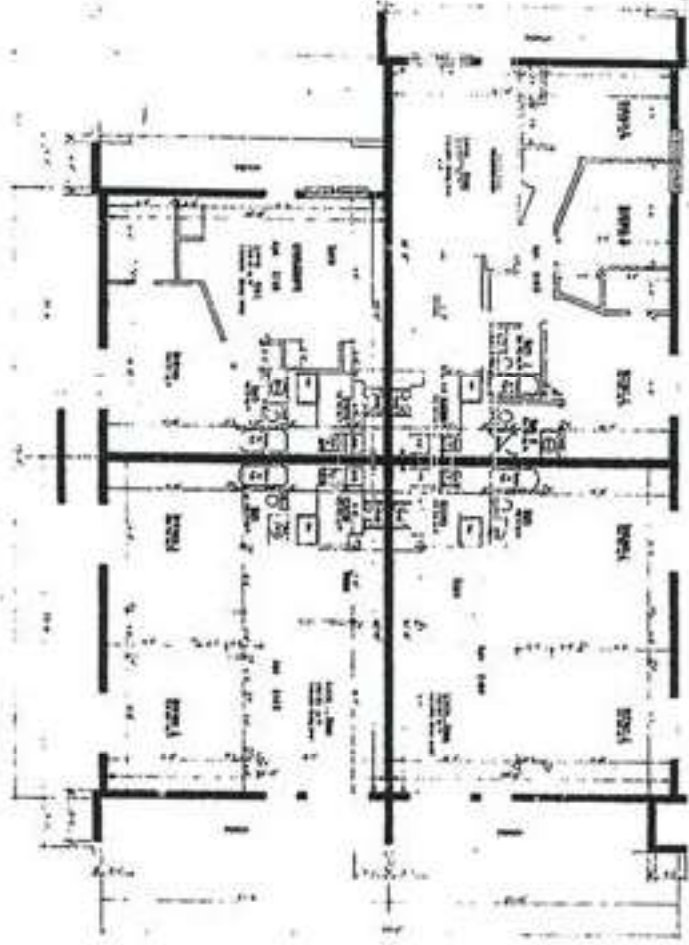
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FLOOR PLAN

City Square
APR 1984



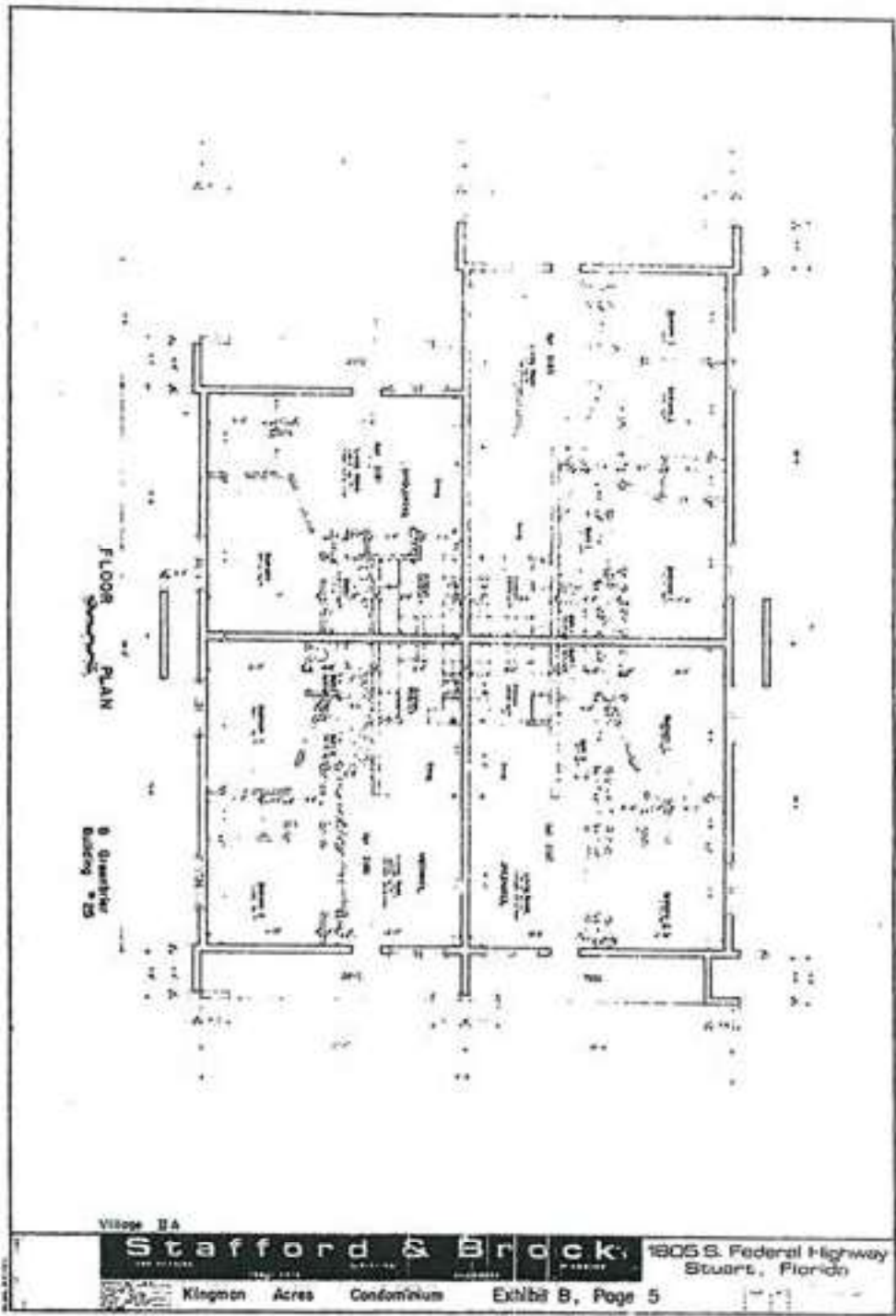
Village II A



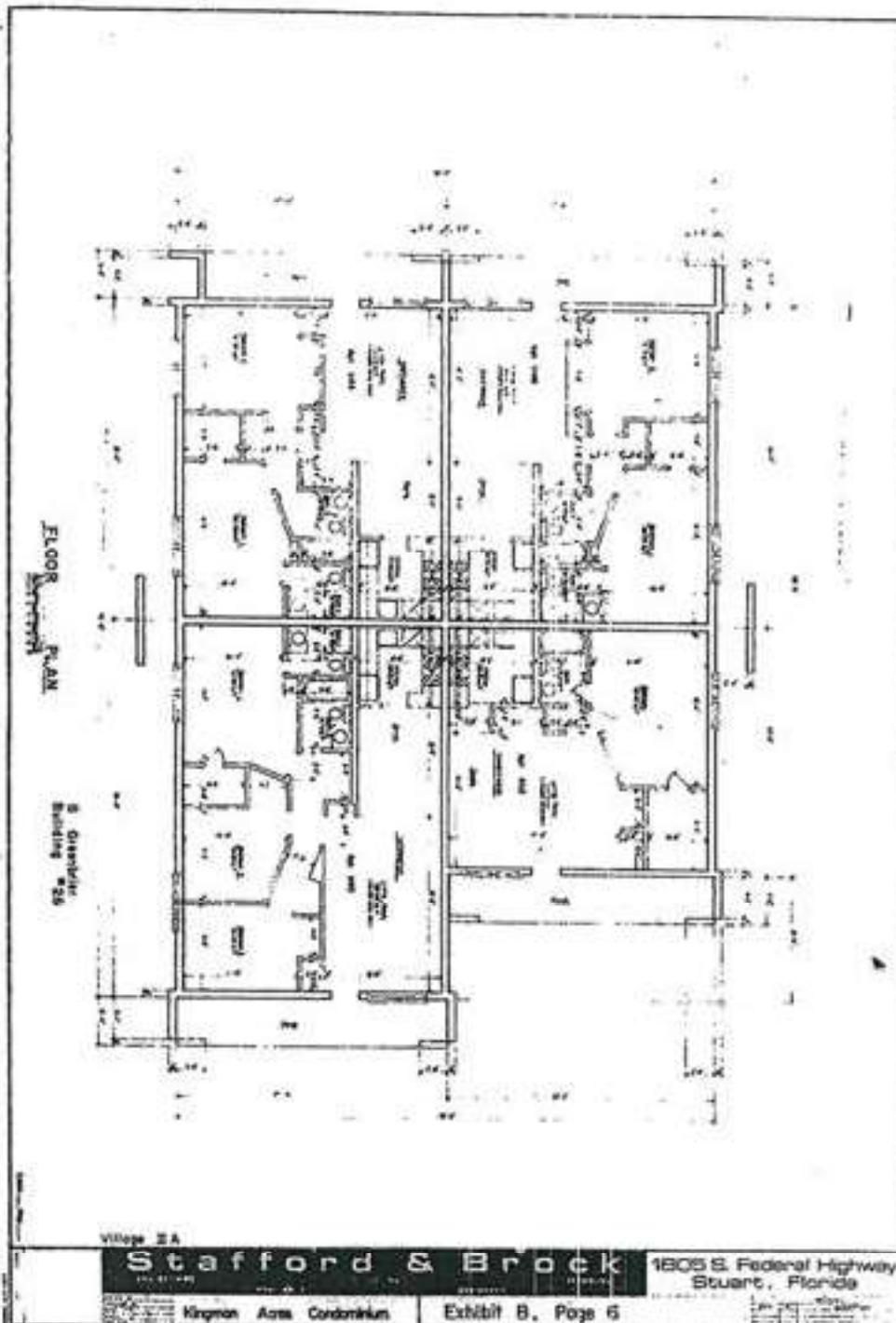
Kingman Acres Condominium

Exhibit B, Page 4

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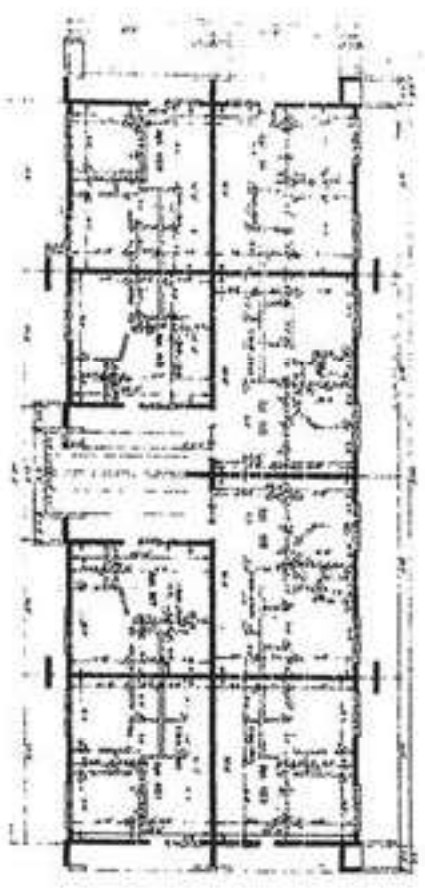


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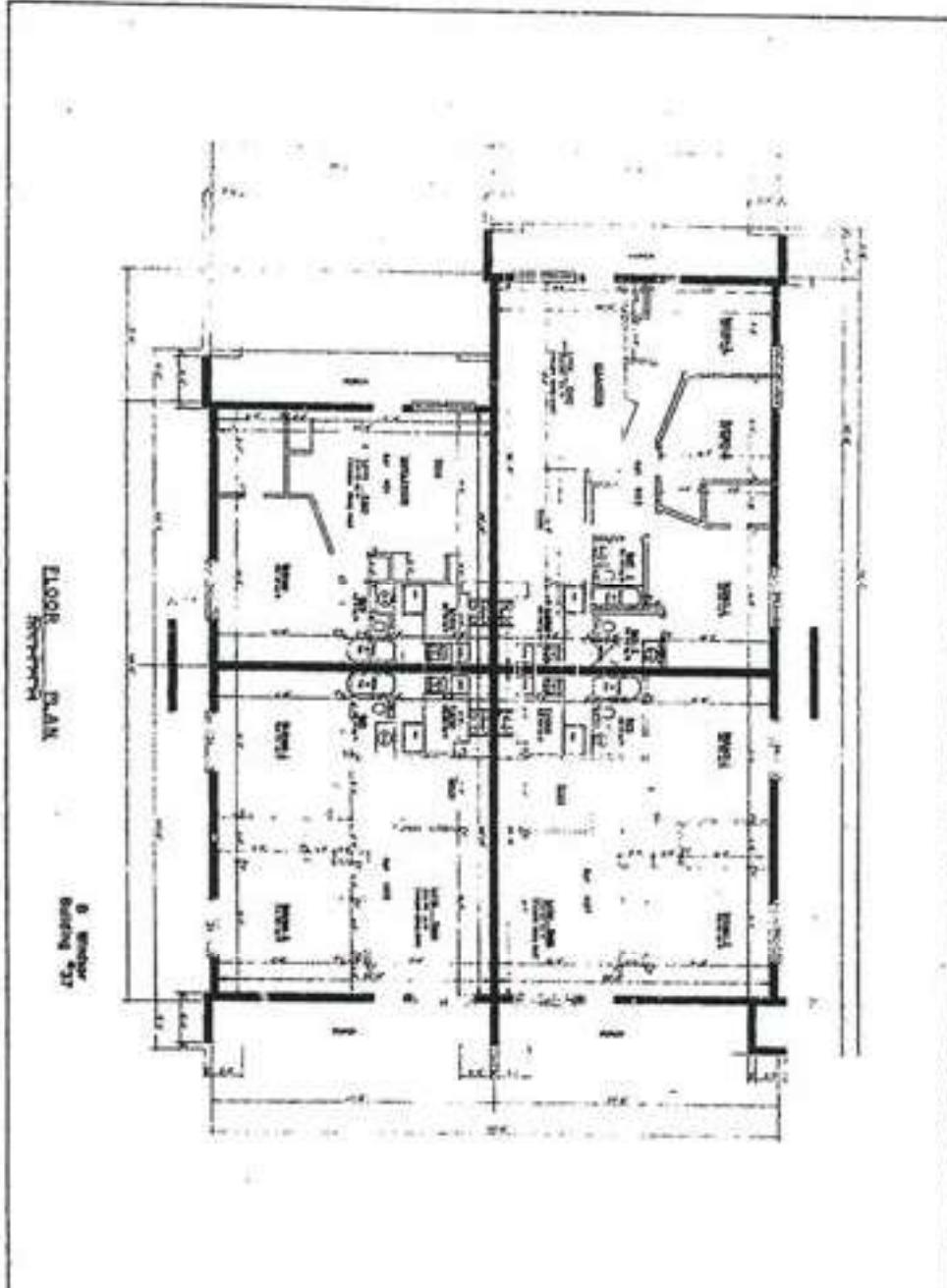
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Village 2A
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Kingson Area Contactor Exhibit B, Page 7

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Village, S.A.
Stafford & Brock 1805 S. Federal Highway
 Stuart, Florida
 Kingman Acres Condominium Exhibit B, Page 8

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EXHIBIT "C"

PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS

<u>Unit</u>			<u>Unit</u>		
1101	Wayne Road	.02477	2150A	Letha Court	.03143
1103	Wayne Road	.03713	2150B	Letha Court	.03143
1105	Wayne Road	.03143	2152A	Letha Court	.03143
1107	Wayne Road	.03143	2152B	Letha Court	.03143
1109	Wayne Road	.03143	2154A	Letha Court	.03143
1111	Wayne Road	.03143	2154B	Letha Court	.03143
1113	Wayne Road	.02477	2156A	Letha Court	.03143
1115	Wayne Road	.03713	2156B	Letha Court	.03143
1117	Wayne Road	.02477	2158	Letha Court	.02477
1119	Wayne Road	.03713	2160	Letha Court	.03713
1121	Wayne Road	.03143	2162	Letha Court	.03143
1123	Wayne Road	.03143	2164	Letha Court	.03143
1140	Wayne Road	.03713	2181	Letha Court	.02477
1142	Wayne Road	.02477	2183	Letha Court	.03713
1144	Wayne Road	.03143	2185	Letha Court	.03143
1146	Wayne Road	.03143	2187	Letha Court	.03143
			TOTAL		1.00000

EXHIBIT "P"

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration, made this _____ day of _____, 19____, by the Unit Owners of KINGMAN ACRES CONDOMINIUM VILLAGE I, a Florida condominium created by Declaration of Condominium recorded in Official Records Volume 356, Page 982, Martin County, Florida; CITIZENS AND SOUTHERN REALTY INVESTORS, a Maryland real estate investment trust; DOUGLAS A. WARD and JOHN PREWITT as TRUSTEES, hereinafter collectively referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Douglas A. Ward and John Prewitt, Trustees, are the owners of the real property described in Exhibit D of this Declaration and the recreational facilities located thereon, and desire to provide the use thereof for the benefit of occupants of dwelling units located upon the real property described in Exhibit A attached hereto; and

WHEREAS, Citizens and Southern Realty Investors is the owner of the real property described in Exhibit B attached hereto (being a portion of the property described in Exhibit A) which property has or will be submitted to the condominium form of ownership to be known as Kingman Acres Condominium Village IIA, and

WHEREAS, the real property described in Exhibit C attached hereto (being a portion of the property described in Exhibit A) has already been submitted to the condominium form of ownership known as Kingman Acres Condominium Village I by that certain Declaration of Condominium recorded in Official Records Volume 356, Page 982, Martin County, Florida, and the owners of individual condominium units therein who desire to subject their respective units to this Declaration have joined herein; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said recreation area; and, to the same, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges, assessments and liens, hereinafter set forth, each and all of which is and are for the benefit of the occupants of dwelling units located upon the real property described in Exhibit A attached hereto; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities of said recreational area, to create an agency to which title to the Common Properties, as hereinafter defined, should be conveyed and to which should be delegated and assigned the powers and duties of maintaining and administering the Common Properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Kingman Acres Club, Inc. has been incorporated under the laws of the State of Florida, as a non-profit, nonstock corporation for the purpose of taking title to the Common Properties and exercising the functions aforesaid;

NOW THEREFORE, the Declarant declares that the real property described in Article II is and shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

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(a) "Club" shall mean and refer to Kingsman Acres Club, Inc.

(b) "The Properties" shall mean and refer to the property described in Exhibit A, attached hereto, and any additions thereto made pursuant to Article II, Section 3 hereof.

(c) "Common Properties" shall mean and refer to the property owned by the Club and more particularly described in Exhibit D attached hereto, and subject to this Declaration under the provisions of Article II hereof and facilities constructed thereon and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designated and intended for use and occupancy as a residence by a single family, and may include condominium units, homes separately owned, duplexes, apartments and the like.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to any person or entity who holds such interest merely as a security for the performance of an obligation, including a mortgage, unless and until such person has acquired fee simple title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are members of the Club as provided in Article III, Section 1, hereof.

(g) "Land Member" shall mean the Owner or Owners of any undeveloped portion of the property described in Exhibit E attached hereto.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS THEREIN

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, used and occupied subject to this Declaration is located in Martin County, Florida and consists of The Properties and the Common Properties.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Citizens and Southern Realty Investors, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future Phases provided, however, that:

(i) such additional property shall be limited to that property more particularly described in Exhibit E attached hereto;

(ii) the number of Owners and Members from such additional property will not exceed three hundred fifty eight (358).

(iii) such new Members shall be limited to residential dwelling unit owners, including apartment owners, duplex owners, condominium owners, etc.

(b) Notwithstanding any provision to the contrary contained herein, the initiation fee for each of the first seventy-two (72) Members from such additional property shall not exceed One Hundred Fifty Six Dollars (\$156.00), thereafter such

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initiation fee to be the same as applicable to any other new Member and to be determined in accordance with Article V, Section 11 hereof.

(c) The additions authorized under this subsection shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property and shall be effective when executed by Citizens and Southern Realty Investors, its successors or assigns without the necessity of joinder by any other party.

(d) Such Supplementary Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS
IN THE CLUB

Section 1. Membership. Every Owner subject by covenants of record to assessment by the Club, shall be a Member of the Club.

Section 2. Voting Rights - Members. Voting Members shall be all those Owners as defined in Section 1. Except as hereinafter and hereinabove provided in this Section, Members shall be entitled to one vote for each Living Unit in which he holds an interest required for membership by Section 1. When more than one person holds such interest or interests in any Living Unit, all such persons shall be Members, and the vote for such Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Living Unit.

Section 3. Voting Rights - Land Members. Land Members shall be entitled to a number of votes equal to the total number of votes existing for all other voting Members and shall be entitled to elect fifty per cent (50%) of the number of Directors on the Board of Directors of Kingman Acres Club, Inc. until the first occurrence of one of the following events:

- (a) the aggregate ownership of property by Land Members is less than five (5) acres, or
- (b) Three Hundred Seventy-two (372) additional Members have been added to the Club from the property described in Exhibit E attached hereto, or
- (c) the expiration of ten (10) years commencing with the date hereof.

Upon the happening of one of the above events, the Land Members shall no longer have any voting rights or rights to be represented upon the Board of Directors of Kingman Acres Club, Inc., but shall continue to have the rights to add the remaining land to the Declaration of Covenants and Restrictions and the dwelling owners of such additional land shall be entitled to admission to membership pursuant to the rules, regulations and procedures as herein contained or contained in the Bylaws of Kingman Acres Club, Inc.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 1, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to

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every Living Unit. Such right and easement of enjoyment shall include the right to the nonexclusive use by Members, subject to the reasonable restrictions as hereinafter set forth, of the Common Property: for recreation, social, physical needs and desires; and to contribute to the common health, security and happiness of the Members, their guests and invitees.

Section 2. Extent of Members' Easements. The right and easement of enjoyment created hereby shall be subject to the following:

(a) the right of the Club, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(b) the right of the Club to charge reasonable admission and other fees for the use of the Common Properties and pursuant to Article V; and

(c) such easements, agreements, and interests as there may be on the land at the time of execution of this Declaration.

Section 3. Easements over Existing and Future Roadways. There is hereby created an easement over all existing and future roadways locating upon The Properties in favor of the Members and Land Members of the Club to be used by such Members and Land Members for egress and ingress, vehicular and pedestrian traffic and such other uses as are consistent with the purposes for which such roadways were designed. This easement shall also pertain and be granted over future roadways constructed upon the property described in Exhibit E, attached hereto, to the extent that such roadways are located upon property which is submitted to the covenants and restrictions of this Declaration pursuant to the procedures stated in Article II, Section 2 hereof.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS AND INITIATION FEE

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, or by joinder herein, is deemed to covenant and agree to pay to the Club: (1) an initiation fee; (2) annual assessments or charges as provided herein; (3) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The initiation fee, annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Member's unit against which each such assessment is made until paid. Each such fee or assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the fee or assessment fell due.

Section 2. Purpose of Assessments. The assessments and fees levied by the Club shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof. Nothing herein shall limit the charging of special fees for the use of facilities for limited purposes, over and above the assessments charged hereunder. No

assessments or fees hereunder shall be used for capital improvements or expenditures except in accordance with Section 4 of this Article.

Section 3. Budget. The Board of Directors, after consideration of the current costs and future needs, shall propose to the Members an annual budget. Such proposed annual budget shall be sent to each Member with the notice of the annual meeting. A majority of the Members voting at such annual meeting shall adopt such annual budget, with such revisions as are made at the annual meeting. Upon the adoption of the annual budget at such annual meeting the Board of Directors shall levy assessments equally against the Owners in proportion to the total number of Owners subject to this Declaration or any Supplemental Declarations. The total assessments shall equal the proposed budget. The levy shall be in accordance with Section 5 of this Article. The Board of Directors shall give each Owner at least thirty (30) days written notice of any meeting at which a proposed budget will be discussed.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Board of Directors may levy in any assessment year a special assessment, for the purpose of defraying, in whole or in part, the cost of any reconstruction, or unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto. No consent of the Members will be necessary for levying a special assessment for the foregoing purposes.

The Board of Directors may levy in any assessment year a special assessment, for the purpose of paying for the construction and addition of new capital improvements upon the Common Properties, provided that any such assessment shall have the assent of two-thirds of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Club to be the date of commencement.

Said annual assessments shall be payable in twelve (12) equal monthly installments, with the first such installments due and payable on the day fixed for commencement. When a new Member acquires ownership of a Living Unit not previously owned by a Member, the assessment for the month in which ownership is acquired shall be prorated and shall be due and payable at the closing of the purchase.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. The Board of Directors of the Club shall at least thirty (30) days in advance of the assessment date or period, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Club and shall be open to inspection by any Owner, and shall at that time, fix the amount of the assessment in accordance with this Declaration against each Living Unit for each assessment period.

Written notice of the assessment shall thereupon be sent to every Owner.

The Club shall upon demand at any time furnish to any Owner and mortgagee, or prospective Owner or mortgagee liable for said

assessment, a certificate in writing signed by an officer of the Club, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessment:

The Personal Obligation of the Owner, The Lien; Proceedings of Club. If the assessments are not paid on the date when due (being the dates specified in Section 5 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, assigns, and successors in title. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation until such assessment is paid or the statutory period, whichever is shorter, and shall not pass to his successors in title unless expressly assumed by them, although it will remain a lien on the property.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) per cent per annum, and the Club may bring an action against the party personally obligated to pay the same and/or file a Claim of Lien against such Living Unit in the public records of Martin County and to foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Upon written request of any mortgagee, such mortgagee will be included in a list of mortgagees to be maintained by the Club. Notice of an Owner's delinquency in payment of any assessment shall be sent to the appropriate mortgagee if included in said list.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Properties or any portion thereof subject to assessment. Sale or transfer of such property pursuant to foreclosure of such first mortgage or any other proceeding or deed in lieu of foreclosure, shall relieve such property from assessments previously levied, but shall not relieve such property from liability for any assessments accruing after such acquisition of title, nor from the lien of any such subsequent assessment. However, such foreclosure or deed in lieu of foreclosure shall not relieve said Owner of his personal liability for all delinquent assessments through the date of transfer of such Living Unit pursuant to judicial sale or deed in lieu of foreclosure.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charge and lien created herein:

(a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) all Common Properties as defined in Article I, Section 1 hereof;

(c) all public utility easements.

Section 10. Initiation Fee: The Board of Directors shall annually determine the amount of the initiation fee to be applicable and payable by new members to be admitted for the ensuing year. Said initiation fees shall be a condition to admission as a Member of the Club and use of the facilities and shall be payable on the date of acquisition of ownership of any Living Unit within

The Properties. Once an initiation fee has been paid for a specific Living Unit, no additional initiation fee will be due upon transfer of ownership of such Living Unit to a new Member. The Board of Directors, in their sole discretion, shall apply such initiation fees as they deem to be in the best interests of the Club.

ARTICLE VI
EXISTING OWNERS

Section 1. Joinder in This Declaration. In order to become Members of this Club, Owners of Living Units located upon The Properties whose ownership was acquired prior to the recordation of this Declaration shall subject their dwelling unit to the covenants and restrictions herein contained by joinder in the execution hereof, or by executing a separate Consent and Joinder Agreement, to be executed with the formalities of a deed, and to be recorded in the public records of Martin County, Florida.

Section 2. Existing Owners Who Do Not Join in the Execution. Kingman Acres Club, Inc. is Lessor under that certain Ninety-Nine Year Lease recorded in Official Records Volume 356, Page 836, of the public records of Martin County, Florida, by reason of the assignment from the original lessors thereof and Kingman Acres Condominium, Inc. is Lessee thereunder. Said Ninety-Nine Year Lease subjects all of the units in Kingman Acres Village I, being a portion of The Properties, to the rights and obligations therein contained. All owners of condominium units in Kingman Acres Village I Condominium who do not join in this Declaration or execute a separate Consent and Joinder Agreement as hereinabove provided, will continue to be governed by the terms, conditions and obligations contained in the aforesaid Ninety-Nine Year Lease. Kingman Acres Club, Inc. will have the rights of the Lessor as contained in the Ninety-Nine Year Lease, including, without limitation, the right to subject a Living Unit to a lien for the non-payment of rent and maintenance assessments as provided for in said Ninety-Nine Year Lease.

Section 3. Termination of Lease as to Existing Owners Who Join Herein. Each Owner who joins herein or executes a separate Consent and Joinder Agreement subjecting his dwelling unit to the restrictions and covenants herein contained, will be released from all further obligations under the aforesaid Ninety-Nine Year Lease.

Section 4. Ratification of Club Bylaws. Joinder herein or the execution of a separate Consent and Joinder Agreement or, in the case of Owners acquiring title to a Living Unit subsequent to the date hereof acceptance of a deed to a Living Unit, shall constitute consent and ratification of the Bylaws of Kingman Acres Club, Inc. and all action which has been taken by the Board of Directors thereof prior to the date of admission to membership.

Section 5. Mortgages. Any existing mortgagee who holds a mortgage upon a Living Unit on the date of recordation hereof, and who hereafter forecloses such Living Unit shall be subject to the covenants and restrictions herein contained unless such foreclosure specifically forecloses against this Declaration, whereupon the said Living Unit shall be once again subject to the aforesaid Ninety-Nine Year Lease and the rights, obligations and conditions therein contained.

Any mortgagee who takes title to a Living Unit pursuant to a foreclosure or deed in lieu of foreclosure, without having foreclosed this Declaration, shall be subject to the terms and conditions herein contained, but shall not be obligated for any assessments which became due prior to the acquisition of title.

Section 6. The owners of the condominium units listed in Exhibit F, attached hereto, shall be permitted to become Members of the Club, without payment to the Club of any initiation fee, (the Club having assigned its rights to any and all initiation fees from such condominium units to the Members who own condominium units in Kingman Acres Condominium Village I) upon the following conditions:

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(a) receipt by the Board of Directors of the Club of a direction from Vernon W. Cady, Henrietta Starke, or Joan E. Nielson (as Trustees for Kingman Acres Condominium Village I Members), or their successors or assigns, to so admit a specific Owner, and

(b) execution by such Owner of a Consent and Joinder Agreement to be recorded in the public records of Martin County subjecting said Living Unit to the restrictions and covenants herein contained.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Club, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the Living Units and the mortgagees of said units has been recorded, terminating said covenants and restrictions. Provided, however, that no such agreement to terminate shall be effective unless made and recorded three (3) years in advance of the effective date of such termination, and unless written notice of the proposed agreement is sent to every Owner and Land Member at least thirty (30) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member, Land Member, Owner or mortgagee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member, Land Member, Owner, or Mortgagee on the records of the Club at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants, and failure by the Club or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Amendment. This Declaration may be amended by an instrument signed by at least eighty (80) per cent of the Members of record and the holders of mortgages of at least eighty (80) per cent of the Living Units. No such amendment shall be effective unless written notice of the amendment is sent to every Owner and mortgagee appearing in the records of the Club at least thirty (30) days in advance of any action taken, and a general meeting has been held thereon. No such amendment shall be effective unless recorded in the public records of Martin County, Florida. In addition, no such amendment shall affect the rights of the Land Members or discriminate against any of the land or future dwelling units to be located on the property more particularly described in Exhibit E attached hereto unless consented to by such parties nor shall any amendment discriminate against any Unit Owners, Members or any group of Owners.

Section 5. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 6. Citizens and Southern Realty Investors is a Real Estate Investment Trust organized and existing under the laws of the State of Maryland, which provide that no personal

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liability for the obligations of the Trust will attach to its shareholders or Trustees. Section 4.9 of the Declaration of Trust provides, and the parties hereto expressly agree, that no shareholder, trustee, officer, employee, representative or agent shall be personally liable for any obligations of the Trust, and no recourse may be had against their private property in order to satisfy any obligations of the Trust, and the parties hereto shall look solely to the Trust's property for satisfaction of any claim hereunder.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

Signed, sealed, and delivered
in the presence of:

As to all of the property described in
Exhibit B and as to the following
Units, Kingman Acres Condominium Village I (Exhibit C):
Unit Nos. 2116B; 2118A; 2118B; 2120A; 2120B; 2122A; 2122B; 2130;
2132; 2136; 2140 and 2152, all on Edler Drive.

CITIZENS AND SOUTHERN REALTY
INVESTORS, a Maryland Real Estate
Investment Trust

As to Citizens and Southern
Realty Investors

By: _____
Its _____

As to the property described in Exhibit D:

Sharon H. Kuznetsov

Douglas A. Ward
Douglas A. Ward, As Trustee

S. Kenneth Davis
As to Douglas A. Ward, As
Trustee

John Frewitt, As Trustee

As to John Frewitt, As
Trustee

As to the following condominium units
of Kingman Acres Condominium Village I:

Unit _____

32 418 NRE 551

- 9 -

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Unit _____

Unit _____

Unit _____

Unit _____

Unit _____

Unit _____

STATE OF _____ }
COUNTY OF _____ } SS.:

The foregoing Declaration of Covenants and Restrictions was acknowledged before me this _____ day of _____, 1977, by _____ as _____ of Citizens and Southern Realty Investors, a Maryland Real Estate Investment Trust, on behalf of the Trust.

Notary Public, State of _____ at Large

My Commission Expires: _____

STATE OF FLORIDA }
COUNTY OF DUVAL } SS.:

The foregoing Declaration of Covenants and Restrictions was acknowledged before me this 5th day of April, 1977, by Douglas A. Ward, as Trustee.

Sherril H. Kammann
Notary Public, State of Florida at Large

My Commission Expires: 5-31-80

STATE OF FLORIDA }
COUNTY OF _____ } SS.:

The foregoing Declaration of Covenants and Restrictions was acknowledged before me this _____ day of _____, 1977, by John Prewitt, as Trustee.

Notary Public, State of Florida at Large

My Commission Expires: _____

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Land in Martin County, Florida, being a part of Government Lots 2 and 3 in Section 15, Township 38 South, Range 41 East, bounded and described as follows:

Start at the Northwest corner of Section 15, Township 38 South, Range 41 East; thence run South $0^{\circ}44'18''$ West a distance of 60 feet to the Point of Beginning; thence continue to run South $0^{\circ}44'18''$ West a distance of 783.50 feet; thence run South $89^{\circ}25'42''$ East a distance of 270 feet; thence run North $0^{\circ}44'18''$ East a distance of 192 feet; thence run North $21^{\circ}19'21''$ East a distance of 71.11 feet; thence run North $0^{\circ}44'18''$ East a distance of 525 feet; thence run North $89^{\circ}25'32''$ West along the south right of way line of Monterey Road a distance of 295 feet to the Point of Beginning.

Land in Martin County, Florida:

Start at the Northwest Corner of Section 15, Township 38 South, Range 41 East; thence run $S 89^{\circ} 25' 42'' E$ along the North line of said Section 15, a distance of 295.00 feet; then run $S 00^{\circ} 44' 18'' W$, a distance of 350.00 feet; for the Point of Beginning; thence run $S 39^{\circ} 13' 26'' E$, a distance of 378.31 feet; thence run $S 50^{\circ} 46' 24'' W$, a distance of 140.89 feet; thence run $S 00^{\circ} 44' 18'' W$, a distance of 117.79 feet; thence by curve to the left, with radius of 25.00 feet, run a distance along the arc of 26.29 feet, through a central angle $60^{\circ} 15' 13''$; thence run $S 59^{\circ} 30' 55'' E$, a distance of 213.66 feet; thence run $S 50^{\circ} 46' 24'' W$, a distance 53.31 feet; thence run $N 59^{\circ} 30' 55'' W$, a distance of 27.89 feet; thence run $S 30^{\circ} 29' 05'' W$, a distance of 110.00 feet; thence run $S 59^{\circ} 30' 55'' E$, a distance of 60.00 feet; thence run $S 30^{\circ} 29' 05'' W$, a distance of 147.50 feet; thence run $N. 59^{\circ} 30' 55'' W$, a distance of 15.47 feet; thence by curve to the left with radius of 37.50 feet, run a distance along the arc of 70.47 feet, through a central angle of $107^{\circ} 40' 34''$; thence run $N 89^{\circ} 15' 42'' W$, a distance of 38.33 feet; thence run $N 00^{\circ} 44' 18'' E$, a distance of 323.33 feet; thence run $N 89^{\circ} 15' 42'' W$, a distance of 110.00 feet; thence run $N 00^{\circ} 44' 18'' E$, a distance 351.67 feet; thence run $N 21^{\circ} 19' 21'' E$, a distance of 71.11 feet, thence run $N 00^{\circ} 44' 18'' E$, a distance of 175.00 feet to the Point of Beginning.

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Land in Martin County, Florida:

Start at the Northwest Corner of Section 15, Township 38 South, Range 41 East; thence run S 89° 25' 42" E along the North line of said Section 15, a distance of 295.00 feet; then run S 00° 44' 18" W, a distance of 350.00 feet; for the Point of Beginning; thence run S 39° 13' 26" E, a distance of 378.31 feet; thence run S 50° 46' 24" W, a distance of 140.89 feet; thence run S 00° 44' 18" W, a distance of 117.79 feet; thence by curve to the left, with radius of 25.00 feet, run a distance along the arc of 26.29 feet, through a central angle 60° 15' 13"; thence run S 59° 30' 55" E, a distance of 213.66 feet; thence run S 50° 46' 24" W, a distance 53.31 feet; thence run N 59° 30' 55" W, a distance of 27.89 feet; thence run S 30° 29' 05" W, a distance of 110.00 feet; thence run S 59° 30' 55" E, a distance of 60.00 feet; thence run S 30° 29' 05" W, a distance of 147.50 feet; thence run N 59° 30' 55" W, a distance of 15.47 feet; thence by curve to the left with radius of 37.50 feet, run a distance along the arc of 70.47 feet, through a central angle of 107° 40' 34"; thence run N 89° 15' 42" W, a distance of 38.33 feet; thence run N 00° 44' 18" E, a distance of 323.33 feet; thence run N 89° 15' 42" W, a distance of 110.00 feet; thence run N 00° 44' 18" E, a distance 351.67 feet; thence run N 21° 19' 21" E, a distance of 71.11 feet, thence run N 00° 44' 18" E, a distance of 175.00 feet to the Point of Beginning.

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Land in Martin County, Florida, being a part of Government Lots 2 and 3 in Section 15, Township 38 South, Range 41 East, bounded and described as follows:

Start at the Northwest corner of Section 15, Township 38 South, Range 41 East; thence run South $0^{\circ}44'18''$ West a distance of 60 feet to the Point of Beginning; thence continue to run South $0^{\circ}44'18''$ West a distance of 783.50 feet; thence run South $89^{\circ}25'42''$ East a distance of 370 feet; thence run North $0^{\circ}44'18''$ East a distance of 192 feet; thence run North $21^{\circ}19'21''$ East a distance of 71.11 feet; thence run North $0^{\circ}44'18''$ East a distance of 525 feet; thence run North $89^{\circ}25'32''$ West along the south right of way line of Monterey Road a distance of 295 feet to the Point of Beginning.

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EXHIBIT "D"

Lands lying and being in Martin County, State of Florida,
and more particularly described as follows, to-wit:

Start at the Northwest corner of Section 15, Township 38
South, Range 41 East; thence run S 89° 25' 42" E along the North
line of said Section 15, a distance of 147.50 feet; thence run
S 0° 44' 18" W, parallel to the West line of said Section 15,
a distance of 585.00 feet; thence run S 89° 15' 44" E a distance
of 118.49 feet; thence run S 39° 13' 26" E a distance of 216.63
feet; thence run S 0° 44' 18" W a distance of 582.94 feet; thence
run S 89° 15' 46" E a distance of 12.50 feet; to the point of
beginning; thence run S 00° 44' 18" W a distance of 139.43 feet;
thence by curve to the left of radius 37.50 feet run a distance
of 74.87 feet through a central angle of 114° 24' 15"; thence run N
66° 20' 03" E a distance of 149.33 feet; thence by a curve to the
left of radius 37.50 feet, run a distance of 73.36 feet through
a central angle of 125° 50' 58"; thence run N 59° 30' 55" W a
distance of 156.64 feet; thence by curve to the left of radius
37.50 feet, run a distance of 78.37 feet, through a central angle
of 119° 44' 47" to the Point of Beginning.

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EXHIBIT "E"

Lands lying and being in Martin County, Florida:

Start at the Northwest corner of Section 15, Township 38 South, Range 41 East; thence run South 89° 25' 42" East along the North line of said Section 15, a distance of 295.00 feet; thence run South 00° 44' 18" West, a distance of 350.00 feet; thence run South 39° 13' 26" East, a distance of 173.31 feet to the Point of Beginning; thence run South 50° 46' 24" West, a distance of 140.89 feet; thence run South 00° 44' 18" West, a distance of 117.79 feet; thence by a curve to the left, with radius of 25.00 feet, run a distance along the arc of 26.29 feet, through a central angle of 60° 15' 13"; thence run South 59° 30' 55" East, a distance of 213.66 feet; thence run South 50° 46' 24" West, a distance of 53.31 feet; thence run North 59° 30' 55" West, a distance of 27.89 feet; thence run South 30° 29' 05" West, a distance of 110.00 feet; thence run South 59° 30' 55" East, a distance of 60.00 feet; thence run South 30° 29' 05" West, a distance of 147.50 feet; thence run South 59° 30' 55" East, a distance of 141.17 feet; thence by a curve to the right, with radius of 37.50 feet, run a distance along the arc 73.36 feet, through a central angle of 125° 50' 58"; thence run South 66° 20' 03" West, a distance of 149.33 feet; thence by a curve to the right, with radius of 37.50 feet, run a distance along the arc of 74.87 feet through a central angle of 114° 24' 15"; thence run North 00° 44' 18" East, a distance of 139.43 feet; thence run North 89° 15' 42" West, a distance of 38.33 feet; thence run North 00° 44' 18" East, a distance of 323.33 feet; thence run North 89° 15' 42" West, a distance of 110 feet; thence run North 00° 44' 18" East, a distance of 159.67 feet; thence run North 89° 25' 42" West, a distance of 270 feet; thence run South 00° 44' 18" West, a distance of 1,333.72 feet; thence run North 66° 29' 48" East, a distance of 577.34 feet; thence run North 66° 20' 03" East, a distance of 1455.87 feet to the West Right-of-Way line of U. S. Highway No. 1; thence by a curve concave to the Southwest of radius 5,629.65 feet, run a distance Northwesterly along the arc of 51.23 feet through a central angle of 00° 31' 17"; thence run South 66° 20' 03" West, a distance of 211.17 feet; thence run North 23° 39' 57" West, a distance of 50 feet; thence run South 66° 20' 03" West, a distance of 213.89 feet; thence run North 30° 33' 02" West, a distance of 399.91 feet; thence run South 66° 20' 03" West, a distance of 100.17 feet; thence run North 59° 30' 55" West, a distance of 319.92 feet; thence run North 39° 13' 26" West, a distance of 395.08 feet to the Point of Beginning.

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2nd Bylaws

CHAPTER III

SECOND AMENDED AND RESTATED BY-LAWS OF KINGMAN ACRES CONDOMINIUM VILLAGE IIA

1. Identity. These are the By-laws of KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC., hereafter called the "Association", a corporation not for profit under the laws of the State of Florida organized pursuant to the provisions of Chapters 617 and 718, Florida Statutes, hereinafter referred to as the "Condominium Act", said Condominium being identified by the name of Kingman Acres Condominium Village IIA, hereinafter referred to as the "Condominium"
 - a. The Office of the Association shall be at : 2245 SE Letha CT, Stuart, FL 34994.
 - b. The Fiscal Year of the Association shall be the calendar year.
 - c. The Seal of the Association shall bear the name of the corporation, the word "Florida" the words "corporation not for profit" and the year of incorporation .

2. Members' Meetings

2.1 The Annual Members' Meeting shall be held at the Kingman Acres clubhouse or another location within Martin County, Florida in January of each year at a time designated by the Board of Directors for the purpose of electing directors and transacting any other business authorized to be transacted by the Board and/or members.

2.2 Special Members' Meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from two-thirds (66.67%) of the members.

2.3 Notice of Annual Members' Meeting stating the time, the place and the object for which the meeting is called shall be given by the President, Vice-President or Secretary. Such notice shall be in writing, sent by mail or electronic mail to each member at their address as it appears on the books of the Association, and shall be mailed not less than thirty (30) days and not more than forty five (45) days prior to the date of the meeting. Additionally, a notice shall be posted on the Clubhouse bulletin board during the time period specified above.

2.4 A Quorum at Members' Meeting shall consist of a majority of the votes of the entire membership. The Acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when an approval of



a greater number is required by the Declarations of Condominium, the Articles of Incorporation, or these By-laws.

2.5 Proxies Votes may be cast in person or by proxy for items on the agenda and for the election of officers. A proxy may be made by any person entitled to vote, and shall be valid only for the particular meeting designated in the proxy. It must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. No person or spouse may hold more than three (3) proxies.

2.6 Adjourned Meetings If any meeting of the members cannot be organized because a quorum has not attended, the members who are present may adjourn the meeting until a quorum is present.

2.7 The Order of Business at annual members' meetings shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of prior minutes
- (d) Reports of officers
- (e) Reports of committees
- (f) Election of directors
- (g) Unfinished business, if any
- (h) New business
- (i) Adjournment

3. Directors

3.1 Membership The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association. The membership of the Board shall consist of not less than five (5) directors. The Board of Directors may increase or decrease the number on the Board provided, however, that the Board shall always consist of an odd number of directors.

3.2 Election of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual members' meeting during the month of January each year.

(b) The election shall be conducted in accordance with the Condominium Act, as amended from time to time.

(c) Vacancies on the Board of Directors created by resignations, removal of directors or any other reason shall be filled by a vote of a majority of the remaining directors. The person appointed to fill the vacancy will serve the remaining portion of the term.

3.3 The Terms of each director's service shall be two (2) years and until the successor is duly elected. The terms shall be staggered.

3.4 The Organizational Meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be determined by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

3.5 Regular Meetings of the Board of Directors may be held at such time as determined by a majority of the directors. Notice of regular meetings shall be given to each director at least 3 days prior to the day named for such meeting except in emergencies. Notice shall be posted on the Clubhouse bulletin board at least 48 hours in advance.

3.6 Special Meetings of the directors may be called by the President at the written request of 1/3 of the directors. Notice of such meeting shall be posted at least 72 hours prior to the meeting on the Clubhouse bulletin board.

3.7. A Quorum at Directors' meeting shall consist of a majority of the entire Board of Directors.

3.8 Adjourned Meetings If at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting until a quorum is present.

3.9 The Order of Business at directors' meetings shall be:

- (a) Calling of roll
- (b) Proof of due notice of meeting
- (c) Reading and approval of minutes of the prior meeting
- (d) Reports of officers and committees
- (e) Unfinished business
- (f) New business

(g) Adjournment

4. Powers and duties of the Board of Directors All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and those By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by condominium unit owners where such approval is specifically required, without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act, to-wit:

- (a) To enter into a management contract providing for the management of the condominium property.
- (b) To enter into contracts for the purpose of making available to the owners and the residents of condominium units such services as would, in the sole discretion of the Board, be desirable provided, however, that the term or period of such contracts shall not exceed fifteen (15) years, and provided, further, that said contracts may provide for additional extensions of the original term in the absence of written notice of termination by either party.
- (c) To promulgate and amend, as required, reasonable Rules and Regulations to insure the comfort, safety and enjoyment of all members of the Association.

5. Officers

5.1 The Executive Officers of the Association shall be a President, who shall be a director, a Vice-President, who shall be a director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any person may hold two or more offices except that the same person shall not hold the office of the President and Vice-President, provided, however, that the President shall not also be the Secretary. Any officer may be removed peremptorily by a vote of two-thirds of the directors present at any duly constituted meeting.

5.2 The President shall be the chief officer of the Association. He or she shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committee from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3 The Vice President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He or she shall also assist the President generally and exercise such powers and perform such other duties as shall be prescribed by the directors.

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members and shall attend to the giving and serving of all notice to the members and directors and other notices required by law. The Secretary or Treasurer shall have custody of the seal of the Association and affix it to instrument requiring a seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an association and as may be required by the directors or the President; including the furnishing of certificates regarding any outstanding assessments per Chapter 711.15(7), F.S. The records shall be available at all reasonable times for examination by the members and directors.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He or she shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of Treasurer.

5.6 No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine upon, nor shall anything herein be construed so as to preclude the Board from contracting with a director or officer with any corporation in which a director or officer of the Association may be stockholder, officer, director or employee, for the management of the Condominium for such compensation as shall be mutually agreed between the Board and such officer, director or corporation, or from contracting with a director, or officer of the Association or a corporation in which a director or officer of the corporation maybe a stockholder, officer or director or employee for the purpose of making available to the owners of the condominium units such services as are contemplated by the provisions of Article 4(c) of these By-Laws.

6. Fiscal Management The Provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions;

6.1 Fiscal Year The fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors.

6.2 Books and Accounts Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with the standard accounting procedures and Section 718.112 (7), Florida Statutes. Written summaries shall be supplied at least annually to members.

6.3 Inspection of Books Financial reports and the membership records of the Association shall be available at the principal office of the Association for inspection at reasonable times by any member.

6.4 Budget The Board of Directors shall adopt a budget for such calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for reserves. A copy thereof together with a notice of meeting shall be sent to each member at least 30 days prior to the board meeting at which the Budget will be considered. If, for any reason, a budget is not adopted, the prior year's budget will carry over into the next fiscal year until the time a budget is adopted.

6.5 Assessments Assessments are payable monthly, quarterly, annually, or a combination thereof, as determined by the Board of Directors. In the event the budget and assessments prove to be insufficient, the budget and assessments may be amended at any time by the Board of Directors.

6.6 Acceleration of assessment installments upon default If a condominium unit owner shall be in default in the payment of an assessment, the Board of Directors may accelerate the remaining payment of the assessment.

6.7 The Depository of the Association shall be such bank or banks or savings and loan association or associations as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks or withdrawals signed by such persons as are authorized by the directors, provided that a Managements Agreement may include in its provisions authority for the Manager to sign checks on behalf of the Association for payment of the obligations of the Association.

6.8 Audit An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors.

7. Parliamentary Rules Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when act in conflict with the Declaration of Condominium, Articles of Incorporation, or these By-Laws.
8. Amendments A resolution for the adoption of a proposed amendment of these By-Laws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than forty (40%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:
- (a) Not less than 66 2/31% of entire membership of the Board of Directors and by not less than 51% of the votes of the entire membership of the Association; or
 - (b) In the alternative, an amendment may be made by an agreement signed and acknowledged by all condominium unit owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Martin County, Florida.
- 8.1 Proviso Provided, however, that no amendment shall discriminate against any condominium unit owner nor against any condominium unit or class or group of units unless the condominium unit owners so affected shall consent. No amendment shall be made that is in conflict with the Condominium Act, the Declaration of Condominium, or the Articles of Incorporation.
- 8.2 Execution and recording A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Martin County, Florida.

CERTIFICATE OF ADOPTION OF SECOND AMENDED AND RESTATED BY-LAWS

This Second Amended and Restated By-Laws for Kingman Acres Condominium, Village II-A, Inc. has been approved by the membership by vote sufficient for approval at the members' meeting held on January 22, 2018 and approved by the Board of Directors by a vote sufficient for approval at a directors' meeting.

The undersigned, Kingman Acres Condominium Village II-A, Inc., consents to the terms and conditions contained in the foregoing Second Amended and Restated By-Laws and assumes the duties and obligations imposed upon the undersigned thereunder.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 6 day of March 2018.

WITNESSES AS TO PRESIDENT:

KINGMAN ACRES CONDOMINIUM
VILLAGE II-A, INC

Stephanie W. Adams
Printed Name: Stephanie W. Adams

By: Steve Popaca
Steve POPACA President

Kim Hauck
Printed Name: Kim Hauck

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on March 6, 2018, by Steve Popaca, as President of Kingman Acres Condominium Village II-A, Inc. [] who is personally known to me, or [X] who has produced identification [Type of Identification: CA Drivers License # 052974120].

Notarial Seal



Kim M. Hauck
Notary Public

WITNESSES AS TO SECRETARY:

Stephanie W. Adams
Printed Name: Stephanie W. Adams

Kim Hauck
Printed Name: Kim Hauck

KINGMAN ACRES CONDOMINIUM
VILLAGE II-A, INC.

By: Jon Marion
JON MARION, Secretary

CORPORATE
SEAL



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on March 6, 2018, by Jon Marion, as Secretary of Kingman Acres Condominium Village II-A, Inc. [] who is personally known to me, or [X] who has produced identification [Type of Identification: FL Driver's License #M1650-407-42-410-0].

Notarial Seal



Kim M. Hauck
Notary Public

B1

**CERTIFICATE OF AMENDMENTS
TO THE
AMENDED AND RESTATED BYLAWS OF
KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC.**

A Corporation Not-For-Profit Under
the Laws of the State of Florida

The Amended and Restated Bylaws for Kingman Acres Condominium Village IIA, Inc. have been recorded in the public records of Martin County, Florida at Official Records Book 1887, Page 1544, et. seq. Kingman Acres Condominium Village IIA, Inc., by its duly authorized officers, hereby certifies that the Amendments to these Amended and Restated Bylaws were approved by the membership at their Members Meeting on January 14, 2008.

1. Section 3.2 is amended to read as follows:

3.2 Election of Directors shall be conducted in the following manner:

- (b) The term of each director's service shall extend until the second annual meeting after the director's election (i.e. shall be for two years) or until he or she is removed in the manner elsewhere provided. At the next regular election following the effective date of this amendment, directors shall be elected for one or two year terms in order to effectuate proportionate staggered terms. All directors elected thereafter shall be elected for two year terms.

(The balance of Section 3.2 remains unchanged)

2. Section 3.3 is amended to read as follows:

3.3 The terms of each director's service, subject to the provisions of 3.2 above, shall extend until the second annual meeting of the members after his or her election and subsequently until his or her successor is duly elected and qualified or until he or she is removed in the manner elsewhere provided.

(The balance of Section 3.3 remains unchanged)

3. Section 3.4 is amended to read as follows:

3.4 The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall

be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary. The Board shall elect the officers of the Association at the organization meeting.

(The balance of Section 3.4 remains unchanged)

4. The foregoing amendment to the Amended and Restated Bylaws of Kingman Acres Condominium Village IIA, Inc. was adopted by the membership at the Membership Meeting held on January 14, 2009.

5. The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.

6. All provisions of the Amended and Restated Bylaws of Kingman Acres Condominium Village IIA, Inc. are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 17th day of February, 2009.

WITNESSES AS TO PRESIDENT:

KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC.

Lillian Rothstein
Printed Name: Lillian Rothstein

By: Cheryl A Ferrari
Cheryl A Ferrari President

Elizabeth P. Bonan
Printed Name: ELIZABETH P. BONAN

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledge before me on February 17, 2009, by Cheryl A. Ferrari, as President of Kingman Acres Condominium Village IIA, Inc. who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal

Elizabeth P. Bonan
Notary Public



WITNESSES AS TO SECRETARY:

Lillian Rothstein
Printed Name: Lillian Rothstein

Elizabeth P. Bonan
Printed Name: ELIZABETH P. BONAN

KINGMAN ACRES CONDOMINIUM
VILLAGE IIA, INC.

By: Geraldine D. Farris
GERALDINE D. FARRIS, Secretary

CORPORATE
SEAL



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledge before me on February 17, 2009,
by Geraldine Farris, as Secretary of Kingman Acres Condominium Village IIA,
Inc. [] who is personally known to me, or who has produced identification [Type of
Identification: Drivers License].

Notarial Seal



Elizabeth P. Bonan
Notary Public

Record and Return to:
ELIZABETH P. BONAN, ESQ.
Ross Earle & Bonan, P.A.
Post Office Box 2401
Stuart, Florida 34995

AMENDED AND RESTATED BY - LAWS
OF
KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC.
A Florida Non-Profit Corporation
A Membership Corporation

1. Identity. These are the By-Laws of KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC., hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida, organized pursuant to the provisions of Chapter 617 and 718, Florida Statutes, hereinafter referred to as the "Condominium Act", said Condominium being identified by the name of Kingman Acres Condominium Village IIA. Hereinafter referred to as the "Condominium".
 - 1.1 The office of the Association shall be at: 2245 S.E. Letha Ct, Stuart, FL 34994
 - 1.2 The fiscal year of the Association shall be the calendar year.
 - 1.3 The seal of the Association shall bear the name of the corporation, the word "Florida", the words "corporation not for profit", and the year of incorporation.
2. Members' meetings.
 - 2.1 The annual members' meeting shall be held at the office of the Association on the second Wednesday of November of each year at a time designated by the Board of Directors, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held on the next day that is not a holiday.
 - 2.2 Special members' meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast two-thirds of the votes of the entire membership.
 - 2.3 Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice-President or Secretary. Such notice shall be in writing, sent by mail or

or electronic mail to each member at his address as it appears on the books of the Association, and shall be mailed not less than thirty (30) nor more than forty five (45) days prior to the date of the meeting. Additionally, a notice shall be posted at the Recreation Area during the time period specified above. Notice of meeting may be waived before or after meetings.

- 2.4 A quorum at members meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.
- 2.5 Proxies Votes may be cast in person or by proxy for items on the agenda, but not for the elections of officers. A proxy may be made by any person entitled to vote, and shall be valid only for the particular meeting designated in the proxy. It must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. No person and his spouse may hold more than three (3) proxies.
- 2.6 Adjourned meetings If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
- 2.7 The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:
- (a) Calling of the roll and certifying of proxies.
 - (b) Proof of notice of meeting or waiver of notice.
 - (c) Reading and disposal of any unapproved minutes.
 - (d) Reports of officers.
 - (e) Reports of committees.
 - (f) Appointment of inspectors of election.
 - (g) Election of directors.
 - (h) Unfinished business.
 - (i) New business.
 - (j) Adjournment.

3. Directors

- 3.1 Membership The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association. The membership of

the Board shall consist of not less than five (5) directors. The Board of Directors may from time to time increase or decrease the number of persons to serve on the Board, provided, however, that the Board shall always consist of an odd number of members. The Board shall never consist of less than five (5) members. Any increase or decrease in the number of members on the Board shall be effective as of the date of the next regular election.

3.2 Election of Directors shall be conducted in the following manner:

- B1
- (a) Election of Directors shall be held at the annual members' meeting commencing with the annual meeting on the second Wednesday of November.
 - (b) Elections will take place as following, election for president, secretary and director will be conducted on years that end with even numbers. Term of service will begin on the odd year. Elections for vice president and treasurer will be conducted on years that end with odd numbers. Term of service will begin on the even number year. This is to assure continuity of a Board.
 - (c) The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
 - (d) Except as to vacancies created by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.
 - (e) Any director, excepting the three initial directors may be removed by concurrence of majority (718.112), F.S. of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

3.3 The terms of each director's service, subject to the provisions of 3.2 above, shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

B1

3.4 The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall

B1

be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

- 3.5 Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director and members, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named from such meeting except in emergencies. Notice shall also be conspicuously posted at the Recreation Building at least 48 hours in advance. All Directors' meetings are open to members.
- 3.6 Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Notice of the meeting shall be given as provided for regular meetings and shall state the purpose of the meeting.
- 3.7 Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.
- 3.8 A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.
- 3.9 Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present.
- 3.10 Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.
- 3.11 The presiding officer of directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside.
- 3.12 The order of business at directors' meetings shall be:
- (a) Calling of roll.
 - (b) Proof of due notice of meeting.
 - (c) Reading and disposal of any unapproved minutes.
 - (d) Reports of officers and committees.
 - (e) Election of officers.

- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

4. Powers and duties of the Board of Directors All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and those By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by condominium unit owners where such approval is specifically required, without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act, to-wit:

- (a) To enter into a Ninety-Nine Year lease on the recreation area, in behalf of and in the name of the Association.
- (b) To enter into a management contract providing for the management of the condominium property and of the recreation area.
- (c) To enter into contracts for the purpose of making available to the owners and the residents of condominium units such services as would, in the sole discretion of the Board, be desirable provided, however, that the term or period of such contracts shall not exceed fifteen (15) years, and provided, further, that said contracts may provide for additional extensions of the original term in the absence of written notice of termination by either party.
- (d) To promulgate and amend, as required, reasonable Rules and Regulations to insure the comfort, safety and enjoyment of all members of the Association.

5. Officers

- 5.1 The executive officers of the Association shall be a President, who shall be a director, a Vice-President, who shall be a director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors and such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time determine upon. Any person may hold two or more offices except that the same person shall not hold the office of the President and Vice-President, provided, however, that the President shall not also be the Secretary or an Assistant Secretary. Any officer may be removed peremptorily by a vote of two-thirds of the directors present at any duly constituted meeting.

- 5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committee from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.
- 5.3 The Vice President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.
- 5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notice to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instrument requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer and shall perform all other duties incident to the office of the Secretary of an association and as may be required by the directors or the President, including the furnishing of certificates regarding any outstanding assessments per Chapter 711.15(7), F.S. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent, and shall otherwise assist the Secretary. The records shall be available at all reasonable times for examination by the members and directors.
- 5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent, and shall otherwise assist the Treasurer.
- 5.6 No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine upon, nor shall anything herein be construed so as to preclude the Board from contracting with a

director or officer or with any corporation in which a director or officer of the Association may be stockholder, officer, director or employee, for the management of the Condominium for such compensation as shall be mutually agreed between the Board and such officer, director or corporation, or from contracting with a director, or officer of the Association or a corporation in which a director or officer of the corporation may be a stockholder, officer, director or employee for the purpose of making available to the owners of condominium units such services as are contemplated by the provisions of Article 4(c) of these By-Laws.

6. Fiscal Management The Provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:
- 6.1 Fiscal Year The fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors.
- 6.2 Books and Accounts Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with the standard accounting procedures and Section 718.112(7), P.S. Written summaries shall be supplied at least annually to members.
- 6.3 Inspection of Books Financial reports and the membership records of the Association shall be available at the principal office of the Association for inspection at reasonable times by any member.
- 6.4 Budget The Board of Directors shall adopt a budget for such calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for reserves. A copy thereof together with a notice of meeting shall be sent to each member at least 30 days prior to the board meeting at which the Budget will be considered.
- 6.5 Assessments Assessments against the condominium unit owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in four equal installments, payable on the first day of each quarter of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been in the amount of the last prior assessment, and quarterly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the calendar year for which an amended assessment is made shall be

payable in as many equal installments as there are full quarters of the calendar year left as of the date of such amended assessment, each such quarterly installment to be paid on the first day of the quarter commencing the first day of the next ensuing quarter. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

- 6.6 Acceleration of assessment installments upon default If a condominium unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the condominium unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the condominium unit owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.
- 6.7 The depository of the Association shall be such bank or banks or savings and loan association or associations as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks or withdrawals signed by such persons as are authorized by the directors, provided that a Management Agreement may include in its provisions authority for the Manager to sign checks on behalf of the Association for payment of the obligations of the Association.
- 6.8 Audit An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors.
7. Parliamentary rules Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation, or these By-Laws.
8. Amendments A resolution for the adoption of a proposed amendment of these By-Laws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty (20%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

- (a) Not less than 66 2/31% of entire membership of the Board of Directors and by not less than 51% of the votes of the entire membership of the Association; or
- (b) In the alternative, an amendment may be made by an agreement signed and acknowledged by all condominium unit owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Martin County, Florida.

- 8.1 Proviso Provided, however, that no amendment shall discriminate against any condominium unit owner nor against any condominium unit or class or group of units unless the condominium unit owners so affected shall consent. No amendment shall be made that is in conflict with the Condominium Act, the Declaration of Condominium, or the Articles of Incorporation.
- 8.2 Execution and recording A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Martin County, Florida.

We hereby certify that the foregoing Amended and Restated By-Laws of Kingman Acres Condominium, Village IIA Inc, were duly adopted by not less than sixty-six and two-thirds (66 2/3%) percent of the entire membership of the Board of Directors and by not less than fifty one (51%) percent of the votes of the entire membership of the Association.

IN WITNESS WHEREOF, Kingman Acres Condominium, Village IIA Inc. has caused these presents to be signed in its name, by its President and Secretary and its corporate seal affixed this 1st day of April, 2004.

KINGMAN ACRES CONDOMINIUM VILLAGE, IIA, INC.

By: Haydee Ramos
Haydee Ramos-McGannon, its President

By: Paula Woods
Paula Woods, its Secretary

Witnesses:

Marylou Smith, Vice-President
Witness #1 Name Printed

By: Marylou Smith

Martin C. McGannon, Treasurer
Witness #2 Name Printed

By: Martin C. McGannon

Jean Cherveny, Director at Large
Witness #3 Name Printed

By: Jean N Cherveny

CORPORATE SEAL



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledge before me on April 1, 2004, by, as
President of Kingman Acres Condominium Village, II, Inc., [] who is known to me, or []
who produced FLDL as identification.



Haylie P. Bajis
Commission #DD171311
Expires: Dec 12, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Haylie P. Bajis
NOTARY PUBLIC

NOTARY STAMP

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

CONDOMINIUM OF KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC.

The purpose of the Amended and Restated Articles of Incorporation is to continue the purposes of the Articles of Incorporation as originally filed with the Department of State, Division of Corporations on June 16, 1976.

ARTICLE I

The name of the corporation shall be:

KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC.

(hereinafter referred to as "Association")

ARTICLE II

The purpose of this corporation is the operation and management of a condominium know as KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC., a Condominium (hereinafter referred to as the "Condominium") as the same may now or hereafter be constituted, and to undertake the performance of, and to carry out the acts and duties incident to the administration of the operation and management of said condominium in accordance with the terms, provisions and authorizations contained herein and the Declaration of Condominium which will be recorded among the Public Records of Martin County, Florida; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said condominium.

ARTICLE III

THE ASSOCIATION SHALL HAVE THE FOLLOWING POWERS:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, the said Declaration of Condominium, the By-Laws and Condominium Act.
2. The Association shall have all of the powers of the Condominium Associations under and pursuant to Chapter 718.103 (2003) as amended from time to time, Florida Statutes, The Condominium Act, and shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to the following:

- A. To make, establish and enforce reasonable rules and regulations governing the use of condominium units, common elements, limited common elements and condominium property as said terms may be defined in the Declaration of Condominium.
- B. To make and collect assessments against members as apartment owners, to defray the costs, expenses and losses of the condominium, and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association.
- C. To maintain, repair, replace and operate the condominium property, specifically including all portions of the condominium property to which the Association has the right and power to maintain, repair, replace and operate in accordance with the Declaration of Condominium, the By-Laws and Chapter 718 Florida Statute.
- D. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members, as apartment owners.
- E. To reconstruct improvements on the condominium property after casualty or other loss, and the further improvement of the property.
- F. To enforce, by legal means, the provisions of the Declaration of Condominium, the By-Laws, the rules and regulations, and all documents referred to in the Declaration and these Articles of Incorporation.
- G. To contract for the maintenance and management of the condominium property and to delegate to such contractors all powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors, or the members of the Association.
- H. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests, in land or facilities, intended to provide for the enjoyment, recreation or other use of benefit of the members of the Association.
- I. To acquire by purchase or otherwise, condominium parcels of the condominium, subject nevertheless to the provisions of the Declaration and/or By-Laws relative thereto.
- J. To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and the By-Laws.
- K. To employ personnel to perform the services required for proper operation of the condominium.

The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE IV

Membership in the Association shall be established by the acquisition of ownership of fee title to or fee interest in an apartment in the condominium, whether by conveyance, devise,

judicial decree, or otherwise subject to the provisions of the Declaration of Condominium, and by the recordation among the Public records of Martin County, Florida, of the Deed or other instrument establishing the acquisition and designating the condominium apartment affected thereby. The owner designated in such Deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner in this Association as to the parcel designated shall be terminated. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

ARTICLE V

The Association shall have the perpetual existence.

ARTICLE VI

The principal office of the Association shall be located at:

2245 S.E. Letha Ct, Stuart, Florida 34994

but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE VII

1. The affairs of this Association shall be managed by the Board consisting of the number of Directors determined by the By-Laws, but not less than three (3) Directors, and in the absence of such determination, shall consist of three (3) Directors.
2. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws.

ARTICLE VIII

1. The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President, Secretary and Treasurer, and if any, the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board of Directors. The Board of Directors, or President, with the approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel to administer or assist in the administration of the operation or management of this condominium and the affairs of the Association and any such person or entity is a member of the Association, or a Director or Office of the Association, as the case may be.

2. The Board of Directors shall elect the President, Secretary and Treasurer and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall, from time to time, determine. The President shall be elected from among the membership of the Board of Directors, but no other Officer need be a director. A person may hold two offices, the duties of which are not incompatible; provided, however, the office of the President and Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Association, or any settlement thereof, whether or not he is a Director or Officer at the time such are incurred, except, in such cases wherein the Director or Officer is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE X

The By-Laws of the Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided for by the By-Laws.

ARTICLE XI

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of the proposed Amendments shall be included in the notice of any meeting at which such proposed Amendment is considered.
2. Proposed Amendments shall first be presented to the Board of Directors, and shall have been approved in writing by a majority of such Board of Directors, who shall then certify such Amendment for vote of the members of this corporation.
3. Such Amendment must then be approved by the affirmative vote of seventy-five percent (75%) of the members.
4. A certificate of the duly authorized officer of the corporation shall then be recorded among the Public Records of Martin County, Florida.

- 5. No Amendment may be made to the Articles of Incorporation which shall be in any manner amend, affect or modify the provisions and obligations set forth in the Declaration of Condominium.
- 6. These Amended and Restated Articles of Incorporation for Kingman Acres Condominium Village IIA, Inc. have been approved by at least a majority of the Board of Directors and at least seventy (75%) percent of the members.

*Adopted
1/1/04
in session*

IN WITNESS WHEREOF, Kingman Acres Condominium Village IIA, Inc. has caused these presents to be signed in its name, by its President and Secretary and its corporate seal affixed this 1st day of April, 2004.

Witnesses:

KINGMAN ACRES CONDOMINIUM VILLAGE,
IIA, INC.

By: *Haydee Ramos*
Haydee Ramos, It's President

Martin C. McGannon
Witness #1 Signature

Martin C. McGannon
Witness #1 Name Printed

Marylou Smith
Witness #2 Signature

Marylou Smith
Witness #2 Name Printed

Joan Cherveney
Witness #3 Signature

Joan Cherveney
Witness #3 Name Printed

By: *Paula Woods*
Paula Woods, It's Secretary



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledge before me on April 1, 2004, by
Haydee Ramos McGannon, as President of Kingman Acres Condominium Village, IIA, Inc., []
who is known to me, or [] who produced FLDL as identification.



Haylie P. Bajis
Commission #DD171311
Expires: Dec 12, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Haylie P. Bajis
NOTARY PUBLIC

NOTARY STAMP

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledge before me on April 1, 2004, by
Paula Woods, as Secretary of Kingman Acres Condominium Village, IIA, Inc., [] who is
known to me, or [] who produced FLDL as identification.



Haylie P. Bajis
Commission #DD171311
Expires: Dec 12, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Haylie P. Bajis
NOTARY PUBLIC

NOTARY STAMP



FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 10, 2018

ROSS EARLE BONAN & ENSOR, P.A.
POST OFFICE BOX 2401
STUART, FL 34995

Re: Document Number 736119

The ^{2nd} Amended and Restated Articles of Incorporation for KINGMAN ACRES
CONDOMINIUM VILLAGE IIA, INC., a Florida corporation, were filed on May 1, 2018.

Should you have any questions concerning this matter, please telephone (850) 245-
6050, the Amendment Filing Section.

ps Claretha Golden
Regulatory Specialist II
Division of Corporations

5/16/18

Letter Number: 818A00009736

re: Second Amended and Restated
Articles of Incorporation

CLERK'S NOTE:
 Legibility of this document
 determined to be substandard

KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC.

RULES AND REGULATIONS

The following rules have been adopted by the Board of Directors of the above Condominium, and may be amended, suspended, or other rules promulgated, or waived, by a two-thirds vote of the Board of Directors. The sole purpose of these rules is to provide that all owners in Kingman Acres Condominium Village IIA can enjoy their units, the common elements and the recreation area in comfort, safety and free from undue interference from others. The cooperation of all unit owners, their families and guests, is earnestly solicited in meeting and maintaining this goal.

The rules are as follows:

1. The walks, hallways, stairways and other public passages shall not be obstructed by a unit owner or his agents, servants, employees or invitees, or used by them for any purpose other than ingress to and egress from the unit. No planting fruit trees, vegetables or herbs on common property.
2. No sign, advertisement, notice, or any similar device, shall be inscribed, painted or engraved or affixed to any part of the outside or inside of the common elements and areas. A small engraved nameplate not more than twelve (12) square inches may be attached to the outside of a unit.
3. Pets, no dogs or cats shall be maintained in any condominium units. However, tropical fish, goldfish, parrots in designed bowls, tanks and or cages may be kept therein. The few owners that have dogs and cats that were grandfathered in can remain until their demise, or until owner sells the unit. They cannot be replaced. Cats and Dogs must be on a leash when outside of the condominium unit. Any animal that is roaming the area will be considered abandoned and animal control will be notified.
4. Televisions, radios, record players and musical instruments shall not be played after 10:30 p.m. or before 8:00 a.m., unless the tone control is so lowered as to make the sound inaudible outside the unit.
5. All waste and trash must be properly wrapped in proper containers, and then placed in the special disposal bins provided on the property. Newspapers, plastics, cans, bottles properly placed in recycle bins.
6. No clotheslines, outdoor TV or radio antennas other than are built in shall be installed. No barbecue cooking is allowed in the screened in area.
7. Storm shutters or porch enclosures will be allowed, but they must be of a standard type and color and approved by the Association prior to installation.

CLERK'S NOTE:
Legibility of this document
determined to be substandard

8. No alteration or additions, to the exterior or structural interior of the apartment building permitted. Porch enclosures, front entrance doors shall not be permitted without the prior approval of The Board of Directors. Any alterations not installed in accordance with these rules must be corrected or removed at the owners expense.
9. Eating in, drinking in plastic containers is permitted in the pool area only near the sheltered area. (See Clubhouse Rules).
10. No lifeguard on duty at the Clubhouse. All children must be supervised by an adult. (See Clubhouse Rules).
11. No motorcycles, boats, trucks, campers, motor coaches, or any unregistered automobiles will be allowed in any parking or street areas, except reasonable deliveries during normal business hours.
12. Personal conduct of occupants and their guests shall at all times be on a mature, retained level. There shall be no shouting, arguing or other conduct disturbing to other tenants or their guests.
13. The Association will supply and maintain all mail boxes and street lamps.
14. The Association will maintain all airspace located above the units.
15. Violations, when the board meets to discuss violations of rules and regulations, owners will be notified in writing to comply with violations given a thirty (30) day period in which to comply, otherwise a fine up to a \$100.00 per day may be imposed not to exceed \$1,000.00.
16. Each person shall be responsible to the Association for maintenance fee, which is due on the 1st of each month. If not received by the 15th, a late fee of \$10.00 a month will be imposed. Owner is responsible for the maintenance, repair or restoration of the asphalt or other parking surface in his parking space if such maintenance is necessitated by oil or gas leaking from his car.

**BOARD OF DIRECTORS
SPECIAL AND ANNUAL MEETING BY LAWS**

1. On topics of general discussions, which outcome could initiate much change, residents may speak before a vote is scheduled, providing that such discussion must be in the framework of 30 minutes duration, however, the Board in its discretion, can increase or decrease the time for member comment period .
2. A Numercal List will be posted on the Bulletin Board inside the Clubhouse and each speaker desiring to address the Board, shall speak in this order. If more speakers than time permits, the Board President or Director chairing the meeting , may at their discretion call a special meeting to allow additional time for such discussion. Such list shall be posted a week prior said meeting.
3. All persons wishing to speak at meeting, that have not placed names on the list, will be granted time to speak, time permitting.
4. Board President or acting Chair shall control and limit the time for speakers, and has authority to instruct such speaker to ,yield floor, to permit others to speak, time permitting. Any member failing to yield, is obligated to comply with the President or Acting Chair's instruction.
5. If a member refuses to stop talking and otherwise disrupt meeting, the Chair will issue an oral warning to member his allotted time is over, if he continues to disrupt, the meeting may be adjourned . If Police are called, subject may possibly be charged with disorderly conduct. As Kingman Acres Clubhouse rules and regulations, members must while using common property, conform to proper behavior.

A&R Bylaws

AMENDED AND RESTATED BY - LAWS
OF
KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC.
A Florida Non-Profit Corporation
A Membership Corporation

1. Identity. These are the By-Laws of KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC., hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida, organized pursuant to the provisions of Chapter 617 and 718, Florida Statutes, hereinafter referred to as the "Condominium Act", said Condominium being identified by the name of Kingman Acres Condominium Village IIA. Hereinafter referred to as the "Condominium".
 - 1.1 The office of the Association shall be at: 2245 S.E. Lotha Ct, Stuart, FL 34994
 - 1.2 The fiscal year of the Association shall be the calendar year.
 - 1.3 The seal of the Association shall bear the name of the corporation, the word "Florida", the words "corporation not for profit", and the year of incorporation.
2. Members' meetings.
 - 2.1 The annual members' meeting shall be held at the office of the Association on the second Wednesday of November of each year at a time designated by the Board of Directors, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held on the next day that is not a holiday.
 - 2.2 Special members' meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast two-thirds of the votes of the entire membership.
 - 2.3 Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice-President or Secretary. Such notice shall be in writing, sent by mail or

or electronic mail to each member at his address as it appears on the books of the Association, and shall be mailed not less than thirty (30) nor more than forty five (45) days prior to the date of the meeting. Additionally, a notice shall be posted at the Recreation Area during the time period specified above. Notice of meeting may be waived before or after meetings.

- 2.4 A quorum at members meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.
- 2.5 Proxies Votes may be cast in person or by proxy for items on the agenda, but not for the elections of officers. A proxy may be made by any person entitled to vote, and shall be valid only for the particular meeting designated in the proxy. It must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. No person and his spouse may hold more than three (3) proxies.
- 2.6 Adjourned meetings If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
- 2.7 The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:
- (a) Calling of the roll and certifying of proxies.
 - (b) Proof of notice of meeting or waiver of notice.
 - (c) Reading and disposal of any unapproved minutes.
 - (d) Reports of officers.
 - (e) Reports of committees.
 - (f) Appointment of inspectors of election.
 - (g) Election of directors.
 - (h) Unfinished business.
 - (i) New business.
 - (j) Adjournment.

3. Directors

- 3.1 Membership The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association. The membership of

the Board shall consist of not less than five (5) directors. The Board of Directors may from time to time increase or decrease the number of persons to serve on the Board, provided, however, that the Board shall always consist of an odd number of members. The Board shall never consist of less than five (5) members. Any increase or decrease in the number of members on the Board shall be effective as of the date of the next regular election.

3.2 Election of Directors shall be conducted in the following manner:

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- (a) Election of Directors shall be held at the annual members' meeting commencing with the annual meeting on the second Wednesday of November.
 - (b) Elections will take place as following, election for president, secretary and director will be conducted on years that end with even numbers. Term of service will begin on the odd year. Elections for vice president and treasurer will be conducted on years that end with odd numbers. Term of service will begin on the even number year. This is to assure continuity of a Board.
 - (c) The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
 - (d) Except as to vacancies created by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.
 - (e) Any director, excepting the three initial directors may be removed by concurrence of majority (718.112), F.S. of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

3.3 The terms of each director's service, subject to the provisions of 3.2 above, shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

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3.4 The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall

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be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

- 3.5 Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director and members, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named from such meeting except in emergencies. Notice shall also be conspicuously posted at the Recreation Building at least 48 hours in advance. All Directors' meetings are open to members.
- 3.6 Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Notice of the meeting shall be given as provided for regular meetings and shall state the purpose of the meeting.
- 3.7 Waiver of notice Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.
- 3.8 A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.
- 3.9 Adjourned meetings If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present.
- 3.10 Joinder in meeting by approval of minutes The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.
- 3.11 The presiding officer of directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside.
- 3.12 The order of business at directors' meetings shall be:
- (a) Calling of roll.
 - (b) Proof of due notice of meeting.
 - (c) Reading and disposal of any unapproved minutes.
 - (d) Reports of officers and committees.
 - (e) Election of officers.

- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

4. Powers and duties of the Board of Directors All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and those By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by condominium unit owners where such approval is specifically required, without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act, to-wit:

- (a) To enter into a Ninety-Nine Year lease on the recreation area, in behalf of and in the name of the Association.
- (b) To enter into a management contract providing for the management of the condominium property and of the recreation area.
- (c) To enter into contracts for the purpose of making available to the owners and the residents of condominium units such services as would, in the sole discretion of the Board, be desirable provided, however, that the term or period of such contracts shall not exceed fifteen (15) years, and provided, further, that said contracts may provide for additional extensions of the original term in the absence of written notice of termination by either party.
- (d) To promulgate and amend, as required, reasonable Rules and Regulations to insure the comfort, safety and enjoyment of all members of the Association.

5. Officers

5.1 The executive officers of the Association shall be a President, who shall be a director, a Vice-President, who shall be a director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors and such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time determine upon. Any person may hold two or more offices except that the same person shall not hold the office of the President and Vice-President, provided, however, that the President shall not also be the Secretary or an Assistant Secretary. Any officer may be removed peremptorily by a vote of two-thirds of the directors present at any duly constituted meeting.

- 5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committee from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.
- 5.3 The Vice President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.
- 5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notice to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instrument requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer and shall perform all other duties incident to the office of the Secretary of an association and as may be required by the directors or the President, including the furnishing of certificates regarding any outstanding assessments per Chapter 711.15(7), F.S. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent, and shall otherwise assist the Secretary. The records shall be available at all reasonable times for examination by the members and directors.
- 5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent, and shall otherwise assist the Treasurer.
- 5.6 No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine upon, nor shall anything herein be construed so as to preclude the Board from contracting with a

director or officer or with any corporation in which a director or officer of the Association may be stockholder, officer, director or employee, for the management of the Condominium for such compensation as shall be mutually agreed between the Board and such officer, director or corporation, or from contracting with a director, or officer of the Association or a corporation in which a director or officer of the corporation may be a stockholder, officer, director or employee for the purpose of making available to the owners of condominium units such services as are contemplated by the provisions of Article 4(c) of these By-Laws.

6. Fiscal Management The Provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:
- 6.1 Fiscal Year The fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors.
- 6.2 Books and Accounts Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with the standard accounting procedures and Section 718.112(7), F.S. Written summaries shall be supplied at least annually to members.
- 6.3 Inspection of Books Financial reports and the membership records of the Association shall be available at the principal office of the Association for inspection at reasonable times by any member.
- 6.4 Budget The Board of Directors shall adopt a budget for such calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for reserves. A copy thereof together with a notice of meeting shall be sent to each member at least 30 days prior to the board meeting at which the Budget will be considered.
- 6.5 Assessments Assessments against the condominium unit owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in four equal installments, payable on the first day of each quarter of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been in the amount of the last prior assessment, and quarterly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the calendar year for which an amended assessment is made shall be

payable in as many equal installments as there are full quarters of the calendar year left as of the date of such amended assessment, each such quarterly installment to be paid on the first day of the quarter commencing the first day of the next ensuing quarter. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

- 6.6 Acceleration of assessment installments upon default If a condominium unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the condominium unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the condominium unit owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.
- 6.7 The depository of the Association shall be such bank or banks or savings and loan association or associations as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks or withdrawals signed by such persons as are authorized by the directors, provided that a Management Agreement may include in its provisions authority for the Manager to sign checks on behalf of the Association for payment of the obligations of the Association.
- 6.8 Audit An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors.
7. Parliamentary rules Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation, or these By-Laws.
8. Amendments A resolution for the adoption of a proposed amendment of these By-Laws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty (20%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

- (a) Not less than 66 2/31% of entire membership of the Board of Directors and by not less than 51% of the votes of the entire membership of the Association; or
- (b) In the alternative, an amendment may be made by an agreement signed and acknowledged by all condominium unit owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Martin County, Florida.
- 8.1 Proviso Provided, however, that no amendment shall discriminate against any condominium unit owner nor against any condominium unit or class or group of units unless the condominium unit owners so affected shall consent. No amendment shall be made that is in conflict with the Condominium Act, the Declaration of Condominium, or the Articles of Incorporation.
- 8.2 Execution and recording A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Martin County, Florida.

We hereby certify that the foregoing Amended and Restated By-Laws of Kingman Acres Condominium, Village IIA Inc, were duly adopted by not less than sixty-six and two-thirds (66 2/3%) percent of the entire membership of the Board of Directors and by not less than fifty one (51%) percent of the votes of the entire membership of the Association.

IN WITNESS WHEREOF, Kingman Acres Condominium, Village IIA Inc. has caused these presents to be signed in its name, by its President and Secretary and its corporate seal affixed this 1st day of April, 2004.

KINGMAN ACRES CONDOMINIUM VILLAGE, IIA, INC.

By: Haydee Ramos
Haydee Ramos-McGannon, its President

By: Paula Woods
Paula Woods, its Secretary

Witnesses:

Marylou Smith, Vice-President
Witness #1 Name Printed

By: Marylou Smith

Martin C. McGannon, Treasurer
Witness #2 Name Printed

By: Martin C. McGannon

Joan Cherveny, Director at Large
Witness #3 Name Printed

By: Joan N Cherveny

CORPORATE SEAL



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledge before me on April 1, 2004, by, as
President of Kingman Acres Condominium Village, IIA, Inc., [] who is known to me, or []
who produced FLDL as identification.



Haylie P. Bajis
Commission #DD171311
Expires: Dec 12, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Haylie P. Bajis
NOTARY PUBLIC

NOTARY STAMP

Bylaws

BY - LAWS

OF

KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC.

A Florida Non-Profit Corporation

A Membership Corporation

1. Identity. These are the By-Laws of KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC., hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida, organized pursuant to the provisions of Chapter 617 and 711, Florida Statutes, hereinafter referred to as the "Condominium Act", said Condominium being identified by the name of Kingman Acres Condominium Village IIA, hereinafter referred to as the "Condominium".

1.1 The office of the Association shall be at:
101 Windsor Park, 1050 Palm City Road, Stuart, Florida 33494.

1.2 The fiscal year of the Association shall be the calendar year.

1.3 The seal of the Association shall bear the name of the corporation, the word "Florida", the words "corporation not for profit", and the year of incorporation.

2. Members' meetings.

2.1 The annual members' meeting shall be held at the office of the Association on the second Thursday of January of each year at a time designated by the Board of Directors, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held on the next day that is not a holiday.

2.2 Special members' meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast two-thirds of the votes of the entire membership; provided,

however, until Citizens and Southern Realty Investors, hereinafter called the "Declarant", has closed the sales of all 32 of the condominium units, hereinafter referred to as "Condominium Units", or until the Declarant elects to terminate its control of the Association, or until the annual membership meeting scheduled for the second Thursday in January, 1986, whichever occurs earliest no special members' meeting shall be called or convened except with the consent and approval of the Declarant.

2.3 Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice-President or Secretary. Such notice shall be in writing, sent by Certified Mail, to each member at his address as it appears on the books of the Association and shall be mailed not less than thirty (30) nor more than forty-five (45) days prior to the date of the meeting. Additionally, a notice shall be posted at the Recreation Area during the time period specified above. Notice of meeting may be waived before or after meetings.

2.4 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

2.5 Voting.

(a) In any meeting of members, the owners of condominium units shall be entitled to cast one vote for each condominium unit owned.

(b) If a condominium unit is owned by one person, his right to vote shall be established by the record title to his unit. If any condominium unit is owned by more than one person, the person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by all of the record owners of the condominium unit and filed with the Secretary of the Association. If a condominium

unit is owned by a corporation, the natural person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by the President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the condominium unit concerned. A certificate designating the person entitled to cast the vote of a condominium unit may be revoked by any owner of a condominium unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. No person and his spouse may hold more than three (3) proxies.

2.7 Adjourned meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Appointment of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

2.9 Proviso. Provided, however, that until the Declarant has closed the sales of all 32 of the condominium units, or until the second Thursday of January, 1980, or until the Declarant elects to terminate its control of the Condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

3. Directors.

3.1 Membership. The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association, excepting that the first Board of Directors shall consist of three (3) directors who need not be members of the Association, except as hereinafter provided in subparagraph (g), and thereafter the membership of the Board shall consist of not less than five (5) directors. The Board of Directors may from time to time increase or decrease the number of persons to serve on the Board, provided, however, that the Board shall always consist of an odd number of members, and provided, further, that following the term of office of the first Board of Directors, the Board shall never consist of less than five (5) members. Any increase or decrease in the number of members on the Board shall be effective as of the date of the next regular election.

3.2 Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting commencing with the annual meeting on the second Thursday of January, 1980, except as hereinafter provided in subparagraph (g).

(b) The Board of Directors may, at its discretion, designate a nominating committee of not less than three (3) nor more than five (5) members. In the event the Board shall elect to designate such a committee, the committee shall be designated not less than thirty (30) days prior to the annual election meeting, and shall be charged with the duty of nominating one person for each director to be elected, provided, however, additional nominations shall be received from the floor prior to elections at the annual election meeting.

(c) The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies created by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(e) Any director, excepting the three initial directors may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(f) Except as hereinafter provided in subparagraph (g), until the Declarant has closed the sales of all 32 of the condominium units, or until the Declarant elects to terminate its control of the Association, or until the second Thursday of January, 1980, whichever occurs first, the first directors of the Association shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Declarant.

(g) Notwithstanding any of the foregoing, the members of the Association other than the Owner-Declarant, Citizens and Southern Realty Investors, will be entitled to elect one director after five units have been sold. Further notwithstanding any of the foregoing, the members of the Association other than the Owner-Declarant shall have the right to elect a majority of the Board of Directors either (a) within three years after such time as sixteen units shall have been sold, or (b) within three months after such time as twenty-nine units shall have been sold, or (c) at such time as all thirty-two of the units shall have been either sold or withdrawn from offer for sale in the ordinary course of

business by Owner-Declarant, whichever of these three events (a), (b) or (c) shall first occur. Provided, however, that so long as Owner-Declarant shall hold at least one unit for sale in the ordinary course of business, Owner-Declarant shall be entitled to elect at least one Board member.

3.3 The terms of each director's service, subject to the provisions of 3.2 (f) above, shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4 The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5 Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director and members, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting except in emergencies. Notice shall also be conspicuously posted at the Recreation Building at least 48 hours in advance. All Directors' meetings are open to members.

3.6 Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Notice of the meeting shall be given as provided for regular meetings and shall state the purpose of the meeting.

3.7 Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.8 A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condo-

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minium, the Articles of Incorporation, or these By-Laws.

3.9 Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present.

3.10 Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

3.11 The presiding officer of directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside.

3.12 The order of business at directors' meetings shall be:

- (a) Calling of roll.
- (b) Proof of due notice of meeting.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

3.13 Directors' fees, if any, shall be determined by members of the Association, and approval of any such fees shall require the affirmative vote of not less than two-thirds of the entire membership of the Association, provided, directors designated by the Declarant, and the first Board of Directors, shall not be entitled to any fees or compensation for their services as directors.

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents,

contractors or employees, subject only to approval by condominium unit owners where such approval is specifically required, without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act, to-wit:

(a) To enter into a Ninety-Nine Year Lease on the recreation area, in behalf of and in the name of the Association.

(b) To enter into a management contract providing for the management of the condominium property and of the recreation area.

(c) To enter into contracts for the purpose of making available to the owners and the residents of condominium units such services as would, in the sole discretion of the Board, be desirable provided, however, that the term or period of such contracts shall not exceed fifteen (15) years, and provided, further, that said contracts may provide for additional extensions of the original term in the absence of written notice of termination by either party.

(d) To promulgate and amend, as required, reasonable Rules and Regulations to insure the comfort, safety and enjoyment of all members of the Association.

5. Officers.

5.1 The executive officers of the Association shall be a President, who shall be a director, a Vice-President, who shall be a director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors, and such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time determine upon. Any person may hold two or more offices except that the same person shall not hold the office of President and Vice-President, provided, however, that the President shall not also be the Secretary or an Assistant Secretary. Any officer may be removed preemptorily by a vote of two-thirds of the directors present at any duly constituted meeting.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3 The Vice-President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notice to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instrument requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or the President, including the furnishing of certificates regarding any outstanding assessments per Chapter 711.15(7), F.S. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent, and shall otherwise assist the Secretary. The records shall be available at all reasonable times for examination by the members and directors.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent, and shall otherwise assist the Treasurer.

5.6 No compensation shall be paid to any officer of the

Association except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. No officer who is a designee of the Declarant shall receive any compensation for his services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine upon, nor shall anything herein be construed so as to preclude the Board from contracting with a director or officer or with any corporation in which a director or officer of the Association may be stockholder, officer, director or employee, for the management of the Condominium for such compensation as shall be mutually agreed between the Board and such officer, director or corporation, or from contracting with a director, or officer of the Association or a corporation in which a director or officer of the corporation may be a stockholder, officer, director or employee for the purpose of making available to the owners of condominium units such services as are contemplated by the provisions of Article 4(c) of these By-Laws. It is expressly contemplated that the first Board of Directors may enter into such contracts with persons who are initial officers or directors of the Association, or with corporations having officers, directors or employees who are also members of the first Board of Directors of the Association.

6. Fiscal management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 Fiscal year. The fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors.

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document when microfilmed.

6.2 Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with standard accounting procedures and Section 711.12 (7), Florida Statutes. Written summaries shall be supplied at least annually to members.

6.3 Inspection of Books. Financial reports and the membership records of the Association shall be available at the principal office of the Association for inspection at reasonable times by any member.

6.4 Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for reserves. A copy thereof together with a notice of meeting shall be sent to each member at least 30 days prior to the board meeting at which the Budget will be considered.

6.5 Assessments. Assessments against the condominium unit owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in four equal installments, payable on the first day of each quarter of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and quarterly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the calendar year for which an amended assessment is made shall be payable in as many equal installments as there are full quarters of the calendar year left as of the date of such amended assessment, each such quarterly

installment to be paid on the first day of the quarter commencing the first day of the next ensuing quarter. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

6.6 Acceleration of assessment installments upon default.

If a condominium unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the condominium unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the condominium unit owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.7 The depository of the Association shall be such bank or banks or savings and loan association or associations as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks or withdrawals signed by such persons as are authorized by the directors, provided that a Management Agreement may include in its provisions authority for the Manager to sign checks on behalf of the Association for payment of the obligations of the Association.

6.8 Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors.

7. Parliamentary rules. Robert's' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation, or these By-Laws.

8. Amendments. A resolution for the adoption of a proposed amendment of these By-Laws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty (20) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than $66 \frac{2}{3}\%$ of the entire membership of the Board of Directors and by not less than 51% of the votes of the entire membership of the Association; or

(b) Not less than $66 \frac{2}{3}\%$ of the votes of the entire membership of the Association; or

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all condominium unit owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Martin County, Florida.

8.1 Proviso. Provided, however, that no amendment shall discriminate against any condominium unit owner nor against any condominium unit or class or group of units unless the condominium unit owners so affected shall consent. No amendment shall be made that is in conflict with the Condominium Act, the Declaration of

of Condominium, or the Articles of Incorporation. No amendment shall be adopted without the consent and approval of the Declarant, so long as it shall own two or more condominium units in the Condominium.

8.2 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Martin County, Florida.

8.3 Anything herein to the contrary notwithstanding, until the first regular election of Directors by the membership, and so long as the Declarant shall have the right to fill vacancies on the Board of Directors, an amendment shall require only the unanimous consent of the Board of Directors, and no meeting of the condominium unit owners nor any approval thereof need be had.

8.4 The Declarant is a Real Estate Investment Trust organized and existing under the laws of the State of Maryland, which provide that no personal liability for the obligations of the Trust will attach to its shareholders or Trustees. Section 4.9 of the Declaration of Trust of the Trust provides, and the Association expressly agrees, that no shareholder, trustee, officer, employee, representative or agent shall be personally liable for any obligations of the Trust, and no recourse may be had against their private property in order to satisfy any obligations of the Trust, and the Association shall look solely to the Trust's property for satisfaction of any claim hereunder.

The foregoing were adopted as the By-Laws of Kingman Acres Condominium Village IIA, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the _____ day of _____, 1976.

Secretary

Approved:

418 PAGE 542

President

2nd A&R
Articles



CHAPTER II

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION OF KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC.

The purpose of the Second Amended and Restated Articles of Incorporation is to continue the purposes of the Articles of Incorporation originally filed with the Department of State, Division of Corporations on June 24, 1976.

ARTICLE I

The name of the corporation shall be: KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC. (hereinafter referred to as "Association")

ARTICLE II

The purpose of this corporation is the operation and management of a condominium known as KINGMAN ACRES CONDOMINIUM VILLAGE IIA, a Condominium (hereinafter referred to as the "Condominium") as the same may now or hereafter to be constituted, and to undertake the performance of, and to carry out the acts and duties incidental to the administration of the operation and management of such condominium in accordance with the terms, provisions and authorizations contained herein and the Declarations of Condominium which will be recorded among the Public Records of Martin County, Florida; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of such condominium.

ARTICLE III

THE ASSOCIATION SHALL HAVE THE FOLLOWING POWERS:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, the said Declaration of Condominium, the By-laws and Chapter 718, Florida Statutes (the "Condominium Act"), as all may be amended from time to time. Any reference to the Declaration of Condominium, the By-laws and Chapter 718, Florida Statutes, in these Articles refers to any amendment of those documents as well.
2. The Association shall have all of the powers of a condominium association under and pursuant to the Condominium Act, as amended from time to time, and shall have all of

the powers reasonably necessary to implement the purposes of the Association, including but not limited to the following: .

- A. To make, establish and enforce reasonable rules and regulations governing the use of condominium units, common elements, limited common elements and condominium property as said items may be defined in the Declaration of Condominium.
- B. To make and collect assessments against members as unit owners, to defray the costs, expenses, and losses of the condominium, and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association.
- C. To maintain, repair, and replace and operate the condominium property; specifically all portions of the condominium property to which the Association has the right and power to maintain, repair, replace and operate in accordance with the Declaration of Condominium, the By-laws and the Condominium Act.
- D. To purchase insurance on the condominium property and insurance for the protection of the Association and its members as unit owners.
- E. To reconstruct improvements on the condominium property after property or other loss, and the further improvement of the property.
- F. To enforce by legal means the provisions of the Declaration of Condominium, the By-laws, the rules and regulations, and all documents referred to in the Declaration and these Articles of Incorporation.
- G. To contract for the maintenance and management of the condominium property and to delegate to such contractors all powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or the member of the Association.
- H. To approve or disapprove the transfer, mortgage and ownership of units as may be provided by the Declaration of Condominium and the By-laws.
- I. To employ personnel to perform the services required for proper operation of the condominium.

The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-laws.

ARTICLE IV

Membership in the Association shall be established by the acquisition of ownership of fee title or fee interest in a unit in the condominium, whether by conveyance, device, judicial decree, or otherwise subject to the provisions of the Declaration of Condominium, and by the recording in the Public Records of Martin County, Florida of the deed or other instrument establishing the acquisition, and designating the condominium unit affected thereby. The owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner in this association shall be terminated. The share of a member in

the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit.

ARTICLE V

The Association shall have the perpetual existence.

ARTICLE VI

The principal address of the Association shall be at: 2245 SE Letha Ct, Stuart, FL 34994, but the Association may maintain an office and transact business in other places within the State of Florida as may be designated by the Board of Directors.

ARTICLE VII

The affairs of this Association shall be managed by a Board of Directors. The number of directors shall be determined by the By-laws, but shall not consist of less than five (5) directors. Directors must be owners. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-laws.

ARTICLE VIII

The Board of Directors shall elect the officers of the corporation. The officers shall consist of a President, Vice-President, Secretary and Treasurer. The officers shall serve at the pleasure of the Board of Directors. The Board of Directors, or President, with the approval of the Board of Directors, may employ a managing agent and/or other managerial and supervisory personnel to administer or assist in the administration of the operation or management of this condominium and the affairs of the Association and any such person or entity is a member of the Association, or a Director or Officer of the Association, as the case may be.

ARTICLE IX

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed on them in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of their being or having been a Director or Officer of the Association, or any settlement thereof, whether or not they are an Officer or Director at the time that such are incurred, except, in such cases wherein the Officer or Director is adjudged guilty of

willful malfeasance or misfeasance in the performance of their duties; provided that in the event of a settlement, the indemnification therein shall only apply when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Officer or Director may be entitled.

ARTICLE X

The By-laws of the Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided for by the By-laws.

ARTICLE XI

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of the proposed amendments shall be included in the notice of any meeting at which such proposed amendment is considered.
2. Proposed amendments shall first be presented to the Board of Directors, and shall have been approved in writing by a majority of such Board of Directors, who shall certify such amendment. Such amendment must then be approved by the affirmative vote of fifty-one percent (51%) of the members.
3. A certificate of the duly authorized officer of the corporation shall then be recorded among the Public Records of Martin County, Florida.

CERTIFICATE OF ADOPTION OF SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION

This Second Amended and Restated Articles of Incorporation for Kingman Acres Condominium, Village II-A, Inc. has been approved by the membership by vote sufficient for approval at the members' meeting held on January 22, 2018 and approved by the Board of Directors by a vote sufficient for approval at a directors' meeting.

The undersigned, Kingman Acres Condominium Village II-A, Inc., consents to the terms and conditions contained in the foregoing Second Amended and Restated Articles of Incorporation and assumes the duties and obligations imposed upon the undersigned thereunder.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 6 day of March 2018.

WITNESSES AS TO PRESIDENT:

Stephanie W. Adams
Printed Name: Stephanie W. Adams

Kim Hauck
Printed Name: Kim Hauck

KINGMAN ACRES CONDOMINIUM
VILLAGE II-A, INC.

By: Steve Popaca
STEVE POPACA, President

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on March 6, 2018, by Steve Popaca, as President of Kingman Acres Condominium Village II-A, Inc. [] who is personally known to me, or [X] who has produced identification [Type of Identification: GA Driver's license #05297420]

Notarial Seal



Kim M. Hauck
Notary Public

WITNESSES AS TO SECRETARY:

Stephanie W. Adams
Printed Name: Stephanie W. Adams

Kim Hauck
Printed Name: Kim Hauck

KINGMAN ACRES CONDOMINIUM
VILLAGE II-A, INC.

By: Jon Marion
JON MARION Secretary

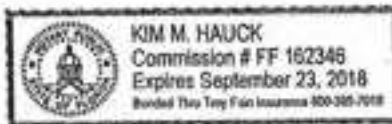
CORPORATE
SEAL



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on March 6, 2018, by Jon Marion, as Secretary of Kingman Acres Condominium Village II-A, Inc. [] who is personally known to me, or [X] who has produced identification [Type of Identification: FL Drivers license # M650-427-142-410-0]

Notarial Seal



Kim M. Hauck
Notary Public

A&R Articles

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

CONDOMINIUM OF KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC.

The purpose of the Amended and Restated Articles of Incorporation is to continue the purposes of the Articles of Incorporation as originally filed with the Department of State, Division of Corporations on June 16, 1976.

ARTICLE I

The name of the corporation shall be:

KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC.

(hereinafter referred to as "Association")

ARTICLE II

The purpose of this corporation is the operation and management of a condominium know as KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC., a Condominium (hereinafter referred to as the "Condominium") as the same may now or hereafter be constituted, and to undertake the performance of, and to carry out the acts and duties incident to the administration of the operation and management of said condominium in accordance with the terms, provisions and authorizations contained herein and the Declaration of Condominium which will be recorded among the Public Records of Martin County, Florida; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said condominium.

ARTICLE III

THE ASSOCIATION SHALL HAVE THE FOLLOWING POWERS:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, the said Declaration of Condominium, the By-Laws and Condominium Act.
2. The Association shall have all of the powers of the Condominium Associations under and pursuant to Chapter 718.103 (2003) as amended from time to time, Florida Statutes, The Condominium Act, and shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to the following:

- A. To make, establish and enforce reasonable rules and regulations governing the use of condominium units, common elements, limited common elements and condominium property as said terms may be defined in the Declaration of Condominium.
- B. To make and collect assessments against members as apartment owners, to defray the costs, expenses and losses of the condominium, and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association.
- C. To maintain, repair, replace and operate the condominium property; specifically including all portions of the condominium property to which the Association has the right and power to maintain, repair, replace and operate in accordance with the Declaration of Condominium, the By-Laws and Chapter 718 Florida Statute.
- D. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members, as apartment owners.
- E. To reconstruct improvements on the condominium property after casualty or other loss, and the further improvement of the property.
- F. To enforce, by legal means, the provisions of the Declaration of Condominium, the By-Laws, the rules and regulations, and all documents referred to in the Declaration and these Articles of Incorporation.
- G. To contract for the maintenance and management of the condominium property and to delegate to such contractors all powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors, or the members of the Association.
- H. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests, in land or facilities, intended to provide for the enjoyment, recreation or other use of benefit of the members of the Association.
- I. To acquire by purchase or otherwise, condominium parcels of the condominium, subject nevertheless to the provisions of the Declaration and/or By-Laws relative thereto.
- J. To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and the By-Laws.
- K. To employ personnel to perform the services required for proper operation of the condominium.

The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE IV

Membership in the Association shall be established by the acquisition of ownership of fee title to or fee interest in an apartment in the condominium, whether by conveyance, devise,

judicial decree, or otherwise subject to the provisions of the Declaration of Condominium, and by the recordation among the Public records of Martin County, Florida, of the Deed or other instrument establishing the acquisition and designating the condominium apartment affected thereby. The owner designated in such Deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner in this Association as to the parcel designated shall be terminated. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

ARTICLE V

The Association shall have the perpetual existence.

ARTICLE VI

The principal office of the Association shall be located at:

2245 S.E. Letha Ct, Stuart, Florida 34994

but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE VII

1. The affairs of this Association shall be managed by the Board consisting of the number of Directors determined by the By-Laws, but not less than three (3) Directors, and in the absence of such determination, shall consist of three (3) Directors.
2. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws.

ARTICLE VIII

1. The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President, Secretary and Treasurer, and if any, the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board of Directors. The Board of Directors, or President, with the approval of the Board of Directors, may employ a managing agent, and/or such other managerial and supervisory personnel to administer or assist in the administration of the operation or management of this condominium and the affairs of the Association and any such person or entity is a member of the Association, or a Director or Office of the Association, as the case may be.

2. The Board of Directors shall elect the President, Secretary and Treasurer and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall, from time to time, determine. The President shall be elected from among the membership of the Board of Directors, but no other Officer need be a director. A person may hold two offices, the duties of which are not incompatible; provided, however, the office of the President and Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Association, or any settlement thereof, whether or not he is a Director or Officer at the time such are incurred, except, in such cases wherein the Director or Officer is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE X

The By-Laws of the Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided for by the By-Laws.

ARTICLE XI

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of the proposed Amendments shall be included in the notice of any meeting at which such proposed Amendment is considered.
2. Proposed Amendments shall first be presented to the Board of Directors, and shall have been approved in writing by a majority of such Board of Directors, who shall then certify such Amendment for vote of the members of this corporation.
3. Such Amendment must then be approved by the affirmative vote of seventy-five percent (75%) of the members.
4. A certificate of the duly authorized officer of the corporation shall then be recorded among the Public Records of Martin County, Florida.

- 5. No Amendment may be made to the Articles of Incorporation which shall be in any manner amend, affect or modify the provisions and obligations set forth in the Declaration of Condominium.
- 6. These Amended and Restated Articles of Incorporation for Kingman Acres Condominium Village IIA, Inc. have been approved by at least a majority of the Board of Directors and at least seventy (75%) percent of the members.

*Adopted
1/1/04
M. Gannon*

IN WITNESS WHEREOF, Kingman Acres Condominium Village IIA, Inc. has caused these presents to be signed in its name, by its President and Secretary and its corporate seal affixed this 1st day of April, 2004.

Witnesses:

KINGMAN ACRES CONDOMINIUM VILLAGE,
IIA, INC.

By: *Haydee Ramos*
Haydee Ramos, It's President

Martin C. McGannon
Witness #1 Signature

Martin C. McGannon
Witness #1 Name Printed

Marylou Smith
Witness #2 Signature

Marylou Smith
Witness #2 Name Printed

Joan Cherveney
Witness #3 Signature

Joan Cherveney
Witness #3 Name Printed

By: *Paula Woods*
Paula Woods, It's Secretary



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledge before me on April 1, 2004, by Haydee Ramos McGannon, as President of Kingman Acres Condominium Village, IIA, Inc., [] who is known to me, or [] who produced FLDL as identification.



Haylie P. Bajis
Commission #DD171311
Expires: Dec 12, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Haylie P. Bajis
NOTARY PUBLIC

NOTARY STAMP

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledge before me on April 1, 2004, by Paula Woods, as Secretary of Kingman Acres Condominium Village, IIA, Inc., [] who is known to me, or [] who produced FLDL as identification.



Haylie P. Bajis
Commission #DD171311
Expires: Dec 12, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Haylie P. Bajis
NOTARY PUBLIC

NOTARY STAMP



FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 10, 2018

ROSS EARLE BONAN & ENSOR, P.A.
POST OFFICE BOX 2401
STUART, FL 34995

Re: Document Number 736119

The ²⁰¹⁸ Amended and Restated Articles of Incorporation for KINGMAN ACRES
CONDOMINIUM VILLAGE IIA, INC., a Florida corporation, were filed on May 1, 2018.

Should you have any questions concerning this matter, please telephone (850) 245-
6050, the Amendment Filing Section.

127 Claretha Golden
Regulatory Specialist II
Division of Corporations

Letter Number: 818A00009736

5/10/18

Re: Second Amended and Restated
Articles of Incorporation

Articles

STATE OF FLORIDA

DEPARTMENT OF STATE



I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION
OF

KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC.

filed in this office on the 16th day of June,

19 76 .

Charter Number: 7-36,119

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
25th day of June,
19 76

A handwritten signature in cursive script, appearing to read "Gene A. Swarth".

SECRETARY OF STATE



CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

FILED
JUN 15 11 03 AM '16
STATE
SECRETARY

In pursuance of Sections 48.091 and 617.023, Florida Statutes, the following is submitted, in compliance with said act:

First -- That KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at the City of Stuart, County of Martin, State of Florida, has named CT CORPORATION SYSTEM, c/o CT CORPORATION SYSTEM, 100 Biscayne Boulevard, City of Miami, County of Dade, State of Florida, 33132, as its agent to accept service of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, CT CORPORATION SYSTEM, by and through its undersigned authority, hereby accepts to act in this capacity, and agrees to comply with the provisions of said Act relative to keeping open said office.

CT CORPORATION SYSTEM

By: 

Donald R. Allen

Its: Assistant Secretary

ARTICLES OF INCORPORATION
OF
KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC.

FILED
JUN 15 11 00 AM '70
REPUBLIC STATE
HALL, MARTIN COUNTY, FLORIDA

In order to form a non-profit corporation under and in accordance with Florida Statutes, the undersigned associate themselves for the purpose and with the powers hereinafter mentioned:

ARTICLE I

The name of the corporation shall be:

KINGMAN ACRES CONDOMINIUM VILLAGE IIA, INC.

(hereinafter referred to as "Association.")

ARTICLE II

The purpose of this corporation is the operation and management of a condominium known as KINGMAN ACRES CONDOMINIUM VILLAGE IIA (hereinafter referred to as the "Condominium"), as the same may now or hereafter be constituted, and to undertake the performance of, and to carry out the acts and duties incident to the administration of the operation and management of said condominium in accordance with the terms, provisions and authorizations contained herein and the Declaration of Condominium which will be recorded among the Public Records of Martin County, Florida; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said condominium.

ARTICLE III

The Association shall have the following powers:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, the said Declaration of Condominium, the By-Laws and the Florida Condominium Act.

2. The Association shall have all of the powers of the Condominium Associations under and pursuant to Chapter 711, Florida Statutes, the Condominium Act, and shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to the following:

A. To make, establish and enforce reasonable rules and regulations governing the use of condominium units, common elements, limited common elements and condominium property as said terms may be defined in the Declaration of Condominium to be recorded.

B. To make and collect assessments against members as apartment owners, to defray the costs, expenses and losses of the condominium, and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association.

C. To maintain, repair, replace and operate the condominium property, specifically including all portions of the condominium property to which the Association has the right and power to maintain, repair, replace and operate in accordance with the Declaration of Condominium, the By-Laws and Chapter 711 of the Florida Statutes, the Condominium Act.

D. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members, as apartment owners.

E. To reconstruct improvements on the condominium property after casualty or other loss, and the further improvement of the property.

F. To enforce, by legal means, the provisions of the Declaration of Condominium, the By-Laws, the rules and regulations, and all documents referred to in the Declaration and these Articles of Incorporation.

G. To contract for the maintenance and management of the condominium property and to delegate to such contractors all powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors, or the members of the Association.

H. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests, in land or facilities, intended to provide for the enjoyment, recreation or other use of benefit of the members of the Association.

I. To acquire by purchase or otherwise, condominium parcels of the condominium, subject nevertheless to the provisions of the Declaration and/or By-Laws relative thereto.

J. To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and the By-Laws.

K. To employ personnel to perform the services required for proper operation of the condominium.

The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE IV

1. Until such time as this Association is vested with an interest in the condominium by the recordation in the Public Records of Martin County, Florida, of the Declaration of Condominium, or until such time as provided for in ARTICLE VII, the membership of this Association shall be comprised of the subscribers to these Articles. Each subscriber shall be entitled to one vote on all matters on which the membership shall be entitled to vote.

2. Membership in the Association shall be established by the acquisition of ownership of fee title to fee interest in an apartment in the condominium, whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of the Declaration of Condominium, and by the recordation among the Public Records of Martin County, Florida, of the Deed or other instrument establishing the acquisition and designating the condominium apartment affected thereby. The owner designated in such Deed or other instrument shall thereupon become a member of this Association, and the membership of the prior owner in this Association as to the parcel designated shall be terminated. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

ARTICLE V

The Association shall have perpetual existence.

ARTICLE VI

The principal office of the Association shall be located at: 101 Windsor Park, 1850 Palm City Road, Stuart, Florida 33494, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE VII

1. The affairs of this Association shall be managed by a Board consisting of the number of Directors determined by the By-Laws, but not less than three (3) Directors, and in the absence of such determination, shall consist of three (3) Directors. The members of the first Board of Directors need not be members of the Association.

2. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Notwithstanding the foregoing, the first election of all Directors at large shall not be held until Citizens and Southern Realty Investors, the Owner-Declarant, has closed the sales of all the apartments in the condominium, or until Citizens and Southern Realty Investors elects to terminate its control of the condominium, or until the second Thursday in January, 1980, whichever shall occur first. The Directors named in these Articles shall serve until the first election of Directors at large, except as hereinafter provided, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. Notwithstanding any of the foregoing, the members of the Association other than the Owner-Declarant, Citizens and Southern Realty Investors, will be entitled to elect one director after five units have been sold. Further notwithstanding any of the foregoing, the members of the Association other than the Owner-Declarant shall have the right to elect a majority of the Board of Directors either (a) within three years after such time as sixteen units shall have been sold, or (b) within three months after such time as twenty-nine units shall have been sold, or (c) at such time as all thirty-two of the units shall have been either sold or withdrawn from offer for sale in the ordinary course of business by Owner-Declarant, whichever of these three events (a), (b) or (c) shall first occur. Provided, however, that so long as Owner-Declarant shall hold at least one unit for sale in the ordinary course of business, Owner-Declarant shall be entitled to elect at least one Board member.

3. The names and addresses of the subscribers to these Articles of Incorporation and the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
K. Ross Marshall	101 Windsor Park, 1850 Palm City Road, Stuart, Florida 33494
Luther J. Farless, Jr.	101 Windsor Park, 1850 Palm City Road, Stuart, Florida 33494
Mary Jane Greene	101 Windsor Park, 1850 Palm City Road, Stuart, Florida 33494

ARTICLE VIII

1. The affairs of the Association shall be managed by the President of the Association, assisted by the Vice-President, Secretary and Treasurer, and if any, the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board of Directors. The Board of Directors, or President, with the approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel to administer or assist in the administration of the operation or management of this condominium and the affairs of the Association, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Association or a Director or Officer of the Association, as the case may be.

2. The Board of Directors shall elect the President, Secretary and Treasurer and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall, from time to time, determine. The President shall be elected from among the membership of the Board of Directors, but no other Officer need be a director. A person may hold two offices, the duties of which are not incompatible; provided, however, the office of the President and Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX

The names and addresses of the officers who are to serve until their successors are designated by the Board of Directors are as follows:

President - K. Ross Marshall	101 Windsor Park, 1850 Palm City Road, Stuart, Florida 33494
Vice President - Luther J. Farless, Jr.	101 Windsor Park, 1850 Palm City Road, Stuart, Florida 33494
Secretary-Treasurer - Mary Jane Greene	101 Windsor Park, 1850 Palm City Road, Stuart, Florida 33494

ARTICLE X

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Association, or any settlement thereof, whether or not he is a Director or Officer at the time such are incurred, except, in such cases wherein the Director or Officer is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XI

The By-Laws of the Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided for by the By-Laws.

ARTICLE XII

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of the proposed Amendments shall be included in the notice of any meeting at which such proposed Amendment is considered.
2. Proposed Amendments shall first be presented to the Board of Directors, and shall have been approved in writing by a majority of such Board of Directors, who shall then certify such Amendment for vote of the members of this corporation.
3. Such Amendment must then be approved by the affirmative vote of seventy-five percent (75%) of the members.
4. A certificate of amendment executed by the duly authorized officers of the corporation shall then be recorded among the Public Records of Martin County, Florida.
5. No Amendment may be made to the Articles of Incorporation which shall in any manner amend, affect or modify the provisions and obligations set forth in the Declaration of Condominium.

ARTICLE XIII

The Owner-Declarant is a Real Estate Investment Trust organized and existing under the laws of the State of Maryland, which provide that no personal liability for the obligations of the Trust will attach to its shareholders or Trustees. Section 4.9 of the Declaration of Trust of the Trust provides, and the Association expressly agrees, that no shareholder, trustee, officer, employee, representative or agent shall be personally liable for any obligations of the Trust, and no recourse may be had against their private property in order to satisfy any obligations of the Trust, and the Association shall look solely to the Trust's property for satisfaction of any claim hereunder.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 27th day of May, 1976.

K. Ross Marshall 5/27/76
Mary Jane Greene 5/27/76
Paul J. [unclear] A/R

STATE OF FLORIDA)
)SS.:
COUNTY OF MARTIN)

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County above to take acknowledgments, personally appeared K. Ross Marshall, XX, and XX, to me known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation, and acknowledged before me that they subscribed to those Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County and State above this 21st day of May, 1976.

Barbara O. Linn
NOTARY PUBLIC, State of Florida at Large
My Commission expires: 1/3/80

STATE OF FLORIDA)
)SS.:
COUNTY OF MARTIN)

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County above to take acknowledgments, personally appeared Margaret Greene, XXX, and XXX, to me known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation, and acknowledged before me that they subscribed to those Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County and State above this 21st day of May, 1976.

Barbara O. Linn
NOTARY PUBLIC, State of Florida at Large
My Commission expires: 1/3/80

STATE OF FLORIDA)
)SS.:
COUNTY OF MARTIN)

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County above to take acknowledgments, personally appeared Lester V. Edwards Jr, XXXX, and XXXX, to me known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation, and acknowledged before me that they subscribed to those Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County and State above this 2nd day of June, 1976.

Christine Ann Johnson
NOTARY PUBLIC, State of Florida at Large
Notary Public, State of Florida
My Commission expires: 1/3/80

A&R Rules

CLERK'S NOTE:
 Legibility of this document
 determined to be substandard

KINGMAN ACRES CONDOMINIUM VILLAGE II, INC.

RULES AND REGULATIONS

The following rules have been adopted by the Board of Directors of the above Condominium, and may be amended, suspended, or other rules promulgated, or waived, by a two-thirds vote of the Board of Directors. The sole purpose of these rules is to provide that all owners in Kingman Acres Condominium Village II can enjoy their units, the common elements and the recreation area in comfort, safety and free from undue interference from others. The cooperation of all unit owners, their families and guests, is earnestly solicited in meeting and maintaining this goal.

The rules are as follows:

1. The walks, hallways, stairways and other public passages shall not be obstructed by a unit owner or his agents, servants, employees or invitees, or used by them for any purpose other than ingress to and egress from the unit. No planting fruit trees, vegetables or herbs on common property.
2. No sign, advertisement, notice, or any similar device, shall be inscribed, painted or engraved or affixed to any part of the outside or inside of the common elements and areas. A small engraved nameplate not more than twelve (12) square inches may be attached to the outside of a unit.
3. Pets, no dogs or cats shall be maintained in any condominium units. However, tropical fish, goldfish, parrots in designed bowls, tanks and or cages may be kept therein. The few owners that have dogs and cats that were grandfathered in can remain until their demise, or until owner sells the unit. They cannot be replaced. Cats and Dogs must be on a leash when outside of the condominium unit. Any animal that is roaming the area will be considered abandoned and animal control will be notified.
4. Televisions, radios, record players and musical instruments shall not be played after 10:30 p.m. or before 8:00 a.m., unless the tone control is so lowered as to make the sound inaudible outside the unit.
5. All waste and trash must be properly wrapped in proper containers, and then placed in the special disposal bins provided on the property. Newspapers, plastics, cans, bottles properly placed in recycle bins.
6. No clotheslines, outdoor TV or radio antennas other than are built in shall be installed. No barbecue cooking is allowed in the screened in area.
7. Storm shutters or porch enclosures will be allowed, but they must be of a standard type and color and approved by the Association prior to installation.

CLERK'S NOTE:
Legibility of this document
determined to be substandard

8. No alteration or additions, to the exterior or structural interior of the apartment building permitted. Porch enclosures, front entrance doors shall not be permitted without the prior approval of The Board of Directors. Any alterations not installed in accordance with these rules must be corrected or removed at the owners expense.
9. Eating in, drinking in plastic containers is permitted in the pool area only near the sheltered area. (See Clubhouse Rules).
10. No lifeguard on duty at the Clubhouse. All children must be supervised by an adult. (See Clubhouse Rules).
11. No motorcycles, boats, trucks, campers, motor coaches, or any unregistered automobiles will be allowed in any parking or street areas, except reasonable deliveries during normal business hours.
12. Personal conduct of occupants and their guests shall at all times be on a mature, retained level. There shall be no shouting, arguing or other conduct disturbing to other tenants or their guests.
13. The Association will supply and maintain all mail boxes and street lamps
14. The Association will maintain all airspace located above the units.
15. Violations, when the board meets to discuss violations of rules and regulations, owners will be notified in writing to comply with violations given a thirty (30) day period in which to comply, otherwise a fine up to a \$100.00 per day may be imposed not to exceed \$1,000.00
16. Each person shall be responsible to the Association for maintenance fee, which is due on the 1st of each month. If not received by the 15th, a late fee of \$10.00 a month will be imposed. Owner is responsible for the maintenance, repair or restoration of the asphalt or other parking surface in his parking space if such maintenance is necessitated by oil or gas leaking from his car.

**BOARD OF DIRECTORS
SPECIAL AND ANNUAL MEETING BY LAWS**

1. On topics of general discussions, which outcome could initiate much change, residents may speak before a vote is scheduled, providing that such discussion must be in the framework of 30 minutes duration, however, the Board in its discretion, can increase or decrease the time for member comment period .
2. A Numercal List will be posted on the Bulletin Board inside the Clubhouse and each speaker desiring to address the Board, shall speak in this order. If more speakers than time permits, the Board President or Director chairing the meeting , may at their discretion call a special meeting to allow additional time for such discussion. Such list shall be posted a week prior said meeting.
3. All persons wishing to speak at meeting, that have not placed names on the list, will be granted time to speak, time permitting.
4. Board President or acting Chair shall control and limit the time for speakers, and has authority to instruct such speaker to ,yield floor, to permit others to speak, time permitting. Any member failing to yield, is obligated to comply with the President or Acting Chair's instruction.
5. If a member refuses to stop talking and otherwise disrupt meeting, the Chair will issue an oral warning to member his allotted time is over, if he continues to disrupt, the meeting may be adjourned .If Police are called, subject may possibly be charged with disorderly conduct. As Kingman Acres Clubhouse rules and regulations, members must while using common property, conform to proper behavior.