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Return to:

This Instrument Prepared by and Return to:
Robert L. Tankel, Esq.
Address:
1022 Main St. Suite D
Dunedin FL 34698

SPACE ABOVE THIS LINE FOR PROCESSING & RECORDING DATA

CERTIFICATE OF REVIVED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF KINGSMILL SUBDIVISION

WHEREAS, pursuant to 720.403-407, Florida Statutes, at least a majority of the Owners of the Lots within the Property, have consented to revitalize the Previous Declaration as the "Revived Declaration" which is identical to the Original Declaration pursuant to Florida law; and

WHEREAS, Declaration of Covenants, Conditions, and Restrictions of Kingsmill Subdivision, according to the map or plat thereof recorded in Plat Book 32, Pages 58-60 of the Public Records of Brevard County, Florida, is a platted subdivision located in Brevard County Florida (hereinafter "the Property"), attached hereto and incorporated herein as "**Exhibit A**"; and

WHEREAS, the Developer, TOMPKINS LAND AND HOUSING, INC., a Florida corporation (hereinafter called the "Developer") as the then sole owner of the Property created and recorded the Declaration of Covenants, Conditions and Restrictions of Kingsmill Subdivision recorded in Official Records Book 2692, Page 788, et. seq. on April 29, 1986 of the Public Records of Brevard County, (hereinafter "Original Declaration"); and

WHEREAS, the Developer no longer has any right, title or interest in the real property described in "Exhibit A", which lack of interest is verified by the list of the owners of the Property from the Brevard County Property Appraiser and attached hereto as "**Exhibit B**"; and

WHEREAS, the Developer originally submitted the Property to the terms of the Previous Declaration attached and incorporated into this Certificate, along with Graphic Description of Affected Real Property (hereinafter "Plats") attached hereto as "**Exhibit C**" and Verified copies of the notice of meeting, attendance and voting results attached hereto as "**Exhibit D**";

WHEREAS, the Original Declaration was extinguished by operation of the Marketable Record Title Act, as set forth in Chapter 712, Florida Statutes, so that the Original Declaration is no longer a valid encumbrance on the title of the real property in "**Exhibit A**", which was originally made subject thereto; and

WHEREAS, pursuant to 720.403-407, Florida Statutes, at least a majority of the Owners of the Lots within the Property, have consented to revitalize the Previous Declaration as the "Revived Declaration" which is identical to the Original Declaration, consented to revitalize the extinguished Original Declaration pursuant to Florida law; and

WHEREAS, each Lot which is to be subject to the Revived Declaration, and the name of each Owner of such Lot(s), as assessed in the last complete tax assessment roll of [County] County, along with the address and legal description of each Lot affected by this Declaration, is attached to this revitalized Declaration as Exhibit C and incorporated herein and a graphic depiction of the affected real property is attached to the Revived Declaration attached hereto as Exhibit "A" and incorporated herein.

NOW THEREFORE, the President and Secretary of the Association, acting pursuant to 720.403-407, Florida Statutes, and with the consent of at least a majority of the Owners of Lots within Declaration of Covenants, Conditions and Restrictions of Kingsmill Subdivision, and with the formal approval of the Florida Department of Economic Opportunity, as required by Florida law and as evidenced by "**Exhibit E**"; the President, by their execution and recording of this Certificate, do hereby declare that all of the real property described in Exhibit A attached hereto, shall be held, sold, and conveyed subject to the covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property described in Exhibit A and Exhibit B hereto, and shall be binding on all parties having any right, title, or interest in the described real property or any part thereof, including, without limitation, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner of the described real property or any portion thereof.

IN WITNESS WHEREOF, this Certificate of Revived Declaration of Covenants, Conditions and Restrictions of Kingsmill Subdivision is executed by the undersigned officers of the Association pursuant to 720.403-407, Florida Statutes, and by their execution of same the undersigned officers to obligate the Association to perform the duties and obligations as required herein.

ASSOCIATION:

Kingsmill Homeowners Association, Inc., a Florida not for profit corporation

By: [Signature]
Karen Sitlington, President

WITNESSES:

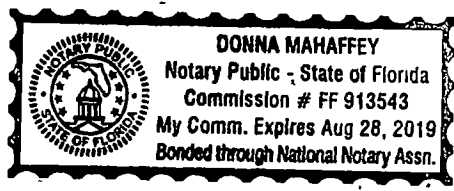
[Signature]
Signature

Donna Mahaffey
Print Name

STATE OF FLORIDA }
COUNTY OF BREVARD }

BEFORE ME, the undersigned authority, personally appeared Karen Sitlington to be the President of Kingsmill Homeowners Association, Inc. and she acknowledged before me that she freely and voluntarily executed the same as such officer, under authority vested in her by said corporation. She is personally known to me or has produced US Passport (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 7 day of November, 2018.



[Signature]
Notary Public
Printed Name: Donna Mahaffey
My commission expires:

EXHIBIT A

**The full text of the proposed revived declaration of covenants and articles of incorporation
and bylaws of the homeowners' association**

Timothy J. March
215 North Esda M.
PO BOX 2307
Orlando FL 32807

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR KINGSMILL SUBDIVISION

THIS DECLARATION, made this 12th day of March, 1986, by TOMPKINS LAND AND HOUSING, INC., a Florida corporation, (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant are the owners of certain property in the County of Brevard, State of Florida, which is more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein;

NOW THEREFORE, Declarant hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to KINGSMILL HOME OWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance on an obligation.

Section 3. "Properties" shall mean and refer to that certain real property herein described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the

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owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot as described as follows:

Park Areas consisting of Lot 43, Block 2, Kingsmill, as recorded in Plat Book 32, Page 58 of the Public Records of Brevard County, Florida, the canal adjacent to the east side of the Kingsmill Subdivision, Lot 1, Block 2, Kingsmill, as recorded in Plat Book 32, Page 58 of the Public Records of Brevard County, Florida, and the canal adjacent to the west side of the Kingsmill Subdivision, which park areas the Declarant will dedicate to the Association after development.

Section 5. "Lot" shall mean and refer to the plots of land shown upon any recorded subdivision plat or plats of Kingsmill Subdivision.

Section 6. "Declarant" shall mean and refer to TOMPKINS LAND AND HOUSING, INC., its successors and assigns, if such successors or assigns should acquire more than ten undeveloped Lots from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provision:

The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by three-fourths (3/4) of the members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. The Association shall have two (2) classes of voting Membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and each Class "A" Owner shall be

entitled to one (1) vote for each Lot owned.

Class B. The Class B Member shall be the Declarant or its representative and it shall be entitled to three (3) votes for each Lot it owns.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned within the Properties hereby covenant and agree, as further described and detailed in Section 7 of this Article IV, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

A. Annual assessments or charges. Such assessment shall be SIXTY AND NO/100 DOLLARS (\$60.00) per year, or shall be more if raised according to the procedure described in Article IV, Section 3 below.

B. Special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Exemption from Assessments. Notwithstanding the provisions of Article IV hereof, neither the Declarant, its successors or assigns, or a builder who purchases a Lot to build a residence thereon, shall be required to pay any of the



assessments referred to in Article IV. On the date a residence is conveyed to a third party purchaser, such purchaser shall be obligated to pay assessments from that date in accordance with the terms of this Article IV.

Section 3. Purpose of Assessments. The assessments, levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Properties, for the maintenance and improvements of the Common Areas, for the establishment and maintenance of recreational facilities on the park areas, which facilities will include playground equipment, and for the erection and maintenance of fencing along the canals where required. The Association shall be responsible for and shall pay all ad valorem taxes assessed against the Common Areas.

Section 4. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an owner, the maximum annual assessment shall be SIXTY AND NO/100 DOLLARS (\$60.00) per Lot.

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the preceding year, without a vote of the membership.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased more than ten percent (10%) above the maximum annual assessment for the preceding year, by a vote of three-fourths (3/4) of the members who are voting in person or by proxy at a meeting duly called for said purpose.

C. The Board of Directors of the Association may fix the annual assessment at any amount not in excess of the maximum.

D. The assessments on Lots owned by the Declarant may be reduced to no less than twenty-five percent (25%) of the

assessment levied to owner occupant Lots; provided, however, the Declarant pay any deficiency in the operating costs of the Kingsmill Homeowners Association,

Section 5. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Area, provided that any such assessment shall require the assent of three-fourths (3/4) of the members voting in person or by proxy, at a meeting duly called for said purpose.

Section 6. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of making any assessment shall be given to each member of the Association not less than thirty (30) nor more than sixty (60) days prior to the meeting, and notice of any such meeting shall be given by personal delivery or mailing, and mailing by the Association to the members thereof shall be deemed notice to such members. At the first such meeting called, the presence at the meeting of members or proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or annual basis.

Section 8. Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following

the conveyance of the Common Area.

The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth that the assessments in a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on any Lot shall be binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per year. The Association may bring an action at law against the owner personally obligated to pay the assessment or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect any assessment lien. However, the sale or transfer of a Lot pursuant to mortgage foreclosure, or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VUSE RESTRICTIONS

All Lots in the aforementioned tract shall be known and described as residential Lots. No Lot or Lots shall be used for any purpose other than residential use. It is the intention and purpose of this Declaration to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these Declarations are recorded. The ground floor area of the main structure and any living unit constructed on any of the residential sites covered by these Declarations, exclusive of open porches and garages or carports, shall not be less than one thousand five hundred (1500) square feet for such living unit.

No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum setback lines, if any, shown on the recorded plat. In any event no building shall be located on any Lot nearer than twenty-five (25) feet to the front Lot line or nearer than twenty (20) feet to any side street line. No building shall be located nearer than seven and one-half (7-1/2) feet to an interior Lot line, and the sum of side yard setbacks on any one Lot shall not be less than fifteen percent (15%) of the total frontage of the Lot. No building shall be located on any interior Lot line nearer than twenty-five (25) feet to the rear Lot line. For the purpose of this Declaration, eaves, overhands and open porches shall not be considered as a part of a building; however, this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

No dwelling shall be erected or placed on any Lot having a width of less than seventy-five (75) feet at the minimum setback line, nor shall any dwellings be erected or placed on any Lot having an area of less than ten thousand (10,000) square feet.

No unlicensed or non-operative motor vehicle may be parked on any Lot at any time. No commercial vehicle shall be parked on

any Lot except when rendering a service or making a delivery. Special vehicles, boats and boat trailers, or campers of any type, including, but not limited to, either self-propelled or towed, may not be stored in the Common Area or residential area of the Properties except in enclosed garages or enclosed areas which completely screen or blind the equipment from Common Areas, recreational areas, streets or adjacent residences. No such equipment shall be used for living, sleeping or housekeeping purposes when parked or stored on any Lot. No vehicle shall be parked at any time on any front or side lawns or areas.

Whether or not provision therefor is specifically stated on any conveyance of title made by the Developer, the owner of each and every Lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, tool shed, storage shed or other structure shall be placed upon said Lot unless and until one set of building plans, one set of building specifications, and one copy of the plot plan have been submitted and have been approved in writing by the Architectural Control Committee. Each such building, wall, tool shed, storage shed or other structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications by the Architectural Control Committee may be based upon any ground, including purely esthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall be deemed sufficient. Buildings, walls, toolsheds, storage sheds or other structures not made an integral part of the architectural design of the main structure shall be prohibited. No alteration in exterior appearance, including color of the building or structures shall be made without like approval of the Architectural Control Committee. No alteration to the front porch, stairs, walkways or front yard shall be made without like approval of the Architectural Control Committee. No screen enclosure shall be placed on the front of the house. The

appearance of the house may not be changed by any means, including, but not limited to, front screen enclosure, placement of concrete or gravel in front yards, etc., without approval of the Architectural Control Committee.

Any Owner whose Lot abutts a retention canal has the right, at such Owner's sole expense and sole liability, to install an access gate to the canal on the fence erected by the Declarant which borders the Owner's Lot and the canal.

No sign of any kind shall be displayed to the public on any Lot except one sign of not more than five square feet advertising the property for sale or for rent. Notwithstanding the foregoing, during such time as a Declarant holds Lots for development and resale, the Declarant shall be permitted to display signs customarily used by Developers for the advertisement of their projects.

Nothing shall be done on any Lot which may be or become an annoyance or nuisance to the neighborhood. No cattle, swine, goats, poultry or fowl shall be kept on any Lot for commercial purposes or otherwise. Household pets shall not exceed two (2) in number and shall not be bred for commercial purposes, and shall be leashed when outside. No clothing or any other household fabric shall be hung in the open on any Lot unless the same is hung from an umbrella or retractable clothes line hanging device which is removed from view when not in use or unless the same are enclosed by a fence or other enclosure at least six inches higher than such hanging articles, providing, however, that such fence or other enclosure does not otherwise violate the provisions hereof. Garbage cans, fuel oil tanks, other storage tanks, swimming pool filters, etc., shall be of the underground type or completely concealed by hedges, lattice work or screening. No CB or Ham radio towers will be permitted on any Lot, or house, unless approved by the Architectural Control Committee. If a cable television system is installed on the Properties, the use of television antennas shall be prohibited,

and all existing television antennas shall be removed within ninety (90) days of the date the cable television system becomes operative. No building materials or supplies of any kind may be stored on any Lot. Garbage and trash containers are to be placed in proper area for pick-up, only on day of pick-up, and removed from pick-up area the same day.

No fencing of front yard area except decorative or landscape fencing not more than three (3) feet high or with a minimum of two (2) feet between horizontal rails shall be permitted. No boundary wall, fence or hedge of any type or height shall be erected on any Lot without first obtaining the written approval of the Architectural Control Committee as to the type, height and materials to be used and as to which side faces public area. In no event shall any wall, fence or hedge be constructed or maintained with a height of more than six (6) feet.

No individual water supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Brevard County, and Florida State Board of Health. Individual wells to be used for irrigation, air conditioning and heating systems or swimming pools shall be permitted.

All trees four inches in diameter or larger shall be preserved unless they exist in a proposed 1) public or private easement area, 2) drainage facility, 3) driveway or 4) recreational area or within five feet of a proposed structure.

The design and color of the United States mailboxes shall be uniform throughout the Properties.

Aboveground pools will not be permitted without first obtaining the written approval of the Architectural Control Committee. Refusal of approval by the Architectural Control Committee may be based on any ground, including purely esthetic grounds. In cases where the backyard surrounding a pool is not fenced, the pool itself must be enclosed with a fence or other suitable enclosure. Prior to the construction of said fence,

approval of fence design shall be obtained from the Architectural Control Committee.

No lot shall be divided or subdivided.

The Architectural Control Committee shall consist of two (2) or more persons, appointed by Declarant, Tompkins Land & Housing, Inc., within one (1) year of recording of the plat. The Architectural Control Committee may appoint additional members as it deems necessary.

ARTICLE VI

ASSOCIATION MAINTENANCE

Section 1. Maintenance. The Association shall have the responsibility of maintaining the Common Area, including, but not limited to, the fences erected by Declarant along the canals and the recreational facilities, in good repair and in the same condition as originally constructed by the Declarant. The Association shall have the responsibility of maintaining said property in accordance with the maintenance standards established from time to time by Brevard County, the City of Melbourne or any other governmental authority exercising jurisdiction.

Section 2. City's Right to Maintain. In the event that the Association shall fail to carry out its responsibilities as set forth in Section 1 within thirty (30) days of a directive to do so from the City of Melbourne, the City may, at its election but shall not be obligated to, enter upon the property and perform such maintenance work which, in the sole discretion of the City, shall be required.

Section 3. Enforcement. In the event that the City of Melbourne shall elect to do any maintenance work in accordance with Section 2 hereof, the Association shall be obligated to pay the cost incurred by the City for such work. Upon the failure of the Association to do so promptly upon demand the City shall have the right to record a certificate setting forth the amount of said cost in the Public Records of Brevard County, Florida, which shall act as a lien against all of the Lots of the subdivision of

equal and like dignity to any annual or special assessment as provided for in this Declaration. The City shall have all of the rights to enforce said lien as are granted to the Association by this Declaration for the enforcement of assessments by the Association. The City may foreclose said lien in its own name in accordance with the procedures authorized by Florida Statutes for the foreclosure of special assessments liens.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. As long as the Declarant own seventy-five percent (75%) of the Lots, the following actions will require prior VA or FHA approval:

- A. Annexation of additional properties.
- B. Dedication of Common Area.
- C. Amendment of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals, this 12th day of March, 1986.

DECLARANT:

Signed, sealed and delivered in the presence of:

TOMPKINS LAND AND HOUSING, INC.

[Signature]
[Signature]

By: [Signature]
Raymond W. Tompkins,
President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared RAYMOND W. TOMPKINS, well known to me to be the President of TOMPKINS LAND AND HOUSING, INC., named Declarant in the foregoing instrument, and that he acknowledged executing the same in the presence of two (2) witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of March, 1986.

[Signature]
Notary Public
My Commission Expires:

EXHIBIT "A"

Legal Description:

Begin at the intersection of the north right-of-way line of Lake Washington Road and the west line of Longwood Estates Phase II as recorded in Plat Book 29, Page 48, Public Records of Brevard County, Florida; Thence S.89°00'10"W., along said right-of-way line, 343.93 feet; thence continue along said right-of-way line, S.89°20'43"W., 1,315.69 feet to the southeast corner of Ranchwood Estates as recorded in Plat Book 25, Page 45; Thence N.00°19'04"E., along the east line of Ranchwood Estates, 1,275.97 feet; Thence continue along said east line, N.00°24'45"E., 800.49 feet to the northeast corner of said Ranchwood Estates; Thence N.00°13'39"E., 1,185.15 feet to the south line of Park Place as recorded in Plat Book 29, Page 34; Thence S.89°41'11"E., along the south line of Park Place and the easterly extension thereof, 1,648.55 feet to the intersection of the northerly extension of the west line of Longwood Estates Phase II; Thence S.00°07'00"W., along the west line of Longwood Estates Phase II and the northerly extension thereof, 3,231.52 feet to the Point of Beginning.

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of KINGSMILL HOMEOWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on March 14, 1986, as shown by the records of this office.

The document number of this corporation is N13835.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-fourth day of April, 2018



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

ARTICLES OF INCORPORATION

OF

KINGSMILL HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Part I of Florida Statute Chapter 617, the undersigned, all of whom are residents of Brevard County, Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I - NAME OF ASSOCIATION

The name of the corporation is KINGSMILL HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association."

ARTICLE II - ADDRESS OF ASSOCIATION

The initial principal office of the Association shall be located at 2249 Tamerine Street, Winter Park, Florida 32792.

ARTICLE III - REGISTERED AGENT & REGISTERED OFFICE

Timothy J. Manor, whose address is 215 North Eola Drive, Post Office Box 2809, Orlando, Florida 32802, is hereby appointed the initial registered agent of this Association.

ARTICLE IV - PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and Common Area in that certain tract of property being developed by Tompkins Land and Housing, Inc. within Kingsmill Subdivision, Phase II, described in Exhibit "A" which is attached hereto and incorporated by reference, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court, Brevard County, Florida, and as the

same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

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

(d) borrow money, and mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by three-fourths (3/4) of the members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of three-fourths (3/4) of the members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V - MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI - VOTING RIGHTS

The Association shall have two (2) classes of voting Membership:

Class A: Class A Members shall be all Owners, with the exception of the Declarant, and each Class "A" Owner shall be entitled to one (1) vote for each Lot owned.

Class B: The Class B Member shall be the Declarant or its representative and it shall be entitled to three (3) votes for each Lot it owns.

ARTICLE VII - BOARD OF DIRECTORS AND OFFICERS

The Association shall have a Board of Directors of not less than three (3) nor more than six (6) directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors and the subscribers to these Articles of Incorporation are:

<u>NAME</u>	<u>RESIDENCE ADDRESS</u>
Raymond W. Tompkins	2249 Tamerine Street Winter Park, Florida 32792
Frances W. Tompkins	2249 Tamerine Street Winter Park, Florida 32792
Minnie T. Wyatt	2249 Tamerine Street Winter Park, Florida 32792

At the first annual meeting the members shall elect no less than one director for a term of not less than one year; one director for a term of not less than two years and one director for a term of three years. At each annual meeting thereafter the members shall elect no less than one director for a term of three years. Election of directors shall be held pursuant to the provisions for such elections in the Bylaws of the Association.

The affairs of the Association shall be managed by a President, Secretary and Treasurer, and such other officers as permitted in the Bylaws. The names and addresses of those persons who are to act as the officers of the Association until the election of their successors are:

<u>NAME</u>	<u>ADDRESS</u>	<u>OFFICE HELD</u>
Raymond W. Tompkins	2249 Tamerine Street Winter Park, Florida 32792	President
Frances W. Tompkins	2249 Tamerine Street Winter Park, Florida 32792	Secretary-- Treasurer

The above-named officers are to serve until the first and organizational meeting of the Board of Directors of the Association to be held as soon after incorporation as practicable.

The officers shall be elected by the Directors at the first meeting of the Board of Directors and shall hold office for a one (1) year period from the date of their election. Election of officers shall be held pursuant to the provisions for such election, set forth in the Bylaws of the Association.

ARTICLE VIII - DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX - DURATION

The corporation shall exist perpetually.

ARTICLE X - BYLAWS

The Bylaws shall be made, altered or rescinded by majority vote of the members at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XI - AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership which amendment can be made at any annual meeting of the entire membership.

ARTICLE XII

As long as Tompkins Land and Housing, Inc. owns seventy-five percent (75%) of the Lots within Kingsmill Subdivision, Phase II, the following actions will require the prior approval of VA or FHA:

- (a) Annexation of additional property
- (b) Mergers and consolidations
- (c) Mortgaging of Common Areas
- (d) Dedication of Common Areas
- (e) Dissolution and amendment of these Articles

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 13 day of March 1986.

Raymond W. Tompkins
Raymond W. Tompkins

Frances W. Tompkins
Frances W. Tompkins

Minnie T. Wyatt
Minnie T. Wyatt

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, a Notary Public, authorized to take acknowledgments in the State and County set forth above, personally appeared Raymond W. Tompkins, known to me and known by me to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed these Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, on this the 13 day of March, 1986.

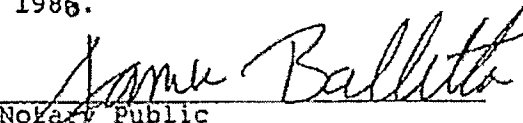
James Ballotta
Notary Public
My commission expires:

Notary Public, State of Florida
My Commission Expires Aug. 22, 1980

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, a Notary Public, authorized to take acknowledgments in the State and County set forth above, personally appeared Frances W. Tompkins, known to me and known by me to be the person who executed the foregoing Articles of Incorporation, and she acknowledged before me that she executed these Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, on this the 13 day of March, 1986.



Notary Public
My commission expires:

Notary Public, State of Florida
My Commission Expires Aug. 22, 1988
Bonded by the State of Florida, Inc.

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, a Notary Public, authorized to take acknowledgments in the State and County set forth above, personally appeared Minnie T. Wyatt, known to me and known by me to be the person who executed the foregoing Articles of Incorporation, and she acknowledged before me that she executed these Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, on this the 13 day of March, 1986.


Notary Public
My commission expires:

Notary Public, State of Florida
My Commission Expires Aug. 22, 1988
Bonded by the State of Florida, Inc.

CERTIFICATE DESIGNATING PLACE OF
BUSINESS OR DOMICILE FOR THE SERVICE
OF PROCESS WITHIN THIS STATE, NAMING
AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091 of the Florida Statutes, the following is submitted in compliance with said Act:

FIRST: That KINGSMILL HOMEOWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office at the City of Winter Park, County of Orange, State of Florida, has named Timothy J. Manor, as its agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process of the above stated corporation, at the place designated in this certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.

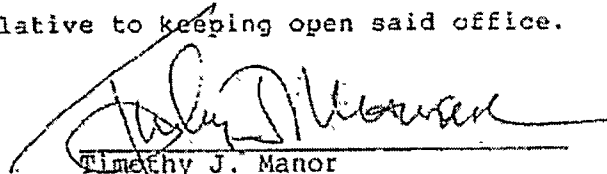

Timothy J. Manor

Exhibit "A"

Lots 16 through 27, inclusive, Block 4, Blocks 1 through 30, inclusive, Block 5, Lots 64, 65 and 66, Block 2, Lots 18 through 22, inclusive, Block 2, Lots 11 through 30, inclusive, Block 8, Lots 1 through 30, inclusive, Block 9, KINGSMILL SUBDIVISION, PHASE II, Plat Book _____, Page _____, Public Records of Brevard County, Florida.

BYLAWS

**OF
KINGSMILL HOMEOWNERS
ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

The name of the corporation is Kingsmill Homeowners Association, Inc., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 2249 Tamerine Street, Winter Park, Florida 32792, but meetings of members and directors may be held at such places within the State of Florida, County of Brevard, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Kingsmill Homeowners Association, Inc., its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat or plats of the Property with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more person or entity, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarants" shall mean and refer to Tompkins Land & Housing, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarants for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded in the Office of the Clerk of the Circuit Court, Brevard County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of one-fourth (1/4) of the membership.

Section 3. Notice of Meetings. ~~Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.~~

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (33 1/3%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present, another meeting may be called subject to the notice requirement. The required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

~~Section 1. Number. The affairs of this Association shall be managed by a Board of, not less than three (3) nor more than six (6) directors, who need not be members of the Association.~~

~~Section 2. Term of Office. At the first annual meeting, the members shall elect not less than one director for a term of not less than one year, one director for a term of two years and not less than one director for a term of three years; and at each annual meeting thereafter the members shall elect not less than one director for a term of three years.~~

~~Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.~~

~~Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.~~

~~Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.~~

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

~~Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.~~

~~Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members~~

or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) ~~adopt and publish rules and regulations governing the use of the "Common" Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;~~

(b) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors, and

(d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the membership;

~~(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;~~

(c) as more fully provided in the Declaration, to:

(1) ~~fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;~~

(2) ~~send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and~~

(3) ~~foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.~~

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate, setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

~~(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;~~

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

~~(g) cause the Common Area to be maintained.~~

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. ~~The officers of this Association shall be a president, who shall at all times be a member of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.~~

~~Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.~~

~~Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.~~

~~Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.~~

~~Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.~~

~~Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.~~

~~Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.~~

~~Section 8. Duties. The duties of the officers are as follows:~~

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Secretary

(b) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association

together with their addresses, and shall perform such other duties as required by the Board.

~~Treasurer~~ *

(c) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

~~The Association shall appoint an Architectural Control Committee,~~ as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for

herein by nonuse of the Common Area or abahdonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Kingsmill Homeowners Association, Inc., a corporation not for profit.

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Kingsmill Homeowners Association, Inc., have hereunto set our hands this _____ day of _____, 1985.

Raymond W. Tompkins

Frances W. Tompkins

Minnie T. Wyatt

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, a Notary Public, authorized to take acknowledgments in the State and County set forth above, personally appeared Raymond W. Tompkins, known to me and known by me to be the person who executed the foregoing Bylaws, and he acknowledged before me that he executed these Bylaws.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, on this _____ day of _____, 1985.

Notary Public
My commission expires:

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, a Notary Public, authorized to take acknowledgments in the State and County set forth above, personally appeared Frances W. Tompkins, known to me and known by me to be the person who executed the foregoing Bylaws, and she acknowledged before me that she executed these Bylaws.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, on this _____ day of _____, 1985.

Notary Public
My commission expires:

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, a Notary Public, authorized to take acknowledgments in the State and County set forth above, personally appeared Minnie T. Wyatt, known to me and known by me to be the person who executed the foregoing Bylaws, and she acknowledged before me that she executed these Bylaws.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, on this _____ day of _____, 1985.

Notary Public
My commission expires:

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Kingsmill Homeowners Association, Inc., a Florida corporation, and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of _____, 1985.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 1985.

Frances W. Tompkins, Secretary

EXHIBIT B

The parcel number of each property to be subject to the revived declaration and other governing documents

2018 Owners	Block - Lot	Address
Tracey Ann Dessert	KINGSMILL BLOCK 1, LOT 1	3501 MONARCH ST
Robert W & Florence H Chardavoyne	KINGSMILL BLOCK 1, LOT 2	3521 MONARCH ST
Tom C & Cheryl A Deakins	KINGSMILL BLOCK 1, LOT 3	3541 MONARCH ST
Chris J & Marilyn Kraus	KINGSMILL BLOCK 1, LOT 4	3561 MONARCH ST
Cheryl Triano	KINGSMILL BLOCK 1, LOT 5	3581 MONARCH ST
Brent D & Nancy L Braithwaite	KINGSMILL BLOCK 1, LOT 6	3591 MONARCH ST
Lora Bartram McNeely	KINGSMILL BLOCK 1, LOT 7	2414 EMPIRE AVE
Linda M Penuel	KINGSMILL BLOCK 1, LOT 8	2428 EMPIRE AVE
James P & Sheila M Teele	KINGSMILL BLOCK 1, LOT 9	2442 EMPIRE AVE
John D Choate	KINGSMILL BLOCK 1, LOT 10	2456 EMPIRE AVE
Douglas D Shull & Rosa M Reich	KINGSMILL BLOCK 1, LOT 11	2470 EMPIRE AVE
Philip H & Valerie W Roe	KINGSMILL BLOCK 1, LOT 12	2484 EMPIRE AVE
Robert L & Rosalie C Jensen	KINGSMILL BLOCK 1, LOT 13	2498 EMPIRE AVE
Dennis E Thompson	KINGSMILL BLOCK 1, LOT 14	2512 EMPIRE AVE
David W & Clarissa M Merrill	KINGSMILL BLOCK 1, LOT 15	2526 EMPIRE AVE
Scott A & Meri L Erwin	KINGSMILL BLOCK 1, LOT 16	2540 EMPIRE AVE
Robert K & Catherine L Popp	KINGSMILL BLOCK 1, LOT 17	2554 EMPIRE AVE
Thomas J & Irene R Baldwin	KINGSMILL BLOCK 1, LOT 18	2568 EMPIRE AVE
Rainer B Meinke	KINGSMILL BLOCK 1, LOT 19	2582 EMPIRE AVE
Harry C & Basilisa Bleasdale	KINGSMILL BLOCK 2, LOT 20	2624 EMPIRE AVE
Wayne & Edith Luscher	KINGSMILL BLOCK 2, LOT 21	2638 EMPIRE AVE
Nancy George	KINGSMILL BLOCK 2, LOT 22	2652 EMPIRE AVE

2018 Owners	Block - Lot	Address
Alvin C Craig	KINGSMILL BLOCK 2, LOT 5	2666 EMPIRE AVE
Raymond & Donna Bongard	KINGSMILL BLOCK 2, LOT 6	2680 EMPIRE AVE
Ron Coppola	KINGSMILL BLOCK 2, LOT 7	2694 EMPIRE AVE
Roger J Newman	KINGSMILL BLOCK 2, LOT 8	2708 EMPIRE AVE
James A & Dorothy T Masucci	KINGSMILL BLOCK 2, LOT 9	2722 EMPIRE AVE
Kimberly E Swarthout	KINGSMILL BLOCK 2, LOT 10	2736 EMPIRE AVE
Terrence J & Joanne T Jezeski	KINGSMILL BLOCK 2, LOT 11	2750 EMPIRE AVE
Christopher J & Marcie L Ryan	KINGSMILL BLOCK 2, LOT 12	2764 EMPIRE AVE
William T & Tamera J Kelly	KINGSMILL BLOCK 2, LOT 13	2778 EMPIRE AVE
Sonia D Fezza & Buddy C Robmson	KINGSMILL BLOCK 2, LOT 14	3556 REIGN ST
James Best	KINGSMILL BLOCK 2, LOT 15	3542 REIGN ST
K-Pac LLC	KINGSMILL BLOCK 2, LOT 16	3528 REIGN ST
Janet L Tucker & Michael N Wakshull	KINGSMILL BLOCK 2, LOT 17	3514 REIGN ST
Benjamin & Michelle Smith	KINGSMILL BLOCK 2, LOT 18	3500 REIGN ST
Eric A & Susan A Tillman	KINGSMILL BLOCK 2, LOT 19	3486 REIGN ST
David W & Frances L Bray	KINGSMILL BLOCK 2, LOT 20	3472 REIGN ST
Robert J & Diane M Bencze	KINGSMILL BLOCK 2, LOT 21	3458 REIGN ST
Dorothy J French	KINGSMILL BLOCK 2, LOT 22	3444 REIGN ST
Rolando H & Gloria I Colache	KINGSMILL BLOCK 2, LOT 23	3430 REIGN ST
Bryan L & Abigail La Londe	KINGSMILL BLOCK 2, LOT 24	3416 REIGN ST
Ronald L & Beverly A Heuer	KINGSMILL BLOCK 2, LOT 25	3402 REIGN ST
Chad & Kimberly Carff	KINGSMILL BLOCK 2, LOT 26	2875 NOBILITY AVE

2018 Owners	Block - Lot	Address
James & Wanna G Edmundson	KINGSMILL BLOCK 2, LOT 27	2861 NOBILITY AVE
Daniel C Monahan & Pamela Mac Pherson	KINGSMILL BLOCK 2, LOT 28	2847 NOBILITY AVE
Jeffrey & Nelva Nielsen	KINGSMILL BLOCK 2, LOT 29	2833 NOBILITY AVE
Nona K Mc Milian	KINGSMILL BLOCK 2, LOT 30	2819 NOBILITY AVE
Charles Jr Marchica	KINGSMILL BLOCK 2, LOT 31	2805 NOBILITY AVE
Sheryl D Koller	KINGSMILL BLOCK 2, LOT 32	2791 NOBILITY AVE
Linda S Loveday	KINGSMILL BLOCK 2, LOT 33	2777 NOBILITY AVE
Elton L & Ingeborg H Bryant	KINGSMILL BLOCK 2, LOT 34	2763 NOBILITY AVE
Kyle & Jessica Hoover	KINGSMILL BLOCK 2, LOT 35	2749 NOBILITY AVE
Christopher M & Courtney L Rickets	KINGSMILL BLOCK 2, LOT 36	2735 NOBILITY AVE
Concetta Riposta	KINGSMILL BLOCK 2, LOT 37	2721 NOBILITY AVE
Foster Lee & Hazel Bartram	KINGSMILL BLOCK 2, LOT 38	2707 NOBILITY AVE
Dennis C & Linda K Johnson	KINGSMILL BLOCK 2, LOT 39	2693 NOBILITY AVE
Ronald & Karen Sitlington	KINGSMILL BLOCK 2, LOT 40	2679 NOBILITY AVE
Fabiola Eva & Maria Angeles Stembach	KINGSMILL BLOCK 2, LOT 41	2665 NOBILITY AVE
William J & Barbara C Muchow	KINGSMILL BLOCK 2, LOT 42	2651 NOBILITY AVE
Sean & Melissa Riordan	KINGSMILL BLOCK 2, LOT 44	2623 NOBILITY AVE
Campbell & Geraldine P Love	KINGSMILL BLOCK 2, LOT 45	2609 NOBILITY AVE
Tina Jill Purvis	KINGSMILL BLOCK 2, LOT 46	2595 NOBILITY AVE
James D & Kathleen J Freymiller	KINGSMILL BLOCK 2, LOT 47	2581 NOBILITY AVE
Kevin & Sarah Mayes	KINGSMILL BLOCK 2, LOT 48	2567 NOBILITY AVE
Strategic Home Investments LLC Rescom Options Of FL LLC	KINGSMILL BLOCK 2, LOT 49	2553 NOBILITY AVE

2018 Owners	Block-Lot	Address
Bruce E & Ellen L Ingersoll	KINGSMILL BLOCK 2, LOT 50	2539 NOBILITY AVE
Laurence J Holden & Carol A Maki	KINGSMILL BLOCK 2, LOT 51	2525 NOBILITY AVE
Joseph E German	KINGSMILL BLOCK 2, LOT 52	2511 NOBILITY AVE
William A & Mary Ann Messenger	KINGSMILL BLOCK 2, LOT 53	2497 NOBILITY AVE
Reiner & Andrea Bauerle	KINGSMILL BLOCK 2, LOT 54	2483 NOBILITY AVE
Martin P Kotinsley	KINGSMILL BLOCK 2, LOT 55	2469 NOBILITY AVE
Krishna Kumar & Teresa Stinson-Kumar	KINGSMILL BLOCK 2, LOT 56	2455 NOBILITY AVE
Charles & Wendy Servedio	KINGSMILL BLOCK 2, LOT 57	2441 NOBILITY AVE
Cindy Collins	KINGSMILL BLOCK 2, LOT 58	2427 NOBILITY AVE
Harold & Jac Jacqueline Gibson	KINGSMILL BLOCK 2, LOT 59	2413 NOBILITY AVE
Louis M & Mary J Nicolucci	KINGSMILL BLOCK 2, LOT 60	2401 NOBILITY AVE
Lester Colon-Merced & Rosa Silva	KINGSMILL BLOCK 2, LOT 61	3381 MONARCH ST
Jerald T Willoughby	KINGSMILL BLOCK 2, LOT 62	3401 MONARCH ST
Richard & Harriett L Elken	KINGSMILL BLOCK 2, LOT 63	3421 MONARCH ST
Lucy C Gomez	KINGSMILL BLOCK 2, LOT 64	3441 MONARCH ST
Jerry P & Margaret L Morgan	KINGSMILL BLOCK 2, LOT 65	3461 MONARCH ST
Eric A & Jacquelyn Skowbo	KINGSMILL BLOCK 2, LOT 66	3481 MONARCH ST
Rafael & Lisa Marie Tirado	KINGSMILL BLOCK 3, LOT 1	2403 EMPIRE AVE
Frank M. Ciampolillo & Lauren E Burr	KINGSMILL BLOCK 3, LOT 2	2417 EMPIRE AVE
Brian D & Chelsea T Swanson	KINGSMILL BLOCK 3, LOT 3	2431 EMPIRE AVE
Peter E & Nadezhda P Meyers	KINGSMILL BLOCK 3, LOT 4	2445 EMPIRE AVE
Francisco A & Andrea M Cruz	KINGSMILL BLOCK 3, LOT 5	2459 EMPIRE AVE

2018 Owners	Block-Lot	Address
John J & Nancy C Ryan	KINGSMILL BLOCK 3, LOT 6	2473 EMPIRE AVE
Joseph A Ramos	KINGSMILL BLOCK 3, LOT 7	2487 EMPIRE AVE
Tavie Gastunas	KINGSMILL BLOCK 3, LOT 8	2501 EMPIRE AVE
Ramona F Bernard	KINGSMILL BLOCK 3, LOT 9	2515 EMPIRE AVE
Ryan Demlow	KINGSMILL BLOCK 3, LOT 10	2529 EMPIRE AVE
Christian & Lois Bortzner	KINGSMILL BLOCK 3, LOT 11	2543 EMPIRE AVE
Deborah B Westfall & Donald Brown	KINGSMILL BLOCK 3, LOT 12	2557 EMPIRE AVE
Mark A & Melissa R Harpold	KINGSMILL BLOCK 3, LOT 13	2571 EMPIRE AVE
Norman & Barbara L Desrosiers	KINGSMILL BLOCK 3, LOT 14	2585 EMPIRE AVE
Louis Rodriguez	KINGSMILL BLOCK 3, LOT 15	2599 EMPIRE AVE
Christopher J & Janelle R Scenti	KINGSMILL BLOCK 3, LOT 16	2598 KINGDOM AVE
Peter Joseph & Cruz Rosibel Schipp	KINGSMILL BLOCK 3, LOT 17	2584 KINGDOM AVE
Anh Tuan Duong & Ngoc Thi Tran	KINGSMILL BLOCK 3, LOT 18	2570 KINGDOM AVE
Pauline Garcia	KINGSMILL BLOCK 3, LOT 19	2556 KINGDOM AVE
Carl J & Christine L Biehl	KINGSMILL BLOCK 3, LOT 20	2542 KINGDOM AVE
Patricia Y Hovarth	KINGSMILL BLOCK 3, LOT 21	2528 KINGDOM AVE
Michael A Pitts	KINGSMILL BLOCK 3, LOT 22	2514 KINGDOM AVE
Randall Miranda	KINGSMILL BLOCK 3, LOT 23	2500 KINGDOM AVE
Ronit Meyers	KINGSMILL BLOCK 3, LOT 24	2486 KINGDOM AVE
Christine M Ray	KINGSMILL BLOCK 3, LOT 25	2472 KINGDOM AVE
William C & Donna Lee Loftus	KINGSMILL BLOCK 3, LOT 26	2458 KINGDOM AVE
Kevin T & Ashley C Carraro	KINGSMILL BLOCK 3, LOT 27	2444 KINGDOM AVE

2018 Owners	Block-Lot	Address
Paul B Fiore	KINGSMILL BLOCK 3, LOT 28	2430 KINGDOM AVE
Leland Q & Wanda Wells	KINGSMILL BLOCK 3, LOT 29	2416 KINGDOM AVE
Harshad & Darshna Patel	KINGSMILL BLOCK 3, LOT 30	2402 KINGDOM AVE
Stephen H & Carol A Reando	KINGSMILL BLOCK 4, LOT 1	2405 KINGDOM AVE
Dario A & Wendy Mckee	KINGSMILL BLOCK 4, LOT 2	2419 KINGDOM AVE
Vasiliki Hoberg	KINGSMILL BLOCK 4, LOT 3	2433 KINGDOM AVE
James H & Deborah Fair	KINGSMILL BLOCK 4, LOT 4	2447 KINGDOM AVE
Eric P & Paisley D Carpenter	KINGSMILL BLOCK 4, LOT 5	2461 KINGDOM AVE
Jerry M & Emilia C Pierce	KINGSMILL BLOCK 4, LOT 6	2475 KINGDOM AVE
Anthony M & Kathleen M Laurendi	KINGSMILL BLOCK 4, LOT 7	2489 KINGDOM AVE
Thomas W Mighton & Lucinda Ann Collins	KINGSMILL BLOCK 4, LOT 8	2503 KINGDOM AVE
Irvin L & Nora K Foster	KINGSMILL BLOCK 4, LOT 9	2517 KINGDOM AVE
Marlys J Kline	KINGSMILL BLOCK 4, LOT 10	2531 KINGDOM AVE
Russell E & Edmund Romano	KINGSMILL BLOCK 4, LOT 11	2545 KINGDOM AVE
Bartholomew L & Youngsun Menga	KINGSMILL BLOCK 4, LOT 12	2559 KINGDOM AVE
Mary A & Giovanni S Perrone	KINGSMILL BLOCK 4, LOT 13	2573 KINGDOM AVE
Nicholas S Olson and Tishia G. Jewell	KINGSMILL BLOCK 4, LOT 14	2587 KINGDOM AVE
Richard A. & Stacey A Nemetz	KINGSMILL BLOCK 4, LOT 15	2601 KINGDOM AVE
Robert C & Myra J Fore	KINGSMILL BLOCK 4, LOT 16	2602 KINGSMILL AVE
David J Berger	KINGSMILL BLOCK 4, LOT 17	2588 KINGSMILL AVE
JoAnn P Young	KINGSMILL BLOCK 4, LOT 18	2574 KINGSMILL AVE
Lawrence S & Delores S Hunt	KINGSMILL BLOCK 4, LOT 19	2560 KINGSMILL AVE

2018 Owners	Block - Lot	Address
Paul E G & Geraldine M Brandt	KINGSMILL BLOCK 4, LOT 20	2546 KINGSMILL AVE
Nicholas A & Ann E Gambetta	KINGSMILL BLOCK 4, LOT 21	2532 KINGSMILL AVE
Jacqueline Petitti	KINGSMILL BLOCK 4, LOT 22	2518 KINGSMILL AVE
Bridgette Sias	KINGSMILL BLOCK 4, LOT 23	2504 KINGSMILL AVE
Bryan & Rachel Sims	KINGSMILL BLOCK 4, LOT 24	2490 KINGSMILL AVE
Winona J Dixon	KINGSMILL BLOCK 4, LOT 25	2476 KINGSMILL AVE
Felice C & Linda P Defalco	KINGSMILL BLOCK 4, LOT 26	2462 KINGSMILL AVE
Davinney A & Michael G Brazeau	KINGSMILL BLOCK 4, LOT 27	2448 KINGSMILL AVE
Wayne & Edith Luscher	KINGSMILL BLOCK 4, LOT 28	2434 KINGSMILL AVE
Menach Whitlingham	KINGSMILL BLOCK 4, LOT 29	2420 KINGSMILL AVE
Terry M & Beth J Walker	KINGSMILL BLOCK 4, LOT 30	2406 KINGSMILL AVE
Carl & Norma Hodges	KINGSMILL BLOCK 5, LOT 1	2401 KINGSMILL AVE
David A Mulvany	KINGSMILL BLOCK 5, LOT 2	2415 KINGSMILL AVE
Michael & Stephanie Nadeau	KINGSMILL BLOCK 5, LOT 3	2429 KINGSMILL AVE
Robert M & Ernestine J Hale	KINGSMILL BLOCK 5, LOT 4	2443 KINGSMILL AVE
Salvatore & Sandra H Losavio	KINGSMILL BLOCK 5, LOT 5	2457 KINGSMILL AVE
Adam & Eula V Johnson	KINGSMILL BLOCK 5, LOT 6	2471 KINGSMILL AVE
Pamela A Murray	KINGSMILL BLOCK 5, LOT 7	2485 KINGSMILL AVE
Samuel R & Rae Oetter	KINGSMILL BLOCK 5, LOT 8	2499 KINGSMILL AVE
Joseph D & Susanne S Kvasnok	KINGSMILL BLOCK 5, LOT 9	2513 KINGSMILL AVE
Devin A Swanson & Sarah L Reed	KINGSMILL BLOCK 5, LOT 10	2527 KINGSMILL AVE
James D White	KINGSMILL BLOCK 5, LOT 11	2541 KINGSMILL AVE

2018 Owners	Block — Lot	Address
Jerry W & Helga Golson	KINGSMILL BLOCK 5, LOT 12	2555 KINGSMILL AVE
Stuart C Purkey	KINGSMILL BLOCK 5, LOT 13	2569 KINGSMILL AVE
Larry W Williams	KINGSMILL BLOCK 5, LOT 14	2583 KINGSMILL AVE
Ernest P & Kathy L Dykeman	KINGSMILL BLOCK 5, LOT 15	2597 KINGSMILL AVE
Ronald & Debbie Nemetz	KINGSMILL BLOCK 5, LOT 16	2600 MAJESTIC AVE
Lisa A Douberly	KINGSMILL BLOCK 5, LOT 17	2586 MAJESTIC AVE
2nd Chance Property Solutions LLC	KINGSMILL BLOCK 5, LOT 18	2572 MAJESTIC AVE
Debra A Pendergast	KINGSMILL BLOCK 5, LOT 19	2558 MAJESTIC AVE
Brett G & Kathleen T Klein	KINGSMILL BLOCK 5, LOT 20	2544 MAJESTIC AVE
Michael H & Tracey Mahoney	KINGSMILL BLOCK 5, LOT 21	2530 MAJESTIC AVE
Frank & Linda D Orilio	KINGSMILL BLOCK 5, LOT 22	2516 MAJESTIC AVE
Roger P & Starla J Sweeney	KINGSMILL BLOCK 5, LOT 23	2502 MAJESTIC AVE
Manuel DeJesus Perez & Amelia Albarran	KINGSMILL BLOCK 5, LOT 24	2488 MAJESTIC AVE
Walter M & Diana H Bandish	KINGSMILL BLOCK 5, LOT 25	2474 MAJESTIC AVE
Michael J & Barbara G Hoffmann	KINGSMILL BLOCK 5, LOT 26	2460 MAJESTIC AVE
Christian & Jacqueline D Bortzner	KINGSMILL BLOCK 5, LOT 27	2446 MAJESTIC AVE
Karen Monahan	KINGSMILL BLOCK 5, LOT 28	2432 MAJESTIC AVE
Darrell W & Diane L Kromko	KINGSMILL BLOCK 5, LOT 29	2418 MAJESTIC AVE
Eric P Stord & Suzanne M Slevart-Stord	KINGSMILL BLOCK 5, LOT 30	2404 MAJESTIC AVE
Jeremiah Manso	KINGSMILL BLOCK 6, LOT 1	2403 MAJESTIC AVE
Mark R & Jean A Speer	KINGSMILL BLOCK 6, LOT 2	2417 MAJESTIC AVE
Robert W & Pamela Dubois Davis	KINGSMILL BLOCK 6, LOT 3	2431 MAJESTIC AVE

2018 Owners	Block - Lot	Address
Tom & Donetta T Hrkach	KINGSMILL BLOCK 6, LOT 4	2445 MAJESTIC AVE
Thomas G & Penny M Houser	KINGSMILL BLOCK 6, LOT 5	2459 MAJESTIC AVE
Glenn E & Shaun B Bridges	KINGSMILL BLOCK 6, LOT 6	2473 MAJESTIC AVE
Ronald E & Elizabeth A Stake	KINGSMILL BLOCK 6, LOT 7	2487 MAJESTIC AVE
Donald G & Michelle Lynn Robinson	KINGSMILL BLOCK 6, LOT 8	2501 MAJESTIC AVE
Eric & Holly Swan	KINGSMILL BLOCK 6, LOT 9	2515 MAJESTIC AVE
Robert J & Diane L Peters	KINGSMILL BLOCK 6, LOT 10	2529 MAJESTIC AVE
Christopher J & Joyce A Cannon	KINGSMILL BLOCK 6, LOT 11	2543 MAJESTIC AVE
Darren Shawn & Kimberly Gail Walton	KINGSMILL BLOCK 6, LOT 12	2557 MAJESTIC AVE
Timothy P & Constance R Van Deventer	KINGSMILL BLOCK 6, LOT 13	2571 MAJESTIC AVE
Richard L & Supin Clark	KINGSMILL BLOCK 6, LOT 14	2585 MAJESTIC AVE
Bruce R & Roseann Syarto	KINGSMILL BLOCK 6, LOT 15	2599 MAJESTIC AVE
Prakash & Pratibha P Patel	KINGSMILL BLOCK 6, LOT 16	2598 NOBILITY AVE
Gregory A & Shari Deane	KINGSMILL BLOCK 6, LOT 17	2584 NOBILITY AVE
Dorothy Cipriano	KINGSMILL BLOCK 6, LOT 18	2570 NOBILITY AVE
William E Peck & Karen Cruz	KINGSMILL BLOCK 6, LOT 19	2556 NOBILITY AVE
Stafford B & Nelly Slaughter	KINGSMILL BLOCK 6, LOT 20	2542 NOBILITY AVE
Richard J Clements	KINGSMILL BLOCK 6, LOT 21	2528 NOBILITY AVE
Carlos & Danielle Morales	KINGSMILL BLOCK 6, LOT 22	2514 NOBILITY AVE
Robert E & Rhonda Y Stitzel	KINGSMILL BLOCK 6, LOT 23	2500 NOBILITY AVE
Donald J & Donna J Cassario	KINGSMILL BLOCK 6, LOT 24	2486 NOBILITY AVE
Adam J Browne	KINGSMILL BLOCK 6, LOT 25	2472 NOBILITY AVE

2018 Owners	Block — Lot	Address
Sandra W & Steven C Shores	KINGSMILL BLOCK 6, LOT 26	2458 NOBILITY AVE
Steven L & Bonnie S Varney	KINGSMILL BLOCK 6, LOT 27	2444 NOBILITY AVE
James & Pat Offner	KINGSMILL BLOCK 6, LOT 28	2430 NOBILITY AVE
William D Stoeckel	KINGSMILL BLOCK 6, LOT 29	2416 NOBILITY AVE
John R & Bernice B Butts	KINGSMILL BLOCK 6, LOT 30	2402 NOBILITY AVE
Marvis L & Frances M Smith	KINGSMILL BLOCK 7, LOT 1	2613 EMPIRE AVE
Anthony & Mildred Colaianni	KINGSMILL BLOCK 7, LOT 2	2627 EMPIRE AVE
Josh & Erin Strait	KINGSMILL BLOCK 7, LOT 3	2641 EMPIRE AVE
Joseph R Herlica	KINGSMILL BLOCK 7, LOT 4	2655 EMPIRE AVE
Robert G Wiley & Kelly L. Sheesley	KINGSMILL BLOCK 7, LOT 5	2669 EMPIRE AVE
Miles Day & Deborah M Sawvel	KINGSMILL BLOCK 7, LOT 6	2683 EMPIRE AVE
Erin Anderson	KINGSMILL BLOCK 7, LOT 7	2697 EMPIRE AVE
Nate John & Lois Jean Paini	KINGSMILL BLOCK 7, LOT 8	2711 EMPIRE AVE
Leslie C Warren	KINGSMILL BLOCK 7, LOT 9	2725 EMPIRE AVE
Kilam Properties	KINGSMILL BLOCK 7, LOT 10	2739 EMPIRE AVE
Lisa Holihan	KINGSMILL BLOCK 7, LOT 11	2753 EMPIRE AVE
Emanuel T & Angela K Canjar	KINGSMILL BLOCK 7, LOT 12	2767 EMPIRE AVE
Thomas G & Rachelle A Mottle	KINGSMILL BLOCK 7, LOT 13	2781 EMPIRE AVE
Dominic Paul & Hannah Foti	KINGSMILL BLOCK 7, LOT 14	2795 EMPIRE AVE
Harry J & Jill D Longarzo	KINGSMILL BLOCK 7, LOT 15	2809 EMPIRE AVE
Billy Jack Wright	KINGSMILL BLOCK 7, LOT 16	2808 KINGDOM AVE
Martha Chadwick-Walker	KINGSMILL BLOCK 7, LOT 17	2794 KINGDOM AVE

2018 Owners	Block - Lot	Address
Christopher M. & Courtney L. Ricketts	KINGSMILL BLOCK 7, LOT 18	2780 KINGDOM AVE
Matthew Verzi & Samantha Ryan	KINGSMILL BLOCK 7, LOT 19	2766 KINGDOM AVE
James W & Alfreda D Edwards	KINGSMILL BLOCK 7, LOT 20	2752 KINGDOM AVE
Dylan S Peterson	KINGSMILL BLOCK 7, LOT 21	2738 KINGDOM AVE
William & Anna Bartlett	KINGSMILL BLOCK 7, LOT 22	2724 KINGDOM AVE
Marianne Dal Cero	KINGSMILL BLOCK 7, LOT 23	2710 KINGDOM AVE
Edward John Amos & Edith C Martin	KINGSMILL BLOCK 7, LOT 24	2696 KINGDOM AVE
Jackie Wayne & Mercedes Wright	KINGSMILL BLOCK 7, LOT 25	2682 KINGDOM AVE
Dominick A & Linda C Detorre	KINGSMILL BLOCK 7, LOT 26	2668 KINGDOM AVE
Harold L & Susan R Hall	KINGSMILL BLOCK 7, LOT 27	2654 KINGDOM AVE
Ronald K & Vicki L Burger	KINGSMILL BLOCK 7, LOT 28	2640 KINGDOM AVE
Eugenia E Hamilton	KINGSMILL BLOCK 7, LOT 29	2626 KINGDOM AVE
Tameka D Brand	KINGSMILL BLOCK 7, LOT 30	2612 KINGDOM AVE
Ronald J & Christi M Burgdorf	KINGSMILL BLOCK 8, LOT 1	2615 KINGDOM AVE
Russell D & Holly M Pace	KINGSMILL BLOCK 8, LOT 2	2629 KINGDOM AVE
Patrick James & Jacqueline B Merritt	KINGSMILL BLOCK 8, LOT 3	2643 KINGDOM AVE
Robb W & Joy Anderson	KINGSMILL BLOCK 8, LOT 4	2657 KINGDOM AVE
Robert N. & Caitlin M Rivera	KINGSMILL BLOCK 8, LOT 5	2671 KINGDOM AVE
Frederick H & Kathleen M Engel	KINGSMILL BLOCK 8, LOT 6	2685 KINGDOM AVE
Ismael H & Sharon Otero	KINGSMILL BLOCK 8, LOT 7	2699 KINGDOM AVE
Casey A & Kendelyn M Cronk	KINGSMILL BLOCK 8, LOT 8	2713 KINGDOM AVE
Theodore A. Gordon Sr.	KINGSMILL BLOCK 8, LOT 9	2727 KINGDOM AVE

2018 Owners	Block — Lot	Address
James M & Melissa B Robinson	KINGSMILL BLOCK 8, LOT 10	2741 KINGDOM AVE
Thomas William Younkins	KINGSMILL BLOCK 8, LOT 11	2755 KINGDOM AVE
Robert Granato	KINGSMILL BLOCK 8, LOT 12	2769 KINGDOM AVE
Eddie W & Pauline A Brock	KINGSMILL BLOCK 8, LOT 13	2783 KINGDOM AVE
J S & O T Barbour	KINGSMILL BLOCK 8, LOT 14	2797 KINGDOM AVE
Scott C & Donna L Barber	KINGSMILL BLOCK 8, LOT 15	2811 KINGDOM AVE
Carl & Patricia Villanueva	KINGSMILL BLOCK 8, LOT 16	2812 KINGSMILL AVE
Larry C & Jacqueline Stevens	KINGSMILL BLOCK 8, LOT 17	2798 KINGSMILL AVE
Annette C. Jones	KINGSMILL BLOCK 8, LOT 18	2784 KINGSMILL AVE
Sean B. Sanford & Diana J Jones	KINGSMILL BLOCK 8, LOT 19	2770 KINGSMILL AVE
Eric A. & Alyssa R. Jordan	KINGSMILL BLOCK 8, LOT 20	2756 KINGSMILL AVE
Troy P & Shannon L. Main	KINGSMILL BLOCK 8, LOT 21	2742 KINGSMILL AVE
Scott & Karen K Farnham	KINGSMILL BLOCK 8, LOT 22	2728 KINGSMILL AVE
Ricardo E. & Rosa Emelie Castro	KINGSMILL BLOCK 8, LOT 23	2714 KINGSMILL AVE
Rashmikant B & Bhavna R Joshi	KINGSMILL BLOCK 8, LOT 24	2700 KINGSMILL AVE
Norman H & Alina H Miller	KINGSMILL BLOCK 8, LOT 25	2686 KINGSMILL AVE
Michael C & Carol L Kane	KINGSMILL BLOCK 8, LOT 26	2672 KINGSMILL AVE
George L & Constantine T Peters	KINGSMILL BLOCK 8, LOT 27	2658 KINGSMILL AVE
Jacqueline Hoskins	KINGSMILL BLOCK 8, LOT 28	2644 KINGSMILL AVE
Reynaldo & Toni Reyes	KINGSMILL BLOCK 8, LOT 29	2630 KINGSMILL AVE
Shagufta R Wilson & Michael D Bryner	KINGSMILL BLOCK 8, LOT 30	2616 KINGSMILL AVE
DESAI FAMILY LLC	KINGSMILL BLOCK 9, LOT 1	2611 KINGSMILL AVE

2018 Owners	Block--Lot	Address
Antonio & Eusebia Rivera	KINGSMILL BLOCK 9, LOT 2	2625 KINGSMILL AVE
Douglas Boag & Amanda Harris	KINGSMILL BLOCK 9, LOT 3	2639 KINGSMILL AVE
Geraldine Jordan	KINGSMILL BLOCK 9, LOT 4	2653 KINGSMILL AVE
Bharatkumar Kanuprassad & Sonal Dave	KINGSMILL BLOCK 9, LOT 5	2667 KINGSMILL AVE
Kathleen C. Shelander & Patricia B Myers	KINGSMILL BLOCK 9, LOT 6	2681 KINGSMILL AVE
Jeffrey W & Judy K Houser	KINGSMILL BLOCK 9, LOT 7	2695 KINGSMILL AVE
Joseph K & Karen A Wichart	KINGSMILL BLOCK 9, LOT 8	2709 KINGSMILL AVE
Deborah K Rodriguez	KINGSMILL BLOCK 9, LOT 9	2723 KINGSMILL AVE
Jane L & Eva Marie Basile	KINGSMILL BLOCK 9, LOT 10	2737 KINGSMILL AVE
Lazaro & Barbara Ibarra	KINGSMILL BLOCK 9, LOT 11	2751 KINGSMILL AVE
Jean Potter	KINGSMILL BLOCK 9, LOT 12	2765 KINGSMILL AVE
Valerie Harrison	KINGSMILL BLOCK 9, LOT 13	2779 KINGSMILL AVE
Kim Michael & Trina Bolognini	KINGSMILL BLOCK 9, LOT 14	2793 KINGSMILL AVE
Mary Arriba	KINGSMILL BLOCK 9, LOT 15	2807 KINGSMILL AVE
David M. & Bridget M. Chapman	KINGSMILL BLOCK 9, LOT 16	2810 MAJESTIC AVE
Daniel Allen & Tammy J Capman	KINGSMILL BLOCK 9, LOT 17	2796 MAJESTIC AVE
Julia A. Mauro	KINGSMILL BLOCK 9, LOT 18	2782 MAJESTIC AVE
Robert S & Celeste C Berke	KINGSMILL BLOCK 9, LOT 19	2768 MAJESTIC AVE
John D & Laura J K Beers	KINGSMILL BLOCK 9, LOT 20	2754 MAJESTIC AVE
Robin B Litman	KINGSMILL BLOCK 9, LOT 21	2740 MAJESTIC AVE
Dean M & Karen I Warr	KINGSMILL BLOCK 9, LOT 22	2726 MAJESTIC AVE
Sylvia G Marsh	KINGSMILL BLOCK 9, LOT 23	2712 MAJESTIC AVE

2018 Owners	Block — Lot	Address
Jeffrey R Wilbert & Nicole L Bandr	KINGSMILL BLOCK 9, LOT 24	2698 MAJESTIC AVE
August C & Bonnie A Scheck	KINGSMILL BLOCK 9, LOT 25	2684 MAJESTIC AVE
Stephen & Melissa Kornicki	KINGSMILL BLOCK 9, LOT 26	2670 MAJESTIC AVE
Barbara Kocak	KINGSMILL BLOCK 9, LOT 27	2656 MAJESTIC AVE
Lois M Stanton	KINGSMILL BLOCK 9, LOT 28	2642 MAJESTIC AVE
Brooke L & Barbara J Gallagher	KINGSMILL BLOCK 9, LOT 29	2628 MAJESTIC AVE
Matthew Coelyn	KINGSMILL BLOCK 9, LOT 30	2614 MAJESTIC AVE
Jason Westbrook	KINGSMILL BLOCK 10, LOT 1	2613 MAJESTIC AVE
Charles & Roseann Marchica	KINGSMILL BLOCK 10, LOT 2	2627 MAJESTIC AVE
Edward & Kathy Tilke	KINGSMILL BLOCK 10, LOT 3	2641 MAJESTIC AVE
Ronald O & Memory J Walton	KINGSMILL BLOCK 10, LOT 4	2655 MAJESTIC AVE
Glenn W Grady & Tracey Breen	KINGSMILL BLOCK 10, LOT 5	2669 MAJESTIC AVE
Dennis B & Tammy R Moore	KINGSMILL BLOCK 10, LOT 6	2683 MAJESTIC AVE
Michael Don & Teresa M Osterloh	KINGSMILL BLOCK 10, LOT 7	2697 MAJESTIC AVE
Lucilia Sampaio	KINGSMILL BLOCK 10, LOT 8	2711 MAJESTIC AVE
James C & Patricia Walding	KINGSMILL BLOCK 10, LOT 9	2725 MAJESTIC AVE
Gretchen & Steven Kelly	KINGSMILL BLOCK 10, LOT 10	2739 MAJESTIC AVE
Jill Patricia Bondurant	KINGSMILL BLOCK 10, LOT 11	2753 MAJESTIC AVE
Ronald D & Stephanie L Dedmon	KINGSMILL BLOCK 10, LOT 12	2767 MAJESTIC AVE
David E & Arlene Middendorf	KINGSMILL BLOCK 10, LOT 13	2781 MAJESTIC AVE
Dale E & Barbara J Cherry	KINGSMILL BLOCK 10, LOT 14	2795 MAJESTIC AVE
Marvin F & Maria I Owen	KINGSMILL BLOCK 10, LOT 15	2809 MAJESTIC AVE

2018 Owners	Block - Lot	Address
Kim M Long	KINGSMILL BLOCK 10, LOT 16	2808 NOBILITY AVE
Thomas C & Marie A Porter	KINGSMILL BLOCK 10, LOT 17	2794 NOBILITY AVE
Patrick J. & Susan P Michael	KINGSMILL BLOCK 10, LOT 18	2780 NOBILITY AVE
Karen M Auld	KINGSMILL BLOCK 10, LOT 19	2766 NOBILITY AVE
Paul F Smith	KINGSMILL BLOCK 10, LOT 20	2752 NOBILITY AVE
Alexander V & Laura Ann Barna	KINGSMILL BLOCK 10, LOT 21	2738 NOBILITY AVE
James E & Nancy Witt	KINGSMILL BLOCK 10, LOT 22	2724 NOBILITY AVE
John Roberson Parker	KINGSMILL BLOCK 10, LOT 23	2710 NOBILITY AVE
Rafael M & Maria E Criollo	KINGSMILL BLOCK 10, LOT 24	2696 NOBILITY AVE
Matthew Kinberg	KINGSMILL BLOCK 10, LOT 25	2682 NOBILITY AVE
Matthew J & Stephanie Nizioi	KINGSMILL BLOCK 10, LOT 26	2668 NOBILITY AVE
Frank D & Saowakon Jackson	KINGSMILL BLOCK 10, LOT 27	2654 NOBILITY AVE
James L & Bethan Luker	KINGSMILL BLOCK 10, LOT 28	2640 NOBILITY AVE
Bocefus Lukehart	KINGSMILL BLOCK 10, LOT 29	2626 NOBILITY AVE
Edward H & Elizabeth Reilly	KINGSMILL BLOCK 10, LOT 30	2612 NOBILITY AVE

EXHIBIT C

The legal description of each parcel to be subject to the revived declaration and other governing documents and a plat or other graphic depiction of the affect properties in the community

KINGSMILL
Section 12, Township 27 South, Range 36 East
CITY OF MELBOURNE, Brevard County, Florida

Legal Description begins at the intersection of the north right-of-way line of Lake Washington Road and the west line of Longwood Estates, Phase II, as recorded in Plat Book 38, page 42, Public Records of Brevard County, Florida...

Table with 3 columns: Station, Area, Delta. Rows 1-20.

Table with 3 columns: Station, Area, Delta. Rows 21-40.

Table with 3 columns: Station, Area, Delta. Rows 41-60.

Table with 3 columns: Station, Area, Delta. Rows 61-80.

- Notes: 1. Bearings based on plat of Longwood Estates, Phase II as recorded in Plat Book 38, page 42 of the Public Records of Brevard County, Florida... 2. A strip of land 75' feet wide along all front, side and rear lot lines is reserved for drainage and installation and maintenance of Public Utilities unless otherwise noted.

PLAT BOOK 38 AND PAGE 58
INDICATION

KNOW ALL MEN BY THESE PRESENTS that the Corporation named herein, being the owner in fee simple of the land hereinafter described...

BY MUNICIPALITY
CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

CERTIFICATE OF SURVIVOR
KNOW ALL MEN BY THESE PRESENTS that the undersigned being a duly qualified and sworn juror...

CERTIFICATE OF APPROVAL BY MUNICIPALITY
KNOW ALL MEN BY THESE PRESENTS...

CERTIFICATE OF ACCEPTANCE OF BARGAINING BY BOARD OF COUNTY COMMISSIONERS
THIS IS TO CERTIFY that the Board of County Commissioners...

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS
KNOW ALL MEN BY THESE PRESENTS...

CERTIFICATE OF SURVIVOR
KNOW ALL MEN BY THESE PRESENTS...

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS
KNOW ALL MEN BY THESE PRESENTS...

FOR RESTRICTIONS SEE 04-8 26-10-1997 798
Maple in Deeds to be recorded in Public Records of Brevard County, Florida...

KINGSMILL
Section 12, Township 27 South, Range 36 East
CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA

PLAT BOOK 29
AND PAGE 59

DEDICATION
KNOW ALL MEN BY THESE PRESENTS that the Corporation aforesaid hereby dedicates to the public use of the City of Melbourne, Florida, the land described in the plat hereon on file in the office of the County Clerk, Brevard County, Florida, to wit: ...

CERTIFICATE OF SUPERVISORS
BEFORE ALL MEN BY THESE PRESENTS, that the undersigned, being a Board of Supervisors duly organized and qualified, do hereby certify that the land described in the plat hereon, which is the subject of the above recited ordinance, has been dedicated to the public use of the City of Melbourne, Florida, and that the same is to be used as a site for the improvement of said city.

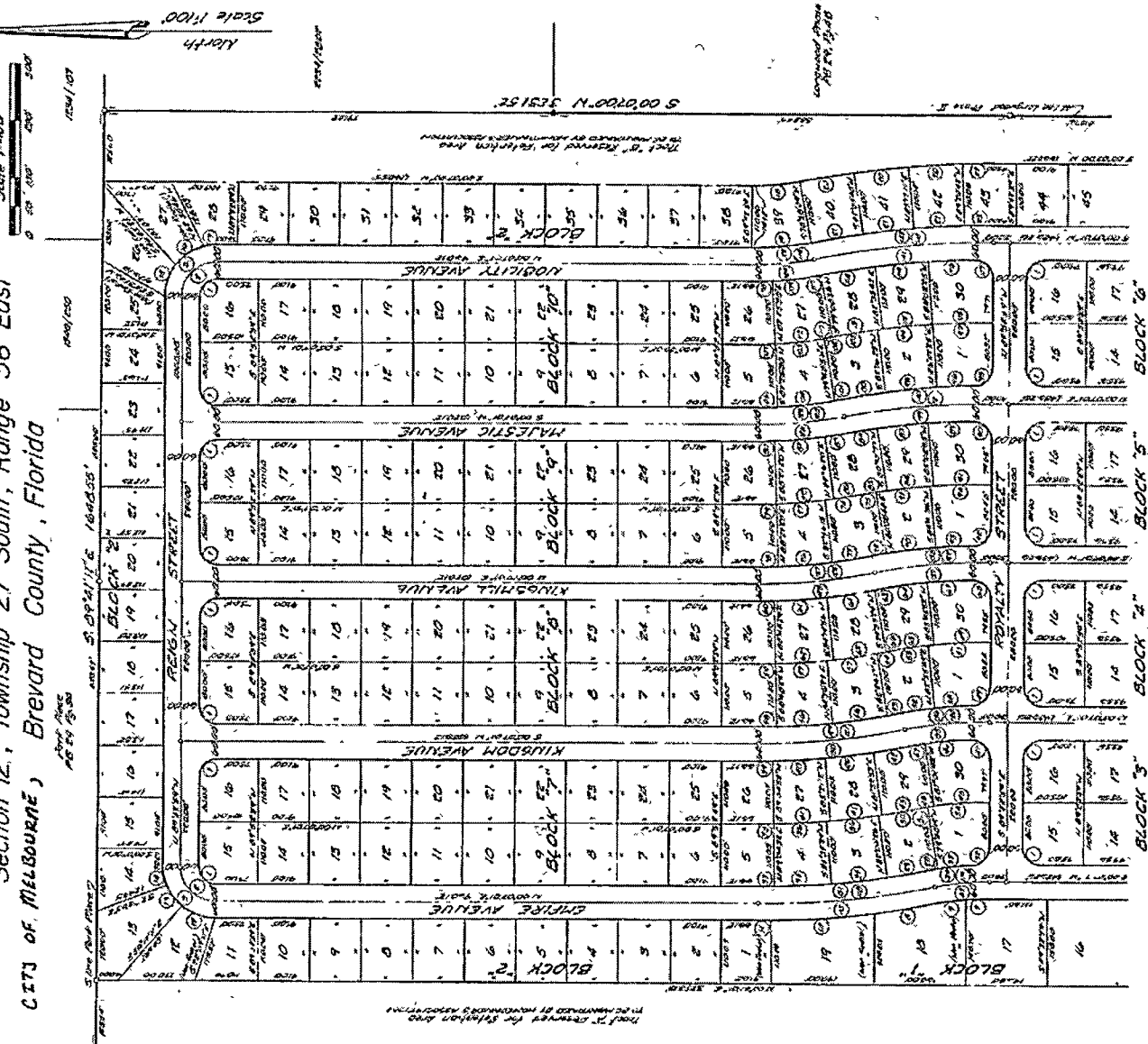
CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS
THIS IS TO CERTIFY that the Board of County Commissioners of Brevard County, Florida, do hereby certify that the land described in the plat hereon, which is the subject of the above recited ordinance, has been dedicated to the public use of the City of Melbourne, Florida, and that the same is to be used as a site for the improvement of said city.

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS
THIS IS TO CERTIFY that the Board of County Commissioners of Brevard County, Florida, do hereby certify that the land described in the plat hereon, which is the subject of the above recited ordinance, has been dedicated to the public use of the City of Melbourne, Florida, and that the same is to be used as a site for the improvement of said city.

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS
THIS IS TO CERTIFY that the Board of County Commissioners of Brevard County, Florida, do hereby certify that the land described in the plat hereon, which is the subject of the above recited ordinance, has been dedicated to the public use of the City of Melbourne, Florida, and that the same is to be used as a site for the improvement of said city.

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS
THIS IS TO CERTIFY that the Board of County Commissioners of Brevard County, Florida, do hereby certify that the land described in the plat hereon, which is the subject of the above recited ordinance, has been dedicated to the public use of the City of Melbourne, Florida, and that the same is to be used as a site for the improvement of said city.

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS
THIS IS TO CERTIFY that the Board of County Commissioners of Brevard County, Florida, do hereby certify that the land described in the plat hereon, which is the subject of the above recited ordinance, has been dedicated to the public use of the City of Melbourne, Florida, and that the same is to be used as a site for the improvement of said city.



Scale 1"=400
Scale 1"=100
North
Street 2 of 3
Total Area 11,007,392.61 sq. ft.
Total Area 11,007,392.61 sq. ft.
Total Area 11,007,392.61 sq. ft.
Total Area 11,007,392.61 sq. ft.
Total Area 11,007,392.61 sq. ft.
Total Area 11,007,392.61 sq. ft.

EXHIBIT D

Verified copies of the notice of the meeting, attendance, and voting results

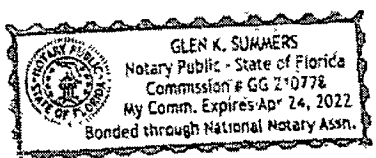
AFFIDAVIT AND VERIFICATION OF ATTACHMENT OF PREVIOUS GOVERNING DOCUMENTS FOR THE COMMUNITY, INCLUDING ANY AMENDMENTS THERETO, AND ATTACHED COPIES OF THE NOTICE OF THE MEETING. ATTENDANCE AND VOTING RESULTS PER SECTION 720.406, Fla. Stat.

STATE OF FLORIDA)
COUNTY OF BREVARD)

BEFORE ME, personally appeared Karen Sitlington, President, who after being duly sworn, deposes and says that the Organizing Committee at Kingsmill Homeowners Association, Inc., followed all requirements of Florida Statute section 720.404 when proposing the Association's revitalized declaration(s) to the members. All requirements Section 720.406(1)(c) Fla. Stat. are hereby satisfied.

By: *Karen Sitlington*
Karen Sitlington, President

The foregoing instrument was acknowledged before me this 21 day of August, 2018; by Karen Sitlington, President of Kingsmill Homeowners Association, Inc. She is personally known to me, or has produced Passport as identification. If no type of identification is indicated, the above-named person is personally known to me.



Glen K. Summers
Notary Public, State of Florida
Glen K. Summers
Print Name

My Commission Expires:



Kingsmill Homeowners Association

P.O. Box 361834 ♦ Melbourne, Florida 32936

www.kingsmill-hoa.com

IMPORTANT LETTER TO ALL OWNERS IN THE KINGSMILL SUBDIVISION

James P & Sheila M Teele
2442 EMPIRE AVE
MELBOURNE FL 32934-7576

Account #2701694
Lot 09, Block 01

Dear Kingsmill Homeowner,

As homeowners in Kingsmill, we have formed an organizing committee to revitalize the covenants for the Kingsmill Subdivision. We are contacting you to ask for your assistance.

Because of an unusual aspect of Florida law, our covenants and restrictions may have expired and we must vote to revitalize our covenants because 30 years has passed from the formation of the community. We wish to remain an attractive, well-kept subdivision. We take pride in our homes and landscaping and wish for the community to continue to be a desirable place to live. The covenants preserve our properties and our property values.

Nothing in the restrictions and by-laws will change through this action. We are simply confirming, to the State, of the community's desire to continue as we have successfully operated for 30+ years.

As the Florida law requires, we are including a complete text of the (original, which is the proposed) revitalized Declaration of Easements, Covenants, Conditions and Restrictions for Kingsmill Homeowners Association, Inc. for your review. In addition, as exhibits to that Declaration, you will find copies of the existing Articles of Incorporation, Bylaws, and graphic depiction of the property (plat). All lots in the Kingsmill Subdivision are covered in this action.

We will be meeting to vote on this issue on, Saturday June 30, 2018 at 1PM. This important meeting will be held at Fau Gallie First Baptist Church, 1501 W EAU GALLIE BLVD, MELBOURNE FL 32935-5335. You may attend in person or complete the enclosed Limited Proxy and return it to the Homeowners Association PO Box, in the enclosed return stamped envelope by June 28, 2018. You may also provide it to any of the committee members list below.

A majority of members must vote in favor of the proposal, so your vote counts! Please complete the attached proxy, even if you plan on attending the meeting. If you attend in person, your proxy will be returned to you and you will vote in person. However, because plans sometimes change, it is important to complete the proxy regardless of your intentions to ensure that your vote is counted.

If you have any questions, please contact a member of the committee listed below.

Sincerely,

Kingsmill HOA Revitalization Project Committee

Karen Sitington, President
Dennis Thompson, Secretary
James Teele, Treasurer
Cindy Collins, Committee Member



Kingsmill Homeowners Association

P.O. Box 361834 ♦ Melbourne, Florida 32936

www.kingsmill-hoa.com

The special homeowner's meeting was held at Eau Gallie First Baptist Church, 1501 W EAU GALLIE BLVD, MELBOURNE FL 32935-5335. The meeting was called to order at 1:10 PM on 30 Jun 2018 by President, Karen Sitlington. The following revitalization committee members were present:

Karen Sitlington
Dennis Thompson
James Teele
Cindy Collins

Out of the 323 single family homes in Kingsmill, there were 193 voting interests present by proxy or in person.

The purpose of this meeting was to discuss the revitalization of the current covenants and deed restrictions and to collect votes on the project.

The revitalization project was passed by the homeowners by a vote of 189 yes and 4 no.

President Karen Singleton cast the ballot for all proxy votes as directed by the proxy.

The meeting was closed at 2:30 PM by Karen Sitlington.

Respectfully Submitted
Dennis Thompson, Secretary



Rick Scott
GOVERNOR

Cissy Proctor
EXECUTIVE DIRECTOR

October 23, 2018

Robert L. Tankel, Esq.
Tankel Law Group
1022 Main Street, Suite D
Dunedin, Florida 34698

**Re: Kingsmill Homeowners Association, Inc., Approval;
Determination Number: 18200**

Dear Mr. Tankel:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Kingsmill Homeowners Association, Inc. (Association), has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ss/rm

Robert L. Tankel, Esq.
October 23, 2018
Page 2 of 2

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.