

**AFFIDAVIT OF MAILING, HAND DELIVERY OR ELECTRONIC TRANSMISSION,
AND POSTING OF NOTICE TO OWNERS**

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, personally appeared _____, who after being duly sworn, deposes and says that notice of the Special Meeting of the Membership of Kings Creek South Condominium, Inc., to be held on **Thursday, August 20, 2026, at 7:00 p.m. in the Clubhouse located at 7735 SW 86th Street, Miami, FL 33143**, together with proxies, proposed amendments, and voting certificates were mailed, hand delivered or electronically transmitted in accordance with Section 718.112, Florida Statutes to each unit owner at the address last furnished to the Association, as such address appears on the books of the Association, and was also posted on the Association property as required by Section 718.112, Florida Statutes.

The Notice was also posted on _____, 2026 on the Association's website in accordance with Section 718.111(12)(g)1., Florida Statutes.

KINGS CREEK SOUTH CONDOMINIUM, INC.

By: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2026, by _____ as _____ of Kings Creek South Condominium, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did take an oath. If no type of identification is indicated, the above-named person is personally known to me.

(Signature)

(Print Name)

Notary Public, State of Florida at Large

**NOTICE OF SPECIAL MEETING OF THE MEMBERSHIP
OF KINGS CREEK SOUTH CONDOMINIUM, INC.**

TO ALL MEMBERS:

On **Thursday, August 20, 2026, at 7:00 p.m. in the Clubhouse, located at 7735 SW 86th Street, Miami, FL 33143**, a Special Members' Meeting of the Association will be held for the purpose of voting on proposed amendments to the Declaration of Condominium, along with any other business that may be conducted as outlined in the agenda below.

The proposed amendments follow the recommendations of the Association's counsel after completing an audit of our governing documents to identify needed updates as a result of significant changes in Florida condominium law over the many years since the governing documents were originally recorded, and to remove unfavorable provisions.

For example, the proposed amendments add an automatic amendment provision that automatically incorporate future changes to the Condominium Act (Chapter 718, Florida Statutes) without the need to further amend the Declaration for that purpose. Also, the Declaration, as it currently reads, requires that when foreclosing lenders or investor-purchaser obtain title to a unit through a bank foreclosure, the debt of the unit must be collected from the rest of the owners in the Association and the new owner acquires title with a zero balance. This was common practice decades ago when banks were exempt from the foreclosed owner's debt, but does not reflect current law. This can be amended to hold banks liable for the maximum amount permitted by law, and hold investors liable for the full amount of unpaid assessments rather than having to collect these amounts as bad debt from the rest of the owners in the condominium.

We're also proposing lowering the voting percentage required for amending the Declaration in the future. Currently, amendments require the affirmative vote of three-fourths of all the owners. This is a very high threshold, and when the required vote is based on the entire membership, owners who choose not to participate at all are essentially casting a "no" vote, making it very difficult for the Association to maintain its governing documents current or to make desired changes.

The proposed amendments are included within the limited proxy that is included with this Notice. Each proposed amendment requires your vote of approval or disapproval.

The Agenda for the Special Meeting of the Membership is:

1. Call to Order.
2. Certify Quorum.
3. Proof of Notice.
4. Vote on proposed amendments to the Declaration of Condominium.
5. Adjournment.

Persons entitled to cast a majority of the votes of the entire Association (a "quorum") must be present at the meeting, in person or by proxy, for the business to be conducted, and at least three-fourths (3/4ths) of the owners must vote in favor of the amendments for their adoption. It is therefore VERY IMPORTANT that you either attend or provide the enclosed limited proxy designating someone to cast your vote for you in the manner that you indicate.

The limited proxy is for the purpose of appointing another person to vote for you in the event that you might not be able to attend the meeting. It must be signed by all owners of the unit or the one among them that they designate on a voting certificate (see below). If you appoint a proxy and later decide you will be able to attend the meeting in person, you may withdraw your proxy when you register at the meeting. The proxy should be submitted to the Association prior to the scheduled time of the meeting. It can be sent via mail addressed to the Association's mailing address at: Kings Creek South Condominium, Inc., 7735 SW 86th Street, Miami, FL 33143, or via email to: kingscreeksouth@gmail.com.

Please note the following information about VOTING CERTIFICATES: A voting certificate is for the purpose of establishing who is authorized to vote for a unit owned by a corporation. A voting certificate is not needed if the unit is owned by only one person and is optional if owned by more than one person. A voting certificate is not a proxy and may not be used as such. A voting certificate must be signed by all of the owners of the unit or the appropriate corporate officer. Again, please be sure to either attend the Special Meeting or submit a Limited Proxy.

DATED:v July 6, 2026.

BY ORDER OF THE BOARD OF DIRECTORS

BY: J annike Smit
Secretary

LIMITED PROXY

The undersigned, owner(s) or designated voter of Unit No. _____ in **Kings Creek South Condominium**, appoints (Check one)

_____ a) **Jannike Smit, Secretary** of the Association, on behalf of the Board of Directors, or

_____ b) _____ (if you check b, write in the name of your proxy), as my proxyholder* to attend the special meeting of the members of **Kings Creek South Condominium, Inc.**, to be held on **Thursday, August 20, 2026, at 7:00 p.m. in the Clubhouse located at 7735 SW 86th Street, Miami, FL 33143**. The proxyholder named above has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution, except that my proxyholder's authority is limited as indicated below:

*Failure to check either (a) or (b), or, if (b) is checked, failure to write in the name of the proxy, shall be deemed an appointment of the **Secretary** of the Association as your proxyholder.

GENERAL POWERS: By signing this proxy, your proxyholder automatically has general powers to vote on other issues that might come up at the meeting for which a limited proxy is not required (i.e., parliamentary procedure). You can choose not to grant such general powers by checking the box below:

_____ I do not grant general powers to my proxyholder.

LIMITED POWERS (FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING ISSUES, YOU MUST INDICATE YOUR PREFERENCE IN THE BLANK(S) PROVIDED BELOW).

I SPECIFICALLY AUTHORIZE AND INSTRUCT MY PROXYHOLDER TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING MATTERS AS INDICATED BELOW:

1. **Should Article I of the Declaration of Condominium for Kings Creek South Condominium be amended as follows?**

(Additions are shown by "underlining",
Deletions are shown by "~~strikethrough~~")

ESTABLISHMENT OF CONDOMINIUM

KENNETH DAVID PROPERTIES, INC., hereinafter called "DEVELOPER", is the owner of the fee simple title to the property situate in the County of Dade and State of Florida, more particularly described on EXHIBIT "A" hereto attached on which property there are dwelling units and other appurtenant improvements. DEVELOPER hereby submits the above described property and improvements to condominium ownership pursuant to Chapter 718, Florida Statutes, also known as the "Condominium Act", as it may be renumbered or amended from time to time, and hereby declares the same to be a condominium to be known and identified as KINGS CREEK SOUTH CONDOMINIUM, hereinafter referred to as "CONDOMINIUM".

☐ **APPROVE AMENDMENT** ☐ **DO NOT APPROVE AMENDMENT**

2. Should Article XXIV, Sections G, J and K of the Declaration of Condominium for Kings Creek South Condominium be amended as follows?

- G) The payment of any assessment or installment thereof due to ASSOCIATION shall be in default if such assessment, or any installment thereof, is not paid unto ASSOCIATION on or before the due date for such payment. When in default for more than fifteen (15) days, the delinquent assessment or delinquent installment thereof due to ASSOCIATION shall thereafter bear interest at the highest lawful rate per annum, and an administrative late fee in the highest amount permitted by law for each delinquent assessment, until such delinquent assessment or installment thereon, and all interest due thereon, has been. paid in full to ASSOCIATION.
- J) The ASSOCIATION is hereby granted a lien upon such PRIVATE DWELLING and its appurtenant undivided interest in COMMON PROPERTY which lien shall secure and does secure the moneys due for all assessments now or hereafter levied against the owner of each PRIVATE DWELLING, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to ASSOCIATION, and which lien shall also secure all costs and expenses, including ~~a~~ reasonable attorney's fees, which may be incurred by ASSOCIATION incurred in collection, ~~in enforcing this lien upon said PRIVATE DWELLING and its appurtenant undivided interest in COMMON PROPERTY.~~ The lien granted to ASSOCIATION may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida, and in any suit for foreclosure of said lien, ASSOCIATION shall be entitled to rental from the owner of any PRIVATE DWELLING from the date on which the payment of any assessment or installment thereof became delinquent, and shall be further entitled to (but not required to obtain) the appointment of a Receiver for said PRIVATE DWELLING, ~~without~~with reasonable notice to the owner of such PRIVATE DWELLING of the demand for rent and/or the appointment of a receiver. The rental required to be paid shall be equal to the rental charged on comparable dwelling units in the ~~County in which the CONDOMINIUM is located.~~ The lien granted to ASSOCIATION shall further secure such advances for taxes, and payment on account of superior mortgages, liens or encumbrances which may be required or deemed prudent by ASSOCIATION to be advanced by ASSOCIATION in order to preserve and protect its lien, and ASSOCIATION shall further be entitled to interest at the highest lawful rate on any such advances made for such purpose. All persons, firms, ~~or~~ corporations, trusts and other legal entities who shall acquire, by whatever means, any interest in the ownership of any PRIVATE DWELLING or who may be given or acquire a mortgage, lien or other encumbrance thereon, ~~is~~are hereby placed on notice of the lien rights granted to ASSOCIATION, and shall acquire such interest in any PRIVATE DWELLING expressly subject to such lien rights.
- K) Except as set forth below, the ~~The~~ lien on each APARTMENT DWELLING herein granted unto ASSOCIATION is effective from, and shall relate back to, the date of the recording of this Declaration. However, as to a first mortgagee of record, the lien shall be effective from and after the time of recording in the Public Records of the County within which the CONDOMINIUM is located a claim of lien stating the description of the PRIVATE DWELLING encumbered

thereby, the name of the record owner, and the name and address of the Association, the amount due and the date when due, and the lien shall continue in effect until all sums are secured by said lien, as herein provided, shall be been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of ASSOCIATION. Upon full payment of all sums secured by such claim of lien, ASSOCIATION shall deliver to the owner of the PRIVATE DWELLING affected a recordable satisfaction of said claim of lien.

In the event that any person, firm, ~~or corporation~~, trust or other legal entity shall acquire title to any PRIVATE DWELLING and its appurtenances by virtue of any foreclosure or judicial sale, such person, ~~firm or corporation~~, or other legal entity so acquiring title shall be jointly and severally liable with their predecessor in title for all unpaid assessments, including interest, late fees, attorneys' fees and other costs and expenses of collection incurred by ASSOCIATION up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. only be liable and obligated for assessments as shall accrue and become due and payable for said PRIVATE DWELLING subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, and the PRIVATE DWELLING shall stand relieved of the lien of any prior assessments. A first mortgagee who acquires title to a PRIVATE DWELLING through its foreclosure or through deed in lieu of foreclosure is liable for the share of common expenses or assessments and other charges imposed by ASSOCIATION pertaining to such condominium unit which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, that such first mortgagee's liability is limited to the maximum amount set forth in The Condominium Act, as may be amended from time to time. Such mortgagee shall also be responsible for all assessments and other charges that are imposed or levied by ASSOCIATION during such mortgagee's period of ownership. In the event of the acquisition of title to PRIVATE DWELLING by foreclosure or judicial sale, any assessment or assessments and other charges as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all PRIVATE DWELLINGS as a part of the common expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

☐ APPROVE AMENDMENT ☐ DO NOT APPROVE AMENDMENT

3. Should Article XXVII of the Declaration of Condominium for Kings Creek South Condominium be amended as follows?

AMENDMENT OF DECLARATION OF CONDOMINIUM

This Declaration of Condominium may be amended in the following manner:

An Amendment or Amendments to this Declaration of Condominium may be proposed by the Board of Directors of ASSOCIATION acting upon a vote of the majority of the Directors, or by the Members of ASSOCIATION owning a majority of the PRIVATE DWELLINGS in the CONDOMINIUM⁵. Except as may be elsewhere provided for certain amendments, amendments must be approved by a majority of the Directors and not less than a majority of the Members of ASSOCIATION owning a majority of the PRIVATE DWELLINGS in the CONDOMINIUM present in person or by proxy and casting a vote at a meeting where a quorum of the Members has been established. ~~Upon any Amendment or Amendments to this Declaration of Condominium being proposed by said Board of Directors or Members, such proposed Amendment or Amendments shall be transmitted to the President of ASSOCIATION, or other Officer of ASSOCIATION in the absence of the President, who shall thereupon call a Special Meeting of the Members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed Amended or Amendments, and it shall be the duty of the Secretary to give to each Member written or printed notice of such Special Meeting, stating the time and place thereof, and reciting the proposed Amendment or Amendments in reasonable detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the Member at his Post Office address as it appears on the records of ASSOCIATION, the postage thereon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the ASSOCIATION, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. Alternatively, At such meeting, the Amendment or Amendments proposed must may be approved by the written agreement of by an affirmative vote of the Members owning not less than three-fourths (3/4ths) of the PRIVATE DWELLINGS in the CONDOMINIUM alone without a requirement for approval by a majority of the Directors, in order for such Amendment or Amendments to become effective. In the alternative, provided that any proposed Amendment or Amendments in reasonably detailed written form have been mailed to each Member, then any Amendment or Amendments may be adopted and shall become effective without holding a Special Meeting if within ninety (90) days from the mailing thereof to all Members any such Amendment or Amendments are approved in writing by Members owning not less than three-fourths (3/4ths) of the PRIVATE DWELLINGS in the CONDOMINIUM. Thereupon, whether such Amendment or Amendments were adopted by either method above provided, such Amendment or Amendments of this Declaration of Condominium shall be transcribed and certified by the President and Secretary of ASSOCIATION as having been duly adopted, and the original or an executed copy of such Amendment or Amendments so certified and executed with the same formalities as a Deed shall be recorded in the Public Records of the County in which the CONDOMINIUM is located, within ten (10) days from the date on which the same became effective, such Amendment or Amendments to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of said Amendment or Amendments in the form in which the same were placed of record by the Officers of ASSOCIATION shall be delivered to all of the owners of all PRIVATE DWELLINGS, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such Amendment or Amendments. At any meeting held to consider such Amendment or Amendments, the written vote of any Member of ASSOCIATION shall be recognized if such Member is not in attendance at such Meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of ASSOCIATION prior to such Meeting or at such Meeting.~~

Notwithstanding anything herein contained to the contrary, it is declared as follows:

1) No alteration in the percentage of ownership in COMMON PROPERTY appurtenant to each PRIVATE DWELLING or alteration for the basis of sharing common expenses and other apportionment of assessments which may be levied by ASSOCIATION in accordance with provisions hereof, or alteration of basis of ownership of COMMON SURPLUS, shall be made without written consent of all of the owners of all PRIVATE DWELLINGS and their respective mortgagees, being first had and obtained.

2) No alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of Institutional Lender or Institutional Lenders shall be made without written consent of all Institutional Lenders then holding mortgages on PRIVATE DWELLINGS in the CONDOMINIUM being first had and obtained.

~~3) No alteration, amendment or modification of the rights and privilege granted and reserved hereunder in favor of DEVELOPER, shall be made without the written consent of said DEVELOPER being first had and obtained.~~

☐ APPROVE AMENDMENT ☐ DO NOT APPROVE AMENDMENT

4. Should Article XXXIII of the Declaration of Condominium for Kings Creek South Condominium be amended as follows?

CHILDREN RESERVED FOR FUTURE AMENDMENTS

~~The CONDOMINIUM is an adult residential condominium and no children under the age of eighteen (18) years shall be permitted to reside in or occupy any PRIVATE DWELLING in the CONDOMINIUM, and no owner of any PRIVATE DWELLING in the CONDOMINIUM may permit any child or children under the age of eighteen (18) years to reside in or occupy the PRIVATE DWELLING of such owner, for more than thirty (30) consecutive days, nor for more than sixty (60) days in the aggregate in any twelve (12) month period. All days in which any child or children reside in or occupy a PRIVATE DWELLING shall be aggregated for the purpose of determining compliance with the thirty (30) day and sixty (60) day limitations stated in this ARTICLE XXXIII so that no PRIVATE DWELLING shall have in residence therein of occupancy thereof persons under the age of eighteen (18) years for more than thirty (30) consecutive days nor more than sixty (60) days in the aggregate in any twelve (12) month period.~~

☐ APPROVE AMENDMENT ☐ DO NOT APPROVE AMENDMENT

Dated: _____, 2026.

Bldg _____ Unit _____

SIGNATURE OF OWNER OR DESIGNATED VOTER
PRINT NAME: _____

DO NOT COMPLETE THIS SECTION. This section is only to be filled in by the proxyholder if they wish to appoint a substitute proxyholder.

SUBSTITUTION OF PROXY

The undersigned, appointed as proxy above, does hereby designate
_____ to substitute for me in the proxy set forth above.

Dated: _____, 2026.

PROXYHOLDER

THIS PROXY IS REVOCABLE BY THE UNIT OWNER AND IS VALID ONLY FOR THE SPECIAL MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THE PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL SPECIAL MEETING FOR WHICH IT WAS GIVEN.

CERTIFICATE APPOINTING VOTING MEMBER

To the Secretary of **Kings Creek South Condominium, Inc.** (the “Association”)

THIS IS TO CERTIFY that the undersigned, constituting all of the record owners of Unit No. _____ in **Kings Creek South Condominium**, have designated

(Name of Voting Member)

as their representative to cast all votes and to express all approvals that such owners may be entitled to cast or express at all meetings of the membership of the Association and for all other purposes provided by the Declaration, the Articles and Bylaws of the Association.

The following examples illustrate the proper use of this Certificate:

1. Unit owned by John Doe and his brother, Jim Doe. Voting Certificate optional. NOT A THIRD PERSON.
2. Unit owned by Overseas, Inc., a corporation. Voting Certificate must be filed designating the person entitled to vote, signed by an officer of the Corporation.
3. Unit owned by a married couple. Voting Certificate optional. NOT A THIRD PERSON.

This Certificate is made pursuant to the Declaration and the Bylaws and shall revoke all prior Certificates and be valid until revoked by a subsequent Certificate.

Date: _____, 2026

Signatures for Individual Unit Owners:

OWNER (Print Name)

(Signature)

OWNER (Print Name)

(Signature)

OWNER (Print Name)

(Signature)

Signature for Corporate Owners:

Name of Corporation: _____

By: _____ Title: _____

Print Name: _____

NOTE: This form is not a proxy and should not be used as such. Please be sure to designate one of the joint owners of the unit as the Voting Member, not a third person. Please be advised that if you previously filed a Certificate Appointing Voting Member with the Secretary of the Association, you do not need to file another Certificate unless you want to change the designation of your Voting Member.

BALLOT

KINGS CREEK SOUTH CONDOMINIUM, INC.

SPECIAL MEETING OF THE MEMBERS

THURSDAY, AUGUST 20, 2026, AT 7:00 P.M.

- 1. Should Article I of the Declaration of Condominium for Kings Creek South Condominium be amended as follows?**

(Additions are shown by “underlining”,
Deletions are shown by “~~strikethrough~~”)

ESTABLISHMENT OF CONDOMINIUM

KENNETH DAVID PROPERTIES, INC., hereinafter called "DEVELOPER", is the owner of the fee simple title to the property situate in the County of Dade and State of Florida, more particularly described on EXHIBIT "A" hereto attached on which property there are dwelling units and other appurtenant improvements. DEVELOPER hereby submits the above described property and improvements to condominium ownership pursuant to Chapter 718, Florida Statutes, also known as the “Condominium Act”, as it may be renumbered or amended from time to time, and hereby declares the same to be a condominium to be known and identified as KINGS CREEK SOUTH CONDOMINIUM, hereinafter referred to as "CONDOMINIUM".

☐ **APPROVE AMENDMENT** ☐ **DO NOT APPROVE AMENDMENT**

- 2. Should Article XXIV, Sections G, J and K of the Declaration of Condominium for Kings Creek South Condominium be amended as follows?**

- G) The payment of any assessment or installment thereof due to ASSOCIATION shall be in default if such assessment, or any installment thereof, is not paid unto ASSOCIATION on or before the due date for such payment. When in default for more than fifteen (15) days, the delinquent assessment or delinquent installment thereof due to ASSOCIATION shall thereafter bear interest at the highest lawful rate per annum, and an administrative late fee in the highest amount permitted by law for each delinquent assessment, until such delinquent assessment or installment thereon, and all interest due thereon, has been. paid in full to ASSOCIATION.
- J) The ASSOCIATION is hereby granted a lien upon such PRIVATE DWELLING and its appurtenant undivided interest in COMMON PROPERTY which lien shall secure and does secure the moneys due for all assessments now or hereafter levied against the owner of each PRIVATE DWELLING, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments

owing to ASSOCIATION, and which lien shall also secure all costs and expenses, including a reasonable attorney's fees, which may be incurred by ASSOCIATION ~~incurred in collection in enforcing this lien upon said PRIVATE DWELLING and its appurtenant undivided interest in COMMON PROPERTY.~~ The lien granted to ASSOCIATION may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida, and in any suit for foreclosure of said lien, ASSOCIATION shall be entitled to rental from the owner of any PRIVATE DWELLING from the date on which the payment of any assessment or installment thereof became delinquent, and shall be further entitled to (but not required to obtain) the appointment of a Receiver for said PRIVATE DWELLING, ~~without~~with reasonable notice to the owner of such PRIVATE DWELLING of the demand for rent and/or the appointment of a receiver. The rental required to be paid shall be equal to the rental charged on comparable dwelling units in the ~~County in which the~~ CONDOMINIUM ~~is located.~~ The lien granted to ASSOCIATION shall further secure such advances for taxes, and payment on account of superior mortgages, liens or encumbrances which may be required or deemed prudent by ASSOCIATION to be advanced by ASSOCIATION in order to preserve and protect its lien, and ASSOCIATION shall further be entitled to interest at the highest lawful rate on any such advances made for such purpose. All persons, firms, ~~or corporations,~~ trusts and other legal entities who shall acquire, by whatever means, any interest in the ownership of any PRIVATE DWELLING or who may be given or acquire a mortgage, lien or other encumbrance thereon, ~~is~~are hereby placed on notice of the lien rights granted to ASSOCIATION, and shall acquire such interest in any PRIVATE DWELLING expressly subject to such lien rights.

- K) Except as set forth below, the ~~The~~ lien on each APARTMENT DWELLING herein granted unto ASSOCIATION is effective from, and shall relate back to, the date of the recording of this Declaration. However, as to a first mortgagee of record, the lien shall be effective from and after the time of recording in the Public Records of the County within which the CONDOMINIUM is located a claim of lien stating the description of the PRIVATE DWELLING encumbered thereby, the name of the record owner, and the name and address of the Association. ~~the amount due and the date when due, and the lien shall continue in effect until all sums are secured by said lien, as herein provided, shall be been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided.~~ Such claims of lien shall be signed and verified by an officer or agent of ASSOCIATION. Upon full payment of all sums secured by such claim of lien, ASSOCIATION shall deliver to the owner ~~of the~~ PRIVATE DWELLING affected a recordable satisfaction of said claim of lien.

In the event that any person, firm, ~~or corporation,~~ trust or other legal entity shall acquire title to any PRIVATE DWELLING and its appurtenances by virtue of any foreclosure or judicial sale, such person, ~~firm or corporation,~~ or other legal entity so acquiring title shall be jointly and severally liable with their predecessor in title for all unpaid assessments, including interest, late fees, attorneys' fees and other

costs and expenses of collection incurred by ASSOCIATION up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee, only be liable and obligated for assessments as shall accrue and become due and payable for said PRIVATE DWELLING subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, and the PRIVATE DWELLING shall stand relieved of the lien of any prior assessments. A first mortgagee who acquires title to a PRIVATE DWELLING through its foreclosure or through deed in lieu of foreclosure is liable for the share of common expenses or assessments and other charges imposed by ASSOCIATION pertaining to such condominium unit which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, that such first mortgagee's liability is limited to the maximum amount set forth in The Condominium Act, as may be amended from time to time. Such mortgagee shall also be responsible for all assessments and other charges that are imposed or levied by ASSOCIATION during such mortgagee's period of ownership. In the event of the acquisition of title to PRIVATE DWELLING by foreclosure or judicial sale, any assessment or assessments and other charges as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all PRIVATE DWELLINGS as a part of the common expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

☐ APPROVE AMENDMENT ☐ DO NOT APPROVE AMENDMENT

3. Should Article XXVII of the Declaration of Condominium for Kings Creek South Condominium be amended as follows?

AMENDMENT OF DECLARATION OF CONDOMINIUM

This Declaration of Condominium may be amended in the following manner:

An Amendment or Amendments to this Declaration of Condominium may be proposed by the Board of Directors of ASSOCIATION acting upon a vote of the majority of the Directors, or by the Members of ASSOCIATION owning a majority of the PRIVATE DWELLINGS in the CONDOMINIUM, Except as may be elsewhere provided for certain amendments, amendments must be approved by a majority of the Directors and not less than a majority of the Members of ASSOCIATION owning a majority of the PRIVATE DWELLINGS in the CONDOMINIUM present in person or by proxy and casting a vote at a meeting where a quorum of the Members has been established. Upon any Amendment or Amendments to this Declaration of Condominium being proposed by said Board of Directors or Members, such proposed Amendment or Amendments shall be transmitted to the President of ASSOCIATION, or other Officer of ASSOCIATION in the absence of the President, who shall thereupon call a Special Meeting of the Members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed Amended or Amendments, and it shall

~~be the duty of the Secretary to give to each Member written or printed notice of such Special Meeting, stating the time and place thereof, and reciting the proposed Amendment or Amendments in reasonable detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the Member at his Post Office address as it appears on the records of ASSOCIATION, the postage thereon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the ASSOCIATION, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. Alternatively, At such meeting, the Amendment or Amendments proposed must may be approved by the written agreement of by an affirmative vote of the Members owning not less than three-fourths (3/4ths) of the PRIVATE DWELLINGS in the CONDOMINIUM alone without a requirement for approval by a majority of the Directors. in order for such Amendment or Amendments to become effective. In the alternative, provided that any proposed Amendment or Amendments in reasonably detailed written form have been mailed to each Member, then any Amendment or Amendments may be adopted and shall become effective without holding a Special Meeting if within ninety (90) days from the mailing thereof to all Members any such Amendment or Amendments are approved in writing by Members owning not less than three fourths (3/4ths) of the PRIVATE DWELLINGS in the CONDOMINIUM. Thereupon, whether such Amendment or Amendments were adopted by either method above provided, such Amendment or Amendments of this Declaration of Condominium shall be transcribed and certified by the President and Secretary of ASSOCIATION as having been duly adopted, and the original or an executed copy of such Amendment or Amendments so certified and executed with the same formalities as a Deed shall be recorded in the Public Records of the County in which the CONDOMINIUM is located, within ten (10) days from the date on which the same became effective, such Amendment or Amendments to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of said Amendment or Amendments in the form in which the same were placed of record by the Officers of ASSOCIATION shall be delivered to all of the owners of all PRIVATE DWELLINGS, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such Amendment or Amendments. At any meeting held to consider such Amendment or Amendments, the written vote of any Member of ASSOCIATION shall be recognized if such Member is not in attendance at such Meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of ASSOCIATION prior to such Meeting or at such Meeting.~~

Notwithstanding anything herein contained to the contrary, it is declared as follows:

- 1) No alteration in the percentage of ownership in COMMON PROPERTY appurtenant to each PRIVATE DWELLING or alteration for the basis of sharing common expenses and other apportionment of assessments which may be levied by ASSOCIATION in accordance with provisions hereof, or alteration of basis of ownership of COMMON SURPLUS, shall be made without written consent of all of the owners of all PRIVATE DWELLINGS and their respective mortgagees, being first had and obtained.
- 2) No alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of Institutional Lender or Institutional Lenders shall be made without

written consent of all Institutional Lenders then holding mortgages on PRIVATE DWELLINGS in the CONDOMINIUM being first had and obtained.

3) ~~No alteration, amendment or modification of the rights and privilege granted and reserved hereunder in favor of DEVELOPER, shall be made without the written consent of said DEVELOPER being first had and obtained.~~

☐ APPROVE AMENDMENT ☐ DO NOT APPROVE AMENDMENT

4. **Should Article XXXIII of the Declaration of Condominium for Kings Creek South Condominium be amended as follows?**

~~CHILDREN~~ RESERVED FOR FUTURE AMENDMENTS

~~The CONCOMINIUM is an adult residential condominium and no children under the age of eighteen (18) years shall be permitted to reside in or occupy any PRIVATE DWELLING in the CONDOMINIUM, and no owner of any PRIVATE DWELLING in the CONDOMINIUM may permit any child or children under the age of eighteen (18) years to reside in or occupy the PRIVATE DWELLING of such owner, for more than thirty (30) consecutive days, nor for more than sixty (60) days in the aggregate in any twelve (12) month period. All days in which any child or children reside in or occupy a PRIVATE DWELLING shall be aggregated for the purpose of determining compliance with the thirty (30) day and sixty (60) day limitations stated in this ARTICLE XXXIII so that no PRIVATE DWELLING shall have in residence therein of occupancy thereof persons under the age of eighteen (18) years for more than thirty (30) consecutive days nor more than sixty (60) days in the aggregate in any twelve (12) month period.~~

☐ APPROVE AMENDMENT ☐ DO NOT APPROVE AMENDMENT

BLDG. AND UNIT NO.

UNIT OWNER OR DESIGNATED VOTER

PRINT NAME

REGISTRATION FORM

ASSOCIATION: KINGS CREEK SOUTH CONDOMINIUM, INC.

MEETING DATE: THURSDAY, AUGUST 20, 2026

UNIT NO.	OWNER	VOTING REPRESENTATIVE	PROXYHOLDER	PERSON	PROXY	NUMBER OF PROXIES HELD	BALLOT S