

**KING'S GATE ASSOCIATION, INC.**  
**RESOLUTION #17-01**  
**ESTOPPEL CERTIFICATE RESOLUTION**

**WHEREAS**, King's Gate Association, Inc., a Florida Not for Profit Corporation ("Association") is the entity authorized to administer and operate King's Gate;

**WHEREAS**, the Florida Legislature enacted Chapter 2017-93, Laws of Florida and the new law took effect on July 1, 2017;

**WHEREAS**, the Board of Directors of the Association desires to comply with the new statutory requirements of Chapter 2017-93, Laws of Florida.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Association as follows:

Section 1. **Estoppel Certificate Form.** The Association hereby adopts the attached Estoppel Certificate form, which is attached hereto as Exhibit "A" and incorporated herein, as the official Estoppel Certificate to be used by the Association in responding to any and all requests for an estoppel certificate.

Section 2. **Estoppel Certificate Fee.** The fee for the preparation and delivery of an Estoppel Certificate is payable upon the preparation of the certificate. The Association hereby adopts the following fee schedule for preparation and delivery of an Estoppel Certificate:

**2.1. No Delinquency.** If on the date the Estoppel Certificate is issued there are no delinquent amounts owed to the Association for the applicable unit, the Association will charge a fee of **\$250**.

**2.2. Delinquency.** If on the date the Estoppel Certificate is issued there is a delinquent amount owed to the Association for the applicable unit, the Association will charge a fee of **\$400**.

**2.3. Expedited.** If an Estoppel Certificate is requested on an expedited basis and delivered within three (3) business days after the request, the Association will charge an additional fee of **\$100**.

**2.4. Multiple Units.** If Estoppel Certificates are requested for multiple units owned by the same owner, the total fees for the preparation and delivery of the Estoppel Certificates are as follows:

**2.4.1.** 25 or fewer units--**\$750**.

**2.4.2.** Between 26 and 50 units--**\$1,000**.

**2.4.3.** Between 51 to 100 units--**\$1,500**.

**2.4.4.** More than 100 units--**\$2,500**.

Section 3. **Authority to Sign.** The Association hereby designates the following individual(s) (who must be a director, authorized agent, or authorized representative of the Association, including an agent, representative, or employee of the management company) to complete and sign the attached Estoppel Certificate on behalf of the Association's Board of Directors:

1. **Charlene Kohlhagen**

2. **Judy Coho**

3. **Abigail Vella**

4. **John Milbocker**

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Section 4. **Response Time.** The Association will issue the Estoppel Certificate within ten (10) business days after receiving a written or electronic request from an unit owner, the owner's designee, or unit mortgagee or the unit mortgagee's designee. The Estoppel Certificate will be provided by hand delivery, regular mail, or e-mail to the requestor on the date of issuance of the Estoppel Certificate. If the Association properly receives such a request and fails to deliver the Estoppel Certificate with ten (10) business days, a fee may not be charged for the preparation and delivery of that Estoppel Certificate.

Section 5. **Effective Period.** An Estoppel Certificate is valid for thirty (30) days if transmitted by hand delivery or electronic means and is valid for thirty-five (35) days if transmitted by regular mail. In calculating the amounts that are scheduled to become due, the Association will assume that any delinquent amounts will remain delinquent during the effective period of the Estoppel Certificate.

Section 6. **Amended Estoppel Certificate.** If additional information or a mistake related to the Estoppel Certificate becomes known to the Association within the effective period, an amended Estoppel Certificate may be delivered and becomes effective if a sale or refinancing of the subject property has not been completed during the effective period. A fee will not be charged for an amended Estoppel Certificate. An amended Estoppel Certificate must be delivered on the date of issuance, and a new 30-day or 35-day effective period begins on such date.

Section 7. **Refund.** If an Estoppel Certificate is requested in conjunction with a sale or mortgage but the closing does not occur and no later than thirty (30) days after the closing date for which the Certificate was sought the Association receives a written request, accompanied by reasonable documentation, that the sale did not occur from a payor that is not the owner, the fee shall be refunded to that payor within thirty (30) days after receipt of the request. The refund is the obligation of the owner, and the Association may collect it from that owner in the same manner as an assessment.

Section 8. **Waiver.** The Association waives the right to collect any moneys owed in excess of the amounts specified in the Estoppel Certificate from any person who in good faith relies upon the Estoppel Certificate and from the person's successors and assigns.

Section 9. **Website:** The Association hereby directs that its website be updated to provide the name of a person or entity with a street address or e-mail address for receipt of a request for an Estoppel Certificate.

**DATED this 2<sup>nd</sup> day of April, 2019.**

(Corporate Seal)



**KING'S GATE ASSOCIATION, INC.**

Sign: Judith Cohen

Print: Judith Cohen

ATTEST: Barry Dorem

Print: Barry Dorem, Secretary