

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Kings Lake Homeowners Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on June 27, 2023 where a quorum was present, after due notice, the resolution set forth below was duly approved by the vote indicated for the purpose of amending the Declaration of Protective Covenants, Conditions and Restrictions of Kings Lake, Unit No. 1, as originally recorded in O.R. Book 841 at Pages 1791 *et seq.*, of the Public Records of Collier County, Florida, as previously amended.

The following resolution was approved by seventy-five percent (75%) of the members of the Association who were present and voting.

RESOLVED: That the Declaration of Protective Covenants, Conditions and Restrictions of Kings Lake, Unit No. 1, is hereby amended, and the amendment is adopted in the form attached hereto, and made a part hereof.

Date: June 28, 2023

KINGS LAKE HOMEOWNERS ASSOCIATION, INC.

(1) Teresa Murrell
Witness
Print Name: Teresa Murrell

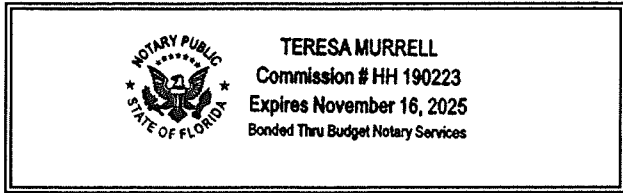
By: Gail Miers
Gail Miers, President
1044 Castello Drive, Suite 206
Naples, FL 34103

(2) Robert E Murrell
Witness
Print Name: Robert E Murrell

(CORPORATE SEAL)

**STATE OF FLORIDA
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 28th day of June, 2023 by Gail Miers, as President of the aforementioned Corporation, on behalf of the Corporation. She is personally known to me or did produce _____ as identification.



Teresa Murrell
Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public (Affix Notarial Seal)

This instrument was prepared by Robert E, Murrell, B.C.S., The Murrell Law Firm, P.A., 1044 Castello Drive, #106, Naples, FL 34103.

**AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS OF
KINGS LAKE, UNIT NO. 1**

The Declaration of Protective Covenants, Conditions and Restrictions of Kings Lake, Unit No. 1 (“Declaration”) shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

A new Article III., Section 19. shall be added to the Declaration as shown below:

19. Leasing of Residential Units.

In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Residential Units by their Owners shall be restricted as provided in this section. All leases of Residential Units must be in writing. An Owner may lease only the Owner’s entire Residential Unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person.

19.1 Term of Lease and Frequency of Leasing. No Residential Unit may be leased more often than twelve (12) times in any calendar year, with the minimum lease term being thirty (30) days. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. No subleasing or assignment of lease rights by the lessee is allowed. This provision specifically prohibits leases of Residential Units for less than thirty (30) days, including, but not limited to such operators of online lodging marketplace or online travel accommodations for lodging, primarily homestays and for vacation rentals such as Airbnb, Kayak, Homes to Go, VRBO, 9flats, FlipKey, HomeTrip, Wimdu or other such online lodging marketplaces.

19.2 Procedures.

(A) Notice by the Owner. An Owner, who is not the Owner of a Condominium Unit within Kings Lake, (Owners of Condominium Units need only apply to the Owner’s Condominium Association for approval), who is intending to lease the Owner’s Residential Unit, shall give to the Board of Directors or its Property Manager, written notice of such intention at least five (5) days prior to the first day of occupancy under the lease, together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require.

(B) Board Action. After the required notice and all information requested has been provided, the Board or its designee shall have five (5) days in which to approve or disapprove the proposed lease. If the Board or its designee neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board or its designee shall issue a written letter of approval to the lessee.

(C) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

(1) the Residential Unit Owner is delinquent in the payment of Assessments, fines, charges or other monetary obligations due to the Association at the time the application is considered;

(2) the Residential Unit Owner has a history of leasing the Owner's Residential Unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of the Owner's Residential Unit;

(3) the application on its face indicates that the person seeking approval intends to behave in a manner inconsistent with the covenants and restrictions applicable to the property; by way of example, no commercial vehicles shall be permitted to be parked outside of a garage;

(4) the Residential Unit Owner fails to give proper notice to the Board of Directors of the Owner's intention to lease the Owner's Residential Unit.

(D) Applications; Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and shall include such terms as the Board may provide from time to time.

(E) Property Manager Approval. To facilitate approval of leases, the Board of Directors may by resolution delegate its approval powers to the Property Manager of the Association. Only the Board of Directors shall have the power to disapprove a lease. If the Property Manager, after reviewing a lease and all information provided by the applicant, determines that the lease will not be approved, the Property Manager shall forward the proposed lease to the members of the Board of Directors for their review. Notwithstanding any other time periods set forth in this Section 19., the Board of Directors shall have five (5) days after the receipt of the lease from the Property Manager and all information requested in which to approve or disapprove the lease.