

Kings Lake HOA

COVENANTS SUMMARY

AUGUST 15, 2023

Introduction

Available copies of the Kings Lake covenants, originally typewritten, are difficult to read. Amendments approved over the years are each a separate document not included in the original and therefore easily missed.

This **Covenants Summary** duplicates the wording of the “rules” portion of the original covenants and amendments. It is more readable and also searchable for key words. It is meant as a reference and does not replace the official covenants and amendments which are available on the Kings Lake web site.

In addition to the covenants, **Kings Lake Rules and Regulations** are available as a separate document on the Kings Lake web site.

There are also **Collier County Ordinances** that include regulations on such topics as, signs, parking on grass, RV parking, commercial vehicle parking, fences, accessory structures (sheds, pergolas, etc.), non-operable vehicles, weeds and overgrowth, and pool safety. The Collier County web site below has information on common code violations, how to apply for various permits, and links to all county ordinances.

<https://www.colliercountyfl.gov/government/growth-management/divisions/code-enforcement>

Collectively, these three sets of documents provide guidance on the multiple, ordinances, covenants, and rules and regulations that govern Kings Lake.

Covenants Article III, General Restrictions and Obligation

1. Building Construction

- a. No building or structure shall be constructed, erected, altered, placed or permitted to remain on any single family lot other than one detached single family dwelling. No carports shall be permitted to be constructed.
- b. No residence shall be erected on any single family lot that shall contain less than 1,500 square feet of total ground area. Ground floor area shall be determined by square feet measurement of the main residence, excluding porches, breezeways, and garages. If excluded areas such as the porches, breezeways and garages are contained under one continuous structure with the main residence they may be included in the calculation of the square foot measurement but only to the extent of seventy-five percent (75%) of the square footage of such areas.
- c. No roof for a building on a single family lot, except porch or garage roofs, shall be built with a center pitch less than three (3) feet high to 12 (12) feet horizontal. **See amendment with different pitch for Unit IV, below. Consider Collier County building code also.**
- d. No existing building or structure shall be moved onto any single family lot.
- e. **Garages:** All garages on single family lots shall be attached to the residence which they are designed to serve and shall be no larger than is sufficient to house three (3) vehicles.
- f. **Antennas:** No television, radio receiver or transmitter or other antenna which is visible from the street or adjoining property is permitted unless specific approval for such is obtained in writing from the Association.
- g. **Roofing: As amended 8/25/1980 and again on 3/10/2020** - New or replacement single family roofs shall be constructed of the following: (A) Asphalt or Shake Shingle; (B) Cement Tile; or (C) Metal Roofing; or (D) such other roofing material as has been approved by the Board of Directors.

2. Landscaping

Except in areas described as Common Areas, no weeds, high grass, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the premises. If for any reason an Owner permits such weeds, high grass, underbrush or other unsightly growths and fails to correct same after five (5) days notice by the Association, then the Association shall have the right to enter upon the premises and make such corrections and charge the Owner for the cost of the corrections. Said charge, until paid, shall be a lien against the lot of the owner responsible for the payment.

All areas with a single family lot or a multi-family lot, not covered by structures, walkways or paved parking facilities, shall be maintained as a lawn or as a landscaped area to the pavement area of any abutting street or lake. Such lawns shall be irrigated with an underground irrigation system. No stone, gravel, or paving of any type shall be used as a lawn.

3. Plan Approval

The construction plans for any structure to be built on any single family lot must be approved by the Association prior to the commencement of such construction. A complete set of construction prints, including a plot plan showing the location of the house on the single family lot, shall be submitted to the Association for approval. The Association shall approve or disapprove such plans within fifteen (15) days of receipt of them. Any disapproval by the Association shall only be on the basis of preventing the erection of structures having similar exterior design or elevation in proximity to an existing structure or to prevent a violation of restrictions contained in the covenants.

The failure of the Association to disapprove plans submitted within the fifteen (15) day period shall constitute approval of such plans except as to violations of restrictions contained in the covenants.

4. Construction Completion

When the physical construction of any building is started, said construction shall be prosecuted diligently and completed within a reasonable time. If for any reason a building is not completed within a reasonable time from the issuance of the County building permit, or if landscaping and the landscape irrigation system are not completed within three (3) months after completion of the principal building, then

the Association may, after ten (10) days notice to the owner of record of the premises of its intentions, invade the premises and take such steps as it determines are required to correct an undesirable condition. The corrective steps taken shall be in the discretion of the Association, and may serve aesthetic, nuisance abatement, or other reasonable purposes. The Owner in fact of the property shall be liable for all costs incurred in such action and the total costs thereof will be a lien on his property, which lien may be foreclosed in the manner provided by law.

5. Walls

No boundary line wall, fence, hedge or shrubbery shall be permitted with a height of more than five (5) feet from the existing ground level at or along such boundary line.

6. Underground Utility Lines

All telephone, electric, water, sewer, television and fuel line and pipes or other distributors must be underground from the lot line to the use connection.

7. Drainage

Except to comply with the governmental regulation or control, no changes in the elevation of the lands shall be made which will interfere with the drainage or otherwise cause undue hardship to the adjoining property.

8. Motor Vehicles and Boats

Except for required service or deliveries, no Owner shall park or permit to be parked, either on a lot or within a street right-of-way within the plat, any vehicle designed or used for commercial purposes or containing exterior advertising matter; any swamp buggy; stock car, or other vehicle not normally used for highway travel; or any boat, trailer, or camper, except when such motor vehicle, boat, trailer, or camper is parked or stored within an enclosed garage.

9. Trash and Garbage

Garbage containers, lawn trimmings and trash stored for pickup shall comply with garbage and trash collection service rules. With the exception of garbage and trash properly stored for pickup, no refuse or unsightly objects shall be permitted to accumulate on or adjacent to a lot. Except when out for pickup, garbage containers shall be screened from view from the road.

10. Signs

No signs or advertising matter shall be placed or allowed to be placed on or adjacent to a single family lot by an owner, except one sign, of not more than two square feet

in area, containing the name and address of the owner. This prohibition shall not apply to model homes or homes under construction.

Amendment 10/7/1981 – adds association approval for Unit 3 only. See below.

11. Pets

Normal household pets, provided they are not kept, bred or maintained for any commercial purpose, may be kept by the Owners on a lot or in a building on a lot. All other animals are prohibited within the subdivision.

12. Clothes Lines

Clothes lines or drying yards shall be so located as not to be visible from the streets, waterways or adjoining lots.

13. Nuisance Activity

No noxious or offensive activity shall be carried on upon Kings Lake property, or upon any part, portion or tract thereof, nor shall anything be done thereon which may be or become a nuisance or an annoyance to the subdivision.

14. Fences

As amended 08/25/1980 - There shall be no property line type fences permitted. Other fences and structural screens must be visually attractive and must be approved by the Association as compatible with improvements in the neighborhood.

15. Driveways

Driveways and off street parking areas shall be paved or gravel surfaced.

16. Garages

Operable doors shall be provided for all garages. Garage doors shall be closed except when vehicles are entering or exiting.

17. Use of Lake

No engine driven boats of any kind shall be used on the lakes within the property. No engine driven motor vehicles, motorcycle, or moped shall be used within the Common Areas, except when such vehicles are used for maintenance of the Common Areas.

18. Mailboxes

Mailboxes and their supporting structure shall be uniform and approved by the Association.

Unit III, Amendments October 7, 1981

b. No owner of a residential Unit or single family lot within Kings Lake Unit No, 3 shall use any water from the lakes or drainage ditches within the West ½ of Section 7, Township 50 South, Range 25 East, Collier County, Florida, for irrigation purposes.

e. No signs or advertising matter shall be placed or allowed to be placed on or adjacent to a single family lot, unless such sign is approved by the KINGS LAKE HOMEOWNERS ASSOCIATION. This covenant shall apply to model homes, and homes under construction, as well as all other single family homes and lots.

Unit IV, Amendments June 23, 1983

2. b. Except for owners of residential units within Blocks B and C, Kings Lake Unit NO. 4, no owner of a residential unit or single family lot within Kings Lake Unit No.4 shall use any water from the lakes or drainage ditches within the West ½ of Section 7, Township 50 South, Range 25 East, Collier County, Florida, for irrigation purposes. Owners of residential units within Blocks B and C, Kings Lake Unit No. 4 may use water from the lakes or drainage ditches within Kings Lake Unit No. 4, but only upon the payment of a charge established by the Kings Lake Homeowners Association.

e. No signs or advertising matter shall be placed or allowed to be places on or adjacent to a single family lot, unless such sign is approved by the KINGS LAKE HOMEOWNERS ASSOCIATION. This covenant shall apply to model homes, and homes under construction, as well as all other single family homes and lots.

f. No roof for a building on a single family lot, except porch or garage roofs, shall be built with a center pitch less than five (5) feet high to 12 (12) feet horizontal. **See differing pitch requirement in original covenant above.**

g. No residence shall be erected on any single family lot unless said residence has a garage no less large than a 2-car garage.

Amendments July 8, 1983

No roof for a building on a single family lot, except porch or garage roofs, shall be built with a center pitch less than five (5) feet high to twelve (12) feet horizontal. **NOTE: Not sure if this applies just to Unit 3, or to all of Kings Lake.**

Amendment June 28, 2023, Article III, Section 19

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 a 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 operations 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 marketplaces.

Covenants Article VII, Remedies

In the event of a violation or breach of these restrictive covenants, the Association shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any rights, reservations, restriction, condition or limitation herein contained, however long continued, shall not be deemed a waiver of the right to do so hereafter. The invalidation by a court of any covenant herein contained shall not in any way affect any of the other covenants which shall remain in full force and affect. Any delinquent Owner agrees to pay a reasonable attorney's fee for the enforcement of these use restrictions. So long as the Developer owns a residential unit in KINGS LAKE UNIT NO. 1, the Developer shall have the right to proceed at law or in equity to compel compliance with the terms hereof so as to prevent the violation or breach of any of them.