This instrument prepared by: Joshua M. Bialek, Esq. Porter, Wright, Morris & Arthur LLP 9132 Strada Place, 3rd Floor Naples, Florida 34108

## SECOND CERTIFICATE OF AMENDMENT TO THE SECOND AMENDED AND RESTATE DECLARATION OF NEIGHBORHOOD COVENANTS FOR NORTHSHORE LAKE VILLAS

This Second Amendment to the Second Amended and Restated Declaration of Neighborhood Covenants for Northshore Lake Villas is made this 301 and of 144 2019, by Northshore Lake Villas Neighborhood Association, Inc. (the "Association").

## WITNESSETH:

WHEREAS, the Second Amended and Restated Declaration of Neighborhood Covenants for Northshore Lake Villas (the "Declaration") was recorded in Official Records Book 4674 at Page 662 of the Public Records of Collier County, Florida; and

WHEREAS, the Association is charged with the responsibility of administering the Community; and

WHEREAS, the Association wishes to amend the Declaration in accordance with the provisions of Section 12 of the Declaration; and

WHEREAS, this amendment was proposed by the Board of Directors pursuant to Section 12.2 of the Declaration and approved by an affirmative vote of a majority of the voting interests at a meeting of the Association held on July 30, 2019 and therefore the attached amendment to the Declaration was approved,

NOW, THEREFORE, in consideration of the foregoing, the Declaration is amended in accordance with the provisions of the Amendment to Declaration attached hereto as Exhibit "A".

WITNESSES:

Print Name: Justine Sielete

Print Name: Theodore R Walters

Northshore Lake Villas Neighborhood Association, Inc.

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Name: Colette

Title: President

STATE OF FLORIDA )
COUNTY OF COLLIER )

The foregoing was acknowledged before me this 30-b day of September, 2019, by Courtney J. Hill , President of Northshore Lake Villas Neighborhood Association, Inc., who is personally known to me or who has produced a driver's license as identification.

(SEAL)



Notary Public, State of Florida

Theodor R Mall

Theodore R. Walters

Printed Name of Notary Public

My commission expires: does not expire.

## **EXHIBIT A**

## AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION OF NEIGHBORHOOD COVENANTS FOR NORTHSHORE LAKE VILLAS

The Second Amended and Restated Declaration of Neighborhood Covenants for Northshore Lake Villas, shall be further amended as shown below:

NOTE: Strikethrough are deletions. Underlines are additions.

Article 11 of the Second Amended and Restated Declaration of Neighborhood Covenants for Northshore Lake Villas (the "Declaration"), is hereby amended as follows:

11.4 Leasing. All leases and any renewal thereof must and shall be deemed to contain the agreement of the tenant(s) to abide by all of the restrictions contained in the Governing Documents and shall be deemed to provide that a violation of the Government Documents is grounds for the Association to seek damages, termination and eviction and that the tenant and the Owner agree that the Association may proceed against either the Owner or the tenant and that the Owner or the tenant shall be responsible for the Association's costs and expenses, including attorneys' fees and costs. No Owner shall be permitted to rent or lease out a Dwelling Unit, Lot or any portion thereof for more that four (4) times in any calendar year a rental period of less than 4 weeks. No Owner shall be permitted to rent or lease out any dwelling unit more than four (4) times in any calendar year. No Owner shall be permitted to rent or lease out a Dwelling Unit, Lot or any portion thereof for more than one (1) year. There shall be no subletting of any Dwelling Unit or Lot nor may an Owner lease out less that their entire Dwelling Unit and Lot.