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RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL 06/08/2006 at 03:04PM DWIGHT E. BROCK, CLERK

REC FEE

27.00

Retn: KRAUS & BALLENGER PICK UP

(The space above this line is reserved for recording information.)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected President of SONOMA LAKE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, does hereby certify that the following resolution was duly proposed by the Board of Directors and approved by the owners of at least two-thirds (2/3) of the Lots who were present and voting, in person or by proxy, at the annual members' meeting held on March 17, 2006, after due notice, at which a quorum was present, for the purpose of amending the Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for Sonoma Lake at the Vineyards as originally recorded at O.R. Book 1468, at Page 2390, rerecorded at O.R. Book 1523, at Page 601, as further supplemented and amended at O.R. Book 1595, at Page 1407; O.R. Book 1768, at Page 676; O.R. Book 1808, at Page 43; O.R. Book 1822, at Page 1716; O.R. Book 1863, at Page 1763; O.R. Book 2278, at Page 915; and O.R. Book 2433, at Page 461, all in the Public Records of Collier County, Florida.

RESOLVED: That Article VII of the Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for Sonoma Lake at the Vineyards be and is hereby amended and is adopted in the form attached hereto and made a part hereof.

SONOMA LAKE Date HOMEOWNERS ASSOCIATION, INC. Robert Schultz, President Print name of Witness 75 Vineyards Boulevard, 3rd Floor Naples, Florida 34119 signature of Witness NANCY J. DUNCAN Fallula Henr Print name of Witness (SEAL) Bonded By National Notary At STATE OF FLORIDA **COUNTY OF COLLIER** facility 2006, personally appeared before me I hereby certify that on this day of Robert Schultz, as President of Sonoma Lake Homeowners Association, Inc., a Florida corporation not for profit, who executed the foregoing certificate in the name of, and on behalf of, said corporation. He (choose one) (is personally known to me or () has produced for identification and did not take an oath. Signature of Novary Public VANC 9 NAIVOY J. DUNCAN Notary Public - State of Florida Print name(bf Notary (SEAL)

My Commission Expires: 3 - 3 - 10

Commission Expires Mar 3, 2010

Commission # DD 487667 Bonded By National Notary Ass

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AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SONOMA LAKE AT THE VINEYARDS

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

Article VII of the Declaration of Restrictive Covenants, Conditions, Restrictions and Easements of Sonoma Lake at the Vineyards shall be amended as follows:

ARTICLE VII

USE OF PROPERTY

Section 1. Protective Covenants. In order to maintain the Site as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration and shall be considered as the initial rules and regulations of the Association.

(a) Home Use. All Lots shall be used, improved and devoted exclusively to residential use. Except in the case of married persons with children and legal dependants, no No more than (six) 6 persons may permanently reside in a Home. Nothing herein shall be deemed to prevent the Owner from leasing a Home for residential use, subject to all of the provisions of this Declaration, Articles of Incorporation, and By-Laws, as the same may be amended from time to time and Section 2 below. Time-shared ownership or use of Homes or Lots is prohibited.

* * *

- Section 2. Leasing. In keeping with the intent to develop a stable residential community, and prevent a motel-like atmosphere, the use and leasing of residential units by their owners shall be restricted as provided in this section. All leases of units must be in writing. A unit owner may lease his unit only in accordance with this Section.
- (a) Term of Lease and Frequency of Leasing. No Owner shall be permitted to rent or lease out a portion or any dwelling unit more than one (1) time in any calendar year, with the minimum lease term being six (6) months. 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 unless the extension or renewal has been approved by the Board. No subleasing or assignment of lease rights by the lessee is allowed.
- (b) Notice of Lease. An Owner intending to make a bona fide lease of his dwelling unit shall give to the Association notice of such intention at least twenty (20) days prior to the first day of occupancy under the lease, together with the name and address of the intended lessee, a copy of the proposed lease and any other information concerning the intended lessee as the Association may require. Within twenty (20) days after receipt of the notice and information, the Association must either approve or disapprove the lease. If no action is taken within twenty (20) days, then the lease shall be deemed approved. If the Association notifies the Owner that the lease is disapproved, then the lease shall not be made.

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(c) Approval of Lease Renewals. The Association shall also have the right to approve all lease extensions or renewals. An owner intending to lease extend or renew a lease of his residential unit shall give to the Association written notice of such intention at least twenty (30) days, but no more than sixty (60) days prior to the first day of the extended or renewed period under the lease together with such information as the Board may reasonably require. After the required notice and all information requested have been provided, the Board shall have twenty (20) days in which to approve or disapprove the proposed lease extension or renewal. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

- (d) Failure to Obtain Approval. Any lease entered into without approval of the Association as required herein may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the owner.
- (e) Other Procedures. Forms for lease notification and applications for authority to extend or renew a lease shall be given to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The Board may in its discretion further regulate leasing procedures so long as the further regulations do not conflict with this Declaration.
- (f) Transfer Fees. The Board may require the payment of a preset screening/transfer fee in connection with the approval of a transfer or lease as provided for in this Declaration. Said screening fee is presently set in the amount of One Hundred Dollars (\$100) per applicant, such amount to change from time to time by action of the Board of Directors. No approvals shall be given unless the fee has been paid. Such fee shall not be required for the approval of a lease renewal or extension.