

Telese L. Zuberer, Esq.
Community Association Law
Circuit Certified Mediator

November 16, 2022

Via: Email Only

Stacia Searcy Assoc. Manager
Community Association Management by Stacia, Inc.
stacia@cam-ss.com

**Re: Marshall's Landing Community Association, Inc. /
Declaration Amendment regarding Rental Restrictions and
Bylaws Amendment regarding Annual Meeting Date**

Dear Stacia,

Enclosed please find the Certificate of Amendment to the Declaration of Protective Covenants For Marshall's Landing ("Declaration") and to the Bylaws of Marshall's Landing Community Association, Inc. ("Bylaws") that has been recorded in the Public Records of Manatee County, Florida, which sets forth new leasing restrictions and procedures, including a 6-month minimum lease, application, transfer fee, background check, interview and Board approval requirements. Also amended were the Bylaws removing the requirement to hold an Annual Meeting in March and replacing with more general authority of the Board. The amendment to the Declaration and to the Bylaws can be found in the Public Records of Manatee County under Instrument #202241136833.

Pursuant to Florida Statutes Section 720.306(1)(b), within thirty (30) days after recording an amendment, the Association shall provide copies of the document to the Members. However, if the text of the amendment to the Declaration was provided to the Members in full before being approved, and none of the wording was altered, then in lieu of providing a copy of the Declaration amendment, the Association can fulfill the requirements of Florida Statutes Section 720.306(1)(b) by providing notice to the Members that the Declaration amendment was adopted, identifying that the recording information of the amendment from the Public Records of Manatee County as outlined above, and advising that a copy of the amendment is available at no charge upon written request to the Association. The Association must therefore provide either such notice or a copy of the amendment to the Declaration to the Members by no later than **December 16, 2022**.

If you have any questions, please do not hesitate to contact me at your earliest convenience.

Very truly yours,

Telese L. Zuberer, Esq.
For the Firm
Document #1637842

Enclosures: 1

Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
Offices in Sarasota, Manatee, and Charlotte Counties
Established 1953

Prepared by & Return to:
Telese L. Zuberer, Esq.
Icard Merrill et. al
2033 Main Street, Ste. 600
Sarasota, FL 34237

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF PROTECTIVE
COVENANTS FOR MARSHALL'S LANDING
AND
TO THE BYLAWS OF MARSHALL'S LANDING COMMUNITY ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT is executed this 8th day of
November, 2022, by Marshall's Landing Community Association, Inc., a Florida
not-for-profit corporation ("Association").

RECITALS

WHEREAS, the Association has been established for the operation of Marshall's
Landing in accordance with the Declaration of Protective Covenants For Marshall's Landing
recorded on October 26, 2007 in Official Records Book 2232 Page 5088 of the Public Records of
Manatee County, Florida, as amended from time to time ("Declaration");

WHEREAS, Section 14.5(b) of the Declaration provides that the Declaration may be
amended by the affirmative vote of Members holding at least two-thirds (2/3) of the Voting
Interests,

WHEREAS, Article 10.3 of the Bylaws of Marshall's Landing Community Association,
Inc. ("Bylaws") provides that the Bylaws may be amended by the Members at any regular or
special meeting and must be approved by sixty-seven (67%) percent of the total Voting Interests,

WHEREAS, a Membership Meeting was held on October 25, 2022, which meeting was
duly noticed, and a quorum was present in accordance with Section 4.3 of Article 4 of the
Bylaws; and

WHEREAS, amendments to Article 8 of the Declaration and Section 4.1 of the Bylaws
were submitted to and approved by the requisite number of Lot Owners in the Association.

NOW THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. *New language is indicated by underlined type.
Deleted language is indicated by ~~struck-through type~~.*

3. A new Section 8.24 of Article 8 of the Declaration shall be added as follows:

8.24 Leasing and Occupancy. Each Home on a Lot may be leased and occupied only in accordance with the following provisions:

- (a) **Occupancy of Homes by Guests. Occupancy of a Home by Guests as defined in Article 1 of this Declaration shall only be permitted in accordance with this provision. All Guests must comply with the provisions of the Declaration, the Condominium Act, the Association's Bylaws and Articles of Incorporation and the Rules and Regulations of the Association. Failure to adhere to such provisions shall entitle the Association to proceed against the Owner to force compliance and/or seek to have the Guest removed from the property. The Board of Directors may promulgate such Rules and Regulations as it deems necessary to effectuate the intent of this provision, including Rules requiring affidavits of occupancy and/or proof of familial relationship.**
- (b) **Leasing Privileges. An Owner may lease only the entire Home, and then only in accordance with this Section. The ability of an Owner to lease the Home is a privilege, not a right. The privilege may be suspended by the Board of Directors if it is abused by the Owner, if an Owner's tenants fail to comply with the use restrictions detailed in this Declaration, or if the Owner fails or refuses to follow the required procedures.**
- (c) **Leases must be previously approved by the Board. Within thirty (30) days from the receipt of the Owner's written notice of intent to lease his/her/its Home, and any additional information that may be required by the Board, including a background check, the Board of Directors shall either approve or disapprove of the lease. Failure of the Board to respond within thirty (30) days from receipt of all information necessary and required by the Board shall be deemed as an approval of the lease. The Board may deny permission to lease upon any reasonable grounds, including without limitation: (1) failure of the Owner to submit all documents required for approval or to submit the screening fee as described below; (2) the Owner is delinquent in payment of any monetary amount due to the Association; (3) occupancy by the proposed Tenant would violate any provision of the Governing Documents or Rules and Regulations of the Association; (4) the Owner or proposed Tenant makes any misrepresentation on any of the lease approval forms; or (5) proposed tenant is a convicted felon whose civil rights have not yet been restored or has a background that is of questionable morals. If the Association disapproves a proposed lease or renewal, the Owner shall receive a statement indicating same, and the lease shall not be made or renewed and the proposed Tenant(s) shall have no right of occupancy. Any lease made in violation of this Declaration shall be voidable and the Association may institute suit to evict the Tenant(s). The Association shall neither have a duty to provide an alternate Tenant nor shall it assume any responsibility for the denial of a lease application.**
- (d) **Tenancy Before Approval. No Tenant may occupy a Home prior to obtaining the Board of Directors' approval unless the Tenant has been previously approved**

and is awaiting approval of a lease renewal. A lease application shall be deemed automatically withdrawn if the prospective Tenant occupies the Home prior to receipt of approval from the Board of Directors and any lease in existence shall be deemed voidable in the Board of Directors' sole discretion.

- (e) Term of Lease.** A Home may not be leased for less than six (6) months and may not be leased more than three (3) times in a calendar year.
- (f) Lease Forms.** The Association shall have the authority to require Owners to use an approved lease form for all leases. The Owner shall provide the Association with a copy of the approved executed lease within ten (10) days after the commencement of said lease. It shall be the responsibility of the Owner to provide the Tenant with a copy of the Governing Documents, as well as the Rules and Regulations, and every lease shall be deemed to contain a provision that the Tenant is subject to same.
- (g) Tenant Interviews.** In order to determine that proposed Tenants are familiar with the Association's Governing Documents, the Board of Directors, at its option, shall have the right to require a personal interview with a proposed Tenant prior to granting or denying approval for occupancy. The Board of Directors may designate a committee or any individual(s) to conduct such interview.
- (h) Screening Fee.** The Association shall have the authority to charge a non-refundable screening fee in connection with the approval required for the leasing of a Home. Said fee may be increased or decreased by resolution of the Board of Directors from time to time but shall not exceed the highest fee permitted by law.
- (i) Occupancy During Lease Term.** No one but the Tenant, the interviewed members of the Tenant's family, and Guests may occupy the Home during the lease term.
- (i) Unauthorized Leases & Violations.** In the event of an unauthorized lease or any violation by the Tenant of the Governing Documents, or Rules and Regulations of the Association, the Association shall have the right to evict a purported Tenant in the name of the Owner as the proposed landlord. Said Owner shall reimburse the Association for all expenses, including attorneys' fees and disbursements incurred in connection with such proceedings and the Association may levy a Special Assessment, therefore.
- (k) Regulation by Association.** All of the provisions of the Governing Documents and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a Home as a Tenant or Guest to the same extent as against the Owner.

4. Section 4.1 of Article 4 of the Bylaws shall be amended as follows:

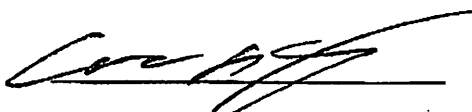
4.1. **Annual Meeting.** The annual meeting of the Members shall be held at about the same time each calendar year at a day, place and time designated during the month of March of each year on a day and at a time determined by the Board; provided that notice pursuant to Section 4.3 is given at least 30 days prior to the date set for the annual meeting. The annual meeting shall be for the purpose of electing directors and transacting any other business authorized to be transacted by the Members.

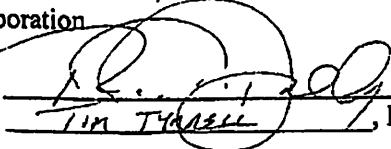
5. All current and future Lot Owners in Marshall's Landing are hereby bound by the attached document.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 8TH day of November, 2022.

WITNESSES:

MARSHALL'S LANDING COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation


Print Name: Charles Maloney

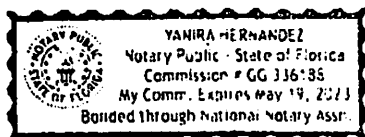
By: 
TIM TYRRELL, President

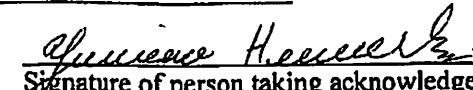
Print Name: Nathalie Pingo

(Seal of Corporation)

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of November, 2022 by Tim Tyrrell as President of Marshall's Landing Community Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation. He/she is personally known to me of has produced _____ as identification.




Signature of person taking acknowledgement
Yanira Hernandez
Name typed, printed or stamped

Title or rank

Serial number, if any

[SECOND SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 09 day of November, 2022.

WITNESSES:

MARSHALL'S LANDING COMMUNITY
ASSOCIATION, INC., a Florida not-for-profit
corporation

[Signature]
Print Name: Bafael Hernandez

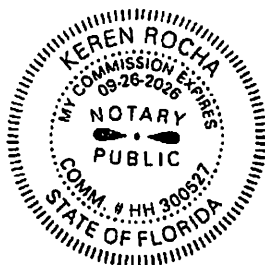
By: [Signature], Secretary

[Signature]
Print Name: Robert Bouley

(Seal of Corporation)

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 09 day of November, 2022 by
Ronald Rivas as the Secretary of Marshall's Landing Community
Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation. He/she is
personally known to me or has produced FLID as identification.



[Signature]
Signature of person taking acknowledgement
Keren Rocha
Name typed, printed or stamped

Title or rank

Serial number, if any