

**CERTIFICATE OF AMENDMENT**

THE UNDERSIGNED, being the duly and acting President of Marsh Landing Community Association at Estero, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on March 27, 2007, 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 Covenants, Conditions, and Restrictions for Marsh Landing, and the By-Laws of Marsh Landing Community Association at Estero, Inc, as originally recorded in O.R. Book 725 at Pages 664 *et seq.*, Public Records of Lee County Florida.

1. The following resolution was approved by the affirmative vote (in person or by proxy) or written consent of members representing two-thirds or more of the voting interests of the Association authorized to vote on amendments.

**RESOLVED:** That the Declaration of Covenants, Conditions and Restriction for Marsh Landing is hereby amended and the amendment is adopted in the form attached hereto and made a part hereof.

2. The following resolution was approved by the affirmative vote (in person or by proxy) or written consent of members representing two-thirds or more of the voting interest of the Association authorized to vote on amendments.

**RESOLVED:** That the By-Laws of Marsh Landing Community Association at Estero, Inc., are hereby amended and re-stated and is adopted in the form attached hereto and made a part hereof.

Date: 5/2/07

MARSH LANDING COMMUNITY ASSOCIATION AT ESTERO, INC.

(1) *Marlene R. Grove*  
Witness

By: *Robert J. DiMaio*  
Robert J. DiMaio, President  
20215 Grassy Pine Drive  
Estero, FL 33928

Print Name: MARLENE R. GROVE

(2) *James R. McCrow*  
Witness

Print Name: JAMES R. McCrow

(CORPORATE SEAL)

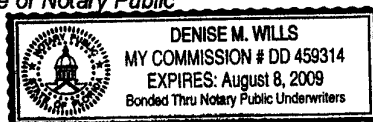
STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 2ND day of MAY, 2007, by Robert J. DiMaio, President of the aforementioned Corporation, on behalf of the Corporation. He is personally known to me or has produced PERSONALLY KNOWN as identification.

*Denise M. Wills*  
Signature of Notary Public

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



**RESTATED  
BY-LAWS OF  
MARSH LANDING COMMUNITY ASSOCIATION AT ESTERO, INC.  
A Florida not for profit Corporation**

The By-Laws of Marsh Landing Community Association at Estero, Inc., shall be restated as shown below:

**NOTE:           SUBSTANTIAL REWORDING OF BY-LAWS  
                  SEE ORIGINAL BY-LAWS FOR ORIGINAL TEXT**

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is MARSH LANDING COMMUNITY ASSOCIATION AT ESTERO, INC. The principal office of the corporation shall be at such location within Florida as may be determined from time to time by the Board of Directors... Meetings of members and directors may be held at such places within Lee County in the State of Florida as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

**SECTION 1:** "Association" means Marsh Landing Community Association at Estero, Inc., the purpose of which is to administer the Common Properties in accordance with the provisions of this Declaration and the governing documents of the Association.

**SECTION 2:** "Common Properties" means (i) those areas of land, together with improvements thereon, if any, either shown on the Development Plan or any Plat as such and intended to be devoted to the common use and enjoyment of the owners of the Properties, excluding any land and improvements which may have been dedicated to a governmental entity and accepted for maintenance by such governmental entity, and (ii) those areas of land, together with improvements thereon, as might be independently submitted as Common Properties by amendment to this Declaration by the Developer. The Surface Water Management System is hereby declared to be a part of the Common Properties and to the extent same lies outside the Properties, the Developer does hereby create easements for such purposes as are necessary or appropriate to the maintenance and use of the Surface Water Management System.

**SECTION 3:** "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions of Marsh Landing applicable to the planned development and recorded in the Public Records of Lee County, Florida.

**SECTION 4:** "Lot or Unit" means any portion of the Properties (other than the Common Properties shown on the Development Plan) as intended to be separately subdivided, provided that from and after recordation of a Plat with respect to any portion of the Properties, Lots or Units for such portion of the Properties shall consist of those Lots or Units set forth on the Plat.

**SECTION 5:** "Member" shall mean and refer to any person entitled to membership in the Association as provided in the Articles, Bylaws and Declaration.

**SECTION 6:** "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Unit but shall not mean or refer to a mortgagee of such Lot or Unit unless and until such mortgagee has acquired title pursuant to foreclosure of any proceeding in lieu of foreclosure.

**SECTION 7:** "The Properties" shall mean the real property described in the Declaration and the development of the said property for residential use under a homeowners association for the purpose of enhancing and protecting the value, attractiveness and desirability of the lots comprising such development.

### **ARTICLE III** **MEETINGS OF MEMBERS**

**SECTION 1:** Annual Meetings. There shall be an annual meeting of the members in each calendar year. Annual members meetings shall be at a convenient location in Lee County, Florida at a day, place and time as may be determined by the Board of Directors for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members.

**SECTION 2:** Special Meetings. Special meetings of members may be called at any time by the president or by a majority of the members of the Board of Directors, or upon written request of ten percent (10%) of the membership.

**SECTION 3:** Notices of all meetings of the members must state the time, date, and place of the meeting and include an agenda for the meeting. The notice must be mailed to each member at the address which appears on the books of the Association, or may be furnished by personal delivery or by electronic transmission. The member bears the responsibility for notifying the Association of any change of address. The notice must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. If ownership of a lot has been transferred or the Association is not notified of such transfer after notice has been mailed, no separate notice to the new owner is required. Notice of any meeting may be waived in writing by any person entitled to receive such notice. Attendance at any meeting by a member constitutes waiver of notice by

that member, unless the member objects to the lack of notice at the beginning of the meeting. Notice of lot owner meetings called to recall the board members, may be given by electronic transmission to lot owner who consent to receive notice by electronic transmission.

**SECTION 4: Quorum.** The presence at the meeting, in person or by proxy, of at least thirty percent (30%) of the total voting interests shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or these By-Laws. A quorum of the Master Association is one hundred thirteen (113) based on 376 units. If a

quorum is not present at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

**SECTION 5: Proxies.** At all meeting of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies shall be revocable, and the proxy of any owner shall automatically terminate on conveyance by him of his lot.

**SECTION 6: Actions by Members without meeting.** Except for the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the members may be taken without a meeting if written consents or other instruments expressing approval of the action proposed to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect on the date the requisite number of written consents are received, as if on the date the requisite number of written consents are received the action had been approved by vote of the members at a meeting of the members held on said date. Within ten (10) days after the date the requisite number of consents is received, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph affects the rights of members to call a special meeting of the membership as provided herein or by law. If the vote is taken by the method described in this section, the list of Lot and Condominium Unit owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.

## **ARTICLE IV**

### **BOARD OF DIRECTORS, TERM OF OFFICE, REMOVAL**

**SECTION 1: Number.** The affairs of the Association shall be managed by not less than five (5) directors, one (1) each from the condominiums, villas, single family homes and two (2) at-large, all of whom shall be members of the Association. Condominium owners elect one (1) Director representing

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condominiums. Villa owners elect one (1) Director representing villas. Single Family homeowners elect one (1) Director representing single-family homes. The entire membership of the Master Association elects the two (2) Directors at-large.

**SECTION 2: Term of Office.** At the first election of the Board after the adoption of this amendment, the candidates receiving the highest number of votes from each of the three (3) housing types shall serve two (2) year terms on the Board. The two (2) Directors at-large shall each serve a one (1) year term on the Board. After the first election, all subsequent terms shall be two (2) year terms.

## **ARTICLE V**

### **BOARD OF DIRECTORS, POWER AND DUTIES**

**SECTION 1: Powers.** The Board of Directors shall have the power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Properties and facilities including the personal conduct of the members and their guests thereon; and to establish penalties for infractions of such rules and regulations.
- (b) Suspend the voting rights and right to use of the recreational facilities of any member during any period in which such member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for infraction(s) of published rules and regulations.
- (c) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation, or by other provisions of these By-Laws.
- (d) Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

**SECTION 2: Duties.** It shall be the duty of the Board of Directors to:

- (a) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;
- (b) As more fully provided in the Declaration, to:
  - (1.) Fix the amount of the Periodic Assessment and any Special Assessments against each lot or unit in advance of each annual assessment year.
  - (2.) Send written notices of each assessment to every owner subject thereto in advance of each assessment year.

- (3.) Foreclose the lien against any property for which assessments are not paid as provided in the Declaration or to bring an action at law against the owner personally obligated to pay the same.
- (c) Issue, or cause an appropriate officer to issue on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates.
- (d) Procure and maintain liability and hazard insurance on all property owned by the Association.
- (e) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (f) Cause the common properties to be maintained.

## **ARTICLE VI**

### **OFFICERS AND THEIR DUTIES**

**SECTION 1: Enumeration of Offices.** The officers of the Association shall be a president and vice president, who shall at all times be members of the Board of Directors, and a secretary, treasurer, and such other officers as the Board may from time to time by resolution create.

**SECTION 2: Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of members.

**SECTION 3: Term.** The officers of the Association shall be elected annually by the Board. Each shall hold office for a term of one (1) year unless he/she shall resign, or shall be removed or otherwise disqualified to serve.

**SECTION 4: Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

**SECTION 5: Resignation and Removal.** Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**SECTION 6: Vacancies.** A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he/she replaces.

**SECTION 7: Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

**SECTION 8: Duties.** The duties of the officers are as follows:

- (a) **President.** The President shall be the chief executive officer of the Association; he/she shall preside at all meetings of the members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He/she shall execute bonds, mortgages, and other contracts and documents requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other office or agent of the Association.
- (b) **Vice-President.** The vice-president shall act in the place of the president in the event of his/her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.
- (c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and affix it to all papers so requiring; serve notice of meetings of the Board to members; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties as may be required by law.
- (d) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall keep proper books of the accounts; shall cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each member upon request, and a report on which shall be given at the annual meeting of members.
- (e) **Check signing.** Parties authorized to withdraw Association funds through the signing of checks or otherwise shall be determined by the Board of Directors. The Board may designate as many of its members as it deems appropriate for check signing or other withdrawals, and

may also designate third parties (such as community association managers) as authorized signatories. All checks and other orders of withdrawal shall bear at least two (2) signatures. All reserve checks require two (2) signatures of Board members.

(f) Compensation of Directors. No compensation shall be paid to any member for service as a Director or Officer of the Association, but Directors and Officers shall be entitled to expenses reasonably incurred and approved by the Board of Directors.

(g) Delegation of Management. The Association may contract for the management and maintenance of Marsh Landing and employ a licensed manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds made available by the Association for such purposes. The Association and its officers however, shall retain at all times the powers and duties provided in the Governing Documents and Chapter 720, Florida Statutes.

## **ARTICLE VII COMMITTEES**

The Board of Directors may appoint committees, as it deems appropriate in the performance of its duties. The Board of Directors may appoint various Board members to serve as liaison to assist committee chairs in the performance of their duties

## **ARTICLE VIII ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association Periodic and Special Assessments which are secured by a continuing lien on the property against which such assessments are made. All Periodic Assessments shall be paid as provided in the Declaration. Any assessments not paid when due are considered delinquent. If an assessment is not paid within ten (10) days after the due date, the assessment shall be subject to a late fee and bear interest from the date when due at the rate established by the Board of Directors, not to exceed the maximum legal rate of interest, and the Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the Unit which is subject thereto. Interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by nonuse of the common properties or abandonment of the Unit.



**ARTICLE IX**  
**BOOKS AND RECORDS, INSPECTION**

The books, records, and papers of the Association shall be subject to inspection by any member within ten (10) business days after receipt of a written request for such access. The Declaration, Articles of Incorporation, and By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

**ARTICLE X**  
**CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: MARSH LANDING COMMUNITY ASSOCIATION AT ESTERO, INC.

**ARTICLE XI**  
**AMENDMENTS**

Except as otherwise provided by law, these By-laws shall be amended if the proposed amendment is approved by at least two-thirds (2/3rds) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose. Alternatively, amendments may be adopted without a meeting following the procedure set forth in Article 3, Section 6 of these Bylaws.

**ARTICLE XII**  
**FISCAL YEAR**

The fiscal year of the Association shall be the calendar year

**ARTICLE XIII**  
**EMERGENCY POWERS**

In the event of any "emergency" as defined in Paragraph (G) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

- (A) The Board may name as assistant officer's persons who are not Directors, which assistant officers will have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

- (B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.
- (D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.
- (E) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- (F) These emergency Bylaws supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (G) An "emergency" exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event, such as a hurricane, earthquake, act of war, civil unrest or terrorism, or other similar event. An "emergency" also exists during the period of time that civil authorities have declared that a state of emergency exists in, or have ordered the evacuation of, the area in which the Community is located, or have declared that area a "disaster area." A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

#### **ARTICLE XIV** **CONFLICTS**

In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; in case of any conflict between the Declaration and the Articles, the Declaration shall control.

**AMENDMENTS TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR MARSH LANDING  
COMMUNITY ASSOCIATION AT ESTERO, INC.**

The Declaration of Covenants, Conditions and Restrictions for Marsh Landing Community Association at Estero, Inc. shall be amended as shown below:

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

1. Article II, Section 1, of the Declaration of Covenants, Conditions and Restrictions shall be amended to read as Follows:

**Section 1 General.** Every owner shall have a right and easement of enjoyment in and to the Common Area, subject to any restrictions, limitations or provisions contained in this Declaration or any deed of conveyance to the Association. Such right and easement may be delegated to the members of one's family and his or her tenants and invitees, subject to such regulations or procedures as may be adopted by the Board. The aforementioned right and easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot or unit subject to the following reservations, rights, and provisions:

(a) the right of the Association to suspend an Owner's voting rights and right to use the facilities as may be located on the Common Area for any period during which any assessment of the Association or assessment of a Neighborhood Association remains unpaid, and for any infraction of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter, ~~not to exceed thirty (30) days;~~

2. Article XI, Section 2, of the Declaration of Covenants, Conditions and Restrictions shall be amended to read as follows:

Section 2. Temporary Structures. ~~Subject to Developer's and Builder/Owner's reserved right herein, no structure of a temporary character, whether trailer, basement, tent, shed, garage, barn or other outbuilding,~~

No structure of a temporary character, whether trailer, basement, tent, shed, garage, barn or other outbuilding, with the exceptions of 'POD like' storage containers, shall be maintained or used on any Lot at any time as a residence or for any other purpose, either temporarily or permanently. 'POD like' storage containers may be placed upon a driveway for a period not to exceed 3 days, provided prior approval for a Special Parking Permit has been obtained, from the Association. No portable buildings are to be permanently or semi-permanently stored in the public street right-of way, driveways or lawns.

~~No garage servants' quarters, or other permitted accessory structure shall be erected, placed, or maintained on any Lot until construction of a main residential dwelling has commenced. Any structure on which construction has commenced must be completed within a reasonable length of time. No boat trailers, boats, travel trailers, inoperative automobiles, campers, vehicles or any kind, or portable buildings are to be permanently or semi-permanently stored in the public street right-of-way, or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind a fence which encloses the rear of the Lot.~~

3. Article XI, Section 3, of the Declaration of Covenants, Conditions and Restrictions shall be amended to read as follows:

**Section 3. Signs and Billboards.** ~~No signs, billboards, posters, or advertising devices of any character shall be permitted anywhere within Marsh Landing, including but not limited to, those posted in windows of buildings, on boats, trailers or in or on motor vehicles except for one (1) temporary real estate "For Sale" sign that conforms to the standards and specifications adopted by the Board of Directors. Such signs may only be posted in locations designated by the Board of Directors.~~

~~or maintained on any Lot or plot without the express prior written consent of the Board of Directors, except for Builder/Owners, who may place on each Lot owned by such Builder/Owner during the construction and sales period of improvements not more than one (1) sign of not more than five (5) square feet of sign space. The right is reserved by Developer to construct and maintain such signs, billboards, or advertising devices as is customary in connection with the general sale of Property~~

4. Article XI, Section 6, of the Declaration of Covenants, Conditions and Restrictions shall be amended and restated to read as follows:

**Section 6. Motor Vehicles.** ~~Abandon or inoperable vehicles or oversized vehicles of any kind shall not be stored or parked on any portion of the property. "Abandoned" and/or "inoperable vehicles" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer, provided, however, this shall not include vehicles parked or operable vehicles registered with the Association and parked in driveways by their owners. A written notice requesting the "abandoned and inoperable vehicle" and requesting removal thereof may be personally served upon the owner or posted on the unused vehicle; and if said vehicle has not been removed within seventy two (72) hours thereafter, the Association shall have the right to remove same without liability to it and the expense thereof shall be charged against the owner. "Oversized" vehicles, for the purposes of this Section shall be considered vehicles which are too high to clear the entrance of a standard residential garage.~~

No commercial vehicles or campers, mobile homes, motorcycles, house trailers or trailer of every other description, recreational vehicles, boats, boats with trailers, house trailers or vans shall be permitted to be parked or stored on any property without the express written consent and approval by the Association, in its sole and unbridled discretion. For the purpose of this Section "commercial vehicles" shall mean those of which are not designed and used for customary personal/family purposes. The absence of commercial type letters or graphics on a vehicle shall not be dispositive as to whether or not it is a commercial vehicle. Passenger vans and other vehicles situated on a truck chassis such as Suburbans, Explorers and Jeeps shall be considered noncommercial unless used as a commercial vehicle. The prohibitions of parking contained above in this Section shall not apply to temporary parking of a commercial vehicle, such as, construction use or providing pick-up and delivery and other commercial services. No parking on areas other than pavement shall be permitted.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations promulgated by the Board, may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or theft, nor guilty of any criminal act, by reason of such towing; and, once the notice is posted, neither its removal nor failure of the owner to receive it for any reasons, shall be grounds for relief of any kind.

**Section 6.1 Motor Vehicles.** Abandoned or inoperable or unregistered vehicles of any kind shall not be stored or parked outside on any portion of the property. "Abandoned" and/or "inoperable vehicles" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer: A written notice requesting the removal of an unregistered, abandoned or inoperable vehicle may be personally served upon the owner or posted on the unused vehicle; and if said vehicle has not been removed within seventy-two (72) hours thereafter, the Association shall have the right to remove same without liability to it and the expense thereof shall be charged against the owner.

**6.2 Vehicle Restrictions.** No commercial vehicles or campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats with trailers, house trailers or vans both licensed or unlicensed shall be permitted to be parked on any property or street side. For the purpose of this Section "commercial vehicles" shall mean those that are not designed and used for personal/family purposes. The absence of commercial type letters or graphics on a vehicle shall not be dispositive as to whether or not it is a commercial vehicle. Passenger

vans and other vehicles situated on a truck chassis shall be considered noncommercial unless used as a commercial vehicle. The prohibitions of parking contained above in this Section shall not apply to temporary parking of a commercial vehicle, such as, construction use or providing pick-up and delivery and other commercial services.

**6.3 Parking.** No parking on areas other than pavement shall be permitted. Parked vehicles shall not block mailboxes, driveways, speed control signs or cause roadway hazards that impede the safe passage of emergency vehicles. Parking within 15 feet of a stop sign or intersection is expressly forbidden.

**6.4 Other Vehicles.** Gasoline powered motorcycles, motor scooters, ATV's, go-carts and similar powered vehicles must be licensed and registered with the State of Florida to be legally operated on Association roadways. Operators must be at least 16 years of age and properly licensed. Electric powered golf carts and scooters are exempted from licensing and registration requirements.

**6.5 Special parking permits:** Owners only may apply for a special permit to temporarily park recreational vehicles, trailers, boat trailers, 'POD's' or moving vans, and trailers on their driveways or Association roads and parking areas. Special parking permits are issued by, denied, or revoked at the sole discretion of the Master Association Board of Directors. Special parking permits are for a maximum period of three (3) days and two (2) nights and must be prominently displayed on the vehicle so as to be readily visible from the street. Any vehicle temporarily parked with a special parking permit is subject to all of the Association's street-parking restrictions. Special parking permits will not be issued, and those already issued will be null and void immediately upon the issuance of a tropical storm or hurricane watch or warning by the National Hurricane Center.

**6.6 Remedies.** Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations promulgated by the Board, may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Board of Directors reserves the right to immediately tow or remove a vehicle that presents an obvious safety hazard to the community. The Association shall not be liable to the owner of such vehicle for trespass, conversion or theft, nor guilty of any criminal act, by reason of such towing; and once the notice is posted, neither its removal nor failure of the owner to receive it for any reason, shall be grounds for relief of any kind.

5 Article XI, Section 7 of the Declaration of Covenants, Conditions and Restrictions shall be amended to read as follows:

**Section 7 Pets.** ~~No horses, cows, hogs, swine, poultry, monkeys, or livestock of any kind (other than house pets of reasonable kind, size and number) may be kept on any Lot lot or condominium unit. Household pets such as cats, dogs, birds, fish, hamsters, ferrets, gerbils, guinea pigs, and rabbits are permitted. The ability to keep such a pet is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of Marsh Landing. Should such pets become a nuisance in the opinion of the Developer or Board, they must be removed from the Properties. No pets are to run at-large. The owner of the pet shall hold the Association, its officers and directors harmless from any liability or loss arising from the keeping of the pet in Marsh Landing.~~

6 Article XI, Section 10 of the Declaration of Covenants, Conditions and Restrictions shall be amended and restated to read as follows:

~~**Section 10. Use.** All units located within the development as described on attached Exhibit "A" shall be used, improved and devoted exclusively to single family residential use; provided, however, nothing shall be deemed to prevent the owner from leasing a unit to a single family for a minimum rental period of six months subject to all the provisions of this Declaration. Single family means one person or group of two or more natural persons, each of whom is related to each of the others by blood, marriage, or adoption (exclusive of household employees; or not more than two persons not so related, who reside together as a single non-profit household. These use restrictions shall not be construed in such a manner as to prohibit a unit owner from maintaining his person professional library, keeping his personal business or professional records or accounts or handling his personal business or professional telephone calls or correspondence in and from his dwelling. Such uses are expressly declared customarily incident to the principal residential use. No other commercial or business uses are permitted whatsoever.~~

**Section 10 Use and Occupancy of Lots and Condominium Units**

**10.1 All units located within the development as described on attached Exhibit "A" shall be used, improved and devoted exclusively to single family residential use; provided, however, nothing shall be deemed to prevent the owner from leasing a unit to a single family for a minimum rental period as stated below subject to all the provisions of this Declaration. Sub-Leasing is not permitted.**

The ability of a lot or condominium unit owner to lease his or her lot or condominium unit to others is a privilege, not a right. The privilege may be revoked by the Board of Directors if it is abused by the owner.

10.2 Single family means one person or group of two or more natural persons, each of whom is related to each of the others by blood, marriage, or adoption (exclusive of household employees); or not more than two persons not so related, who reside together as a single household

10.3 Notice by the Lot or Condominium Unit Owner. An owner intending to lease his or her unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) 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. The Board of Directors may exercise discretionary power in certain special, or emergency situation(s) to expedite the approval process. Any owner that fails to complete the necessary paperwork and /or pay all applicable fees will be in violation, and subject to a fine.

10.4 Term of Lease: No unit may be leased for a term of less than Sixty (60) days.

10.5 Frequency of Leasing No unit may be leased more often than three (3) times in any calendar year. The first day of the occupancy under the lease shall determine in which year the lease occurs.

10.6 Fees Related to the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a unit, the Association may charge the owner a preset fee to process the application and transfer the use of the amenities to the lessee, such fee not to exceed the maximum fee permitted by law. The unit owner may not have use of the amenities during the term of the lease. Additional processing fees may be charged by the Neighborhood Association.

10.7 Occupancy when owner is not present. Upon written notification to the Board of Directors, a unit may be occupied by a single family of guests or immediate family for a period not to exceed twenty-one (21) days when the unit owner is not present. This written notification must include the names, addresses, and relationship to the owner of all persons to occupy the unit. The transfer fee is not required.

#### 10.8 Definitions

10.8.1 Guest. Any person who is physically present in or occupies a unit on a temporary basis (21 days or less) at the invitation of the unit owner without the payment of consideration



**10.8.2 Immediate family.** Any of the following are considered immediate family: parents, grandparents, grandchildren, children, brothers, and sisters and their children..

**10.9 Use Restrictions.** These use restrictions shall not be construed in such a manner as to prohibit a unit owner from maintaining his personal professional library, keeping his personal business or professional records or accounts or handling his personal business or professional telephone calls or correspondence in and from his dwelling. Such uses are expressly declared customarily incident to the principal residential use. No other commercial or business uses are permitted whatsoever.

**10.10 Unapproved Transactions.** Any transaction, which is not approved pursuant to the terms of this Declaration, shall be void unless subsequently approved by the Association.