

**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 22, 2011, 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 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 Restrictions for Marsh Landing Community Association at Estero, Inc. is hereby amended and the amendments are adopted in the form attached hereto and made a part hereof.

Date: April 6, 2011

**MARSH LANDING COMMUNITY ASSOCIATION AT ESTERO, INC.**

BY: Concetta Mansfield  
Concetta Mansfield  
23203 Marsh Landing Blvd.  
Estero, FL 33928

(1) James R McCrow  
Witness

Print Name: JAMES R McCrow

(2) Marlene R. Grove  
Witness

Print Name: MARLENE R. GROVE

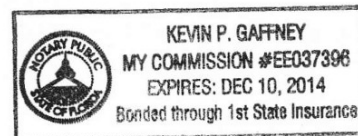


**STATE OF FLORIDA**

**COUNTY OF** Collier

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of April 2011, by Concetta Mansfield, President of the aforementioned Corporation, on behalf of the Corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

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



Kevin P. Gaffney

**Article VII Section 2 Lien of the Declaration of Covenants, Conditions and Restrictions of Marsh Landing Community Association at Estero, Inc. shall be amended to read as follows:**

(Additional text will be underlined, removed text shall be ~~struck through~~)

**Article VII**

**Section 2. LIEN**

(e) The Association's lien shall be subordinate only to that of the first mortgagee. The Association shall be entitled to recover any and all funds from a first mortgagee as they would be entitled to recover in accordance with Chapter 720 of the Florida, as it may be amended from time to time, and or any and all other statutes and subsequent legislation governing entities created as homeowners associations. All subsequent owners, other than those specifically exempted by Florida Statutes are jointly and severally liable for any and all unpaid assessments as they are further described herein.

**Article XI Section 10 Use and Occupancy of Lots and Condominium Units of the Declaration of Covenants, Conditions and Restrictions of Marsh Landing Community Association at Estero, Inc. shall be amended to read as follows:**

(Additional text will be underlined, removed text shall be ~~struck through~~)

**Article XI, 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 owner or condominium 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.

**10.5.1 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.

**10.5.2 Leasing:** No less than twenty (20) business days prior to the tenant occupying the property, the owner, tenant, and or their respective agents and or assigns, must submit to the Board an executed copy of their lease along with a fully completed leasing application, including any and all information the board deems reasonably necessary. The board of directors shall have the authority to approve or disapprove any and all applications to lease property and may disapprove, if by vote of the majority of the Board, a lease for the following reasons:

- A. The unit owner has a history of leasing his or her unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his or her unit;
- B. the application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the governing documents of the Association;
- C. the prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving the sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
- D. the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;
- E. the prospective lessee evidences a strong probability of financial irresponsibility;
- F. the prospective lessee has a history of repeatedly violating the Association's rules during their prior occupancy within the Association, if applicable;
- G. the prospective lessee gives false information to the Board, their agents and or assigns, in the course of their application and approval process;
- H. the prospective lessee has a documented history of vehicular violations that may such a reckless disregard for the safety of others;

**10.5.3 Failure to Obtain Approval:** If proper notice is not given, the Board at its election may approve or disapprove the lease. Should a lease be denied pursuant to the criteria referenced above, the owner shall be notified in writing of the reasons for said disapproval as soon as possible. The criteria for the Board's decision may be combination of criteria set forth above or any other reasonable criteria as set forth by the Board. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the authority as a duly authorized agent of the owner, to evict the lessee with five (5) days notice and without securing the consent of the owner to evict and could recover from the owner all reasonable legal expenses and costs in doing so.

**10.5.4 Lessee Violation of Association Rules:** Should a lessee repeatedly violate the rules and regulations of the Association, and upon reasonable notice to cure such violation, the Board shall have the authority, as a duly authorized agent of the owner, to evict the lessee with five (5) days notice, and without securing the consent of the owner to evict.

**10.5.5 Delegation:** The Board may, at their discretion, delegate to one individual Board member the responsibility and authority to review and approve prospective leases.

**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 the amenities during the term of the lease. Additional processing fees may be charged by the Neighborhood Association.

**10.7.1 Occupancy when owner is not present.** Upon written notification to the Board of Directors a unit may be occupied by 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.

**10.7.2 Occupancy During Lease Term:** No one but the lessee, his or her family members within the first degree of relationship by blood, adoption or marriage, and their spouses and temporary house guests may occupy a unit. The total number of overnight occupants of a leased unit is limited to two (2) persons per bedroom.

**10.7.3 Occupancy in Absence of Lessee:** If a lessee is absent from the unit for any period of time during the lease term, his or her family within the first degree of relationship already in residence may continue to occupy the unit and may have house guests subject to all the restrictions as set forth herein.

## **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 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.

**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.