

This instrument was prepared by:
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Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS OF
MARSH POINTE**

WHEREAS, the **Declaration of Covenants and Restrictions for Marsh Pointe**, has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **6255** at Page **1960**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Marsh Pointe Homeowners Association, Inc.**, a Florida not-for-profit corporation, held **October 26, 2022**, the aforementioned Declaration of Covenants and Restrictions was amended pursuant to the provisions of said Declaration of Covenants and Restrictions.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration of Covenants and Restrictions are a true and correct copy of the amendments as amended by the membership.

**AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS OF
MARSH POINTE**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

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5. USE RESTRICTIONS.

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5.4 Leases. All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies delivered to the ~~APPROVING PARTY~~ ASSOCIATION prior to occupancy by the tenant(s). No lease

may be for less than twelve (12) months. No UNIT may be leased more than once in any consecutive 12-month period, ~~with the consent of the APPROVING PARTY.~~ At the discretion of the ~~APPROVING PARTY~~ ASSOCIATION, any OWNER desiring to lease his UNIT shall be required to place in escrow with the ASSOCIATION a sum as determined by the ASSOCIATION to repair any damage to the COMMON AREAS or other portions of the SUBJECT PROPERTY resulting from the acts or omissions of any tenant of the UNIT. Any balance remaining in the escrow account shall be returned to the OWNER within 30 days after the tenant and all subsequent tenants move out of the UNIT.

5.4.1 No OWNER acquiring title after the effective date of this amendment may lease or rent his or her UNIT for a period of twenty-four (24) consecutive months from the date title is acquired. This twenty-four (24) month period shall run from the date of recording of any instrument transferring any ownership interest in title to the UNIT, except for transfers to add members of the OWNER's immediate family (defined for the purposes of this paragraph as a spouse, parents, or children) as titleholders with the OWNER, or to a trust where such transfers were undertaken for the purpose of estate planning (the foregoing does not include Land Trusts). This restriction shall not apply to UNITS acquired by the ASSOCIATION (its successors and assigns) while the UNITS are owned by the ASSOCIATION. If at the time of transfer of any interest in title a UNIT is already leased or rented pursuant to a lease or rental agreement entered into by the previous OWNER, the aforementioned twenty-four (24) consecutive month period during which the UNIT may not be leased or rented shall commence upon the expiration of the current term of the existing lease or rental agreement which may not be renewed or extended.

5.4.2 Sub-leasing of a UNIT or a room in a UNIT is prohibited.

5.4.3 Every lease is a new lease. Renewal and/or extended lease is prohibited.

5.4.4 No OWNER may rent or lease a UNIT without first obtaining approval from the Board of Directors of the Association of the proposed lessee and all occupants. Such approval will not be unreasonably withheld. An updated application must be submitted to the ASSOCIATION for any new lease even with the same lessee.

5.4.5 Any application for the transfer of a UNIT by lease shall be accompanied by a non-refundable fee in the amount of Two Hundred Fifty Dollars (\$250.00) subject to future increase at the discretion of the Board of Directors. Provided, however, no such fee shall be charged if the application is for a new lease with the same lessee.

5.4.6 All persons who will be residing in the UNIT must be listed on the lease application along with their vehicles. The ASSOCIATION will conduct background investigations and screen all prospective lessees and occupants of a UNIT, with such screening being conducted by the ASSOCIATION or a third-party screening company hired by the ASSOCIATION. Such background investigations will include, but are not limited to criminal, financial, employment, previous housing, and credit background checks. No additional occupants, other than those submitted for screening at the time the notice to the ASSOCIATION is provided pursuant to this section, will be approved for residency at the SUBJECT PROPERTY. All additional occupants subsequent to the initial approval must also be submitted to the aforementioned screening process.

5.4.7 In no event may a UNIT be listed on a short-term rental or "hotel lodging type" site including but not limited to Airbnb, VRBO, etc. in a manner that is contrary to the leasing provisions of this Declaration or would in any way contravene the screening authority of the Association with regard to leases.

5.5 Maximum Occupancy. No UNIT shall be permanently occupied by more than two persons for each bedroom in the UNIT. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents of the SUBJECT PROPERTY.


5.5.1 Prior to any occupancy of a UNIT by a guest who will be staying in the UNIT for more than thirty (30) consecutive days, the OWNER must provide written notice to the ASSOCIATION of the name or names of the intended guests, the familial relationship to the OWNER, the anticipated date of arrival, and the anticipated date of departure.

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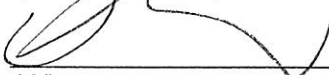
[Signature page to follow]

WITNESS my signature hereto this 15 day of November, 2022, at Palm Beach, Palm Beach County, Florida.


**MARSH POINTE HOMEOWNERS
ASSOCIATION, INC.**



Witness
WESLEY SIPRA
(PRINT NAME)



Witness
DAVID SCANLON
(PRINT NAME)

By: 

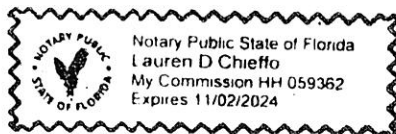
President

Attest: 

Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of November, 2022, by Thomas Holliger and Dale Jones, as President and Treasurer, respectively, of **Marsh Pointe Homeowners Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced drivers license as identification and did take an oath.





Lauren Chieffo (Print Name)
Notary Public, State of Florida at Large