

Marty Platts
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Becker & Poliakoff
625 N. Flagler Drive
7th Floor
West Palm Beach, FL 33401

December 7, 2022

ATTORNEY/CLIENT WORK PRODUCT
PRIVILEGED AND CONFIDENTIAL

SENT VIA E-MAIL TO: jsmaldone@grsmgt.com
AND REGULAR U.S. MAIL

Board of Directors
Marsh Pointe Homeowners Association, Inc.
c/o GRS Management Associates
Attn: Jason Smaldone, Manager
3900 Woodlake Blvd., Suite 309
Lake Worth, FL 33463

Re: Recordation of Certificate of Amendment

Dear Board Members:

Enclosed please find the recorded Certificate of Amendment to the Declaration of Covenants and Restrictions for Marsh Pointe for the amendments that passed on October 26, 2022, which were recorded in the Public Records of Palm Beach County on **December 6, 2022**, in **Official Record Book 33998 at Page 1036**. You will note that there are two (2) copies of the document; the original with hand-stamped recording information, and a copy with the recording information printed on it. Please keep all of these documents with the official records of the Association. We have retained copies for our file.

Now that the amendments have been duly recorded in the Public Records, they are effective and you can begin enforcing them.

Section 720.306(1)(b) of the Florida Homeowners' Association Act provides that within thirty (30) days after recording an amendment to the governing documents, the Association shall provide copies of the amendment to the members. However, if a copy of the proposed amendment was provided to the members before they voted on the amendment and the proposed amendment was not changed before the vote, the Association, in lieu of providing a copy of the amendment, may provide notice to the members that the amendment was adopted, identifying the official book and page

Board of Directors
Marsh Pointe Homeowners Association, Inc.
December 7, 2022
Page 2

number or instrument number of the recorded amendment and that a copy of the amendment is available at no charge to the member upon written request to the association. The copies and notice described in this paragraph may be provided electronically to those owners who previously consented to receive notice electronically.

If you have any questions, please do not hesitate to call.

Very truly yours,

A handwritten signature in black ink, appearing to read "M. Platts", with a stylized flourish at the end.

Marty Platts
For the Firm

MP/ebd
Enclosure

This document was e-recorded by:
Becker & Poliakoff, P.A.
625 N. Flagler Drive, 7th Floor
West Palm Beach, FL 33401
ID: 20220481913
DATE: 12/6/2022
OR BK 33998 PG1036
Pgs 1036-1039; (4 Pgs)

This instrument was prepared by:
Marty Platts, Esq.
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~~")

* * *

5. USE RESTRICTIONS.

* * *

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.

* * * * *

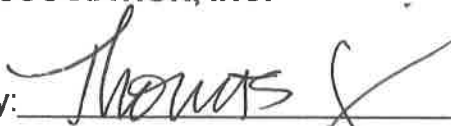
[Signature page to follow]

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)

By: 

President



Witness
DAVID SHARIN
(PRINT NAME)

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

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

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MARSH POINTE**

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* * * * *

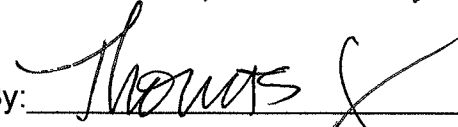
[Signature page to follow]

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


**MARSH POINTE HOMEOWNERS
ASSOCIATION, INC.**



Witness
WESLEY SIPPE
(PRINT NAME)

By: 

President



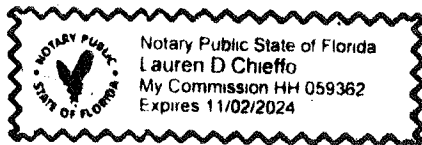
Witness
DAVID
(PRINT NAME)

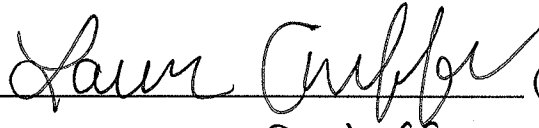
Attest 

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.





(Signature)
Lauren Chieffo

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