

**Prepared by and Return to:**  
Frank A. Ruggieri, Esq.  
Larsen & Associates, P.A.  
55 East Pine Street  
Orlando, FL 32801  
(407) 841-6555



RECORDING FEES 44.00

**THIRD AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR MARION LANDING**

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements for Marion Landing is recorded at Official Records Book 1346, Page 1524, Public Records of Marion County, Florida (hereinafter referred to as "Declaration"); and

WHEREAS, the Declaration has previously been amended at Official Records Book 1702, Page 53, and Official Records Book 4913, Page 687, Public Records of Marion County, Florida; and

WHEREAS, Article VIII, Section E 1 sets forth the requirements for modification or amendment to the Declaration; and

WHEREAS, Article VIII, Section E 1 provides that the Declaration may be amended by two-thirds (2/3) vote of a quorum of owners appearing in person or by proxy at a duly noticed and called meeting of the Members; and

WHEREAS, a Special Meeting of the Membership was held on Friday, February 6, 2009 for purposes of considering several amendments to the Declaration as previously amended;

NOW, THEREFORE, the following provisions of the Declaration as previously amended are hereby amended as follows:

Article III B. 6 of the Declaration of Covenants, Conditions, Restrictions and Easements for Marion Landing is deleted in its entirety and is replaced with the following:

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6. Satellite Dishes, Antennas and Aerials: Satellite Dishes, Antennas and Aerials shall be subject to the guidelines set forth on the Marion Landing Design Guidelines.

Article III B. 9 of the Declaration of Covenants, Conditions, Restrictions and Easements for Marion Landing is hereby amended to read as follows:

9. Fences: ~~No fences shall be permitted on any Lot~~ All fences shall be subject to the advance, written approval of the Architectural Control Committee who shall adopt Design Guidelines for fences to be made a part of the Marion Landing Design Guidelines.

Article III B. 10 of the Declaration of Covenants, Conditions, Restrictions and Easements for Marion Landing is hereby amended to read as follows:

10. Improvements to Residences and Lots; Architectural Control Committee: The Association shall establish and maintain a standing committee selected by the Board to be known as the "Architectural Control Committee" (the "Committee") to exercise the powers and to undertake the duties and responsibilities specified in this subparagraph. The Committee shall serve at the pleasure of the Board who shall have sole discretion to remove and appoint such individuals as the Board in its discretion deems appropriate and equitable under the circumstances. The Committee ~~may~~ shall be composed of ~~not less than 3 nor more than 5~~ five persons ~~and two alternates.~~ ~~except for these residences and improvements constructed, erected or located by Developer,~~ the Committee shall have the responsibility and power to approve or disapprove all building plans and specifications for residential structures (or design of a manufactured home, including the skirt) and appurtenances to be constructed upon the Lots including any additions or alterations to the exterior thereof prior to such construction, erection or location to determine whether such plans and specifications are structurally sound and of suitable materials and workmanship as well as consistent with the natural surroundings, the neighborhood, as well as other structures and designs within Marion Landing. Each such structure and any additions or alterations thereto shall be constructed only in accordance with the plans and specifications or design so approved by the Committee; a copy of which shall be kept on file with the Association. The Committee is hereby granted the authority to approve or to disapprove building plans and specifications and design of each manufactured home and skirt, ~~therefore except for those constructed, erected or located by the Developer. In the event plans and specifications or designs have been submitted for approval by the Committee as provided herein, and any further event that the Committee fails to act upon the request for approval within thirty days after receipt of the same, then approval shall be deemed granted.~~ The Committee is also authorized to review

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and to give its approval of all exterior colors prior to the painting, staining or any other change of color to the exterior of residences and the Committee is further authorized to review and give its approval of the design, height and location of all other exterior improvements of every kind and nature located on each Lot prior to the installation, modification or alteration thereof. ~~Until the transfer date, the Developer shall be entitled to select and designate Members of the Committee.~~ The Committee is hereby granted the authority to promulgate Design Review Guidelines which Design Review Guidelines shall provide specifications and notice to all owners of guidelines and requirements of exterior modifications including, but not limited to, a color palette of approvable colors, restrictions and requirements regarding exterior fixtures, mailboxes, landscaping, guidelines governing approvable materials for fences as well as limitations on their location, and guidelines for the screening and concealment for satellite dishes, antennas and aerials. All Design Review Guidelines promulgated by the Committee shall be subject to final approval by the Board of Directors. When and if an owner receives approval from the Committee for a proposed exterior modification, said owner shall proceed diligently to complete said exterior modification. The Design Review Guidelines shall be known and referred to as the "Marion Landing Design Guidelines". The Board of Directors shall have the authority to rescind an approval by the Committee of an application where a homeowner unreasonably delays completion of an approved exterior modification. In that event, the owner shall be required to resubmit an application for said exterior modification and may not proceed with said exterior modification unless and until the Committee has approved the second application.

Article III B. 11 of the Declaration of Covenants, Conditions, Restrictions and Easements for Marion Landing is deleted in its entirety and is replaced with the following:

11. Uniform Fixtures, etc.: All exterior fixtures including exterior lighting fixtures, mailboxes and signs are subject to the advance, written approval of the Architectural Control Committee. All exterior fixtures must be consistent with the Marion Landing Design Guidelines.

Article III B. 13 of the Declaration of Covenants, Conditions, Restrictions and Easements for Marion Landing is hereby amended to read as follows:

13. Restrictions on Lease of Residential Property: Any and all rental and lease agreements (herein the "lease agreements") between an owner and a tenant or lessee of such owner's Lot and/or residence shall be in writing and must provide that such lease agreement shall be subject in all respects to the terms and provisions of Marion Landing documents and that any failure by the tenant or lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. All lease agreements shall be subject to the advanced, written approval of the Association. For purposes of this restriction, the Association shall be entitled to require the provision of information regarding the proposed tenant or lessee as

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the Board, in its discretion, deems appropriate under the circumstances including, but not limited to, a credit history check, a criminal history check, and a tenant history check. The costs of such background check shall be at the expense of the owner intending to enter into a leasing agreement. Any and all lease agreements entered into without the advanced, written approval of the Association shall be deemed void, and the owner shall be required to immediately take such steps as are necessary to effect eviction of the unapproved lessor or tenant.

Article III B. 14 of the Declaration of Covenants, Conditions, Restrictions and Easements for Marion Landing is deleted in its entirety and replaced by the following:

14. Parking: No motor homes, recreation vehicles, boats, trailers, commercial vehicles, motor vehicles in excess of a ¾ ton rating, other vehicles or watercrafts shall be kept or parked on any Lot unless said vehicle can be housed completely within a garage with the door closed. All travel trailers, motor homes, boats and trailers must be parked and/or stored by their owners off site or in designated parking areas as may be provided by the Association. The Association may charge a reasonable fee for the storage and/or parking of the aforementioned vehicles, trailers, motor homes, boats and trailers in the designated parking areas. Notwithstanding the foregoing, owners shall be entitled to park a motor home or recreational vehicle temporarily on a Lot solely for purposes of loading or unloading said motor home or recreational vehicle in preparation for or following a recreational trip with said vehicle. The parking of a motor home or a recreational vehicle as described herein shall be strictly limited to loading and unloading of said vehicle. Residential use is strictly prohibited. Any motor home or recreational vehicle situated upon a lot for purposes of loading or unloading for a period in excess of twenty-four (24) hours shall be deemed to be in violation of this provision, and shall be deemed to constitute residential use in violation of this provision.

For purposes of this provision, a commercial vehicle shall be defined as follows: Any truck, bus or van of greater than three quarter (3/4) ton capacity, and any vehicle with a sign displayed on any part thereof advertising any kind of business, or on or within which any commercial materials and/or tools are visible. It shall not mean or include any vehicle with a handicap license plate or decal duly issued by any governmental agency.

### **CERTIFICATE OF AMENDMENT**

I, Gordon Herrick, as President of the Association of Marion Landing Owners, Inc., hereby certify that this Amendment was duly adopted at a Special Meeting of the Membership held on February 6, 2009, that said Meeting was duly noticed and called, that a quorum of the Membership

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was present, and that in excess of two-thirds (2/3) of the voting interests of the Association present in person or by proxy voted in favor of this Amendment.

**ASSOCIATION OF MARION LANDING OWNERS, INC.**

Witnesses:

Sylvia D. Switts  
Witness Signature

Print Name: Sylvia D. Switts

By: Gordon Herrick  
Gordon Herrick as President

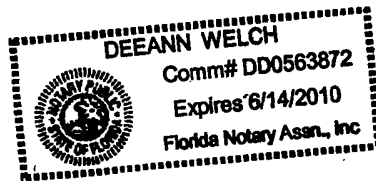
Glen F. Halkola  
Witness Signature

Print Name: Glen F. Halkola

STATE OF FLORIDA  
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 21 day of April, 2009, by Gordon Herrick, as President of the Association of Marion Landing Owners, Inc., who is personally known to me or has produced \_\_\_\_\_ as identification.

Deean Welch  
Notary Signature  
Notary Stamp or Seal:



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