

Prepared by and return to:  
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Berlin Patten Ebling PLLC  
3700 South Tamiami Trail  
Sarasota, FL 34239  
941-954-9991

**CERTIFICATE OF AMENDMENT**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
KEYWAY PLACE**

WE, HEREBY CERTIFY that the attached amendments to the Declaration Of Covenants Conditions And Restrictions for Keyway Place, originally recorded in the Official Records Instrument #: 2014069224 of the Public Records of Sarasota County, Florida ("Declaration"), were approved and duly adopted at the Annual Membership Meeting of KEYWAY PLACE HOMEOWNERS ASSOCIATION, INC., ("Association") held on December 5, 2024, by the affirmative vote of not less than two-thirds (2/3) of a majority of the total voting interests in the Association as required by Article XVI of the Declaration. The Association further certifies that amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 21 day of February, 2025.

Signed, sealed and delivered in the present of:

**KEYWAY PLACE  
HOMEOWNERS ASSOCIATION, INC**

Sign B.M. Liniger

By: Louis Szekeres  
Louis Szekeres, President

Print Betsy Liniger

Address 5602 Marquisas Cir #103 Srq. FL 34238

Sign Sean Noonan

Print Sean Noonan

Address 5602 Marquisas Cir 103 Srq FL 34238

Signed, sealed and delivered in the presence of:

Attest:

Sign B.M. Liniger

By: Michael Berg  
Michael Berg, Secretary

Print Betsy Liniger

Address 5602 Marquisas Cir #103 Srq. FL 34238

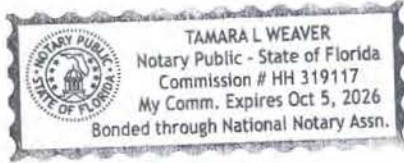
Sign Sean Noonan

Print Sean Noonan

Address 5602 Marquisas Cir 103 Srq FL 34238

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21<sup>st</sup> day of February, 2025, by Louis Szekeres, as the President of KEYWAY PLACE HOMEOWNERS ASSOCIATION, INC, a Florida not for profit corporation, on behalf of all the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.



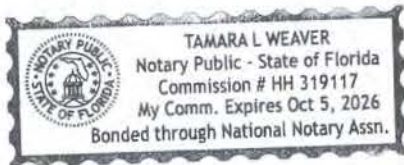
NOTARY PUBLIC

Sign: Tamara L Weaver

Print: Tamara L Weaver  
State of Florida at Large (Seal)

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21<sup>st</sup> day of February, 2025, by Michael Berg, as the Secretary of KEYWAY PLACE HOMEOWNERS ASSOCIATION, INC, a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC

Sign: Tamara L Weaver

Print: Tamara L Weaver  
(State of Florida at Large (Seal))

**AMENDMENT**  
**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR**  
**KEYWAY PLACE**

*[Additions are indicated by underline; deletions by ~~strike-through~~]*

**Article 16**

16.2 Amendment. Except as may be otherwise provided herein, commencing on the date that Declarant shall have conveyed 90% of the Lots on the Property, this Declaration may be amended by the affirmative vote of not less than two-thirds (2/3) ~~of a majority~~ of the total voting interests in the Association ~~who are present in person or by proxy at a duly called and noticed meeting of the Association membership~~. In lieu of a vote taken at a meeting, the instrument executed by each of the owners agreeing to an amendment shall be deemed effective, provided that (i) each owner executes the amendment instrument with the formalities of a deed, and (ii) the Association, through its president, certifies the proper approval of the amendment. No amendment is effective until recorded, and the Association's proper execution will entitle it to public record. Notwithstanding the foregoing, no amendment which will affect any aspect of the surface water management system located on the Property shall be effective without the prior written approval of the WMD. For purposes of this Section, a Lot shall be considered conveyed when the deed is duly recorded.

## AMENDMENT

### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

#### KEYWAY PLACE

*[Additions are indicated by underline; deletions by ~~strike-through~~]*

#### Article 3

3.11 Leases. Prior to leasing a Home, a Lot Owner shall notify the Association in writing that the Lot Owner intends to lease a Home and shall provide the Association with a copy of the lease prior to execution. If a Lot Owner intending to lease or rent his Home is delinquent in the payment of any Assessments, the Association shall be entitled to refuse to allow the Lot Owner to rent or lease his Home until such delinquency is made current. Upon execution of such a lease, the Lot Owner shall provide the Association with an executed copy of the lease. The Association shall have the right to require upon notice to all Lot Owners that a substantially uniform form of lease or sub-lease be used by all Lot Owners (including Declarant) intending to rent or lease after said notice and to provide such form as a Common Expense. No lease shall be for a period of less than ~~seven (7)~~ twelve (12) consecutive months in duration, and no more than two (2) leases shall be permitted in any ~~twelve (12)~~ twenty-four (24) month period. Declarant shall be exempt from the provisions of this Section, and this Section shall not be amended without the express prior written consent of Declarant for so long as Declarant owns any portion of the Property. In the event that a Lot Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Lot shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Lot is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event a Lot Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Lot Owner's Lot is eased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Lot Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Lot according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by a Lot Owner shall be deemed to automatically incorporate this provision and all the Lot Owners hereby appoint the Association its agent for such purpose. The Association may, without further approval of the Lot Owner of the leased Lot, terminate the lease for violations of the Declaration by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Lot. In addition to any notice to a tenant of a Lot

permitted to be given by law, a Lot Owner by acceptance of a deed to a Lot, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Lot of any delinquency by the Lot Owner of the Lot in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Lot Owner hereby agrees and acknowledges that the disclosure of any of Lot Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act. ("FDCPA") 15 U.S.C. Section 1692 *et seq.*

\* \* \*

3.11.2 Two-Year Lease Prohibition. Notwithstanding this Article 3, Lots acquired after the effective date of the adoption of this amendment to this Declaration, which shall be the date of its recording in the Public Records, shall not be rented or leased for a period of twenty-four (24) months following acquisition of the Lot. The date of acquisition of a Unit shall be established by the date of recordation of a deed or other instrument of conveyance in the Public Records of Sarasota County, Florida.