

738188

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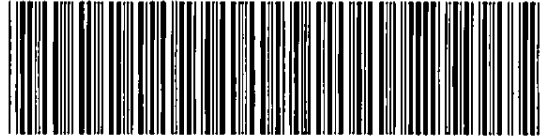
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David H. Rogel  
Shareholder  
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# Becker

Becker & Poliakoff  
2525 Ponce de Leon Blvd, Suite 825  
Coral Gables, FL 33134

April 26, 2024

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314


**Re: Articles of Amendment to the Articles of Incorporation – Silver Shores  
Leaseholders Association, Inc. / Document No. 738188**

Dear Sir/Madam:

Enclosed please find the original and one copy of the Articles of Amendment to the Articles of Incorporation for the above-referenced Association. Check No. 1317, in the amount of \$35.00, is also enclosed for the filing fee.

**Please file and return the filed copy to my attention.** A self-addressed stamped envelope is enclosed for your convenience.

Sincerely,



David H. Rogel  
DHR/ih

Enclosure

This instrument was prepared by:  
David H. Rogel, Esq.  
Becker & Poliakoff, P.A.  
2525 Ponce de Leon Blvd., Suite 825  
Coral Gables, Florida 33134

FILED  
2024 APR 30 PM 2:37  
NOTARY PUBLIC STATE OF FLORIDA

**ARTICLES OF AMENDMENT TO  
THE ARTICLES OF INCORPORATION OF  
SILVER SHORES LEASEHOLDERS ASSOCIATION, INC.**

**WHEREAS**, the Certificate of Incorporation of Silver Shores Leaseholders Association, Inc. (hereinafter the "Association") were originally filed with the State of Florida on the 23<sup>rd</sup> day of February of 1977; and

**WHEREAS**, at a duly called and convened Meeting of the Membership, held on April 6, 2024, the requisite percentage of the members approved the Amendments to the Articles of Incorporation as set forth on the attached Exhibit "A"; and

**NOW, THEREFORE**, the undersigned hereby certifies that the Amendments to the Articles of Incorporation, as set forth in Exhibit "A" attached hereto and incorporated herein, is a true and correct copy of the amendments as approved by the membership of the Association as set forth above.

**WITNESS** my signature hereto this 10 day of April, 2024 at Monroe County, Florida.

**WITNESSES:**

**SILVER SHORES LEASEHOLDERS ASSOCIATION, INC.**

Witness Signature

BY:

Consuelo Hernandez, President

Print Name

Witness Signature

Print Name

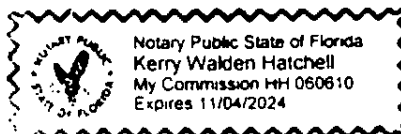
STATE OF FLORIDA )  
COUNTY OF MONROE )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10<sup>th</sup> day of April, 2024, by Consuelo Hernandez, as President of Silver Shores Leaseholders Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.

NOTARY PUBLIC SIGNATURE  
STATE OF FLORIDA AT LARGE

My commission expires: 11/04/2024

PLEASE PRINT OR TYPE NOTARY SIGNATURE



## EXHIBIT "A"

### AMENDMENTS TO THE ARTICLES OF INCORPORATION OF SILVER SHORES LEASEHOLDERS ASSOCIATION, INC.

(Additions shown by underlining; deletions by lined-through words)

Amendments to Article III, Article VIII and IX of the Articles of Incorporation to allow for the transition from the Association responsible for the operation and management of the Silver Shores property to being only responsible for the condominium units in owns (for leaseholders who do not buy condominium units) following creation of the condominium anticipated by the governing documents as follows:

#### ARTICLE III

##### POWERS AND PURPOSES:

The purpose for which the corporation is formed is to provide an entity responsible for the operation of SILVER SHORES MOBILE HOME PARK.

The Association shall have all of the powers specifically designated for corporations not for profit as set forth in Chapter 617, Florida Statutes, as the same shall now exist, or as the same shall from time to time be amended. By way of illustration, and not in limitation the Association shall have the following powers:

- (a) The irrevocable right of access to all common elements, for any purpose, and to each leasehold unit from time to time during reasonable hours, as is necessary for inspection, maintenance, repair or replacement of the common elements therein, or accessible therefrom or therein, necessary to prevent damage to the common elements to any unit or units- , but only until such time as any Leasehold unit becomes a condominium unit in the Condominium in which the Association is the Declarant, at which time the irrevocable right of access shall be transferred to the Condominium Association for that purpose. However, for so long as the Association owns such condominium unit and leases it as elsewhere set forth herein, the Association shall continue to have the irrevocable right of access to such unit.
- (b) To collect assessments, rents, charges and other monies necessary for the proper maintenance and operation and common good of the Mobile Home Park- , but only until such time as the Mobile Home Park is submitted to the condominium form of ownership, after which the Association's only right shall be to collect rent from the condominium units which it continues to own.
- (c) To enter into, operate under or manage, subject to contracts, leaseholds, memberships or other possessory or use interest in land or facilities, including but not limited to, country clubs, golf courses, marinas and all other types of recreational facilities, whether or not contiguous to the land of the Mobile Home Park, regardless of whether said contracts, agreements or leases were executed originally by the Association for and in behalf of the Mobile Home Park unit owner, or by all owners of Mobile Home Park units, individually, for and in their own behalf, all of which being intended to provide for the enjoyment, recreation or other use or benefit of the unit owners- , but only until such time as the Mobile Home Park is converted to the condominium form of ownership.
- (d) To enter into contracts and agreements with the third parties for the management, control and operation of the Mobile Home Park buildings, the common elements, the common areaways, the leased lands and all recreational facilities and all other properties over which the corporation shall have any rights, title, interest or control- , but only until such time as the Mobile Home Park is

~~converted to the condominium form of ownership. To delegate by contract to the Developers, or to an Operations Manager, for renewable periods not to exceed five (5) years each, all powers and duties of this corporation, except as are specifically prohibited by the Declaration, the By-laws or the laws of the State of Florida. For purposes of this sub paragraph and all other paragraphs of these Articles, the word "Developer" shall mean the developer and builder of the SILVER SHORES MOBILE HOME PARK.~~

- (e) To acquire by purchase or otherwise, parcels of the Mobile Home Park subject, of course, to the restrictions, limitations and provisions of the Declaration of Covenants and Restrictions and the Bylaws of this corporation relative thereto, but only until such time as the Mobile Home Park is converted to the condominium form of ownership.
- (f) To make and amend regulations governing the use of the Mobile Home Park property and to enforce, in any manner necessary and proper, the provisions of all Mobile Home Park documents, including these Articles, Bylaws and other rules and regulations from time to time existing which relate to the Mobile Home Park property, but only until such time as the Mobile Home Park is converted to the condominium form of ownership. Specifically, until that time, the Association, through the Board of Directors, can establish house rules which are enforceable against the general membership until and unless seventy-five (75%) percent of said general membership, at a special or annual meeting of members, by voice vote and not by proxy, shall reject and disapprove all or any part thereof.
- (g) To operate and manage the Mobile Home Park in accordance with the intent of the Declaration as the same may, from time to time, exist and in accordance with the intent and meaning of the Statutes of the State of Florida, and to perform, fulfill and exercise the powers, privileges, options right, duties and obligations, and responsibilities entrusted to, or delegated to by the Declaration of Covenants and Restrictions and the Bylaws thereunto appertaining, but only until such time as the Mobile Home Park is converted to the condominium form of ownership, after which the Association shall continue to have the right to operate and manage condominium units which it owns.
- (h) All funds and titles of all properties acquired by the Mobile Home Park shall be held in trust for the owners of the Mobile Home Park parcels.
- (i) To submit all portions of the real property which constitutes SILVER SHORES MOBILE HOME PARK as the Association may have acquired, including all lots and any common areas acquired by it, to the condominium form of ownership pursuant to Chapter 718 Florida Statutes, ~~and~~ to convey individual lots, as condominium units, to the party or parties which constitute the Leaseholders of any such lot in accordance with Article IX of the Amended and Restated Bylaws and to convey any portion of real property it owns not submitted to the condominium form of ownership to the condominium association created to operate the condominium as Association Property.

\* \* \*

## ARTICLE VIII

### BOARD OF DIRECTORS:

~~The first Board of Directors of the Association were shall consist of three persons, and the names and addresses of the persons who are to serve until the first elections, are as follows:~~

#### NAME

#### ADDRESS

Deborah Rope

U.S. Highway No. 1, Vaughn Bldg., Tavernier,  
Florida **33070**

Joyce Curtis

U.S. Highway No. 1, Vaughn Bldg., Tavernier,  
Florida **33070**

Judy L. Day

U.S. Highway No. 1, Vaughn Bldg., Tavernier,  
Florida 33070

~~Until such time as lot owners other than the Developer own fifteen (15%) percent or more of the lots that will be operated ultimately by the Mobile Home Park Association, the Developer shall have the sole and absolute right to elect or appoint all of the members of the Board of Directors, which shall also be known as the Board of Administration, and which members need not be residents of the Mobile Home Park nor members of the Association. Thereafter, the transfer of control of the Mobile Home Park Association, from the Developer to the lot owners, shall be in accordance the Bylaws of the Association. Likewise, until there shall have been a first sale by the Developer of each lot in the Mobile Home Park project, the Developer shall have the complete, total and absolute right, without Association, Mobile Home Park, or other approval, to determine to whom any Mobile Home Park parcel, from time to time owned by the Developer, is to be conveyed, sold, assigned, or mortgaged, and to make such conveyance, assignment or encumbrance.~~

The Board of Directors shall be elected in accordance with the By-Laws of the Association.

\* \* \*

#### ARTICLE IX

##### BYLAWS AND AMENDMENTS TO ARTICLES OF INCORPORATION:

~~The original Bylaws shall be were made, altered or amended by the Board of Directors elected or appointed by the Developer. The Bylaws of the Association may be made, altered or rescinded at any regular meeting of the members of the Association, after the Developer no longer has the right to appoint or elect a majority of the Directors to the Board of Directors. The Bylaws may be altered or rescinded only by two-thirds of the vote of the members present and voting at a meeting called for that purpose, except that the Bylaws may not be altered so as to change the ability of the Association to submit the Silver Shores to the condominium form of ownership or to otherwise allow the Association to maintain control over the condominium, if it is created, other than as set forth in the documents governing the Condominium Association. At the time that the general membership shall be entitled to alter or rescind the Bylaws, the same may be done only by a two thirds vote of the members present and voting, excepting Article VIII above, as the same relates to the Developer, may not be altered in any manner whatsoever. Written notice of proposed changes or additions to the Bylaws and Articles of Incorporation shall be given to each member of the Association at least fourteen (14) days prior to the meeting at which the proposed changes or alterations shall be included in the written notice, and only after prior approval of the majority of the Board of Directors.~~