

Instrument Prepared by:
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Kistemaker Business Law Group
120 East Granada Blvd.
Ormond Beach, FL 32176

**CERTIFICATE OF AMENDMENT
FIRST AMENDMENT TO THE
AMENDED AND RESTATED BYLAWS
OF OCEAN VILLAGE VILLAS HOMEOWNERS ASSOCIATION, INC.**

The undersigned directors of OCEAN VILLAGE VILLAS HOMEOWNERS ASSOCIATION, INC., the corporation not-for-profit in charge of the residential community known as OCEAN VILLAGE VILLAS, according to the Declaration of Covenants and Restrictions for Ocean Village Villas thereof as recorded in Official Records Book 3324, Page 0724, *et. seq.*, of the Public Records of Volusia County, Florida, and as has been amended from time to time, hereby certify that the following FIRST AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF OCEAN VILLAGE VILLAS HOMEOWNERS ASSOCIATION, INC. were approved by a vote of a majority of the Board of Directors of OCEAN VILLAGE VILLAS HOMEOWNERS ASSOCIATION, INC. at a duly-noticed, closed meeting of the Board of Directors on March 18, 2021, and ratified and readopted by a unanimous vote of the Board of Directors at a duly-notice, open meeting of the Board of Directors on March 31, 2021. The undersigned further certify that the FIRST AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF OCEAN VILLAGE VILLAS HOMEOWNERS ASSOCIATION, INC. was proposed and approved pursuant to the AMENDED AND RESTATED BYLAWS OF OCEAN VILLAGE VILLAS, INC., Article IX, dated December 11, 2020, as recorded at Official Records Book 7955, Page 4910, *et. seq.*, of the Public Record of Volusia County, Florida, and according to all applicable law. The undersigned further certify that the FIRST AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF OCEAN VILLAGE VILLAS, INC. does not materially impair the common plan of development of the residential community. This Certificate of Amendment wholly replaces the Certificate of Amendment, Amended and Restated Bylaws of Ocean Village Villas, Inc., as recorded in Official Records Book 8014, Page 998, *et. seq.*, of the Public Record of Volusia County, Florida.

(Additions indicated by underlining, deletions by ~~strike through~~, omitted, unaffected language by . . . or * * *)

**Article VII
Transfer Approval**

~~7.1 Any Owner selling or otherwise transferring legal or equitable ownership of a Lot or Dwelling Unit shall notify the Association at least thirty (30) days prior to the closing of the sale or transfer and shall provide the Association with the name of the buyer or transferee and his/her address, and a copy of the contract for sale. The Owner shall provide the transferee prior to the closing with a copy of the Amended and Restated Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, and the ARC Guidelines of the Association.~~

~~7.2 Within thirty (30) days after receipt of the purchaser information as elaborated in paragraph 7.1 above, the Association shall either approve the offering, or in the instance of a sale or other transfer furnish the seller by written notice (the "Substitution Notice") the name and address of a purchaser or transferee approved by the Association to accept the terms of the offering (the "Substituted Purchaser"). The Board of Directors, on behalf of the Association, shall have the right to purchase the Dwelling Unit in which event the Association shall be the Substituted Purchaser. The Approval shall be in writing and signed by two (2) Directors and delivered to the seller. Failure to deliver the approval to the seller within thirty (30) days shall constitute an approval. If the Association offers a Substituted Purchaser, the offer shall be accompanied by a contract for sale on terms no less favorable than the original contract, including a comparable earnest money deposit. The Substituted Purchaser shall have thirty (30) days in which to consummate the purchase.~~

~~7.3 Transfer Fee. The Association shall have the right to charge any Owner other than the Association, or institutional Mortgagee intending to sell or otherwise transfer or mortgage his/her Dwelling Unit or any person acquiring a Dwelling Unit by gift, acquisition or inheritance, a transfer fee of One Hundred Dollars (\$100.00) in connection with its review and approval functions as set forth in this Article VII, which amount shall be payable upon such person giving the Association as required herein. If a higher transfer fee is permitted by Florida law, the transfer fee charged by the Association may be raised by the Board from time to time. The Association may obtain a credit report and a criminal background check of the proposed purchaser. The Association may reject a potential purchaser for any valid, non-discriminatory, reason. Examples of grounds for rejection of a potential purchaser include, but are not limited to: conviction of a felony sex offense, conviction of a felony drug trafficking offense, conviction of a felony violent crime, conviction of a non-violent felony involving deception or moral turpitude, past history of non-payment of mortgage, rent, and/or assessments, and/or low credit score. Owners as of the date of recordation of these Bylaws are exempt from the provisions as elaborated in paragraph 7.3 above. Owners purchasing after the date of recordation of these Bylaws are subject to all of the provisions contained herein.~~

~~7.4 Notwithstanding the provisions of this Article VII, the Association shall not be required to approve or offer a Substituted Purchaser if the intended purchaser or transferee would not be permitted as an occupant pursuant to the terms of these Bylaws and the Amended and Restated Declaration of Covenants, has a past history of non-payment of mortgage, non-payment of assessments, non-payment of rent and/or poor credit score, or, for the health, safety and welfare of the other Owners, has been convicted of a crime or crimes as elaborated in paragraph 7.3 above and has not had his or her civil rights restored.~~

~~7.5 The Association may, but is not required to, provide the transferring Owner with an Estoppel Certificate pursuant to Section [REDACTED] Florida Statutes (2019), and as may be amended from time to time, and may charge fees for the Estoppel Certificate at~~

~~the highest rate allowed by law. Pursuant to Article II, Section 3 of the Amended and Restated Declaration, each transferee shall pay an additional sum equal to three (3) months worth of the annual assessment for the fiscal year in which the transferee acquires title to a Lot or Dwelling Unit. Such sums are in addition to the monthly installment of the annual assessment and shall be a working capital contribution to the Association and shall be used by the Association for the purposes set forth herein. Said sum shall be due and payable in full at the time that each transferee acquires title to a Lot or Dwelling Unit. The transferring Owner shall provide the transferee prior to closing with a copy of the Amended and Restated Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, and the ARC Guidelines of the Association.~~

~~7.6 Any Owner wishing to rent a Lot or Dwelling Unit shall notify the Association at least thirty (30) days prior to the lease date and shall provide the Association with the name of the lessee, tenant and/or all occupants, together with his/her address, a copy of the lease, and other information as the Association may require. The Association shall have the right to charge any Owner, other than the Association, an application fee of One Hundred Dollars (\$100.00) in connection with its review and approval functions as set forth in this Article VII, which amount shall be payable upon such person giving the Association notice as required herein. If a higher transfer fee is permitted by Florida law, the transfer fee charged by the Association may be raised by the Board from time to time. The Association may obtain a credit report and a criminal background check of the proposed tenant. The Association may reject a potential tenant for any valid, non-discriminatory, reason. Examples of grounds for rejection of a potential tenant include, but are not limited to: conviction of a felony sex offense, conviction of a felony drug trafficking offense, conviction of a felony violent crime, conviction of a non-violent felony involving deception or moral turpitude, past history of non-payment of mortgage, rent, and/or assessments, and/or low credit score. The Association shall provide written notice of disapproval to the Owner and to the proposed tenant and the grounds therefore.~~

Article VIII VII
Parliamentary Rules

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Article IX VIII
Amendments to Bylaws

9.4 8.1 Amendments may be proposed. . .

9.2 8.2 Proposed amendments shall be. . .

9.3 8.3 In order for amendments. . .

IN WITNESS WHEREOF, OCEAN VILLAGE VILLAS HOMEOWNERS ASSOCIATION, INC. on the respective date set forth below.

OCEAN VILLAGE VILLAS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

WITNESSES:

Jennifer Ridenour

Jennifer Ridenour
Print Name:

Erin Glover-Frey

Erin Glover-Frey
Print Name:

By: Patrick Kelley
Name: Patrick Kelley
Title: Vice President

STATE OF FLORIDA)
) SS
COUNTY OF VOLUSIA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Patrick Kelley, the Vice President, of OCEAN VILLAGE VILLAS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in him by said corporation. Patrick Kelley is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of April, 2021.

Jennifer Ridenour
Notary Public, State of Florida at Large

Jennifer Ridenour
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:
September 24, 2024

