

This Instrument Prepared By:  
**DAVID H. ROGEL, ESQUIRE**  
BECKER & POLIAKOFF, P.A.  
121 Alhambra Plaza, 10<sup>th</sup> Floor  
Coral Gables, Florida 33134

**SECOND AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM FOR  
OCEAN POINT VILLA CONDOMINIUM**

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**WHEREAS**, the Declaration of Condominium for OCEAN POINT VILLA CONDOMINIUM, was recorded on December 8, 1976 in the Public Records of Monroe County, Florida and recorded at Book 683, Page 358 ("Declaration"), and

**WHEREAS**, the Declaration was previously amended by that First Amendment to the Declaration, recorded at Official Record Book 2677, Page 1317; of the Public Records of Monroe County, Florida; and

**WHEREAS**, the Association has determined that additional amendments to the Declaration should be made; and

**WHEREAS**, the amendment contained below has been approved by a vote of the unit owners as described in Article 18 of the Declaration of Condominium.

**NOW, THEREFORE**, the Declaration of Condominium for OCEAN POINT VILLA CONDOMINIUM is hereby amended as follows: *[Pursuant to Florida Statute Chapter 718.110(l)(b) deleted items are crossed out by hyphens and new material is underlined]*

Article 12. RESTRICTIONS UPON USE. No owner, tenant, or other occupant of a condominium unit shall:

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~~(e) Commencing on the effective date of this amendment no unit may be leased or rented for occupancy to a prospective tenant with children under the age of twelve (12) years.~~

~~(t)~~ (s) Pets- no unit owner shall keep upon the premises any dog in excess of two feet in height. No lessee or tenant shall keep upon the premises any pet whatsoever.

Article 13. SALE, TRANSFER, LEASE OR OCCUPATION OF UNIT. A. In recognition of the close proximity of the units and the compact living conditions which will exist in this condominium, the mutual utilization and sharing of the common elements and common recreational facilities, and the comparability and congeniality which must exist between the unit owners and occupants in order to make an undertaking of this nature satisfactory and enjoyable for all parties in interest, it shall be necessary for the board of directors of the Association, or its duly authorized officers, agent or committee, to approve in writing all sale, transfers, leases or occupation of a unit before such sale, transfer, lease or occupation shall be valid and effective. Written application for such approval shall contain such information as may be required by application forms promulgated by the board and shall be accompanied by a transfer fee as required by the Board. When considering such application, consideration shall be given to good moral character, social compatibility, personal habits, and financial responsibility of the proposed purchaser, transferee, lessee or occupant. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver or estop the Association from enforcing this provision in any other instance. A lessee shall not assign his lease or sublet his

condominium unit without the prior written approval of the board of directors or its duly authorized officers or committee.

B. No unit may be leased or rented for a period of less than ~~one month's~~ six (6) consecutive month's duration. A lessee or renter may not have more than a total of six (6) individuals including guests occupying a single condominium unit overnight.

C. In the event a lease, sublease, or occupation of a unit is disapproved, the unit shall not be leased, subleased or so occupied. In the event a sale or transfer is disapproved or no action is taken by the board or its duly authorized officers, agents or committee within 15 days after receipt of said application, and the unit owner intends to close in spite of such disapproval or inaction, the unit owner shall give the board of directors an additional 30 days written notice of such intent prior to closing. In such event, the Association or any other unit owner shall have a right of first refusal to purchase said unit for the identical price, terms and conditions; which right shall be exercised in writing delivered to the proposed seller or mailed to his address as shown on the Association records. In the event the Association is of the opinion that the price is not a bona fide sales price, then the sales price for purposes of the right of first refusal shall be the fair market value of the unit determined by the average of the values assigned by the written appraisals of three recognized real estate appraisers, one of whom shall be selected by the Association, one by the proposed seller and the third by the first two appraisers. The cost of such appraisals shall be divided between the Association and the proposed seller. If such rights of first refusal is exercised by more than one, priority shall be given to the one who delivers in person or has his acceptance postmarked first. If no one exercises his right of first refusal by delivering or mailing his acceptance prior to three days before the proposed closing date or within 10 days after the sales price is determined by appraisal, which it later, the transfer may be closed pursuant to the price and terms stated in the notice. Failure of a transferor to comply with these provisions for sale or transfer shall give the Association, or any other unit owner a right to redeem the unit involved from the transferee at any time before the closing of such transfer and for a period of 6 months after the recording of such conveyance in the public records of said county, or 60 days after the board of directors is given formal written notice of such transfer, whichever period is shorter. The only condition to the exercise of such right of redemption shall be that the transferee be reimbursed for that portion of the purchase price he has paid to that date. Immediately upon the tender of such sums the transferee shall convey all his right, title and interest to the one making the redemption. In addition to all other available remedies, the right of redemption may be enforced by suit for specific performance. In the event legal proceedings are commenced by the Association or any unit owner to enforce the provisions of this paragraph against a unit owner or transferee who fails to comply therewith, the party bringing such proceedings shall be entitled to his costs and reasonable attorneys fees as determined by the Court, including appellate proceedings, if such party prevails.

D. The foregoing provisions shall not be applicable to purchasers at foreclosure sales of mortgages held by savings and loan association, bank and insurance companies, or their subsidiaries or affiliates, or to conveyances or leases to or from such institutional first mortgagees or the Developer.

**Effective Date:** The amendments made by this instrument shall become effective upon filing the original of this instrument, signed by the President and attested to by the Secretary of Ocean Point Villa Condominium Association, Inc., with witnesses and notary public as prescribed by Florida Statutes, with the Clerk of the Court for Monroe County, Florida for publication in the Public Records of said County and State.

**In Witness Whereof,** said President and Secretary have affixed their authorized signatures before the named witnesses and Notary's Public on the dates described for the uses and purposes set forth in this instrument.

**[NOTARY ATTESTATION ON NEXT PAGE]**

**WITNESSES:**

**Ocean Point Villa Condominium  
Association, Inc.**

Kathleen Carter

Sign Name

Kathleen Carter

Print Name

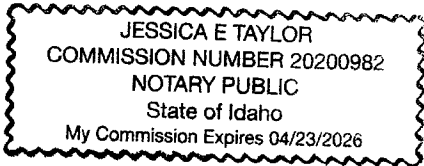
Sign: [Signature]  
James Bernard Carter, President

STATE OF Idaho

COUNTY OF Nez Perce

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 3 day of September 2021, by James Bernard Carter, President of Ocean Point Villa Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or have produced (James Bernard Carter) as identification.

My commission expires: 04/23/2026  
(SEAL)



[Signature]  
NOTARY PUBLIC SIGNATURE  
STATE OF Idaho

Jessica E. Taylor  
PLEASE PRINT OR TYPE NOTARY SIGNATURE

This Instrument Prepared By:  
**DAVID H. ROGEL, ESQUIRE**  
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**In Witness Whereof,** said President and Secretary have affixed their authorized signatures before the named witnesses and Notary's Public on the dates described for the uses and purposes set forth in this instrument.

**[NOTARY ATTESTATION ON NEXT PAGE]**

**WITNESSES:**

**Ocean Point Villa Condominium  
Association, Inc.**

Kathleen Carter

Sign Name

Kathleen Carter

Print Name

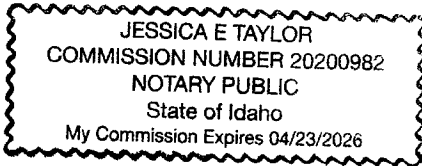
Sign: [Signature]  
James Bernard Carter, President

STATE OF Idaho

COUNTY OF Nez Perce

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 3 day of September 2021, by James Bernard Carter, President of Ocean Point Villa Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or have produced (James Bernard Carter) as identification.

My commission expires: 04/23/2026  
(SEAL)



[Signature]  
NOTARY PUBLIC SIGNATURE  
STATE OF Idaho

Jessica E. Taylor  
PLEASE PRINT OR TYPE NOTARY SIGNATURE