

CFN 20210336399
OR BK 32701 PG 1216
RECORDED 07/19/2021 15:54:22
Palm Beach County, Florida
AMT
Joseph Abruzzo
Clerk
Pgs 1216-1222; (7Pgs)

Prepared by and return to:
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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR OAKMONT VILLAGE
("DECLARATION"); ARTICLES OF INCORPORATION FOR OAKMONT VILLAGE
HOMEOWNERS ASSOCIATION, INC. ("ARTICLES"); AND BYLAWS OF
OAKMONT VILLAGE HOMEOWNERS ASSOCIATION, INC. ("BYLAWS")**

I HEREBY CERTIFY that the amendments attached as Exhibit A to this Certificate were duly adopted as amendments to the Declaration, Articles and Bylaws, recorded in Official Records Book 12341, at Page 1961, of the Public Records of Palm Beach County, Florida; and as they may have been further amended from time to time.

The attached amendments to the Declaration were approved by Members holding not less than seventy-five (75%) percent of the votes of those Members participating in a meeting of the Members held on July 12, 2021. The attached amendments to the Articles and Bylaws were approved by at least a majority of the votes of all Members participating in a meeting of the Members held on July 12, 2021; and by not less than sixty (60%) percent of the entire Board of Directors at a Board meeting held on July 12, 2021; in the manner specified therein.

[Signatures on Following Page]

WITNESS my signature hereto this 12th day of July, 2021 at Wellington, Palm Beach County, Florida.

Oakmont Village Homeowners Association, Inc.

Witness 1: Jay Broder
Print Witness 1 Name:

By: Cathy Connolly
Cathy Connolly, as President

JAY BRODER

Attest: Steve Panse
Steve Panse, as Secretary

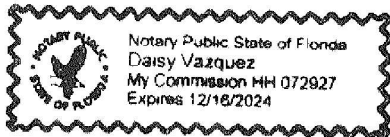
Witness 2: [Signature]

Print Witness 2 Name:
Reth Epstein

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this July 12, 2021 (date) by Cathy Connolly and Steve Panse, the President and Secretary, respectively, of Oakmont Village Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ (type of identification) as identification.

[Notary Seal]



Daisy Vazquez
(Signature person taking Acknowledgment)

Daisy Vazquez
(Name typed, printed or stamped)

Tailfield management
(Title or rank)

(Serial number, if any)

NOT A CERTIFIED COPY

EXHIBIT A

**AMENDMENTS TO THE
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR OAKMONT VILLAGE (“DECLARATION”), THE ARTICLES OF
INCORPORATION FOR OAKMONT VILLAGE HOMEOWNERS ASSOCIATION,
INC. (“ARTICLES”) AND THE BYLAWS OF OAKMONT VILLAGE
HOMEOWNERS ASSOCIATION, INC. (“BYLAWS”)**

Amendment to Article 3, Section 3.01 of Declaration

Section 3.01 is amended as follows:

[words to be added are underlined, words to be omitted are ~~struckthrough~~]

3.01. Membership. Every owner of a Lot, and Declarant, shall be a Member of the Association (hereinafter referred to as “Membership”). The Members shall also include the spouses or legally-registered domestic partners of such Owners: but only Owners shall have the right to cast votes on behalf of a Lot. Membership in the Association, except for Membership of Declarant, shall be appurtenant to and may not be separated from the Lot. Except as to Declarant, ownership of a Lot shall be the sole qualification for Membership in the Association. Declarant shall be a Member of the Association until the date on which Declarant ceases to own any portion of the Property.

Amendment to Article 6, Section 6.09 of Declaration

Section 6.09 is amended as follows:

[words to be added are underlined, words to be omitted are ~~struckthrough~~]

6.09. Financial Reports. Within sixty (60) days following the end of the fiscal year, the Board of the Association shall make available to each Owner (and to any Institutional Mortgagee that has made a written request) a complete annual statement of the Association’s actual receipts and expenditures for the previous twelve (12) months. ~~Such annual statements prepared for periods after turnover shall be reviewed and certified by an independent certified public accountant.~~ The report may be audited, at the option of the Board. The Board shall prepare a reviewed, compiled or audited annual financial statement if the same is required by Chapter 720, Fl. Stat., as it may be amended from time to time. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications in accordance with Section 9.8 of the Bylaws of the Association.

Within ninety (90) days after control of the Association is turned over to Owners other than Declarant, Declarant shall cause to be prepared, at the Association’s expense, a balance sheet and operating statement reflecting income and expenditures of the Association for

the period from the commencement of operations of the Association to turnover, which shall be audited by an independent certified public accountant.

Addition of Article 6, Section 6.13 of Declaration

Section 6.13 is added as follows:

[words to be added are underlined, words to be omitted are ~~struck through~~]

6.13. Capital Contribution. Each Owner or group of Owners that acquires title to a Lot shall be obligated to pay to the Association, as a capital contribution, Four Hundred Fifty and no/100 (\$450.00) Dollars per Lot, which amount shall be due and payable at the time of closing. Such capital contribution is separate from, and in addition to, common assessments levied by the Association to fund common expenses. Such capital contribution may be used for any Association purpose as determined by the Board of Directors, including maintenance of the Common Properties, capital improvements, and/or operating expenses. The capital contribution shall be collectable as an assessment, and if unpaid shall be subject to the Association's full right and power to collect such assessment, including, but not limited to, the right of lien and foreclosure pursuant to Article 7 herein.

Amendment to Article 7, Section 7.03 of Declaration

Section 7.03 is amended as follows:

[Substantial rewording. See governing documents for current text.]

7.03. Subordination of the Lien to Institutional Mortgages. The lien of the assessments provided for herein is subordinate to the lien of any first mortgage whose mortgage is recorded prior to the recording of a lien for delinquent sums owed the Association among the Public Records of Palm Beach County; however, such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure and only where the Association was initially joined as a defendant in the mortgage foreclosure action. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Notwithstanding anything contained herein to the contrary, only a first mortgagee who acquires title to a Lot shall be excused from paying assessments which came due prior to acquiring title. Nothing herein shall be construed to relieve a first mortgagee who acquires title from the obligation to pay the Association the lesser of twelve (12) months of unpaid assessments that came due immediately preceding the acquisition of title or one percent (1%) of the original mortgage amount as is currently required pursuant to Section 720.3085, Fla. Stat. (2019). If the referenced statute is amended to increase the amount of a first mortgagee's liability, the first mortgagee shall be liable for that increased amount. No statutory amendment which may

effectively decrease a first mortgagee's liability shall alter a mortgagee's liability to the Association under this section. Any Lot Owner who acquires title to a Lot at foreclosure sale held in the context of a mortgage foreclosure and who was not the holder of the first mortgage, or who acquires title as a result of any other public sale or private transaction, shall be liable to pay any and all unpaid assessments that came due prior to acquiring title in addition to all interest, costs, late charges and attorney fees which came due prior to taking title as well as those that were incurred subsequent to acquiring title and in collection of such sums.

Amendment to Article 13, Section 13.01 of Declaration

Section 13.01 is amended as follows:

[words to be added are underlined, words to be omitted are ~~struck through~~]

13.01. Approval. Lots shall not be leased without the prior written approval of the Association. Such approval requirement shall apply to both leases and lease renewals. An agreement to lease a Lot back to a selling Owner after the transfer of title to a new Owner, or to allow a selling Owner to remain in a Lot after the transfer of title to a new Owner, shall be considered a lease and be subject to approval. The Association has the right to require that a substantially uniform form of lease be used, as approved by the Board. Any lease shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Master Covenants, or any applicable Rules duly adopted by the Board or the Master Association from time to time. No lease shall be for a period of less than ~~six (6) months~~ one (1) year, and the proposed tenants shall consist of not more than two (2) persons per bedroom in any dwelling. Notwithstanding the above, a Lot Owner who has sold their Lot may lease back the Lot from the new Owner for any period of time, including a period of less than one (1) year, if the selling Lot Owner does not move out of the Lot at the time of sale. Subleases of Lots are prohibited. Lots shall not be leased more than once in any six (6) month period as measured from the start date of the last approved lease or lease renewal, even in the event that a tenant should vacate a Lot before the natural termination of such lease. Notwithstanding the lease of an Owner's Lot, all liabilities of the Owner under this Declaration shall continue unabated. The Association must either approve or disapprove a lease within ten (10) days after the next Board meeting following submission of a complete and accurate written request for approval, which request shall be accompanied by such information as the Board may reasonably require, as well as an application fee in an amount to be determined by the Board from time to time. If approved, a recordable Certification of Approval shall be executed by the Secretary or other authorized agent of the Association at the expense of the tenant. If the Association fails to give the Owner written notice of its approval or disapproval of the proposed lease within the aforesaid period, the lease shall be deemed acceptable to the Association. The provisions of this Article 13 shall not be applicable to Declarant or any Affiliate designated by Declarant. Notwithstanding anything herein or any Rule to the contrary, Declarant as well as any Person approved in writing by Declarant shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer Lots owned by Declarant or such Person, as the case may be, for any period and under any terms to any tenants, purchasers or transferees without the consent of any Person, including the Association, being

required. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Section 13.012 may not be amended without the consent of Declarant. The listing of Lots or any portion of Lots for lease on any Internet vacation or transient rental platform shall be strictly prohibited, regardless of the length of term offered or the conditions stated therein.

Amendment to Article 5, Section 5.1 of Articles

Section 5.1 is amended as follows:

[words to be added are underlined, words to be omitted are ~~struckthrough~~]

- 5.1 Membership. The members of the Association (“Members”) shall consist of the Lot Owners of the Property from time to time, including Declarant, as further described in the Declaration. The Members shall also include the spouses or legally-registered domestic partners of such Owners; but only Owners shall have the right to cast votes on behalf of a Lot.

Amendment to Section 3.3 of Bylaws

Section 3.3 is amended as follows:

[words to be added are underlined, words to be omitted are ~~struckthrough~~]

- 3.3 Notice of Meeting; Waiver of Notice. Written notice of a meeting of Members stating the time and place and an agenda for which the meeting is called shall be given by the President or Secretary. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

A copy of the notice shall be mailed or delivered to each Lot Owner (through first-class U.S. mail, hand-delivery, fax or electronic mail) at least 14 days prior to the meeting and shall be posted in a conspicuous place at the Property at least 48 hours preceding the meeting. The posting and making of the notice shall be effected not more than sixty (60) days, prior to the date of the meeting. The notice of the annual meeting shall be mailed or delivered to each Owner (through first-class U.S. mail, hand-delivery, fax or electronic mail), unless the Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Section 10 hereof.

Notice of specific meetings may be waived before or after the meeting. The attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

The Association may, by Board resolution, allow Lot Owners to provide the Association with an electronic mail address for the purposes of transmitting notice pursuant to this section. In the event that a Lot Owner provides the Association with an electronic mail address for the purposes of transmitting notice pursuant to this section, delivery of notice to such Lot Owner by electronic mail shall satisfy the requirements of this section. The provisions of this section shall apply to any written notice that may be required by the Governing Documents or Chapter 720, Fl. Stat., unless a different means of providing such notice is otherwise provided therein. Notice by electronic mail shall constitute notice by electronic transmission.

2023
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