

**AMENDED AND RESTATED DECLARATION OF
THE PROTECTIVE COVENANTS
AND BY-LAWS
FOR OCALA EAST VILLAS, INCORPORATED**

KNOW ALL MEN BY THESE PRESENTS:

That this Amended and Restated Declaration of the Revitalized Protective Covenants and Revitalized By-Laws for Ocala East Villas, Incorporated, as recorded in the Public Records of Marion County, Florida in accordance with Florida Statute §720.407, is made and entered into this 28th day of April, 2016, by Ocala East Villas, Incorporated, a Florida non-profit corporation, herein called the "Corporation", and the owners of properties within the Plat(s) of OCALA EAST VILLAS UNIT NO. 1, as described in Plat Book N, Pages 42-44, Public Records of Marion County, Florida, herein called "Ocala East Villas Subdivision". Said Declaration is an amendment to the existing "Revitalized Third Amendment To Protective Covenants for Ocala East Villas Incorporated" and to the existing "Revitalized By-Laws, Ocala East Villas" as recorded in the Official Records Book 6219. at Page 1507, of the Public Records of Marion County, Florida.

**PROTECTIVE COVENANTS
OCALA EAST VILLAS, INCORPORATED**

1. LOTS shall be used exclusively for the location and maintenance thereon of one mobile home. If the original mobile home is replaced, said replacement mobile home must be previously untitled or less than 5 years old, and must be a minimum of 800 square feet. Park model homes are not allowed. The Board of Directors of the Corporation reserves the right to approve the placement of the mobile home on said lot. No additional dwelling may be constructed on same. An external utility room may be erected. One additional storage building may be erected, containing not more than three-fourths of the floor area of said mobile home to which it is attached. Any and all additional structures shall be of masonry construction or of the same type of material of which the mobile home is constructed. No used or scrap materials of any nature shall be used for any construction on said lot, nor shall tarps or plastic be permitted to be hung as a visual screen. Any and all construction of improvements - including but not limited to additions, sheds, fences, driveways, carports, etc. - must be submitted in writing, including a plan or drawing, for approval by a majority of the Board of Directors, before construction or installation is begun. County permit may be required.

2. EASEMENTS. Lots shall be subject to easements for utility lines, including electric, water, telephone and cable television, to be placed on said lots in accordance with a reasonable plan of the utility concerned.

3. REQUIRED IMPROVEMENTS. All homes must be skirted. Skirting must be of masonry, stone or brick or of the appearance of same. All lots must have a 6 x 10 (minimum) entrance awning, a paved driveway, and a 23' x 12' (minimum) carport. All open and unpaved space within each lot must be planted, landscaped (lawn, mulch, shrubs, etc.) and maintained.



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4. **FENCING** placed on lots must be of new construction material, must not exceed 6' in height, and is not permitted in the front yard. New fencing must be approved as per #1 above.

5. **LOT MAINTENANCE.** Landscaping must be maintained and kept free of dead trees and tree limbs, tall grass, and undergrowth. Untended lots may be subject to maintenance and resultant fees as set forth in the Covenants Enforcement Procedures Document below.

6. **IRRIGATION SYSTEMS** installed on any lot must be maintained to insure that they are in proper working order and without leaks. An improperly functioning irrigation system shall be considered to be an abuse of Community resources and may be subject to disconnection as set forth in the Covenants Enforcement Procedures Document below.

7. **LITTER.** Items stored on any lot should not be visible from the street. No garbage, trash, cardboard cartons, refuse or rubbish shall be kept on any lot except in closed containers, except that recycle items may be kept in the approved recycle bin(s) provided by a franchise recycle removal service. Such containers shall be kept out of sight or at the back of the carport, except that they may be placed at the front of the lot for pick-up in accordance with the requirements of a franchise garbage removal service. Garbage, trash and yard debris shall not be burned or buried within the subdivision. Untended lots may be subject to maintenance and resultant fees as set forth in the Covenants Enforcement Procedures Document below.

8. **MOTOR VEHICLES/VEHICLE PARKING.** All motor vehicles, RVs and trailer-type vehicles parked within the subdivision must have a current Registration Tag. Only currently registered, roadworthy and operational vehicles may be parked on a lot. No inoperable/junk/scrap vehicles shall be allowed to remain in the subdivision. Any vehicle parked on the lot must be of a size that will fit under the lot's carport. No oversized or commercial vehicle shall be permitted to park overnight on the lot or within the subdivision except within the carport. For the purpose of this provision, an oversized vehicle shall be defined as greater than 12,000 GVW; a commercial vehicle shall be defined as any truck, bus, van or trailer with a sign displayed on any part thereof advertising any kind of business, or within which any commercial materials and/or tools are visible. Non-compliant vehicles may be subject to tow and resultant fees as set forth in the Covenants Enforcement Procedures Document below.

9. **PARKING/RV LOT.** Provision has been made within the subdivision for a storage area for boats, trailers, RVs, campers, etc. Spaces shall be assigned; record of the current vehicle tag must be registered in the office of the Corporation. Non-compliant vehicles may be subject to tow and resultant fees as set forth in the Covenants Enforcement Procedures Document below. No boat or watercraft, boat trailer or other trailer, camper, recreational vehicle, utility vehicle or utility trailer shall be stored on any lot unless it is stored within the carport, except that said vehicles will be allowed to park on an owner's lot for no more than three (3) consecutive days for loading/unloading and maintenance purposes.

10. **OVERNIGHT PARKING** on the common ground areas within the subdivision shall not be allowed.

11. **WELLS.** No new well may be placed on any lot.

12. **SWIMMING POOLS.** Existing swimming pools shall comply with Marion County Zoning Regulations. No new pools or replacement of existing pools shall be permitted, except as may become necessary as regards to the Community pool.
13. **CLOTHES LINES** shall be located only on the rear (back yard) of the lot. When air-drying items (clothing, bedding, rugs, towels, etc.) said clothes line must be utilized.
14. **ANTENNAS.** No individual radio or television antenna shall be placed upon a lot or affixed in any manner to any structure thereon except those devices for the reception of Over-the-Air Television. Any satellite dish installed must be no more than one meter in diameter.
15. **RECREATION EQUIPMENT,** playground equipment, swing sets, trampolines, gym equipment, etc. must be located in the rear (back yard) of the lot. Firepits and grills/smokers may be at the rear or side yard only.
16. **PETS.** No horse, cow, swine, goat, chickens, pigeons or livestock shall be maintained on any lot. Household pets may be kept provided that they are not bred or maintained for commercial purpose, and that they do not cause an unreasonable nuisance or annoyance to other owners. All household pets shall be housed indoors within the residence. When outdoors, pets shall be within a fenced yard, and when outside of an owner's lot they must be restrained by a leash at all times. Pets shall not be allowed to run free in the subdivision. All animal waste must be picked up and properly disposed of by the pet owner.
17. **BUSINESS.** No business or commercial enterprise open to the public or resulting in outside traffic or parking shall be conducted on said lots.
18. **SIGNAGE.** No sign shall be erected on any lot or common ground, except that 1) a small sign indicating the name and/or address number of a lot owner shall be permitted, and 2) a small real estate "For Sale" sign shall be permitted, and 3) a small sign provided by a contractor for security services will be permitted within 10 feet of any entrance to the home.
19. **OEV FACILITIES.** The Corporation will own the main water works, sewer systems, clubhouse, recreational facilities, parking/RV lot and Tracts A and B in the subdivision. The Corporation shall be restricted so that its ownership cannot be separated from ownership of property in the subdivision without the consent of all property owners.
20. **MONTHLY UTILITIES FEE.** The Corporation reserves the right to charge each lot owner a monthly utilities fee for provision of water, sewer, maintenance and recreation facilities or a combination thereof. In the event of nonpayment of these charges, the Corporation shall be entitled to pursue disconnection of service, and to pursue legal action against the lot owner for unpaid fees, including late fees, attorney fees and court costs.
21. **OCCUPANCY/ LEASES.** Lots or residences located thereon shall be restricted to residential use. It is the responsibility of each owner, as a member of the Corporation, to insure that current address and contact information is kept up to date in the office of the Corporation. All homes shall be owner-occupied unless leased to tenant(s) subject to advanced written approval by the Board of Directors. For purposes of this restriction, the Corporation shall be entitled to require the provision of information regarding the proposed tenant(s) or lessee to include credit check and background check, the expense of which is to be borne by the owner/lessor. All leases shall be in writing, a copy of which

is to be on file in the office of the Corporation. In the event that a copy of same is not provided, the Corporation may pursue legal action, the cost of which, including all court costs and reasonable attorney's fees, is to be borne by the owner/lessor as set forth in the Covenants Enforcement Procedures Document. Each lease shall contain the following provision:

"The lessee hereby acknowledges that this lease is subject to the Protective Covenants of Ocala East Villas, Incorporated, that the lessee has read same and agrees to be bound thereby, and that failure to comply with same may result in certain remedies being applicable to lessee including, without limitation, personal liability of lessee and lessor for damages, including reasonable attorney's fees."

In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference. In the event a lessee or a lessee's invitee, guest, or licensee of a lot or residence located thereon occupies same without a written lease, the occupancy thereof shall constitute an acceptance of this provision and agreement to be bound thereby subject thereto. The Corporation shall have the right to collect attorney's fees against any occupant or tenant and the owner of the lot or building located thereon in the event that legal proceedings must be instituted against such occupant or tenant for enforcement of these Protective Covenants.

22. COVENANT ENFORCEMENT. The Corporation has the right to pursue legal action to enforce these Protective Covenants, in accordance with the Covenant Enforcement Procedures Document attached hereto. The expense of any litigation, including attorneys' fees and costs for any pre-litigation or pre-trial matters related thereto to enforce these Covenants, shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of said Covenants. Enforcing these Covenants shall be in accordance with Article IX of the By-Laws of Ocala East Villas, Incorporated as recorded on the date of enforcement. Any uncollected monetary judgment obtained by the Corporation against any individual lot owner(s) shall constitute a lien against the lot and mobile home of said lot. The Board of Directors retains discretion on whether to pursue legal action to enforce these Covenants against any individual lot owner(s). However, a failure to pursue a violation shall not constitute a waiver of its right to pursue a subsequent violation. Individual lot owner(s) shall have an independent right to bring legal action against any lot owner(s) but not against the Corporation, to enforce these Covenants.

23. TEMPORARY VARIANCE for non-compliance may be requested in writing to the Board of Directors. Such request must state the reason for the needed non-compliance and the date by which said non-compliance will be rectified. Such requests may be approved by a majority of the Board of Directors.

These Protective Covenants shall be considered as Covenants running with the land, which shall be binding upon all parties and all persons claiming under the undersigned corporate officer until the first day of January, 2025, at which time said Covenants shall be automatically extended for successive periods of ten years, unless by a vote of a majority of ballots cast by qualified members of the Corporation, at a regular membership meeting or a special meeting of the members called for the specific purpose of amending the Protective Covenants, and with a minimum of a quorum of ballots received either in person or by absentee ballot such Covenants are changed in whole or in part. The existence of less restrictive legal code will not supersede these Protective Covenants.

Covenant Enforcement Procedures Document

- 1. Violations determined by visual observation may be noted by any homeowner as a member of the Corporation. Violations may be reported to the Board of Directors in writing and signed by the complainant.**
- 2. Photographic evidence may be obtained as deemed appropriate, necessary and required as per #3 below; any such entry upon the property where alleged violation exists, by the Corporation or its agent(s), shall not be considered trespass.**
- 3. Upon verification of non-compliance including a date-stamped photograph whenever possible, written Violation Notice will be sent to the offending lot owner(s). In the event that the lot owner(s) is not in current residence at said property, notice will be sent to the contact address of the owner on file in the Corporation office. The first notice of the violation will be regarded as a warning.**
- 4. If after five (5) business days the violation has not been cleared or addressed by written response, a second notice of violation will be sent, said notification to advise the owner(s) of 1) any Policy Enforcement Fee (as established in the Rules and Regulations and posted in the Corporation office) that may be incurred as a result of continued non-compliance, and the date after which said fine will begin to accrue, and/or 2) any additional action which may be pursued by the Corporation.**
- 5. Any owner(s) receiving a Violation Notice may submit a written appeal to the Corporation, requesting a specific temporary suspension of the rule as violated, for purpose of determining a permanent stated solution or remedy as approved by a majority of the Board of Directors. If the owner disputes that a violation has occurred, he may request a hearing before a committee of at least 3 members appointed by the Board of Directors who are not officers or directors of the Corporation. Policy Enforcement Fee may be waived until determination is made.**
- 6. In the case of failure to remedy the previously stated breach of any of these Protective Covenants, the Corporation shall have the right, through its agents and employees, to enter upon the lot involved and repair, maintain, remove and restore such lot, the cost thereof ("Maintenance Charge") to be charged to the lot owner(s). Any such entry upon the property where violation exists shall not be considered trespass.**
- 7. If after exhaustion of the above the non-compliance still exists, the Board will make a determination whether to submit to legal counsel for legal demand of compliance of the stated violation. Costs, including attorney fees and court costs, will be the responsibility of the lot owner(s).**
- 8. Any Policy Enforcement Fee thus established and incurred, including late fees, and any Maintenance Charges incurred, shall be a binding personal obligation of such owner(s), which cost may mature into a lien enforceable in the same manner as a mortgage upon the lot in question in the following manner: The Corporation may record an Affidavit of Non-payment of Maintenance Charge with the appropriate Marion County department.**

BY-LAWS
OCALA EAST VILLAS, INCORPORATED

ARTICLE I

SECTION 1. THE NAME. The name of the Corporation shall be OCALA EAST VILLAS, INCORPORATED, herein after referred to as the "Corporation".

SECTION 2. PRINCIPAL OFFICE. The principal office of the Corporation shall be at the Clubhouse at Ocala East Villas, 191 NE 63rd Court, Ocala, FL 34470.

ARTICLE II
BOARD OF DIRECTORS

SECTION 1. ELIGIBILITY. Only residents and homeowners of record of Ocala East Villas Subdivision, in residence for a minimum of one (1) year, are eligible to service on the Board of Directors

SECTION 2. NUMBER AND TERM. The Board of Directors, including the President, shall not exceed nine (9), three (3) of whom shall be elected each year for a term of 3 years. The term Board of Directors can include both men and women.

SECTION 3. VACANCY AND REPLACEMENT. If the office of any Director or Directors becomes vacant for any reason, a majority of the Board members present at the next Board meeting shall elect a successor/successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

SECTION 4. REMOVAL. Directors may be removed from office by an affirmative vote of a majority of the corporate members present and by absentee ballot, at a regular or special meeting called for that purpose. No Director shall continue to serve on the Board if, during the term of his/her office, his/her membership in the Corporation shall be terminated by reason of the sale of his/her lot/lots. If a majority of the corporate members vote to remove each and every member of the current Board of Directors, both individually and jointly, then an interim President shall be elected at this meeting for purpose of conducting a vote of the Corporate Board of Directors to serve the Corporation pending the annual meeting of the corporate members.

SECTION 5. POWERS. The Board of Directors shall manage the property and business of the Corporation. The powers of the Board of Directors shall be limited to the following items:

- A. To collect of charges for utilities and maintenance and establish the time within which payment of such charges are due.
- B. To use and expend the monies collected to maintain, care for and preserve the Corporation facilities as provided for in the current annual budget approved by the corporate members.
- C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.
- D. To insure and keep insured the corporate property and to purchase such other liability insurance as required by applicable State and/or Federal law.
- E. To establish and enforce reasonable rules and regulations for the use of corporate facilities.

SECTION 6. COMPENSATION. Directors and Officers, as such, shall receive no compensation for their services.

SECTION 7. MEETINGS.

A. The first meeting of each Board of Directors newly elected by the corporate members shall be held as soon as practical after the annual meeting of the corporate members.

B. The Board of Directors shall meet quarterly, including the annual Membership meeting. The Board of Directors will schedule monthly workshop meetings to discuss routine management of the Corporation. All meetings will be open to any member of the Corporation in good standing. The day and time of all meetings shall be posted at the office of the Corporation. It will be required that each Board member attend a minimum of seven (7) meetings per year.

C. In an emergency, the President may call a special meeting of the Board of Directors. The minutes of such meeting shall be distributed to the corporate members in five (5) days, advising them of the Board's action.

D. At all meetings of the Board, a majority of the Directors shall be sufficient to constitute a quorum for the transaction of business.

SECTION 8. FINANCIAL STATEMENTS. The Board shall present to the corporate members a written quarterly financial statement indicating the receipts and disbursements made by the Corporation. The Board shall also provide, at the annual meeting of the corporate members, an annual Financial Statement. This annual Financial Statement shall include the necessary profit and loss figures and balance sheets so as to represent a present true and actual financial condition of the Corporation, prepared by a Certified Public Accounts licensed in the State of Florida.

ARTICLE III
OFFICERS

SECTION 1. EXECUTIVE OFFICERS. The Executive Officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected annually by the Board of Directors. If the Board so determines, there may be an Assistant Secretary and an Assistant Treasurer. Any two of the offices may be united in one person, except that the President shall not also be the Secretary or Assistant Secretary or the Treasurer or Assistant Treasurer of the Corporation.

SECTION 2. ELECTION. The Board of Directors, at its first meeting after each annual meeting of the corporate members, shall elect a President, Vice President, Secretary and Treasurer, none of whom (except the President and Vice President) need be members of the Board.

SECTION 3. TERM. The officers of the Corporation shall hold office until their successors are chosen and qualified in their stead. Any officer may be removed for cause, at any time, by the affirmative vote of a majority of the Board of Directors.

SECTION 4. THE PRESIDENT. The President shall be the Chief Executive Officer of the Corporation, and will preside at all meetings of the corporate members and all meetings of the Board of Directors. The President shall be an ex-officio member of all standing committees, and shall have active management of the business of the Corporation.

SECTION 5. THE VICE PRESIDENT. The Vice President shall be vested with all powers required to perform all the duties of the President in his/her absence, and such other duties as may be prescribed by the Board of Directors.

SECTION 6. THE SECRETARY.

A. The Secretary shall record the minutes of the corporate members' annual meeting, the Board of Directors' quarterly meetings, and notes from the Board workshops.

B. The Secretary shall see that all notices are fully given in accordance with the provisions of these By-Laws or as required by law.

C. The Secretary shall be custodian of the corporate records and of the seal of the Corporation, and shall see that the seal of the Corporation is affixed to all pertinent documents.

D. The Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

E. The Secretary shall prepare and maintain a list of all qualified members of the Corporation at any given time, which shall be made available to any member of the Corporation upon demand.

SECTION 7. THE TREASURER.

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements, in the computer belonging to the Corporation, as well as a separate hard copy in the books belonging to the Corporation. He/she shall arrange for deposits of monies and other valuable effects in the name and to the credit of the Corporation in such depository as may be designated by the Board of Directors, the Articles of Incorporation, and these By-Laws.

B. The Treasurer shall disburse the funds of the Corporation, as approved by the Board of Directors, having proper vouchers for such disbursements. He/she shall present monthly, to the Board of Directors, an account of all transactions completed, and an account of the financial status of the Corporation.

C. The Corporation shall provide a bond, for the Treasurer, in a sum and with one or more sureties satisfactory to the Board of Directors, for the faithful performance of the duties of his/her office, and the restoration to the Corporation, in case of his/her death, resignation or removal from office, of all books, papers, vouchers, money or other property or whatever kind in his/her possession belonging to the Corporation.

SECTION 8. COMMITTEES.

A. A Planning Committee shall be appointed by the Board of Directors to develop plans for the upgrading of the clubhouse and the water and sewer systems, and any other projects for the improvement of the community. This committee shall make a feasibility study, complete with the estimated costs of each project, to be presented to the Board of Directors and the corporate members for their approval. All plans shall be posted at the office of the Corporation and be made available to the corporate members for their consideration.

B. The establishment of any additional committee(s) must be approved by the majority of the Board of Directors.

SECTION 9. INDEMNIFICATION. Every Director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities in connection with any proceeding to which he/she may be a party, or in which he/she may become involved by reason of his/her being or having been a Director or Officer of the Corporation. Such indemnification shall apply whether or not he/she is a Director or Officer at the time such expenses are incurred, except in cases wherein the Director or Officer is adjudicated guilty of willful malfeasance in the performance of his/her duties. In the event that any Director or Officer intends to commence litigation to benefit the Corporation, the Board of Directors must approve the litigation in question and the indemnification of this Director for all costs and fees as prescribed in this section, by a majority vote prior to their filing suit. In the event that the individual Director or Officer initiates litigation without notice and approval by the Board of

Directors, then the Board of Directors shall not be obligated to indemnify this specific Director or Officer in the pursuit of this litigation.

SECTION 10. RESIGNATION. Any Director or Officer may resign from office at any time, said resignation made in writing and taking effect upon receipt by the Corporation, unless some other time is stated in the resignation and then to take effect from that date. The acceptance of a resignation shall not be required to make it effective. Any Director or Officer who resigns or is dismissed from the Board of Directors will not be eligible to run for or hold office for a period of two (2) years.

ARTICLE IV **MEMBERSHIP**

SECTION 1. There shall be no stock certificates issued by this Corporation. The corporate members shall consist of all the recorded owners of lots in Ocala East Villas, Incorporated.

SECTION 2. Change of membership in the Corporation shall be established by the recording in the Public Records of Marion County, Florida, of a deed or other instrument (such as Contract for Deed) establishing a recorded title to a lot within Ocala East Villas Subdivision, and upon the delivery to the Corporation of a copy of such recorded instrument. The owner designated in such instrument shall thereby become a member of the Corporation. The membership of a prior owner shall be thereby terminated provided, however, that until such delivery of recorded instrument reflecting change of ownership, the Secretary shall be entitled to assume that the former owner is still a member of the Corporation.

SECTION 3. Each member shall be entitled to one (1) vote, for each lot that he/she owns, in the management of the Corporation, and in the election of Directors. No person will be entitled to vote unless he/she is current, through the previous month, with his/her monthly utility fee.

SECTION 4. In the event the owner is not a natural person, the subject entity shall designate a natural person who shall be entitled to occupy the lot, and such natural person shall be a member of the Corporation, subject to the procedures set forth in the Articles of Incorporation and these By-Laws.

SECTION 5. If a lot is owned by one person, his/her right to vote shall be established by the recorded title to his/her lot. If a lot is owned by more than one person, only one person is entitled to cast a vote for that lot. Each person casting a vote will be charged against a master list prepared and updated for this purpose. If a lot is owned by a corporation, the person entitled to cast a vote for the lot shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of said corporation and filed with the Secretary of this Corporation. Such certificate shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the lot concerned. Any owner of such lot may revoke a certificate designating the person entitled to cast a vote of said lot.

SECTION 6. The owners declare that all of the property shall be held, sold, and conveyed subject to the easement, restrictions, Protective Covenants and conditions which are established for the purpose of protecting the value and desirability of the property, and shall be binding on all parties having any rights, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

SECTION 7. Any notice or other communication required to be given hereunder shall be deemed properly given and delivered upon the mailing thereof to any owner, at the address of the person whose name appears as the Owner on the records of the Corporation at the time of such mailing. It is the responsibility of each owner, as a member of the Corporation, to insure that current address and contact information is kept up-to-date.

ARTICLE V
MEETINGS OF THE MEMBERS

SECTION 1. PLACE. All meetings of the corporate membership shall be held at the Ocala East Villas Clubhouse, located at 191 NE 63rd Ct., Ocala, FL, 34470.

SECTION 2. MEETINGS.

A. The annual meeting of the Corporation shall be held on the first Monday of February. The purpose of this annual membership meeting shall be to hear reports of the Officers, elect members of the Board of Directors, and transact any other business authorized to be transacted.

B. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation shall be called by the President or the Secretary at the written request of a majority of the Board of Directors, or at the written request of a one-quarter (1/4) of the members of the Corporation. Such request shall state the purpose or purposes of the proposed meeting of the Corporation.

C. Business transacted at all special meetings shall be confined to the subject stated in the notice thereof.

D. Written notice of a special meeting of corporate members, stating the time and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the Corporation, at least fifteen (15) days before such meeting.

SECTION 3. MEMBERSHIP LIST. At least ten (10) days before every election of Directors, a complete list of members entitled to vote at the election, arranged alphabetically, shall be prepared the office secretary. Such list shall be produced and kept, for ten (10) days and through the election, at the office of the Corporation, and shall be open to examination by any member of the Corporation throughout such time.

SECTION 4. QUORUM. Twenty-four percent (24%) of the total members of the Corporation deemed entitled to vote in accordance with Section 3 hereof, present in person or represented by absentee ballot, shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation. If, however, such quorum shall not be present or represented by absentee ballot at any meeting of the corporate members, the members entitled to vote thereat shall have the power to recess the meeting from time to time without notice other than announcement at the time, until a quorum shall be achieved. At such recessed meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

SECTION 5. VOTES REQUIRED TO TRANSACT BUSINESS. When a quorum is present at any meeting, the vote by ballot of a majority of the members present in person, or represented by absentee ballot, shall decide any question brought before the meeting. However, if any question is not open for discussion by members present, the question cannot be voted upon.

SECTION 6. RIGHT TO VOTE. At any meeting of the corporate members, every member having the right to vote shall be entitled to vote in person or by absentee ballot (one vote for each lot). Such absentee ballots shall be valid for such meeting or subsequent recessed meeting thereof.

SECTION 7. ORDER OF BUSINESS.

A. The Order of Business at the annual meeting of the Corporation shall be:

1. Call of the roll and certification of absentee ballots
2. Proof of notice of meeting or waiver of notice
3. Reading and disposal of any unapproved minutes
4. Reports of Officers
5. Reports of Committees
6. Unfinished Business
7. New Business
8. Election of Directors
9. Adjournment.

B. The Order of Business for Special Membership Meetings shall be:

1. Call of the roll and certification of absentee ballots
2. Reading of the notice of the call of a special meeting
3. Discussion of the question
4. Voting on the question

SECTION 8. PARLIAMENTARY RULES. Roberts Rules of Order (latest edition) shall govern the conduct of corporate meetings when not in conflict with the Articles of Incorporation or these By-Laws.

ARTICLE VI
FINANCES

SECTION 1. ACCOUNTS. The funds and expenditures of the Corporation shall be credited and charged to accounts with the following classifications as shall be appropriate:

A. Current expenses shall include all funds and expenditures to be made within the year for which the funds are budgeted.

B. Reserve for deferred maintenance shall include funds for maintenance items that occur less frequently than annually.

C. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

SECTION 2. DEPOSITORY. The depository of the Corporation will be such banks and/or Savings and Loan Association in Marion County, Florida, as shall be designated from time to time by the Directors, and in which the monies of the Corporation shall be deposited. Withdrawal of monies from such accounts shall be only by the President or Vice President and Treasurer or the Assistant Treasurer as authorized by the Directors.

SECTION 3. BUDGET.

A. The Board of Directors shall cause a budget to be prepared by the Treasurer and Finance Committee for each fiscal year. The budget shall include the estimated funds required to defray current expenses and may provide funds for the reserves listed above in Section 1. The budget shall be prepared in sufficient detail (including footnotes as needed) to permit intelligent evaluation by

corporate members. A copy of the proposed budget shall be posted at the clubhouse for at least ten (10) days prior to the meeting at which the budget is presented.

B. The following expenditures are to be considered Administrative and Operational Expenses necessary for the operation of the Corporation and shall therefore be considered a binding expense:

(1) The costs of administration for the Corporation in the performance of its functions and duties under this Declaration including costs for secretarial and bookkeeping services, legal and accounting fees, and contracting expenses

(2) The costs of operating the Recreational Areas including the clubhouse and the pool and storage building

(3) The cost of upkeep and operation of the wastewater treatment plant and storage building, pump and well site, and drainage retention area, including retention of a managing company

(4) The costs required to be in compliance with all laws, statutes, ordinances and regulations of any government authority

(5) The costs of items or expenses pertaining to or for the benefit of the Corporation as pertains to the common areas or any part thereof not herein specifically enumerated and which is determined to be an appropriate item of common area expense

C. The budget must be approved by a vote of a majority of ballots cast, either in person or by absentee ballot, by qualified members of the Corporation, at a regular corporate membership meeting or a special meeting of the corporate members called for this purpose.

SECTION 4. FUNDS CONTROL. The Board of Directors shall appoint a Finance Committee. This Committee shall consist of five (5) members and the Treasurer who shall be an ex-officio member. The duty of the Finance Committee, in conjunction with the Board of Directors, shall be to give prior approval to all expenditures and/or transfers of corporate funds. Any expenditure in excess of the budget, and any expenditures for purposes not included in the budget, shall not be approved, excepting those of an emergency nature. The members of the Corporation must vote on all other expenditures.

SECTION 5. UTILITIES FEE. A monthly fee will be assessed to each lot within Ocala East Villas Subdivision, to be determined by the Board of Directors and voted on by the membership. The utility fee is due and payable on the first day of each month and shall become delinquent in fifteen (15) calendar days. Assessments which are not paid when due bear interest at the rate allowable by law. In addition to such interest, an administrative late fee of \$25 will be charged for each delinquency, as allowable by law. There will be a fee charged for any returned checks as per bank charges.

SECTION 6. SPECIAL ASSESSMENTS. Any and all sums necessary to repair, replace or reconstruct any element of the water treatment and wastewater/sewer treatment system, and any building or common area not covered in whole or in part by insurance, shall be considered a binding expense of the Corporation. Any difference between the amount of insurance proceeds received with respect to such damage and the amount of funds necessary to repair, replace or reconstruct such damage shall be disbursed from the Reserve Account herein established for this purpose. If expenses exceed Reserve funds available, the Corporation will levy a special assessment against each lot for the funds necessary to pay such expense, within ninety (90) days from the date of such damage.

SECTION 7. DELINQUENT ACCOUNTS.

A. If any lot owner shall be delinquent in the payment of any monthly installment, the Board of Directors may, upon written notice to such lot owner, terminate such lot owner's right to further use of the Corporate facilities until such fee is paid to current date. This termination shall include the loss of voting rights, termination of use of recreational facilities as well as any storage facilities owned by the Corporation, and pursuit of authorized disconnection of water services.

B. If any lot owner continues to be delinquent in the payment of their monthly installment of the utility fees to the 30th day of the current month, the Board of Directors shall have the right and authority to impose a lien upon the real property of the delinquent lot owner, as well as a fee for the reinstallation of water service. Fees are in accordance with the Rules and Regulations of the Corporation and are posted in the office of the Corporation as Policy Enforcement Fees.

C. The Board of Directors fixes the fines or penalties until further notice of amendment of these By-Laws or adoption of new regulations. The Board of Directors shall have the right to pursue any and all legal remedies available to enforce the monthly and/or special assessment fees. Property owners shall be responsible for attorney's fees related to such action including costs for any pre-litigation or pre-trial matters, court costs and interest for filing liens and successful court actions to enforce the provisions of this section. Said liens shall be recorded in the Public Records in Marion County, Florida. Any lien in favor of the Corporation for non-payment of fees may be foreclosed or otherwise enforced by suit in equity in the same manner as a foreclosure of a mortgage property.

D. Any and all individual lot assessments, including monthly Utilities Fees and Special Assessments required to be paid under the terms herein, including late fees, interest and costs of collection including attorney's fees, are hereby declared to be a charge and continuing lien upon the lot against which each such assessment is made. Each assessment against a lot, together with applicable late fees as established herein and costs of collection thereof, including attorney's fees, shall be the personal obligation of the person, persons or entity owning the lot assessed. Upon full payment of all sums secured by that lien, the party making the payment shall be entitled to a Recordable Satisfaction of Lien. The expense of recording such Satisfaction shall be borne by the owner of the lot against which the lien is filed. All liens pursuant hereto shall be inferior and subordinate to the lien of mortgage held by an Institutional Mortgagee now or hereinafter placed upon any lot subject to assessment so long as such mortgage is recorded prior to any lien by the Corporation. Where an institutional mortgage of record obtains title to a lot as a result of foreclosure of its mortgage or deed in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of assessments pertaining to such lot or chargeable to the former owner which become due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage or deed in lieu of foreclosure.

E. In the event any owner shall fail to pay any assessment, including monthly Utilities Fee, late charges or Special Assessments, the Corporation shall without limitation have any of the following remedies:

- (1) To arrange a legal and binding repayment plan of limited duration as approved by the Board of Directors, attorney fees for which are the responsibility of the owner.
- (2) To file and record a lien against the lot for the assessment owed as provided for herein.
- (3) To file an action to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Corporation in like manner as a foreclosure of mortgage on real property.
- (4) To file an action at law to collect said assessment plus interest at the highest rate allowable by law, plus court costs and attorney's fees, without waiving any lien rights and/or right of foreclosure in the Corporation.

ARTICLE VIII SEAL

The Seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization, and the word "nonprofit". The Seal must be used by causing it to be impressed or affixed to all necessary documents.

ARTICLE IX
RULES AND REGULATIONS

SECTION 1. The Board of Directors may adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the facilities owned by the Corporation. In addition, the Board of Directors shall have the authority to enforce compliance of the Protective Covenants of Ocala East Villas, Incorporated.

SECTION 2. The Rules and Regulations shall be posted in a conspicuous place at the clubhouse and at the Corporate office, and shall apply to and be binding on all lot owners. The lot owners shall at all times obey the Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, servants, invitees, lessees and persons over whom they exercise control and supervision. The Board of Directors shall have full power and authority to enforce Rules and Regulations. In the event of violation of any provisions of the Articles of Incorporation, the Protective Covenants, or these By-Laws, including properly adopted Rules and Regulations, the Corporation on its own behalf or by and through its Board of Directors, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents above enumerated, or sue for damages, or take all such causes of action at the same time or for other legal remedy as it or they may deem appropriate. In the event the Corporation or its officers prevail, the lot owner shall be responsible to pay the Corporation's or Officers' attorney's fees and court costs. It is intended to give the Corporation a methods and procedure which will enable it at all times to operate on a business-like basis.

ARTICLE X
VALIDATION

If any part or parts of these By-Laws is declared to be invalid by a Court of competent jurisdiction or declared invalid in any other manner, it shall not affect the validity of the remaining sections thereof.

The By-Laws of the Corporation may be altered, deleted and/or rescinded only by a majority vote of ballots cast by the qualified members of the Corporation at a regular membership meeting or a special meeting of the members called for the specific purpose of amending the By-Laws, and with a minimum of a quorum of ballots received either in person or by absentee ballot.

CERTIFICATION OF AMENDMENT

It is hereby certified that this Amended Declaration was duly adopted by an affirmative vote in excess of the required majority of qualified members of the Corporation.

Pamela Applegate
Pamela Applegate
President
Ocala East Villas, Incorporated

Sandra Poland
Sandra Poland
Vice President
Ocala East Villas, Incorporated

WITNESSES:

Roberta Brogren
(sign)

ROBERTA BROGREN
(print)

Roberta Brogren
(sign)

ROBERTA BROGREN
(print)

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 28th day of APRIL, 2016 on behalf of Ocala East Villas, Incorporated, by Pamela Applegate as President and Executive Officer and by Sandra Poland as Vice President and Executive Officer, both of whom are personally known to me.

NOTARY PUBLIC

Loretta A. Grissom
(sign)
LORETTA A. GRISSOM
(print)

NOTARY SEAL



NOTICE OF INTENT TO ENFORCE
DECLARATION OF
THE PROTECTIVE COVENANTS AND BY-LAWS
FOR OCALA EAST VILLAS, INCORPORATED


Ocala East Villas, Incorporated, hereby provides the following notice to all present and future owners and all prospective purchasers for property within the Plat(s) of OCALA EAST VILLAS UNIT NO. 1, as described in Plat Book N, Pages 42-44, Public Records of Marion County, Florida, herein called "Ocala East Villas Subdivision":

1. That the Amended and Restated Declaration of the Revitalized Protective Covenants and Revitalized By-Laws for Ocala East Villas, Incorporated, recorded in the Public Records of Marion County, in the Official Records Book ~~6382~~, at Page ~~451-467~~ of the Public Records of Marion County, Florida, and as may be amended at some future date, will be strictly enforced;
2. That past violations of the terms and conditions of said Declarations may have occurred, that some of these violations may be visible within Ocala East Villas Subdivision, and that the existence of such violation/s is not an indication that said restriction has been waived;
3. That all future improvements or exterior modifications to property within Ocala East Villas Subdivision must be submitted to the Board of Directors of Ocala East Villas, Incorporated prior to construction or installation of the improvement or change to the property;
4. That certain conditions within Ocala East Villas Subdivision which may have been in existence prior to the date of this notification may be deemed as allowable under a grandfather clause, if such exception is requested in writing and made part of the records in the Corporation office.

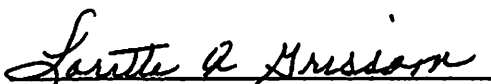
I, Pamela Applegate, as President and Executive Officer of the Association of Ocala East Villas, Incorporated, hereby certify that this Notice was duly adopted by an affirmative vote in excess of the required majority of qualified members of the Board of Directors of Ocala East Villas, Incorporated.


Pamela Applegate

STATE OF FLORIDA
COUNTY OF MARION


DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
DATE: 04/28/2016 10:56:40 AM
FILE #: 2016039034 OR BK 6382 PG 468
REC FEES: \$10.00 INDEX FEES: \$0.00
DDS: \$0 MDS: \$0 INT: \$0

The foregoing instrument was acknowledged before me this 28TH day of APRIL, 2016 by Pamela Applegate, President and Executive Officer of Ocala East Villas, Inc., who is personally known to me.


Notary Public



FIRST AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF
THE PROTECTIVE COVENANTS
AND BY-LAWS
FOR OCALA EAST VILLAS, INCORPORATED

THIS AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF THE PROTECTIVE COVENANTS AND BY-LAWS FOR OCALA EAST VILLAS, INCORPORATED as recorded in Official Records Book 6382, pages 451-467, of the public records of Marion County, Florida, is made this 3rd day of May, 2017.

Section 9 is hereby amended as follows:

9. PARKING/RVLOT. Provision has been made within the subdivision for a storage area for boats, trailers, RVs, campers, etc. Spaces shall be assigned; record of the current vehicle tag must be registered in the office of the Corporation. Non-compliant vehicles may be subject to tow and resultant fees as set forth in the Covenants Enforcement Procedures Document below. No boat or watercraft, boat trailer or other trailer, camper, recreational vehicle, utility vehicle or utility trailer shall be stored or parked overnight on any lot unless it is stored within the carport ~~except that said vehicles~~. RVs or camper trailers only will be allowed to park on an owner's lot for no more than three (3) consecutive days for ~~loading/unloading and maintenance~~ purposes travel preparation.

DELETION INDICATED BY **STRIKEOUT**, NEW TEXT INDICATED BY **UNDERLINE**

CERTIFICATE OF AMENDMENT

I, Pamela J. Applegate, as President of the Association of Ocala East Villas, Incorporated, hereby certify that this Amendment was duly adopted by a majority of votes cast either in person or by absentee ballot, by qualified members of the Corporation, at the meeting held on May 1, 2017, and that a quorum of ballots were received.

By: Pamela J. Applegate
Pamela J. Applegate

Witness: Sandra L. Poland
Print Sandra L. Poland

Witness: Roberta Brogren
print ROBERTA BROGREN

STATE OF FLORIDA
County of Marion

The foregoing instrument was acknowledged before me this 3rd day of May, 2017, by Pamela J. Applegate, as President of the Association of Ocala East Villas, Incorporated, who is personally known to me.

Loretta A. Grissom
Notary signature

Notary Stamp or Seal:



DAVID R ELLSPERMAN CLERK & COMPTROLLER MARION CO
DATE: 05/03/2017 11:40:52 AM
FILE #: 2017040077 OR BK 6572 PG 603
REC FEES: \$10.00 INDEX FEES: \$0.00
DDS: \$0 MDS: \$0 INT: \$0

SECOND AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF
THE PROTECTIVE COVENANTS
AND BY-LAWS
FOR OCALA EAST VILLAS, INCORPORATED

THIS AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF THE PROTECTIVE COVENANTS AND BY-LAWS FOR OCALA EAST VILLAS, INCORPORATED as recorded in Official Records Book 6382, pages 451-467, of the public records of Marion County, Florida, is made this 3RD day of December, 2018.

Section 19 is amended as follows:

(NEW TEXT INDICATED BY UNDERLINE)

19. OEV FACILITIES. The Corporation will own the main water works, sewer systems, clubhouse, recreation facilities, parking/RV lot and Tracts A and B in the subdivision. The Corporation shall be restricted so that its ownership cannot be separated from ownership of property in the subdivision without the consent of all property owners, except that operation and/or ownership of utility systems, or any portion thereof, may be transferred to Marion County, Florida if it becomes necessary in order to insure compliance with applicable laws, statutes, ordinances and regulations of any governing authority.

CERTIFICATE OF AMENDMENT

I, Chris Lindgren, as President of the Association of Ocala East Villas, Incorporated, hereby certify that this Amendment was duly adopted by a majority of votes cast either in person or by absentee ballot, by qualified members of the Corporation, at the meeting held on November 5, 2018, and that a quorum of ballots were received.

By: Chris Lindgren
Chris Lindgren

Witness:

Lauren A. Steppe

Print

LAUREN A. STEPPE

Witness:

P. Applegate

Print

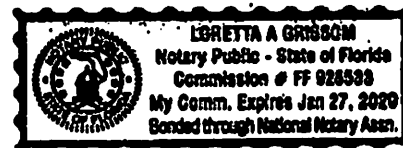
P. Applegate

STATE OF FLORIDA
County of Marion

The foregoing instrument was acknowledged before me this 3RD day of December, 2018, by Chris Lindgren, as President of the Association of Ocala East Villas, Incorporated, who is personally known to me.

Loretta A. Grissom
Notary Signature

Notary Stamp or Seal:



DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
DATE: 12/03/2018 10:54:03 AM
FILE #: 2018117971 OR BK 6876 PG 93
REC FEES: \$10.00 INDEX FEES: \$0.00
DDS: \$0 MDS: \$0 INT: \$0

THIRD AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF
THE PROTECTIVE COVENANTS
AND BY-LAWS
FOR OCALA EAST VILLAS, INCORPORATED

THIS AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF THE PROTECTIVE COVENANTS AND BY-LAWS FOR OCALA EAST VILLAS, INCORPORATED as recorded in Official Records Book 6382, pages 451-467, of the public records of Marion County, Florida, is made this 6TH day of January, 2020.

Section 5 is amended as follows:

(NEW TEXT INDICATED BY UNDERLINE)

5. LOT REQUIRED MAINTENANCE. Homes and/or dwellings must be maintained in habitable condition at all times, regardless of whether or not property is occupied; roof must not leak; exterior walls must be in good repair and rodent proof; windows and doors must be substantially weather-tight and unbroken; extermination of rats, mice, roaches, ants, termites and other nuisance pests must be maintained. Any additional approved structure on the lot must be maintained in a like manner. Landscaping must be maintained and kept free of dead trees and tree limbs, tall grass and undergrowth. Untended property/lots may be subject to maintenance and resultant fees as set forth in the Covenants Enforcement Procedures Document below.

CERTIFICATE OF AMENDMENT

I, Pamela Applegate, as Vice President of the Association of Ocala East Vilas, Incorporated, hereby certify that this Amendment was duly adopted by a majority of votes cast either in person or by absentee ballot, by qualified members of the Corporation, and that a quorum of ballots was received.

By:

Pamela Applegate
Pamela Applegate

Witness:

Chris Lindgren

Print

Chris LINDGREN

Witness:

Ruberta Prooren

Print

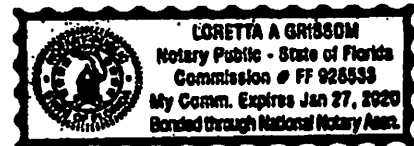
RUBERTA PROOREN

STATE OF FLORIDA
County of Marion

The foregoing instrument was acknowledged before me this 6TH day of January, 2020, by Pamela Applegate, as Vice President of the Association of Ocala East Villas, Incorporated, who is personally known to me.

Loretta A. Grissom
Notary Signature

Notary Stamp or Seal:



DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
DATE: 01/07/2020 10:42:09 AM
FILE #: 2020001792 OR BK 7110 PG 1420
REC FEES: \$10.00 INDEX FEES: \$0.00
DDS: \$0 MDS: \$0 INT: \$0

FOURTH AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF
THE PROTECTIVE COVENANTS
AND BY-LAWS
FOR OCALA EAST VILLAS, INCORPORATED

THIS AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF THE PROTECTIVE COVENANTS AND BY-LAWS FOR OCALA EAST VILLAS, INCORPORATED as recorded in Official Records Book 6382, pages 451-467, of the public records of Marion County, Florida, is made this 30th day of March 2021.

Article II is hereby amended as follows:

Section 7 (B) ~~The Board of Directors shall meet quarterly, including the annual membership meeting.~~ The Board of Directors will schedule monthly workshops to discuss routine management of the Corporation. All meetings will be open to any member of the Corporation in good standing. The day and time of all meetings shall be posted at the office of the Corporation. It will be required that each Board member attend a minimum of seven (7) meetings per year.

(No additional wording; deletion indicated by ~~strikeout~~)

CERTIFICATE OF AMENDMENT

I, Robert Ives, as President of the Association of Ocala East Villas, Incorporated, hereby certify that this Amendment was duly adopted by a majority of votes cast either in person or by absentee ballot by the posted date of March 15, 2021 by qualified members of the Corporation, and that a quorum of ballots was received.

By:

Robert Ives
Robert Ives

Witness:

print

P. Applegate
P. Applegate

Witness:

print

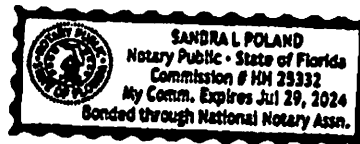
R. Brogren
R. BROGREN

STATE OF FLORIDA
County of Marion

The foregoing instrument was acknowledged before me this 30th day of March, 2021, by Robert Ives, as President of the Association of Ocala East Villas, Incorporated, who is personally known to me.

Sandra L. Poland
Notary signature

Notary Stamp or Seal:



GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
DATE: 04/23/2021 09:30:02 AM
FILE #: 2021053467 OR BK 7443 PG 339
REC FEES: \$10.00 INDEX FEES: \$0.00
DDS: \$0 MDS: \$0 INT: \$0

FIFTH AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF
THE PROTECTIVE COVENANTS
AND BY-LAWS
FOR OCALA EAST VILLAS, INCORPORATED

THIS AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF THE PROTECTIVE COVENANTS AND BY-LAWS FOR OCALA EAST VILLAS, INCORPORATED as recorded in Official Records Book 6382, pages 451-467, of the public records of Marion County, Florida, is made this 24th day of February, 2022.

Article II is hereby amended as follows:

SECTION 3. VACANCY AND REPLACEMENT. If the office of any Director becomes vacant for any reason, a majority of the Board members present at the next Board meeting shall elect a successor/successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. An Officer or Director is considered to have abandoned their office or seat by their failure, without proper prior notice or later notice of the reason for their absence, to appear virtually or attend in person any three (3) consecutive regular meetings/workshops of the Corporation's Officers or Board of Directors for which proper notice of such meetings/workshops has been provided by the Corporation's Secretary, or in the absence or unavailability of the Secretary, another person appointed to serve in that role by the Corporation's Board of Directors or President. Such abandonment and the effective date of such abandonment shall be confirmed in writing by a letter signed by the President of the Corporation, or successor, and sent to the absentee Officer or Director at their last known home address by U.S. First Class mail.

SECTION 4. REMOVAL

In addition to removal for abandonment of their office or seat as provided by Section 3, supra. Directors may be removed from office by an affirmative vote of a majority of the corporate members present and by absentee ballot, at a regular workshop or special meeting called for that purpose. No Director shall continue to serve on the Board if, during the term of his/her membership in the Corporation shall be terminated by reason of the sale of his/her lot/s. If a majority of the corporate members vote to remove each and every member of the current Board of Directors, both individually and jointly, then an interim President shall be elected at this meeting for purpose of conducting a vote of the Corporate Board of Directors to serve the Corporation pending the annual meeting of the corporate members.

SECTION 7. MEETINGS

B. The Board of Directors will schedule monthly workshop meetings to discuss routine management of the Corporation. All meetings will be open to any member of the Corporation in good standing. The day and time of all meetings shall be posted at the office of the Corporation. ~~It will be required that each Board member attend a minimum of seven (7) workshops/~~ meetings per year.

(Additional wording is underlined and deletion indicated by ~~strikeout~~)

CERTIFICATE OF AMENDMENT

GREGORY C HARRELL CLERK & COMPTROLLER MARION CO

DATE: 02/24/2022 12:44:43 PM

FILE #: 2022027250 OR BK 7708 PG 438

REC FEES: \$10.00 INDEX FEES: \$0.00

I, Robert Ives, as President of the Association of Ocala East Villas, Incorporated, hereby certify that this Amendment was duly adopted by a majority of votes cast either in person or by absentee ballot by the posted date of February 7, 2022 by qualified members of the Corporation, and that a quorum of ballots was received.

By:

Robert Ives
Robert Ives

Witness:

print

Witness:

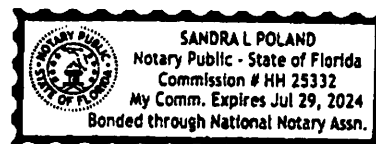
print

STATE OF FLORIDA
County of Marion

The foregoing instrument was acknowledged before me this 24th day of February, 2022, by Robert Ives, as President of the Association of Ocala East Villas, Incorporated, who is personally known to me.

Sandra L Poland
Notary signature

Notary Stamp or Seal:



SIXTH AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF
THE PROTECTIVE COVENANTS
AND BY-LAWS
FOR OCALA EAST VILLAS, INCORPORATED

THIS AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF THE PROTECTIVE COVENANTS AND BY-LAWS FOR OCALA EAST VILLAS, INCORPORATED as recorded in Official Records Book 6382, pages 451-467, of the public records of Marion County, Florida, is made this 24th day of February, 2022.

Article VI is hereby amended as follows:

SECTION 7. DELINQUENT ACCOUNTS.

A. If any lot owner shall be delinquent in the payment of any monthly installment, the Board of Directors may, upon written notice to such lot owner, terminate such lot owner's right to further use of the corporate facilities until such fee and possible resultant interest and late fees is are paid to the current date. This termination shall include the loss of voting rights, termination of use of recreation facilities as well as any storage facilities owned by the Corporation, ~~and pursuit of authorized disconnection of water services.~~

B. If any lot owner continues to be delinquent in the payment of their monthly installment of the utility fees to the 30th day of the current month, the Board of Directors shall have the right and authority to impose a lien upon the real property of the delinquent lot owner for the unpaid utility fees, as well as late fee and such attorneys' fees and other costs of collection incurred at demand and trial, on appeal and bankruptcy. Fees are in accordance with the Rules and Regulations of the Corporation and are posted in the office of the Corporation as Policy Enforcement Fees.

The Protective Covenants are hereby amended as follows:

20. MONTHLY UTILITIES FEES

The Corporation reserves the right to charge each lot owner a monthly utilities fee for provision of water, sewer, maintenance and recreation facilities, or a combination thereof. In the event of nonpayment of these charges, the Corporation shall be entitled to pursue ~~disconnection of the service and legal action against the lot owner and/or tenant for~~ unpaid utility fees, interest, attorney's fees and court costs.

(Additional wording is underlined and deletion indicated by ~~strikeout~~)

GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
DATE: 02/24/2022 12:44:43 PM
FILE #: 2022027251 OR BK 7708 PG 439
REC FEES: \$10.00 INDEX FEES: \$0.00

CERTIFICATE OF AMENDMENT

I, Robert Ives, as President of the Association of Ocala East Villas, Incorporated, hereby certify that this Amendment was duly adopted by a majority of votes cast either in person or by absentee ballot by the posted date of February 7, 2022 by qualified members of the Corporation, and that a quorum of ballots was received.

By: Robert Ives

Robert Ives

Witness: Wayne Wilbur

print Wayne Wilbur

Witness: Adriene Codellia

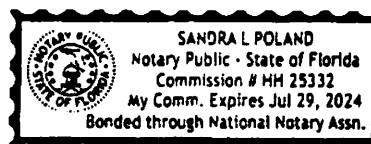
print Adriene Codellia

STATE OF FLORIDA
County of Marion

The foregoing instrument was acknowledged before me this 24th day of February, 2022, by Robert Ives, as President of the Association of Ocala East Villas, Incorporated, who is personally known to me.

Sandra L Poland
Notary signature

Notary Stamp or Seal:



SEVENTH AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF
THE PROTECTIVE COVENANTS
AND BY-LAWS
FOR OCALA EAST VILLAS, INCORPORATED

THIS AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF THE PROTECTIVE COVENANTS AND BY-LAWS FOR OCALA EAST VILLAS, INCORPORATED as recorded in Official Records Book 6382, pages 451-467, of the public records of Marion County, Florida, is made this 24th day of February, 2022.

Protective Covenants 21 & 22 are hereby amended as follows:

21. OCCUPANCY/LEASES

Lots or residences thereon shall be restricted to residential use. ~~It is the responsibility of each owner, as a member of the Corporation, to ensure that the current address and contact information is kept up to date in the office of the Corporation. In order to maintain a community of the highest possible standards and stability within Ocala East Villas Subdivision and to promote the continued growth of property values, All homes shall be owner-occupied unless leased to tenant(s) subject to advanced written approval by the Board of Directors.~~

at no time, without the prior approval of the Board of Directors, shall more than ten percent (10%) of the homes in the Ocala East Villas Subdivision be leased or other than owner-occupied. Further, the rental agreement for a term of less than one (1) year and/or the rental of a parcel for more than two (2) times in a calendar year are prohibited.

For purposes of enforcing this restriction and because the Corporation operates and maintains the potable water and sanitary sewage systems within the Ocala East Villas Subdivision and thus may find it necessary and/or prudent to provide Subdivision residents with immediate notice of system issues and/or "boil water notices", the Corporation shall be entitled to require the provision of information regarding the number and names of any occupants to include owners, their family and any proposed tenant(s) or lessee other non-owner occupants of any home. The Corporation may also require owners to provide to the Corporation a copy of a credit check and background check for any proposed tenant, the expense of which is to be borne by the owner/lessor. Further, it is the responsibility of each owner, as a member of the Corporation, to ensure that the Corporation has on hand at all times the current address and telephonic contact information for the owner as well as for any other adult occupant of the homes within the Ocala East Villas Subdivision.

Further, all leases for any home within the Subdivision shall be in writing, a copy of which is to be on file in the office of the Corporation. In the event that a copy of same is not provided, the Corporation may demand same, and upon the failure of the owner or tenant to provide same, the Corporation may pursue legal action, the cost of which, including all court costs and reasonable attorney's fees, is to be borne by the owner/lessor as set forth in the Covenants Enforcement Procedures Document. Each lease shall contain the following provision:

Each lease shall contain the following provision: "The lessee hereby acknowledges that this lease is subject to the Protective Covenants of OCALA EAST VILLAS, INCORPORATED, that the lessee has read same and agree to be bound thereby, and that failure to comply with same may result in certain remedies being applicable to lessee including, without limitation, personal liability of lessee and lessor for damages, including reasonable attorney's fees."

In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference. In the event a lessee or lessee's invitee, guest, or licensee of a lot or residence located thereon occupies same without written lease, the occupancy thereof shall constitute an acceptance of this provision and agreement to be bound thereby subject thereto. The Corporation shall have the right to collect attorney's fees against any occupant or tenant and the owner of the lot or building located thereon in the event that legal proceedings must be instituted against such occupant or tenant for enforcement of these Protective Covenants.

22. COVENANT ENFORCEMENT. The Corporation has the right to pursue legal action to enforce these Protective Covenants, in accordance with the Covenant Enforcement Procedures Document attached hereto. The expense of any litigation, including attorney's fees and costs for any pre-litigation or pre-trial matters as well as any matters on appeal or bankruptcy related thereto to enforce these Covenants, shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of said Covenants. Enforcing these Covenants shall be in accordance with Article IX of the By-Laws-Bylaws of Ocala East Villas, Incorporated as recorded on the date of enforcement. Any uncollected monetary judgment obtained by the Corporation against any individual lot owner(s) shall constitute a lien against the lot and mobile home ~~of~~ located on said lot. The Board of Directors retains discretion on whether to pursue legal action to enforce these Covenants against any individual lot owner(s). However, a

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failure to pursue a violation shall not constitute a waiver of its right to pursue a subsequent violation against that owner or any other lot owner within the Ocala East Villas Subdivision. Individual lot owner(s) shall have an independent right against any lot owner(s) but not against the Corporation, to enforce these Covenants.

(Additional wording is underlined and deletion indicated by ~~strikeout~~)

CERTIFICATE OF AMENDMENT

I, Robert Ives, as President of the Association of Ocala East Villas, Incorporated, hereby certify that this Amendment was duly adopted by a majority of votes cast either in person or by absentee ballot by the posted date of February 7, 2022 by qualified members of the Corporation, and that a quorum of ballots was received.

By: Robert Ives
Robert Ives

Witness: Wayne Williams

print Wayne Williams

Witness: Adriene Codelia

print Adriene Codelia

STATE OF FLORIDA
County of Marion

The foregoing instrument was acknowledged before me this 7th day of February, 2022, by Robert Ives, as President of the Association of Ocala East Villas, Incorporated, who is personally known to me.

Sandra L. Poland
Notary signature

Notary Stamp or Seal:

