

**PROPOSED AMENDMENT ONE TO THE DECLARATION OF CONDOMINIUM  
OF  
VENEZIA LAS OLAS, A CONDOMINIUM**

(Additions are indicated by underline; deletions by ~~striketrough~~)

Article XXIX of the Declaration is hereby amended as follows.

**XXIX. PETS.**

1. Pets. No pets or animals are permitted to be kept in Units or on the Condominium Property except for domestic dogs or cats (collectively "Pets") weighing fifty (50) pounds or less per animal. No Pets or animals, domestic dogs or cats weighing less than fifty (50) pounds (or pets or fish) shall be kept or harbored on the Condominium Property or within the confines of a Unit per dog or cat ("Pets"). ~~Pets shall be kept or harbored on the Condominium Property or within the confines of a Unit.~~ No Unit shall have a total of more than 2 dogs and/or 2 cats, or a combination of the each but under no circumstances can there be more than two (2) Pets per Unit. All Pets must be registered with the Association. All Unit Owners who have registered Pets have, subject to the limitation described above, the irrevocable right to keep such Pets and their replacements in their Units; provided such Pets are in compliance with the Declaration and the Association's Rules and Regulations. Pets must be hand carried or leashed at all times when not within the Unit of the Pet's owner. No Pet shall be maintained or harbored within a Unit that would create a nuisance and/or is a health and/or safety hazard to any other Unit Owner. A determination by the Board of Directors in its sole discretion, that a Pet maintained or harbored within a Unit creates a nuisance, is a threat to the health and/or safety to any persons who may come onto the Condominium Property from time to time, including Unit Owners, their guests, tenants, licensees and invitees, or shall be binding and conclusive on all parties and in such instance the Board may require the permanent removal of such Pet from the Unit and the Condominium Property. Notwithstanding the foregoing, no Unit Owner may keep in or on the Condominium Property or in a Unit any dangerous breed dog, including but not limited to, breeds commonly known as Pit Bulls, Pit Bull Terrier, Rottweilers, German Shepherds, Chow Chow, Staffordshire Terriers, Akitas, Wolves, American Bulldog, Dogo Argentino, Presa Mallorquin and/or Presa Canario. Any dog with a history of violent or aggressive behavior will be determined to be a dangerous dog no matter what its pedigree. Any legal fees or costs the Association incurs to enforce this Article or to have a Pet (or any animal) removed from the Unit or Condominium Property shall be treated the same as an assessment levied against the Owner of the Unit and if not paid when due, the Association can pursue the delinquent assessment the same as any other assessment including recording a lien and foreclosing upon same. Guests of Unit Owners may temporarily bring a dog or cat into the Unit provided such dog or cat follows this Declaration and the Association's Rules and Regulations and such dog or cat does not exceed the maximum weight or maximum number of Pet allowance in a Unit at any given time.

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2. ——— Notwithstanding the foregoing, however, in the event that first-time Unit Owner purchasing from the Developer has a Pet weighing in excess of fifty (50) pounds at the time of execution of the Agreement of Purchase and Sale of the Unit, the Unit Owner may keep said Pet within the confines of the Unit, subject, however, to the prior written approval of the Developer and to all other rules and/or regulations in effect at the time pertaining to Pets, until the death of that Pet. So long as a Unit Owner purchasing from the Developer has been granted permission by the Developer to keep a Pet weighing in excess of fifty (50) pounds continues to own the Unit originally purchased and for which the Developer gave such consent, that Owner may continue to replace the original Pet with a like or similar Pet for so long as said Owner owns said Unit. This right shall not be transferable or assignable by a Unit Owner to any tenants or subsequent purchasers, all tenants and subsequent purchase being required to comply with any and all provisions, rules and regulations concerning Pets in effect at the time of such lease or conveyance, as the case may be. The provisions of this subparagraph concerning the rights of Unit Owners owning Pets in excess of fifty (50) pounds may not be amended, modified or rescinded without the prior written consent of all such Unit Owners and the Developer so long as it owns one (1) Unit in the Condominium, first having been obtained.

3. Pets of Tenants Prohibited. Notwithstanding anything to the contrary herein, after the effective date of this amendment, tenants and their guests, occupants and/or invitees shall not be permitted to bring, maintain, harbor or house any animals or Pets on the Condominium Property or within the confines of a Unit, including visiting pets. Tenants who have Pets registered with the Association and residing in the Unit

prior to the recording of this Amendment shall be permitted to keep their pets until the earlier of: (1) the Pet becomes deceased; or (2) the tenant moves out of the Unit even if the tenant does so in order to rent a different Unit within the Association; and/or (3) the tenant's current lease expires. If a Pet becomes deceased, it cannot be replaced. TENANTS' UNREGISTERED PETS WILL NOT BE PERMITTED UPON THE CONDOMINIUM PROPERTY OR WITHIN THE UNITS AND WILL BE SUBJECT TO REMOVAL BY THE BOARD OF DIRECTORS.

3. Enforcement. The Association shall have the right to require that a Pet, a registered Pet or unregistered Pet be permanently removed from the Unit and/or the Condominium Property if the Pet is not in compliance with the Association's Declaration and/or Rules and Regulations, is determined to be dangerous or aggressive in the Board's sole discretion or is nuisance as well as any other violations of the Association's governing documents. Unit Owners shall be responsible and liable for any costs the Association incurs with respect to removing a Pet (including attorneys' fees and costs) and failure to pay same shall result in the amount being charged as an assessment against the applicable Unit and the Unit Owner in the same manner as any other assessment under the Declaration and the assessment shall be subject to a lien and foreclosure of same. In addition, should a tenant be in violation of the Pet rules and restrictions, the Board shall have the right to have the unregistered Pet permanently removed from the Unit and the Condominium Property as well as terminate the tenant's lease and proceed with eviction of the tenant if tenant does not vacate upon Board's demand. The Board of Directors shall be authorized to create rules, regulations and restrictions regarding the Pet registration process, grandfathering in Pets, the allowance of any guests to be permitted to have Pets, allowable breeds of Pets and any other reasonable rules and regulations regarding the housing of Pets.