

This instrument was prepared by
and should be returned to:
Lindsay E. Raphael, Esq.
1001 W. Yamato Rd, Suite 401
Boca Raton, FL 33431

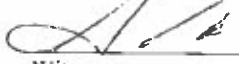
**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF
VENEZIA LAS OLAS, A CONDOMINIUM**

The undersigned, as the President of Venezia Las Olas Condominium Association, Inc. (the "Association") certifies that the attached is a true and accurate copy of the Amendment to the Declaration of Condominium of Venezia Las Olas, a Condominium (the "Declaration"), as set forth in the Declaration of the Association as described in Instrument Number 101960964 of the Official Records of Broward County and in O.R. Book 33244 at Page 1835 of the Official Records of Broward County, Florida, including all exhibits and amendments thereto, if any, duly adopted at a meeting of Board of Directors duly called and held on 7/21/2022 by the affirmative vote of at least 66-2/3% of the Board and duly adopted at a meeting of the members of the Association duly called and held on 9/13/2022, by the affirmative vote of Members holding not less than a simple majority (50% plus 1) of the total votes of the Association. The Amendment shall be effective upon the recording of the Amendment in Broward County, Florida.

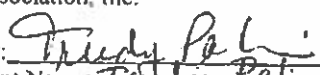
IN WITNESS WHEREOF, the undersigned being the President of this Association, has executed this Amendment to the Declaration this 9 day of September, 2022.

WITNESSED:


Witness
Lindsay Raphael
Printed Name of Witness


Witness
Lamar Jacobs
Printed Name of Witness

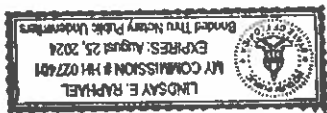
Venezia Las Olas Condominium
Association, Inc.

By: 
Print Name: Trudy Patin
Its: President

ACKNOWLEDGMENT

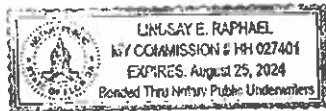
STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 9 day of September, 2022, by Trudy Palin, as President of Venezia Las Olas Condominium Association, Inc., a Florida non-profit corporation, on behalf of the corporation and who is personally known to me or has produced _____ as identification.



(NOTARY SEAL)

Print Name: Lindsay Raphael
NOTARY PUBLIC, State of _____
My Commission Expires: _____



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

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

XXXII. CONVEYANCES, SALES AND TRANSFERS.

32.1 In order to ensure a community of congenial residents and occupants and protect the value of the Units and to further the continuous, harmonious development of the Condominium community, the sale and transfer of Units, by any Unit Owner other than the Developer, other than the Commercial Units, shall be subject to the provisions herein set forth.

32.2 Prior to the sale, conveyance or transfer of any Unit to any other person, the Unit Owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made and furnish such other information as may be required by the Board of Directors of the Association. The Board of Directors shall have the right to interview any prospective purchaser and all prospective occupants and shall have the right to perform a background check, credit check and criminal check against any and all prospective purchasers and occupants. Within thirty (30) days from receipt of said notification and a completed application and all information required by the Board of Directors, the Board of Directors of the Association shall either approve or disapprove the proposed sale, transfer or conveyance, in writing, and shall notify the Unit Owner of its decision. In the event the Board of Directors shall fail to approve or disapprove the proposed sale, transfer or conveyance within said thirty (30) days, the failure to act as aforesaid shall be considered disapproval of the sale. The Board may consider the following grounds as automatic grounds for disapproval of any prospective purchaser and/or occupant:

32.2.1 The person or persons seeking approval to purchase or occupy the Unit has been convicted of a felony involving violence of any kind to persons or property, a felony involving kidnapping and/or being held against their will, a felony involving manufacture, possession, distribution or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude or restraining orders against person or persons;

32.2.2 The person or persons seeking approval to purchase or occupy the Unit has a record of financial irresponsibility, including without limitation prior bankruptcies, prior evictions, foreclosures or bad debts;

32.2.3 The person or persons seeking approval to purchase or occupy the Unit gives the board reasonable cause to believe that person intends to conduct himself/herself in a manner inconsistent with the covenants and restrictions applicable to the Association. By way of example, but not limitation, an Owner of a Unit allowing a prospective purchaser of the Unit to purchase or take possession of the Unit prior to approval by the Board of Directors as provided in the Declaration shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions;

32.2.4 The person or persons seeking approval to purchase or occupy the Unit has a history of disruptive behavior or has evidenced an attitude of disregard for association rules or the rights or property of others, by his or her past conduct;

32.2.5 The person or persons seeking approval to purchase or occupy the Unit has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false or inaccurate information during the application process;

32.2.6 The Owner of the Unit requesting the approval of the sale, conveyance or transfer of the Unit has monetary obligations, including without limitation, any Assessment due to the Association at the time approval is sought;

32.2.7 Applicant and/or any occupants is a registered sex offender; and/or

32.2.8 The prospective purchaser(s) and/or occupant(s) do not facially qualify to reside in the community. Failing to facially qualify shall mean that the approval of the application would result in a violation of the Declaration, Bylaws or the Association's Rules and Regulations, as amended from time to time.

32.2.9 The Applicant's credit score is less than 650.

~~32.3 In the event the board of Directors disapproves the proposed sale, conveyance or transfer and if the Unit Owner still desires to consummate such sale, conveyance or transfer, the Unit Owner shall, 30 days before such sale, conveyance or transfer, give written notice to the Secretary of the Association of Unit Owner's intention to sell, convey or transfer on a certain date, together with the price and other terms thereof, and the Secretary shall promptly notify the members of the Association of the date, price and terms. Any Unit Owner shall have the first right over the prospective purchaser to purchase the Unit at the price and on the terms contained in the notice, provided the Unit Owner so notifies the Secretary of the Association in writing of the acceptance at least 15 days before the date of the intended sale or transfer, and deposits with the Secretary of the Association 10% of the purchase price as a good faith deposit, which information and notice of deposit the Secretary of the Association shall promptly forward to the Unit Owner. In the event no Unit Owners exercise this first right to purchase as aforescribed, then the Association must either approve the transaction or furnish a purchaser approved by the Association who will purchase the Unit upon the price and upon the terms contained in the notice to the Association, provided the Association, at least 10 days before the date of the intended sale or transfer, notifies the Unit Owner that a purchaser has been furnished and that said purchaser has deposited 10% of the purchase price with the Association as a good faith deposit for the intended sale. In the event the Unit Owner giving notice receives acceptance from more than one Unit Owners, it shall be discretionary with the Unit Owner giving notice to consummate the sale or transfer with whichever of the accepting members the Unit Owner giving notice chooses.~~

~~32.4 In the event the Unit Owner giving notice receives no written notice from any Unit Owner accepting the price and terms of the proposed sale or transfer on or before 10 days before the date given in the notice as the date of sale or transfer, then that Unit Owner may complete the sale or transfer on the day and at the price and terms given in the notice, but on no other day and at no other price or terms, without repeating the procedure outlined above. In the event the Unit Owner makes a sale or transfer without first complying with the terms hereof, any other Unit Owner shall have the right to redeem from the purchaser, according to the provisions hereof. The Unit Owner's redemption rights shall be exercised by the Unit Owner reimbursing the purchaser for the monies expended and immediately after such reimbursement, said purchaser or transferee shall convey all of purchaser's or transferee's right, title and interest to the Unit Owner or Unit Owners making the redemption.~~

32.3 An affidavit of the Secretary of the Association stating that the Board of Directors has approved in all respects, on a certain date, the sale or transfer of a Unit to certain persons, shall be conclusive evidence of such fact.

~~32.6 An affidavit of the Secretary of the Association stating that the Board of Directors was given proper notice on a certain date of a proposed sale or transfer and that the Board of Directors disapproved or failed to act on such proposed sale or transfer, and that thereafter all the provisions hereof which constitute conditions precedent to a sale or transfer of Unit have been complied with, so that the sale or transfer of a particular Unit to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the persons to whom such Unit is sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms and date in the notice given to the Secretary of the Association, but 120 days after the date of the notice to the Board of Directors, as stated in the affidavit, the redemption rights herein afforded the members of the Association shall terminate.~~

32.7. The Association shall have the right to refuse to give written approval to any sale or transfer until all Assessments with respect to the particular Unit are paid, in full.

32.8 If the purchaser is a corporation, the approval may be conditioned upon the approval by the Association of all occupants of the Unit. Entities are prohibited from purchasing any Units in the Association or holding title in the name of an entity, only natural persons can own a Unit or a trust.

32.9 In the case of the death of the Owner of a Unit, the surviving spouse, if any, and if no surviving spouse, the other members of such Unit Owner's family residing with the Unit Owner at the time of Unit Owner's death, may continue to use the said Unit; and if such surviving spouse or other member or members of the deceased Unit Owner's family shall have succeeded to the ownership of the Unit, the ownership thereof shall be transferred by legal process to such new Owner; however, the new owner and all potential occupants must be approved prior to occupancy of the Unit. In the event said decedent shall have conveyed or bequeathed the ownership of the decedent's Unit to some designated person or persons other than the surviving spouse or members of decedent's family, as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the Unit, or if under the laws of descent and distribution of the State of Florida, the Unit descends to some person or persons other than the Unit Owner's surviving spouse or members of the decedent's family as aforescribed the Board of Directors of the Association shall, within thirty (30) days of proper evidence of rightful designation served upon the President of the Association, or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as Owners of the Unit. If the Board of Directors of the Association shall consent, ownership of a Unit may be transferred to the person or persons so designated, who shall thereupon become the Owner of the Unit, subject to the provisions of this Declaration and the By-Laws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the Unit Owners shall be given an opportunity, during the 30 days next after said last above-mentioned 30 days, to purchase or to furnish a purchaser, for cash, for the said Unit, the purchase price to be determined by an appraiser appointed by a senior judge of the Circuit Court in and for Broward County, Florida, upon 10 days' notice, on petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons or the legal representative of the deceased Unit Owner out of the amount realized from the sale of said Unit. In the event the Unit Owners do not exercise the privilege of purchasing or furnishing a purchaser of said Unit within such period, and upon such terms, the person or persons so designated may take title to the Unit; or such person or persons or the legal representative of the deceased Unit Owner may sell the said Unit, but such sale shall be subject in all other respects to the provisions of this Declaration and the By-Laws of the Association. Notwithstanding anything to the contrary herein, the ownership of the Unit may not be held by an entity, but ownership of Units through a trust shall be permitted. Upon the case of the death of the Owner of a Unit, the new owner and any new occupant must first be approved by the Association prior to occupying the Unit.

32.10 Any sale or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association in writing and if the Unit is occupied by either the unauthorized purchaser, unauthorized tenant or any occupant, the Association shall have the right to evict such tenants, purchasers and/or occupants and take any other enforcement action the Association deems necessary and shall be entitled to reimbursement of all costs and attorneys' fees the Association incurs as part of such enforcement or eviction.

32.11 There shall be deposited and delivered to the Association, a reasonable screening fee not to exceed ~~\$100.00 per applicant in accordance with the Act or such greater~~ the highest amount as may be permitted by Florida law, simultaneously with the giving of notice of intention to sell.

32.12 ~~The foregoing provisions of this Article XXXII shall not be applicable to transfers of Units by a Unit Owner to any member of the Unit Owner's immediate family (i.e., spouse, children or parents); or if a Unit is owned by a form of co-tenancy, to transfers of Units from one co-tenant to the other co-tenant. The foregoing provisions of this Article XXXII shall also not be applicable to transfers of Units from a trustee to its beneficiary or from a beneficiary to his trustee.~~

32.13 No judicial sale of a Unit or any interest therein shall be valid unless:

32.13.1 The sale is to a purchaser approved by the Association, which approval shall be in recordable form; or

32.13.2 The sale is the result of a public sale with open bidding.

32.14 The Board of Directors of the Association shall have the right to withhold consent and approval of any prospective sale, transfer, conveyance, bequest, devise, lease or otherwise in the event of the prospective Unit

Owner, by being such a Unit Owner would automatically violate or breach a term, condition, restriction, rule or regulation or covenant under this Declaration or the Exhibits thereto.

32.15 The Association and its Board of Directors, agents or employees, shall not be liable to any person whomsoever for the approving or disapproving of any person pursuant to this Article XXXII, or for the method or manner of conducting the investigation. The Association and its Board of Directors, agents or employees shall never be required to specify any reason for approval or disapproval.

32.16 The foregoing provisions of this Article XXXII shall not be applicable to transfers or purchases by an Institutional Mortgagee (and/or its assignee or nominee) that acquires its title as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, mortgagor's successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer or sale by an Institutional Mortgagee (and/or its assignee or nominee) that so acquires its title.

32.17 No Unit Owner shall lease a Unit, renew a lease, or allow an individual to occupy a Unit without the Association's prior written approval. All residents and occupants, no matter when they take occupancy, must go through the application and approval process and failure to do so shall not only be grounds for disapproval but shall also be considered a violation of this Declaration. A Unit Owner intending to lease a Unit must give to the Association notice of such intention, together with the name and address of the prospective lessee and prospective occupants (including family members) and such other information concerning the prospective lessee and occupants as the Association may reasonably require, including a copy of the lease agreement. The Association shall have the right to charge a non-refundable application fee in the highest amount permitted under the Act, interview any prospective lessee and all prospective occupants and shall have the right to perform a background check, credit check and criminal check against any and all prospective lessees and/or occupants and collect a security deposit from the prospective lessee. Units may not be leased for a time period of less than ninety (90) days and the Unit may not be leased more than 2 times in any calendar year. Subleasing shall be prohibited. Short term leases, and vacation rentals and licensing agreements shall be prohibited including, without limitation, any rentals and licensing agreements through AIRBNB and VRBO. No portion of a Unit may be rented other than the entire Unit. Should a lease be approved and after approval a new occupant resides in the Unit or intends to reside in the Unit, the new occupant must also go through the approval process set forth herein or such occupant will not be permitted to reside in the Unit. The Board may consider the following grounds as automatic grounds for disapproval of any prospective lessee and/or occupant (regardless of whether there is a lease agreement or exchange of rent):

32.17.1 The person or persons seeking approval to lease or occupy the Unit has been convicted of a felony involving violence of any kind to persons or property, a felony involving kidnapping and/or being held against their will, a felony involving manufacture, possession, distribution or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude or restraining orders against person or persons;

32.17.2 The person or persons seeking approval to lease or occupy the Unit has a record of financial irresponsibility, including without limitation prior bankruptcies, prior evictions, foreclosures or bad debts;

32.17.3 The person or persons seeking approval to lease or occupy the Unit gives the board reasonable cause to believe that person intends to conduct himself/herself in a manner inconsistent with the covenants and restrictions applicable to the Association. By way of example, but not limitation, an Owner of a Unit allowing a prospective lessee of the Unit to lease or take possession of the Unit prior to approval by the Board of Directors as provided in the Declaration shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions;

32.17.4 The person or persons seeking approval to lease or occupy the Unit has a history of disruptive behavior or has evidenced an attitude of disregard for association rules or the rights or property of others, by his or her past conduct;

32.17.5 The person or persons seeking approval to lease or occupy the Unit has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false or inaccurate information during the application process;

32.17.6 The person or persons seeking approval to lease or occupy the Unit intends to house a pet in the Unit as tenants and occupants are prohibited from having pets in the Unit;

32.17.6 The Owner of the Unit requesting the approval of the lease has monetary obligations, including without limitation, any Assessment due to the Association at the time approval is sought;

32.17.7 Applicant and/or any occupants is a registered sex offender; and/or

32.17.8 The prospective lessee(s) and/or occupant(s) do not facially qualify to reside in the community. Failing to facially qualify shall mean that the approval of the application would result in a violation of the Declaration, Bylaws or the Association's Rules and Regulations, as amended from time to time.

32.18. Guests and Occupants. All residents and occupants, no matter when they take occupancy, must go through the application and approval process. If the Association becomes aware that there is a resident or occupant who did not go through the application process, the Association has the right at that time to demand that they either go through the application and approval process or that they must vacate the Unit and the Association's property upon demand. Any guest or any occupant of a Unit Owner or of a tenant, which includes anyone residing in a Unit who is not listed on the deed or listed on a lease including immediate family members (collectively "Guest") staying or residing in a unit for more than thirty (30) days in any six (6) month period shall be considered to be a lessee or a tenant (regardless of whether there is a lease agreement or exchange of rent), subject to lease approval and application requirements as provided in this Declaration and subject to this Article XXXII. If such Guest is not approved by the Association at the conclusion of the 30-day Guest period, the Guest must vacate the Unit immediately. Any Guest that stays beyond the 30-day Guest period without being approved by the Association, shall be in violation of this Declaration and such violation shall be considered grounds for automatic disapproval if the Guest later submits an application to lease, application to purchase or seeks approval to occupy a Unit. The Association shall have the right to perform a background check and credit check against any and all prospective buyers, lessees, occupants and/or Guests residing or staying in the Unit and require any other information from such prospective buyer, lessee, occupant or Guest the Association may deem necessary to assist in the approval or denial of such buyer, lessee, occupant or Guest. Only those buyers, lessees, occupants and/or Guests who are approved by the Association to reside in a Unit may do so. The Association has the right to deny a person or entity from leasing and/or occupying a Unit without being obligated to provide a substitute. The Association shall have the right to evict any unapproved Guest, occupant, lessee/tenant or invitee. This provision shall apply to all individuals residing or staying in a Unit. In addition, all Guests, regardless of how long the Guest intends to be on the Association's Property or within a Unit, must be registered with the Association and sign-in at the front desk prior to utilizing any Association Property or going up to a Unit. Guests may not utilize the Association's recreational facilities or Common Elements without being accompanied by a Unit Owner or an approved lessee. The Board of Directors shall have authority to adopt and amend rules and regulations regarding Guests, the registration process and use of the Association Property.

32.19 Enforcement. The liability of the Unit Owner under the Declaration shall continue, notwithstanding the fact that the Unit Owner may have leased, rented, sold, conveyed or otherwise transferred said interest of a Unit, as provided herein and regardless of whether or not expressed in a lease agreement. The Owner of the Unit shall be jointly and severally liable with their lessees, occupants or Guests to the Association for any amount which is required by the Association to effect such repairs, evict an occupant, guest, and/or lessee or to pay any claim for injury or damage to property caused by such lessees, Guests or occupants. Any occupant or tenant who is in violation of any provision of the Association's Governing Documents (including this Declaration) shall be subject to eviction by the Association. Any lease, occupancy or sale of a Unit made in violation of this Declaration shall be void and the Association may invoke any remedies provided by law, including but not limited to, the filing of an injunction, the filing a lawsuit for damages and/or the initiation of immediate eviction proceedings to evict any unauthorized person(s) in possession of the Unit or residing therein. In addition, the Association shall be entitled to recover any and all damages costs, and expenses, including reasonable attorneys' fees from the Owner of a Unit or whose Guest or lessee of a Unit who is/are in violation of this this Declaration or the Rules and Regulations. In the event the Association incurs any costs and/or expenses enforcing this Declaration, including without limitation any costs and expenses incurred to institute a legal proceeding or arbitration, and/or it institutes legal proceeding(s), which such costs and expenses and attorneys' fees and costs shall be secured by a lien on the Owner's Unit and such

costs and expenses shall be considered an Assessment and collectible in the same manner as any other Assessment, including without limitation the right to foreclose upon same.