

Prepared by and return to  
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Naples, Florida 34109

**CERTIFICATE OF AMENDMENT**

**AMENDMENT TO DECLARATION OF CONDOMINIUM OF VENETIAN  
PALMS, A CONDOMINIUM**

**AND**

**AMENDMENT TO BYLAWS OF VENETIAN PALMS OF FT. MYERS  
CONDOMINIUM ASSOCIATION, INC.**

I HEREBY CERTIFY that the following amendments to the **Declaration of Condominium of Venetian palms, a Condominium** and the **Bylaws of Venetian Palms of Ft. Myers Condominium Association, Inc.** were duly adopted by the Association membership at a duly noticed Members' Meeting of the Association on the 10<sup>th</sup> day of February, 2011. Said amendments were approved by the Members representing at least a majority of qualified members present in person or by proxy at a duly called meeting of the Members of the Association. The Declaration of Condominium of Venetian Palms, a Condominium (the "Declaration"), and the Bylaws of Venetian Palms of Ft. Myers Condominium Association, Inc. (the "Bylaws"), as amended, are originally recorded at Instrument No.:2006000027321, of the Public Records of Lee County, Florida.

The property subject to the Declaration and Bylaws, as amended, is further described in Exhibit "1" to the original Declaration of Condominium recorded at Instrument number 2006000027321 of the Public Records of Lee County, Florida.

Additions indicated by underlining.  
Deletions indicated by ~~striking through~~.

**Section 11.1(a) of the Declaration of Condominium is amended as follows:**

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association, as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(a) The irrevocable right to have access to each Unit and the Limited Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or at any time and by force, if necessary, for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units. This reasonable right of entry shall also include, but is not limited to, the irrevocable right to access each Unit and the Limited Common Elements annually during reasonable hours to inspect the unit for damage (water damage, mold damage, termite damage, etc.) which may result in damage to Common Elements and/or other Units.

**Section 18.2 of the Declaration of Condominium is deleted in its entirety and replaced with the following:**

18.2 Leasing of Units. No unit shall be leased for a term of less than thirty (30) days. Any lease of any Unit shall permit no more than two (2) persons to occupy a one (1) bedroom and no more than four (4) persons to occupy a two (2) bedroom and no more than six (6) persons to occupy a three (3).

Procedures.

(A) Notice by the Unit Owner. An owner intending to lease his unit shall give to the Board of Directors or its designees written notice of such intention at least twenty (20) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee(s) (which shall include anyone over the age of 18 years), a fully executed copy of the proposed lease, a reasonable application to defray costs as may determined from time to time by the Board of Directors, and such application and other information as the Board may reasonably require.

(B) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have ten (10) business days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed equivalent of approval, and on demand the Board shall issue a written letter of approval to the lease.

(C) Disapproval. A proposed lease shall be disapproved only if a majority of the Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

1. The unit owner is delinquent in the payment of assessments at the time the application is considered;
2. The unit owner has a history of leasing his unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his unit;
3. The real estate company or rental agent handling the leasing transaction on behalf of the unit, owner has a history of screening lessee applicants

- inadequately, recommending undesirable lessees, / or entering into leases without prior Association approval;
4. The application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Association;
  5. The prospective lessee has a criminal background as listed below:  
Any felony convictions. Misdemeanor conviction involving crimes against persons or property. Any illegal drug related conviction. Any prostitution related conviction. Any terrorist related conviction. Any cruelty to animals related conviction. Any of the above related charges resulting in "Adjudication Withheld". Active status on probation or parole resulting from any of the above.
  6. The prospective lessee has a history of conduct which evidences disregard for the rights and properties of others;
  7. The prospective lessee evidences a strong possibility of financial irresponsibility;
  8. The prospective lessee, during previous occupancy in this Association or elsewhere, has evidenced an attitude of disregard for the Association rules;
  9. The prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees/security deposit are not paid; or
  10. The owner fails to give proper notice of his intention to lease his unit to the Board of Directors.

(D) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election, may approve or disapprove the lease. Any lease entered into without approval, at the option of the Board, may be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the unit owner.

(E) Application Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying Association assessments shall remain th responsibility of the Unit Owner; however the Association may act to collect rents on units whose Association fees are more than thirty (30) days delinquent until such a time when the maintenance fees are no longer past due. Failure of the tenants to pay rent to the Association after receiving notice of intent to collect, may result on the Board electing to evict the tenants without securing consent from the unit owner.

(F) Occupancy During Lease Term. No one but the lessee, his family members within the first degree of relationships by blood, adoption or marriage, and his significant other and temporary house guests may occupy the Unit. Anyone eighteen (18) years of age or older must be named a lease holder and fill out the appropriate forms.

(G) Regulation by Association. All of the provisions of the Association Documents and the Rules and Regulations of the Association are applicable and shall be enforceable against any person occupying a Unit or lessee or guest to the same

extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Association documents, including without limitation, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of a breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether or not specifically expressed in such agreement.

(H) Fees and Deposits Related to the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a unit, the Association may charge the owner a preset fee for processing the application, such as not to exceed the maximum amount allowed by law. A fee may be charged for the renewal of a lease as set forth by resolution by the Board. The Association may also require any deposits authorized by the resolution by Board of Directors.

### **Section 10.1 of the Bylaws as amended as follows:**

#### **10.1 Budget.**

(a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expenses and contain at least all items set forth in section 718.504(21) of the Act, if applicable), determine the amount of Assessments payable by the Unit owners to meet the expenses of such Condominium and allocate and assess such expenses among the Unit owners in accordance with the provisions of the Declaration. In addition, if the Association maintains Limited Common Elements, the budget or a schedule attached thereto shall show amounts budgeted therefor. In addition to the annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing regardless of the amount of deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost of each reserve item. The Association may adjust replacement and reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. ~~Prior to transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote to waive reserves for one or both of the first two (2) fiscal years of operation of the Association, after which time, reserves may only be waived or reduced upon the vote of a majority of non-Developer voting interests present at a duly called meeting of the Association.~~—If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall

go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for any other purpose is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association. If the Association elects to reduce and pool reserve funds in accordance with Florida Statutes section 718.112(2)(f) and Florida Administrative Code Section 61B-22.005, the Association shall maintain no less than twenty-percent (20%) of the entire reserves in the reserve account.

[The remainder of Section 10.1(a) is unchanged]

WITNESSES (TWO):

VENETIAN PALMS OF FT. MYERS  
CONDOMINIUM ASSOCIATION, INC.

Erin L Helfert  
Signature

Erin L Helfert  
Printed Name

[Signature]  
Signature

Zoferdys Marlbona  
Printed Name

Robert M Stanley  
By: Robert M. Stanley  
Title: President

Date: 3-15-11

ATTEST: [Signature]  
By: Brian Barnes  
Title: 3-15-11 TREASURER

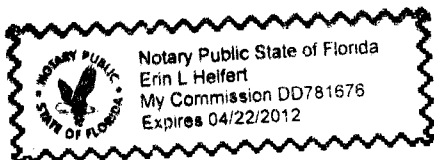
Date: 3-15-11

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF LEE

BEFORE ME, the undersigned authority, appeared Robert M. Stanley President of Venetian Palms of Ft. Myers Condominium Association, Inc., personally known to me and who acknowledged before me that being duly authorized and executed the foregoing Certificate of Amendment as the President for said corporation and that the same is the free act and deed of said corporation, and who did take an oath.

SWORN TO AND SUBSCRIBED before me this 15<sup>th</sup> day of March, 2011.



Erin L Helfert  
Notary Public  
Erin L Helfert  
(Printed Name of Notary)  
My Commission Expires: 4/22/2012