Instr# 115070236 , Page 1 of 4, Recorded 05/11/2018 at 10:49 AM
Broward County Commission

THIS INSTRUMENT PREPARED BY AND RETURN TO: PHILIP J. CROYLE Attorney at Law 370 W. Camino Gardens Blvd., Suite 300 Boca Raton, FL 33432-5817 561.368.4408/philcroyle@croylelaw.com

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND COVENANTS FOR VENETIAN ISLES AT LAKE CORAL SPRINGS COMMUNITY ASSOCIATION, INC AS RECORDED IN OFFICIAL RECORDS BOOK 29009, AT PAGE 170 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

I HEREBY CERTIFY the attached Amendment to the Declaration of Restrictions and Covenants for Venetian Isles at Lake Coral Springs Community Association, Inc. was duly adopted in the manner provided in Article 4, Section 4.3 of the Declaration, and Sections 720.306(1)(b) and 617.0701(4), Florida Statutes, that is by no less than Sixty-Six and 2/3rds (66 2/3rds) of the Board of Directors and by not less than Seventy-Five (75%) Percent of all of the votes in the Association (71 of 91 total votes) in favor of its adoption by written consent as shown upon the books and records of the Association which are incorporated herein by reference.

The amendments shall be effective upon recording.

IN WITNESS WHEREOF, this document has been executed this ______day of May, 2018.

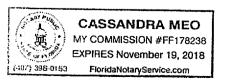
VENETIAN ISLES AT LAKE CORAL SPRINGS COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation

profit corporation

y: Nobert Stirk, President

Deborah Popkin, Secretary

The foregoing instrument was acknowledged before me this / day of May, 2018, by Robert Stirk, President, and Deborah Popkin, Secretary, of the Venetian Isles at Lake Coral Springs Community Association, Inc., who (are each personally know to me) or (has produced personally know) as identification) and who did (did not) take an oath.



TEXT OF ADOPTED AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND COVENANTS FOR VENETIAN ISLES AT LAKE CORAL SPRINGS COMMUNITY ASSOCIATION, INC.

Words <u>underlined</u> denote additions. Words stricken denote deletions.

- 11. <u>Use Restrictions.</u> In addition to use restrictions in the Master Covenants and Neighborhood Covenants, each Owner must comply with the following:
- 11.3 <u>Leases.</u> Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases shall be provided to the Association <u>as otherwise provided herein</u>. No Home may be subject to more than four (4) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents. No lease terms shall be less than thirty (30) days.
- 11.3.1. Length of Ownership as Precondition to Right to Lease. All leases shall comply with this Declaration and this subpart. No Dwelling Unit may be rented until such time as the fee simple Owner has held title to the Home for more than one (1) year. As used herein, "Tenant" shall refer to and mean each and every occupant of a rented Home.
- Instrument in Writing; Background Check. All leases shall be in writing, and complete copies of all leases shall be delivered to the Board of Directors of the Association no less than fifteen (15) days prior to the date of occupancy of the Tenant under any such lease so that the Association may perform a background check of all proposed tenants and/or occupants. To offset the cost of the background check, the Owner shall remit to the Association a sum per tenant/occupant, as determined by the Board of Directors from time to time, which shall accompany the lease submitted. Occupancy of any leased Home shall be strictly limited to those persons disclosed to the Association in advance. Each lease shall set forth the name, address and telephone number of the Owner of the Home; the name, address and telephone number of the Tenant; the proposed date of occupancy; the date of termination; the names and ages of all persons who will occupy the Home and their relationships to the Tenant; the make, model, year of manufacture and license plate number of each motor vehicle owned or operated by the Tenant or proposed members of the Tenant's household; and, a description of all outdoor pets to be kept at the Home. No lease shall be effective prior to written approval thereof by the Board of Directors of the Association or its delegee. Approval of any lease, tenant and/or occupants shall not be unreasonably withheld.

- 11.3.3. Minimum Lease Term. All leases shall be for a term of one (1) year or longer. No Owner may rent a Home more than once in any 12-month period. If a Tenant, who has signed a lease of one (1) year or longer, defaults on the lease or abandons the Home before the expiration of the lease term, the Owner shall have the right to find a replacement Tenant provided that the term of the lease for the replacement Tenant shall be at least one (1) year, and provided further that if the replacement Tenant defaults or abandons the Home, the Owner may not replace the replacement Tenant until the initial twelve (12) month period from the date of the original lease has expired.
- at any time prior to the effective date of the lease or to the expiration of the original term of the lease, the Board determines that the Tenant's or any proposed occupant's background, conduct or maintenance of the Home would make the initial lease or any renewal or extension of the lease undesirable to the health, welfare, safety, order or aesthetics of Venetian Isles, the Board shall notify the Owner and he/she shall not be permitted to effectuate the initial lease or renew or extend the term of the lease with that Tenant and/or one or more of those occupants related to the lease under review.

11.3.5. Subleases. Subleasing is prohibited.

- 11.3.6. Roommates and Paying Guests. Any person unrelated to the Owner of a Home by parentage or marriage who pays rent or other financial consideration or otherwise contributes financially to the upkeep of the Home or income of the Owner as a condition of cohabitation with the Owner or other occupant of the Home shall be considered a Tenant and shall be subject to this Declaration. Such roommate/guest/tenant arrangements are prohibited.
- Compliance with Declaration and Rules and Regulations. All Owners and Tenants shall certify in writing to the Association, at the time copies of the leases are delivered to the Board of Directors pursuant to 11.3.2 above, that the Owner has delivered to the Tenant a complete copy of the Declaration, Articles, Bylaws and of the rules and regulations then in effect, and that the Tenant acknowledges the obligation of the Tenant and all members of the Tenant's household to comply with the covenants, conditions and restrictions contained in this Declaration, the Articles, the Bylaws and with all rules and regulations. No Owner may assign or otherwise transfer the Owner's rights and obligations under this Declaration to any Tenant, and the Association shall have the right to enforce the covenants, conditions and restrictions set forth in this Declaration and each rule and regulation against the Owner, Tenant or any member of the Tenant's household, individually or collectively, without limitation of any kind. The Association shall not be bound by any provision in the lease or other agreement between the Owner and Tenant requiring prior notice or imposing other conditions on the rights of the Association. The Association shall have the right to collect all annual and special assessments imposed on the Home from the Owner thereof, and shall not be obligated to collect any such amount from a Tenant. Further, in the event that the Owner becomes delinquent in the payment of any monetary obligation due the Association, the Association may demand that the

Tenant pay to the Association the subsequent rental payments, all pursuant to Section 720.3085(8), Florida Statutes, as same may be amended from time to time.

- Association's right to terminate. All leases shall provide, or if not expressly provided then will be deemed to provide, that the Association shall have the right to terminate the lease upon default by the Tenant or any other member of the Tenant's household in observing any of the provisions of the Declaration, the Articles, the Bylaws or any rule or regulation or of any other agreement, document or instrument governing Lots or Homes, each and every provision of which shall be deemed incorporated into any lease as if fully reprinted therein.
- 11.3.9. Owner jointly and severally liable. The Owner of a leased Home shall be jointly and severally liable with this Tenants/Occupants to the Association to pay any claim for injury or damage to person or property caused by the negligence, misfeasance or malfeasance of the Tenant, any member of the Tenant's household or any other occupant of the leased Home.
- 11.3.10. Subordination of lease to any Association lien. Every lease shall be subordinated to any lien recorded by the Association whether before or after such lease was entered into.
- Board, shall be subject to a security deposit against loss or damage to the Association's common property in a sum that shall be established by the Board from time to time but no more often than annually. The initial sum required to be paid to the Association upon adoption of this restriction shall be One Thousand (\$1,000.00) Dollars. The security deposit shall be fully refundable upon termination of the tenancy to which it is related in the event that there has been no injury or damage caused to any of the common property by the tenants or any guest or invitee associated with them. However, in the event of damage during the tenancy, the deposit does not in any way limit the extent of the liability of the tenant, any guest, invitee or of the property owner for the entire cost of restoration or replacement of the damaged common property.
 - 11.3.12. Additional use restrictions for tenants. None.
- 11.3.13. No rental to occupant/recipient qualifying and/or receiving public financial assistance permitted. No tenants of any Home shall be permitted if they are or will be recipients of public housing financial assistance nor shall any Home be offered for rent in the community as suitable for and otherwise available for occupancy by any persons receiving or intending to receive public housing financial assistance from any source.