

Prepared by and return to:
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**CERTIFICATE OF AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR
LE CIEL VENETIAN TOWER, A CONDOMINIUM
and
AMENDED AND RESTATED ARTICLES OF INCORPORATION FOR
LE CIEL VENETIAN TOWER ASSOCIATION, INC.
and
AMENDED AND RESTATED BYLAWS FOR
LE CIEL VENETIAN TOWER ASSOCIATION, INC.**

I HEREBY CERTIFY that the following amendments to the Amended and Restated Declaration of Condominium for Le Ciel Venetian Tower, a Condominium, were duly approved and adopted by the membership of Le Ciel Venetian Tower Association, Inc. at the duly noticed Meeting of Members on the 28th day of August 2024. Said amendments were approved by a proper percentage of voting interests of the Association.

The original Declaration of Condominium for Le Ciel Venetian Tower Association, Inc., including the legal description of the Collier County, Florida real property subject to this amendment, was recorded at O.R. Book 2044, Pages 3 et seq. of the Public Records of Collier County, Florida.

The Amended and Restated Declaration of Condominium for Le Ciel Venetian Tower Association being amended hereby was recorded at Official Records Book 5352 Page 1784 et seq. of the Public Records of Collier County, Florida.

The Amended and Restated Articles of Incorporation for Le Ciel Venetian Tower Association, Inc. being amended hereby was recorded as Exhibit "C" to the Amended and Restated Declaration of Condominium for Le Ciel Venetian Tower at Official Records Book 5352 Page 1841 et seq. of the Public Records of Collier County, Florida.

The Amended and Restated Bylaws for Le Ciel Venetian Tower Association, Inc. being amended hereby was recorded as Exhibit "D" to the Amended and Restated Declaration of Condominium for Le Ciel Venetian Tower at Official Records Book 5352 Page 1847 et seq. of the Public Records of Collier County, Florida.

Additions are underlined. Deletions are ~~stricken through~~.

Article 4, Section 8, of the Declaration of Condominium is hereby amended as follows:

4.8 "Family" or "Single Family" shall refer to any one of the following:

A. One person (as used in this Declaration, the term "person" shall mean a real person as opposed to an artificial entity such as a corporation, partnership or trust).

B. 2 or more persons who commonly cohabit a Unit, each of whom is related by blood, marriage, adoption or legal custody to each of the others.

C. Not more than 2 persons not related by blood, marriage, adoption or legal custody, who commonly and regularly reside together as a single housekeeping unit and who also function together as an integrated economic unit ~~cohabit a Unit~~, along with their children, if any.

A unit may be occupied by a Family, Lessees and their Guests.

Article 8, Section 2, of the Declaration of Condominium is hereby amended as follows:

8.2 Exclusive Use; Transfer of Use Rights. Exclusive Use; Transfer of Use Rights. The exclusive use of a Limited Common Element is an appurtenance to the Unit or Units to which it is designated or assigned. The right of exclusive use of each Limited Common Element passes with the Unit to which it is assigned, whether or not separately described, and cannot be separated from it; except that the use rights to a particular Limited Common Element parking space may be exchanged between Units by written agreement between the Unit Owners desiring such exchange, ~~with the prior written approval of the Association.~~ No parking assignment is valid unless it is first presented to the Association and approved by it in writing and an assignment is recorded in the Public Records of Collier County, Florida evidencing the assignment, so as to insure that the Association has a record of the parking space, and number thereof, assigned to each Unit.

Article 10, Section 11, of the Declaration of Condominium is hereby amended as follows:

10.11 Certificate as to Assessments. Pursuant to ~~Section 718.116(8) of the Condominium Act, within 15 days after request by a Unit Owner or his designee, or a Unit mortgagee or his designee,~~ The Association shall provide a certificate (sometimes referred to as an "estoppel letter") signed by an Officer or agent of the Association upon request by a Unit Owner or his or her designee, stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to the Condominium Parcel within the time periods required by Section 718.116(8) of the Condominium Act, as amended from time to time. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. Notwithstanding any limitation on transfer fees contained in Sec. 718.112(2)(i) of the Condominium Act, the Association or its authorized agent may charge a reasonable fee for the preparation of the certificate. ~~The amount of the fee must be included on the certificate. The authority to charge a fee for the certificate shall be established by a written resolution adopted by the Board or provided by a written management, bookkeeping, or maintenance contract and is payable upon the preparation of the certificate. If the certificate is requested in conjunction with the sale or mortgage of a Unit but the closing does not occur and no later than 30 days after the closing date for which the certificate was sought the preparer receives a written request, accompanied by reasonable documentation, that the sale did not occur from a payor that is not the Unit Owner, the fee shall be refunded to that payor within 30 days after receipt of the request. The refund is the obligation of the Unit Owner, and the Association may collect it from that Unit Owner in the same manner as an Assessment as provided in the Condominium Act. The association or its authorized agent is not required to provide a prospective purchaser or lienholder with information about the Condominium or the Association other than information or documents required by the Condominium Act to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to a prospective purchaser, lienholder, or the Unit Owner for providing good faith responses to requests for information by or on behalf of a prospective purchase or lienholder, other than information required by law to be made available or disclosed, if the fee does not exceed the maximum amount permitted by the Condominium Act, as amended from time to time, \$150.00 plus the reasonable cost of photocopying and any attorneys' fees incurred by the Association in connection with the response. The Association and its authorized agent are not liable for providing such information in good faith pursuant to a written request if the person providing the information includes a written statement in substantially the following form: "The responses herein are made in good faith and to the best of my ability as to their accuracy."~~

Article 11, Section 3(F), of the Declaration of Condominium is hereby amended as follows:

11.3(F) Use of Licensed and Insured Contractors; Construction Lien Law. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit, Limited Common Element or Common Elements, whether with or without Association approval, such Unit Owner shall be deemed to have warranted to the Association and its Members that his contractor(s) are properly licensed and fully insured (including workers' compensation insurance) and that the Unit Owner will be financially responsible for any resulting damage to persons or property. The Unit Owner also agrees to comply with the requirements of Chapter 713, Florida Statutes and to indemnify the Association and its Members from any construction liens which may attach to Limited Common Elements and/or Common Elements and which are attributable to work performed by or for the benefit of the Unit Owner. The Association may, through its Board of Directors or its designee, prohibit a specific vendor, contractor or licensee from entering the Condominium Property to perform services in the Condominium upon a reasonable determination that the vendor, contractor or licensee has shown disregard for the Association's Rules and Regulations or caused damage to the Condominium Property.

Article 11, Section 7, of the Declaration of Condominium is hereby amended as follows:

11.7 Alteration and Additions to Common Elements and Association Property. The protection, maintenance, repair, insurance and replacement of the Common Elements and Association Property is the Association's responsibility and the cost is a Common Expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Elements or the Association Property without prior approval by the Owners of not less than 2/3 of the Voting Interests present in person or by proxy at a meeting at which at least a majority of all Unit Owners are present in person or by proxy ~~undivided shares in the Common Elements~~. Notwithstanding the preceding sentence, the Association may make material alterations and substantial additions to the Common Elements or the Association Property costing not more than three percent (3%) ~~2%~~ of the Association's operating budget in the aggregate in any calendar year, with approval from the Board of Directors and without prior approval of the Owners. Notwithstanding the foregoing, prior Owner approval is not required, regardless of whether the work constitutes a material alteration or substantial addition to the Common Elements or Association Property, if the work is: reasonably necessary to protect, maintain, repair, replace or insure the Common Elements or Association Property, or any part thereof; reasonably necessary to comply with any local, state or federal law or regulation; or intended for the security and safety of the Unit Owners.

Article 12, Section 1, of the Declaration of Condominium is hereby amended as follows:

12.1 Units. Units may be used for Single Family residential living and for no other purpose. However, "no impact" or "low impact" home based business in and from a Unit is allowed. Such uses are expressly declared customarily incidental to residential use. Examples of businesses which are prohibited and are considered "impact" businesses are businesses or commercial activity or ventures that create customer traffic to and from the Unit, create noise audible from outside the Unit, or generate fumes or odors noticeable outside the Unit, including but not limited to, a home day care, beauty salon/barber, and animal breeding. No trade, business, profession or other type of commercial activity shall be conducted in or from any Unit. The use of a Unit as a public lodging establishment shall be deemed a business or commercial use. ~~This restriction shall not be construed to prohibit any Unit Owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his Unit. Such uses are expressly declared customarily incidental to residential use.~~

Article 12, Section 5, of the Declaration of Condominium is hereby amended as follows:

12.5 Intentionally left blank for future use. Minors. ~~All persons under 18 years of age shall be supervised as appropriate by an adult to insure that they do not become a source of unreasonable annoyance to others.~~

Article 12, Section 6, of the Declaration of Condominium is hereby amended as follows:

12.6 Pets. Cats and dogs (not to exceed a total of 2 per Unit and not exceed 25 pounds per pet) are permitted, provided that cats and dogs are kept on a leash or carried when outside of a Unit. In the event that any pet constitutes a nuisance, the Board of Directors may order the owner of such pet to permanently remove the same from the Unit and shall if necessary, have the right to seek injunctive relief if the owner fails to comply with such order. The Board of Directors' determination as to what constitutes a nuisance or annoyance shall be dispositive and shall control without regard to any legal definition of such terms. Lessees and Guests are not permitted to keep pets on the Condominium Property.

Article 12, Section 8, of the Declaration of Condominium is hereby amended as follows:

12.8 Nuisances. No Unit Owner shall use his Unit, or permit to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to others, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each Unit shall be consistent with existing law and the Condominium Documents, and the Unit Owner, his Family, Guests, Tenants, licensees and invitees shall at all times conduct themselves in a peaceful and orderly manner. The Board of Directors' determination as to what constitutes a nuisance or annoyance shall be dispositive and shall control without regard to any legal definition of such terms.

Article 13, Section 2, of the Declaration of Condominium is hereby amended as follows:

13.2 Term of Lease and Frequency of Leasing. No Unit may be leased more often than one time per calendar year, with the minimum lease term being 90 days. For purposes of the foregoing restriction, the first day of occupancy under the lease shall conclusively determine in which calendar year the lease occurs. No lease may be for a period of more than one year and no option for the Lessee to extend or renew the lease for any additional period shall be permitted unless approved by the Board. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the Lessee is permitted. The Board of Directors is authorized to adopt additional rules and regulations to prevent circumvention of the restrictions set forth in this Section 13.2 which may include, without limitation, restrictions on the advertisement of Units that are inconsistent with the lease frequency and duration provisions of this Section 13.2. It is further intended that any use of the term "leasing" and all its derivations is synonymous with licensing and all its derivations, including, without limitation, arrangements facilitated by Airbnb, FlipKey, VRBO, Tripping.cm, HomeAway and/or similar services.

Article 16, Section 6, of the Declaration of Condominium is hereby amended as follows:

16.6 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original Condominium Property. However, if the damaged property is the building (i.e., the tower), reconstruction or repairs may be made according to different plans and specifications approved by the Board or Directors and by the Owners of Units in accordance with Section 11.7 above to which at

least 75% of the undivided shares of the Common Elements are appurtenant, including the Owners of all damaged Units. Such approvals may not be unreasonably withheld. Approval from the Owners is not required to the extent that deviations from the original plans and specifications are required by the applicable building code(s) in effect at that time.

Article 22, Section 4, of the Declaration of Condominium is hereby amended as follows:

22.4 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel retained by the Board that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

Article VIII of the Articles of Incorporation is hereby amended as follows:

ARTICLE VIII

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. Expenses incurred by an officer or Director in defending a civil or criminal proceeding, or the threat of same, may be paid by the Association in advance of final disposition of such proceeding upon receipt of any undertaking by or on behalf of such Director or officer to repay such amount if he or she is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms that the Board deems appropriate. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interest of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

Article 3, Section 7, of the Bylaws is hereby amended as follows:

3.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a Members' meeting may establish his or her presence and cast his or her vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. A proxy is not valid longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the Unit, specify the date, time and place of the meeting for which it is given, and must be delivered to the Association Secretary by the appointed time of the meeting or adjournment thereof. Any copy, facsimile transmission, electronic transmission, or other reliable reproduction of the original proxy may be substituted or used in lieu of the original proxy for any purpose for which the original proxy could be used ~~if the copy, facsimile transmission or other reproduction is a complete reproduction of the entire proxy.~~ Holders of proxies need not be Members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Except as specifically otherwise provided herein, Members may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies and general proxies may not be used in the election of Directors. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Limited proxies shall be used for any matter for which the Condominium Documents or the Condominium Act requires or permits a vote of the Members and for which a general proxy is not permitted, including, without limitation, votes taken to: waive or reduce reserves; waive financial statement requirements, and amend the Condominium Documents. Notwithstanding the foregoing, Members may vote in person at Members' meetings. A Voting Interest or consent right allocated to a Unit owned by the Association may not be exercised or considered for any purpose, whether for a quorum, an election, or otherwise.

Article 3, Section 11, of the Bylaws is hereby amended as follows:

3.11 Parliamentary Rules. ~~Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meeting when not in conflict with Florida law or the Condominium Documents.~~ The Chairman of the meeting may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

Article 4, Section 1, of the Bylaws is hereby amended as follows:

4.1 Number and Terms of Service. The affairs of the Association shall be managed by a Board of Directors consisting of 7 Directors, who serve staggered terms. Directors shall be elected for 2 year terms. The terms of 4 Directors expire in even numbered years and the terms of 3 Directors expire in odd numbered years. A Director's term will aid at the annual election at which his term expires, unless he or she sooner resigns, or is recalled as provided in 4.5 below. Directors shall be elected by the Members as described in Section 4.3 below, or in the case of a vacancy, as provided in Section 4.4 below. Directors may serve a maximum of three (3) ~~2~~ consecutive terms. Upon expiration of the third ~~second~~ term, a Director shall be required to refrain from service on the Board for one term. Upon expiration of the one term hiatus, the Director may thereafter serve on the Board as provided above.

Article 4, Section 2, of the Bylaws is hereby amended as follows:

4.2 Qualifications. Each Director must be a Member or the spouse of a Member (however, a husband and wife may not serve on the Board at the same time), except that an officer, partner, managing member or member, trustee (or beneficiaries of a trust who are the occupants of a Unit) of a corporation, partnership, limited liability company or trust, respectively, owning a Unit, shall be qualified to serve as a Director. In addition to the prohibition on spouses serving on the Board at the same time, co-Owners of a Unit may not serve as Directors at the same time unless they own more than one Unit or unless there are not enough eligible candidates to fill the vacancies on the Board of Directors at the time of the vacancy. Eligibility for candidates and Directors shall further be limited as provided in the Condominium Act, as amended from time to time. ~~A person who has been suspended or removed by the Division of Florida Condominiums, Timeshares and Mobile Homes ("Division"), or who is delinquent in the payment of any monetary obligation due to the Association, is not eligible to be a candidate for Board membership and may not be listed~~

~~on the ballot. A person who has been convicted of any felony in Florida or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in the State of Florida, is not eligible for Board of Directors membership unless such felon's civil rights have been restored for at least 5 years as of the date such person seeks election to the Board of Directors. The validity of an action by the Board of Directors is not affected if it is later determined that a member of the Board of Directors is ineligible for Board of Directors membership due to having been convicted of a felony. A Director more than 90 days delinquent in the payment of any monetary obligation due the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to Florida law and any applicable Division rules. A Director charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property must be removed from office, creating a vacancy in the office to be filled according to Florida law until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. While such Director has such criminal charge pending, he or she may not be appointed or elected to a position as a Director. However, if the charges are resolved without a finding of guilt, the Director shall be reinstated for the remainder of his or her term of office, if any.~~

Article 4, Section 3, of the Bylaws is hereby amended as follows:

4.3 Nomination and Elections. On the day of each annual meeting the Members shall elect by secret written ballot as many Directors as there are regular terms of Directors expiring. The Board of Directors may not appoint a committee for the purpose of nominating candidates for the election of Directors. However, the Board of Directors may appoint a search committee to encourage qualified persons to become candidates. The First Notice of each annual election shall be mailed, hand-delivered or electronically transmitted to all Unit Owners at least 60 days in advance. Any Unit Owner or other eligible person desiring to be a candidate for the Board must give written notice of his or her intent to be a candidate to the Association at least 40 days before a scheduled election. Notice shall be deemed effective when received by the Association. A person must be eligible to be a candidate to serve on the Board of Directors at the time of the deadline for submitting a notice of intent to run in order to have his or her name listed as a proper candidate on the ballot or to serve on the Board of Directors. Any person indicating his or her desire to qualify as a candidate may also return a separate information sheet, no larger than 8 1/2" by 11", which describes the candidate's background, education and qualifications for office, and any other information deemed relevant by the candidate, which information sheet must be furnished by the candidate at least 35 days prior to the election. The Association has no liability for the contents of the information sheets prepared by the candidates. The Association shall mail, hand-deliver or electronically transmit a Second Notice of the election, together with the candidate information sheets and ballot which shall list all candidates in alphabetical order by surname, at least 14 days in advance of the election; provided, however, that if the number of candidates does not exceed the number of

vacancies, then no election shall be required, and the candidates become members of the Board of Directors effective upon the adjournment of the annual meeting. Directors shall be elected by a plurality of the ballots cast. In the event of a tie vote, the Association shall proceed with a runoff election pursuant to rules adopted by the Division, unless the candidates who have tied voluntarily agree on which candidate shall take office. At least 20% of the Members must cast a ballot in order to have a valid election of Directors. A Member shall not permit any other person to vote his ballot, and any ballots improperly cast are invalid. Notwithstanding the foregoing, a Member who needs assistance in casting the ballot by reason of blindness, disability, or inability to read or write, may obtain such assistance. In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected, but no Unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. Notices, candidate information sheets and ballots may be given by electronic transmission (to those Members who have so consented), pursuant to rules adopted by the Division. Within 90 days after being elected or appointed, each newly elected or appointed Director shall certify in writing to the Secretary that he or she has read the Declaration of Condominium, Articles of Incorporation, Bylaws and current written policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Members. In lieu of this written certification, within 90 days after being elected or appointed, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division approved condominium education provider within one year before or 90 days after the date of election or appointment. The written certification or educational certificate is valid and does not have to be resubmitted as long as the Director serves on the Board of Directors without interruption. A Director who fails to timely file the written certification or educational certificate is suspended from service on the Board of Directors until he or she complies with the requirements set forth above. The Board of Directors may temporarily fill the vacancy during the period of suspension. The Secretary shall cause the Association to retain a Director's written certification or educational certificate for inspection by the Members for 5 years after a Director's election or the duration of the Director's uninterrupted tenure, whichever is longer. Failure to have such written certification or educational certification on file does not affect the validity of any Board action.

Article 4, Section 18, of the Bylaws is hereby amended as follows:

4.18 Emergency Powers. In accordance with Section 718.1265 of the Condominium Act as amended from time to time, the Board of Directors, in response to damage caused by an event for which a state of emergency is declared pursuant to Section 252.36, Florida Statutes, in the locale in which the Condominium is located, may, but is not required to, exercise the following powers:

[... remainder of Section remaining unchanged ...]

Article 6, Section 2.1, of the Bylaws is hereby amended as follows:

6.2.1 Member Rejection of Budget. If an annual budget adopted by the Board of Directors requires an Assessment against the Unit Owners in any fiscal year exceeding 115% of the Assessment for the previous fiscal year, the Board of Directors shall conduct a special Members' meeting to consider a substitute budget in accordance with Section 718.112(2)(e), as amended from time to time, ~~if the Board of Directors receives, within 21 days after adoption of the annual budget, a written request for a special Members' meeting from at least 10% of the Voting Interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the Board of Directors shall provide each Unit Owner a notice of the meeting. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all Voting Interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board of Directors shall take effect as scheduled. Provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses which the Board of Directors does not expect to be incurred on a regular or annual basis or Assessments for betterments to the Condominium Property shall be excluded from the computation in determining whether Assessments exceed 115% of Assessments for the prior fiscal year.~~

Article 6, Section 3, of the Bylaws is hereby amended as follows:

6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, each proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by Section 718.112(2)(f) of the Condominium Act, as amended from time to time. ~~These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance or replacement cost, and any other item located in the Common Elements or Association Property for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount to be reserved must be computed using formula based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve Assessments annually to take into account any changes in estimates of costs or changes in the useful life of reserve item caused by capital expenditure or deferred maintenance. These reserves shall be funded subject to the Members' ability, in limited circumstances, unless the Members determine by a majority vote at duly called~~

~~meeting of the Members, to fund no reserves or less reserves than required by Section 718.112(2)(f) of the Condominium Act, as amended from time to time. The Board of Directors may schedule its budget meeting to occur immediately after the adjournment of membership meeting held for purposes of voting on reserve funding for the subsequent fiscal year. Reserves funded under this Section 6.3, and all interest earned on such reserves, shall not be commingled with operating funds (unless combined for investment purposes), and may be used only for the purposes for which they were reserved, unless their use for other purposes is approved in advance by the necessary percentage of the voting interest required by the Condominium Act, as amended from time to time, by majority vote at Members' meeting called for that purpose. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended must contain the following statement in capitalized, bold letters in font size larger than any other used on the face of the proxy ballot: WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.~~ Operating and reserve funds may be invested in combined accounts, but such funds shall be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds. Operating and reserve funds may be combined in the quarterly Assessment paid by Unit Owners, provided that the operating and reserve funds are segregated within 30 days after receipt (unless combined for investment purposes).

Article 7 of the Bylaws is hereby amended as follows:

7 **RULES AND REGULATIONS: USE RESTRICTIONS.** The Board of Directors may, from time to time, adopt and amend Rules and Regulations. Copies of such Rules and Regulations shall be furnished to each Unit Owner by electronic mail to those Unit Owners providing their electronic mailing address to the Association and shall not be required to mail and/or hand deliver copies to each Unit Owner. Rules and Regulations created and imposed by the Board of Directors must be rationally related to a legitimate Association purpose. The Rules and Regulations may not conflict with the rights of Unit Owners as provided in the Declaration or reasonably inferable therefrom, nor may they conflict with the Condominium Act, as amended from time to time.

WITNESSES:
(TWO)

Jerry Perez
Signature

Jerry Perez
Print Name

K.G. O'Brien
Signature

Kevin T. O'Brien
Print Name

**LE CIEL VENETIAN TOWER
ASSOCIATION, INC.**

BY: Barry Coutant
Barry Coutant, President

STATE OF FLORIDA

COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared [☒] in person or [☐] virtual attendance, Barry Coutant, as President of Le Ciel Venetian Tower Association, Inc. who is [☒] personally known to me or [☐] has produced his Driver License, as identification, and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid the 16th day of September 2024.

Linda C. Ellis
Notary Public, State of Florida

Print Name: Linda C. Ellis

My commission expires: 9-22-25

