

EXHIBIT "B"

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF VENETIAN ISLES CONDOMINIUM ASSOCIATION, INC.

Additions indicated by underlining.

Deletions indicated by ~~striking through~~.

~~Section G — Leasing. An entire unit may be rented provided the occupancy is only the lessee and his family, his servants and guests. No rooms may be rented except as a part of a unit or to another unit owner; and no transient tenants may be accommodated. The Board shall have the right to approve all leases.~~

Article IX, Section G, of the Declaration of Covenants, Conditions, and Restrictions is hereby amended to read as follows:

G. Leasing. The Lease of a Unit is defined as occupancy of the Unit by any person other than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, etc.). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration of Condominium. The term "tenant" and "lessee" shall likewise be used interchangeably. All leases must be in writing. Should a Unit Owner wish to Lease his Unit, he shall furnish the Association with a copy of the proposed Lease and the name of the proposed lessee, as well as all proposed occupants. Any person occupying the Unit after initial approval shall be subject to a separate application and approval process. The Association shall have thirty (30) days from the receipt of notice within which to approve or disapprove of the proposed Lease or proposed lessees or occupants. The Association shall give the Unit Owner written notice of its decision within said period. Failure to notify the Unit Owner shall be deemed an approval. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing is prohibited. All Leases shall be for a minimum period of sixty (60) consecutive days (or two calendar months) and for a maximum period of one (1) year. Leases may be renewed, subject to Board approval.

1. Board Right of Approval. The Board of Directors shall have the authority to approve all Leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. No person may occupy a Unit as a tenant, Family member of a tenant, or otherwise without prior approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform Lease application and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed tenant and their spouse, if any, and all proposed occupants of a Unit, as a condition for approval. No Unit Owner may lease his or her Unit for a period of thirty-six (36) months after

taking title to a Unit. After the expiration of this thirty-six-month period, Unit Owners may lease their Units in accordance with the provisions contained elsewhere herein. The thirty-six (36) month waiting period shall not apply in situations where title to a Unit passes through inheritance or the Association takes title to a Unit through judicial foreclosure or a deed in lieu of foreclosure. No Unit Owner may own more than one (1) Unit.

2. Tenant Conduct; Remedies. All Leases shall be on a uniform form of Lease or Lease addendum if so promulgated by the Association. Uniform Leases, addenda and all other Leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations as the same may be amended from time to time (the "Condominium Documents"). The uniform Lease or addendum and other Leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the Lease and subject the tenant to eviction with fifteen (15) days' notice as well as any other remedy afforded by the Condominium Documents or Florida law. If a tenant fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Unit Owner shall have the duty to bring his tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Unit Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses.
3. Security Deposit. The Board of Directors shall have the authority, as a condition of granting approval to a Lease or renewal or extension thereof, to require that a prospective lessee or Unit Owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the Common Elements or Association Property. Payment of interest, claims against the deposit, refunds and disputes under this paragraph shall

be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2019) as amended from time to time.

4. Approval Process; Disapproval. Any Unit Owner intending to Lease his Unit shall submit an application and any other requested information and fees at least thirty (30) days in advance of the commencement of the Lease or renewal or extension term. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Association shall have the duty to approve or disapprove all proposed Leases within thirty (30) days of receipt of such information for approval and the completion of the tenant/occupant interview (if required), by sending written notification to the Unit Owner within such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals or extensions of Lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the Lease agreement. If the Association disapproves a proposed Lease or renewal or extension, the Unit Owner shall receive a short statement indicating the reason for the disapproval, and the Lease shall not be made, renewed or extended. The Board may require, without limitation, a criminal background investigation, past residency or employment verification, personal references and a personal interview with the proposed tenant and all proposed Unit occupants. The Association shall neither have a duty to provide an alternate lessee nor shall it assume any responsibility for the denial of a Lease application if any denial is based upon any of the following factors:
 - a. The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;
 - a. The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents. By way of example, but not limitation, a tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Condominium Documents;

- b. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this Condominium as a tenant, Unit Owner or occupant of a Unit;
 - c. The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner;
 - d. All Assessments, fines and other Charges against the Unit and/or Unit Owner have not been paid in full.
- 5. Liability. The liability of the Unit Owner under the Condominium Documents shall continue notwithstanding the fact that he may have Leased or rented his interest in the Unit as provided herein.
 - 6. Association Fee. The Unit Owner or lessee seeking approval of a Lease of a Unit shall pay a transfer fee for each applicant in an amount determined by the Board but not exceeding the maximum permitted by law per transaction. No charge shall be made in connection with an extension or renewal of a Lease.
 - 7. Airbnb-Type Arrangements Not Permitted. No short-term Unit, home or room sharing arrangements provided or facilitated by Airbnb or its competitors is permitted.

~~Section H — Guests. All guests and tenants must comply with the association regulations and the Board shall have the right to terminate a lease and evict a tenant who fails to comply with the regulations of the Association.~~

Article IX, Section H, of the Declaration of Covenants, Conditions, and Restrictions is hereby amended to read as follows:

H. Guest Occupancy. A "guest" is defined as a person who enters upon the Condominium Property at the invitation of a Unit Owner or tenant, (or their respective families) for the purpose of visiting the Unit Owner or tenant (or their respective families), occupying the Condominium Unit for less than thirty (30) days during any twelve (12) month period, or utilizing the Condominium Property. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy. There are various types of guest uses, which are regulated as follows:

- 1. Non-Overnight Visitation by Guests When Unit Owner or Tenant is in Residence. There is no restriction against this type of guest usage, provided that same does not create a nuisance or annoyance to other condominium residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and

persons who have been convicted of narcotic offenses. Non-overnight guests need not be registered with the Association. Non-overnight guests shall be entitled to use the Condominium facilities only when accompanied by the Unit Owner or tenant (or an adult resident member of the Unit Owner's or tenant's Family), unless otherwise approved by the Board of Directors. The Board may establish additional restrictions on non-overnight guest usage of Condominium facilities, such as maximum numbers of guests who may use common facilities, maximum numbers of common facility usages per guest, and the like.

2. Guests When Unit Owner or Tenant is in Residence. Unit Owners and tenants (and their respective families) may have related or unrelated overnight guests, so long as the Unit Owner or tenant is in simultaneous residence. There is no requirement for registration of overnight guests with the Board. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Under no circumstances may more than six (6) persons (including the Unit Owner or tenant, and their families) sleep overnight in a two (2) bedroom Unit, and no more than eight (8) people (including the Unit Owner or tenant, and their families) in a three (3) bedroom Unit.
3. Non-Overnight Guests in the Absence of the Unit Owner or Tenant. Unit Owners and tenants are not permitted to have non-overnight guests when the Unit Owner or tenant is absent from the Condominium. Unit Owners and tenants may have their Units inspected by caretakers, family members, etc. However, such individuals shall not be permitted to use Condominium facilities, such as recreational facilities (pool, parking areas, etc.).
4. Overnight Guests in the Absence of the Unit Owner or Tenant. Tenants are not permitted to have overnight guests (related or non-related) in the absence of the tenants' simultaneous residence. Unit Owners are permitted to have overnight guests in the absence of the Unit Owner subject to the following conditions, and such other rules and regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Condominium.
5. Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. In the event that Unit Owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed guest occupants to submit proof of familial/relationship, an affidavit as to absence of payment for the right to occupy the premises, and the like.