

Greenberg Nikoloff, P.A.
1964 Bayshore Boulevard, Suite A
Dunedin, FL 34698

CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
PURA VIDA RESIDENCES

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on November 28, 2023, by an affirmative vote of Unit Owners owning in excess of two-thirds (2/3) of the Units, the Declaration of Condominium for Pura Vida Residences, originally recorded in O.R. Book 21222, Page 2506, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Declaration of Condominium for Pura Vida Residences is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to the Declaration of Condominium for Pura Vida Residences"

IN WITNESS WHEREOF, Pura Vida Residences Condominium Association, Inc. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 7 day of December, 2023.

PURA VIDA RESIDENCES
CONDOMINIUM ASSOCIATION, INC.

(Corporate Seal)

By: Robert Lembersky

ATTEST: Robert Lembersky, President

Printed Name

William A. Hummel, Secretary
Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 7 day of December, 2023, personally appeared before me Robert Lembersky, as President, and William Hummel, as Secretary of PURA VIDA RESIDENCES CONDOMINIUM ASSOCIATION, INC., who are personally known to me or who have produced _____ as identification and who did take an oath.

Lynn M Parrish
NOTARY PUBLIC

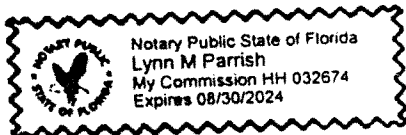


EXHIBIT "A"
SCHEDULE OF AMENDMENTS

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ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~

1. Section 17, Selling, Leasing and Mortgaging of Units, Subsection 17.1, Board Approval, of the Declaration of Condominium, shall be amended to read as follows:

17.1 Board Approval. There shall be no sale, lease or transfer of interest, legal or beneficial, nor transfer of possession of a Unit without the prior written approval of the Board of Directors of the Association, and the Association shall have the right, but not the obligation, to run criminal and/or financial background checks on any proposed Owner of a Unit, tenant, or long-term occupant. In the event a corporation, partnership, trust or other legal entity owns a Unit, the transfer of all or substantially all of the beneficial ownership of such entity shall be considered a transfer of interest in the Unit. In the event of leasing of Units, the Board shall have the right to require that a substantially uniform form of lease be used. No portion of a Unit (other than an entire Unit) may be rented. All leases shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation, Bylaws, and Rules and Regulations of the Association. No Unit lease shall be valid or approved for a term of less than thirty (30) days. Regardless of whether or not expressed in the applicable lease, the Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his or her tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration, the Articles, Bylaws and of any and all rules and regulations of the Association. The provisions of this Section 17.1 shall not apply to a transfer or purchase by Institutional First Mortgagees which acquire title as a result of their mortgage lien on the Unit, regardless of whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall this section 17.1 require approval of a purchaser who acquires title to a Unit at a duly advertised public sale, with open bidding provided by law, including but not limited to an execution sale, a foreclosure sale, a judicial or tax sale. No fee shall be charged by the Association in connection with the transfer or approval which is in excess of the expenditures reasonably required for such transfer, nor shall the expense exceed the fee permitted under the Condominium Act, as same may be amended from time to time, ~~which at the time of recording of this Declaration is \$100.00.~~ Any Unit Owner desiring to sell, lease or deliver possession of a Unit shall submit to the Board an application for approval, which application shall be in writing and in a form approved by the Association, and shall provide the name, address, and telephone number of the desired purchaser or tenant, the names of all intended occupants of the Unit, together with such other information as the Board may reasonably require. The Board must either approve or disapprove the request within ten (10) days after its receipt of the request or such supplemental information as it may reasonably require. If a sale is approved, a recordable Certificate of Approval shall be executed by the Association to be recorded at the expense of the purchaser. If a lease is approved, a written notice of approval will be provided by the Association. The Board's failure to give the Unit Owner the Certificate of Approval or written notice of approval, or written notice of disapproval within the ten (10)

day period shall be deemed to be the Board's consent to the same. ~~Notwithstanding the foregoing Unit 702 shall be available for daily rental in accordance with applicable zoning restrictions, the City of Clearwater Development Order and other laws, rules, regulations or approvals regulating the development of the Condominium.~~

(a) The Board of Directors may disapprove a proposed tenant, including a lease renewal, or long-term occupant, which shall be defined as any adult individual residing in a Unit for more than thirty (30) days in any twelve (12) month period, based upon considerations for the health, safety, and general welfare of the Community; however, nothing herein shall be construed to create an obligation of the Association to ensure that the Community is free from criminals or individuals that may pose a threat to the health, safety, or general welfare of the residents, and the Association shall not be liable for failure to run background checks or to deny any proposed tenant or occupant based upon the contents of any background report received. Reasons for disapproval may include, but are not limited to:

(i) Conviction (including any pleas of guilty or no contest) of any violent, theft or drug related crime within the ten (10) year period immediately preceding the proposed transfer date, unless the individual's civil rights have been fully restored by the State of Florida;

(ii) Documented non-compliance with any specific requirements set forth in the Association's Governing Documents, including any rules and regulations;

(iii) Providing false or incomplete information in connection with an application; or

(iv) Status as a registered sex offender.

(b) The Board of Directors may disapprove a proposed buyer based upon considerations for the health, safety, and general welfare of the Community; however, nothing herein shall be construed to create an obligation of the Association to ensure that the Community is free from criminals or individuals that may pose a threat to the health, safety, or general welfare of the residents, and the Association shall not be liable for failure to run background checks or to deny any proposed buyer based upon the contents of any background report received. Reasons for disapproval may include, but are not limited to:

(i) Conviction (including any pleas of guilty or no contest) of any violent, theft or drug related crime within the ten (10) year period immediately preceding the proposed transfer date, unless the individual's civil rights have been fully restored by the State of Florida;

(ii) Status as a registered sex offender or sexual predator listed in any state or federal sex offender registry or equivalent thereof.