

Prepared by, record and return to:

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**FIFTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF VUE CONDOMINIUM**

THIS FIFTH AMENDMENT to the Declaration of Condominium of Vue Condominium, is made by Vue Condominium Association, Inc., a Florida corporation not-for-profit (the "Association"), on this 18 of December, 2017.

RECITALS

The Declaration of Vue Condominium, dated March 14, 2005, and recorded on March 21, 2005 in Official Records Book 39272, at Page 1793; as amended in that certain First Amendment, dated April 29, 2005, and recorded on May 3, 2005, in Official Records Book 39560, at Page 82; as further amended in that certain Amendment dated July 30, 2007, and recorded on August 14, 2007, in Official Records Book 44475, at Page 24; as further amended by that certain Third Amendment, dated January 23, 2014, and recorded on March 7, 2014, in Official Records Book 50601, at Page 684; and as further amended by that certain Fourth Amendment, dated January 23, 2014, and recorded on March 7, 2014, in Official Records Book 50601, at Page 686, all of the Public Records of Broward County, Florida (the "Declaration").

The following amendments to the Declaration were duly adopted by a vote of the condominium owners at a special meeting, duly noticed and in the manner prescribed in the Declaration, held on October 26, 2017.

NOW THEREFORE, in consideration of the premises, the Association hereby amends the Declaration as follows:

17.29 Cabana Leasing. No cabana unit owner shall lease their cabana unit to any person except in conjunction with the lease of their condominium unit, and then to the same lessee, or to another condominium unit owner or authorized tenant of such condominium unit. In the event that a cabana unit owner has leased their cabana unit to another condominium unit owner, that condominium unit owner may sublease such cabana unit to a tenant who has leased such condominium unit owner's condominium unit but only for the period of time provided in the lease between the cabana unit owner and such condominium unit owner. There shall be no

restrictions upon the number of times per year that a cabana unit owner may lease their cabana unit to other condominium unit owners or an authorized tenant for such condominium unit.

17.30 Parking.

A. Transfer of Parking Spaces Authorized.

The provisions of this Declaration to the contrary notwithstanding, unit owners from time to time may transfer their rights in and to parking spaces constituting limited common elements appurtenant to their units among themselves; that is to say, from one condominium unit owner to another or to the authorized tenant of another condominium unit owner, with the prior written consent of the Association, with the following limitations and in the following manner:

1. Such transfer or conveyance shall be authorized and valid providing that subsequent to the transfer or conveyance, the condominium units involved shall have not less than one (1) parking space appurtenant thereto as limited common elements or otherwise reserved thereto;
2. No portion of the common elements or common expenses attributable to a unit shall be transferred or conveyed from one unit to another for reason of the transfer or conveyance of a parking space, and the undivided shares therefor as set forth in this Declaration shall in no way be varied or changed with respect to any unit by reason of such transfer or conveyance of a parking space;
3. Such transfer or conveyance shall be evinced by a written instrument executed by both the transferor and the transferee. Signed copies of such written instrument shall be delivered both to the transferee and to the Association and shall be effective immediately upon the Association delivering its written consent thereto to the transferee;
4. The Association's consent may be evinced upon the instrument signed by the transferor and the transferee or by a separate, written instrument;
5. Nothing herein shall be deemed to authorize the transfer of any limited common element or other appurtenance to a condominium unit or any part or share thereof to any person whomsoever, except the limited common elements which constitute the parking spaces being transferred or conveyed between the transferor and the transferee, provided that at no time may such parking spaces or any of them be owned in whole or in part by anyone who is not a unit owner. Any transfer or conveyance of a parking space by any person, with or without the Association's consent, to any other person who is not a unit owner shall be null and void, *ab initio*.

NOTE: NEW WORDS/CHANGES TO THE ORIGINAL TEXT ARE UNDERLINED; WORDS DELETED FROM THE ORIGINAL TEXT ARE STRICKEN THROUGH.

IN WITNESS WHEREOF, the Association, has caused the execution of this Fifth Amendment to the Declaration on the date first written above.

Stanley Jay Olander
Print Name: Stanley Jay Olander

Vivian Ross
Print Name: Vivian Ross

Marcela Soderberg
Witness

VUE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit

By: [Signature]
Stanley Jay Olander as president

Attested by: [Signature]
Vivian Ross as Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Fifth Amendment to the Declaration of Condominium of Vue Condominium was acknowledged before me on this 18 day December, 2017, by, Stanley Jay Olander as president of Vue Condominium Association, Inc., on behalf of the corporation, who is personally known to me or who produced identification in the form of _____.

(Notary Seal)

Marcela Soderberg
Notary Public
Printed Name: Marcela Soderberg
My Commission Expires: June 7, 2020

