

**THIRD AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF VUE, A CONDOMINIUM**

This Third Amendment is executed on the 23rd day of January, 2014, by Vue Condominium Association, Inc., a Florida corporation not-for-profit (the "Association").

Recitals

WHEREAS the Association is the entity responsible for the operation of the Condominium and the Association Property pursuant to Section 11.1 of the Declaration of Condominium, recorded in Official Records Book 39272, at Pages 1393-1966, in the Public Records of Broward County, Florida (the "Declaration"); and

WHEREAS the Association, pursuant to Section 6.3 of the Declaration, and after a properly noticed meeting at which 66 and 2/3% of the Voting Interests voted in favor of this Third Amendment to the Declaration relating to the provisions of Section 6.1 of the Declaration, pertaining to the percentage of interests of the Unit Owners required to amend the Declaration, has been directed to amend the Declaration as more particularly set forth hereafter;

NOW THEREFORE, in consideration of the premises set forth above, the Association, for itself and on behalf of the Voting Interests, their respective heirs, successors and/or assigns, amends the Declaration as follows:

1. Recitals. The foregoing Recitals are true and correct.
2. Amendment of Section 6.1

Section 6.1 of the Declaration is amended to read as follows:

6.1 By the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Except as may be elsewhere provided, approvals must be by an affirmative vote representing in excess of ~~66-2/3%~~ **51.00%** of the voting interests of the Unit Owners. Notwithstanding the foregoing, or anything to the contrary in the Articles or the By-Laws, the restrictions and other provisions pertaining to leases, which are set forth in Section 17.2 of this Declaration and in Rule 2 of the Rules and regulations attached to the By-Laws, may only be amended upon an affirmative vote of ~~75%~~ **51.00%** of the voting interests of the Unit Owners. Members not

present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary of the Association at or prior to the meeting.

NOTE: NEW WORDS/CHANGES INSERTED IN THE ORIGINAL TEXT ARE BOLD AND UNDERLINED; INFORMATION DELETED FROM THE ORIGINAL TEXT IS LINED THROUGH.

- 4. Except as modified by this Third Amendment, the Declaration and all previous amendments thereto, shall remain in full force and effect and the execution and delivery thereof are ratified and affirmed and the terms thereof, as modified herein, are incorporated by reference and restated herein.

IN WITNESS WHEREOF, the Association has caused the execution of this Third Amendment on the day and date first written above.

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

Witness: [Signature] Print: KRISY PORTER

Witness: [Signature] Print: KRISY PORTER

By: [Signature] Joe Miele as president

Attest: [Signature] Diana Roeber as secretary

STATE OF FLORIDA)) SS: COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me on this 23rd day of January, 2014 by Joe Miele, as president of Vue Condominium Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation, who is personally known to me or who has produced a driver's license as identification and did take an oath.

(NOTARY SEAL)

[Signature] Notary Public Print Name:

My commission expires:



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**FOURTH AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF VUE, A CONDOMINIUM**

This Fourth Amendment is executed on the 23rd day of January, 2014, by Vue Condominium Association, Inc., a Florida corporation not-for-profit (the "Association").

Recitals

WHEREAS the Association is the entity responsible for the operation of the Condominium and the Association Property pursuant to Section 11.1 of the Declaration of Condominium, recorded in Official Records Book 39272, at Pages 1393-1966, in the Public Records of Broward County, Florida (the "Declaration"); and

WHEREAS the Association, pursuant to Section 6.3 of the Declaration, and after a properly noticed meeting at which 75.00% of the Voting Interests voted in favor of this Fourth Amendment to the Declaration relating to the provisions of Section 17.2 of the Declaration, pertaining to the percentage of interests of the Unit Owners required to amend the provisions of Section 17.2 of the Declaration relating to leases, has been directed to amend the Declaration as more particularly set forth hereafter;

NOW THEREFORE, in consideration of the premises set forth above, the Association, for itself and on behalf of the Voting Interests, their respective heirs, successors and/or assigns, amends the Declaration as follows:

1. Recitals. The foregoing Recitals are true and correct.
2. Amendment of Section 17.2. Section 17.2 of the Declaration is amended to read as follows:
 - 17.2 Leases. Leasing of Units shall be subject to the prior written approval of the Association, ~~other than for short term leases for not more than one month for tenants who have registered with the Association (the "Short term Leases")~~. Every lease of a Unit shall specifically require a deposit from the prospective tenant in an amount not to exceed one (1) month's rent ("Deposit"), ~~other than for Short term Leases~~, to be held in an escrow account maintained by the Association, provided, however, that the Deposit shall not be required for any Unit which is rented or leased directly by or to the Developer ~~or for Short term Leases~~. No Lease shall be for a term of less than three (3) months and a Unit Owner may not lease its Unit more than three (3) times in any calendar year. The foregoing requirement shall not apply to a Unit rented or leased directly by or to the Developer ~~or to Short term Leases~~. Every

Lease shall provide (or, if it does not, shall be automatically deemed to provide) that: (i) a material condition of the Lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits and addenda or amendments hereto), and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the Lease); (ii) and that a tenant may not, under any circumstances, sublet the Unit (or any portion thereof) to any other person or permit occupancy by any other person. Additionally, copies of all written leases shall be submitted to the Association and tenants must register with the Association prior to moving in. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements from the acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and a special charge may be levied against the Unit thereof.

All Leases are hereby made subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease.

NOTE: NEW WORDS/CHANGES INSERTED IN THE ORIGINAL TEXT ARE BOLD AND UNDERLINED; WORDS DELETED FROM THE ORIGINAL TEXT ARE LINED THROUGH.

3. Except as modified by this Fourth Amendment, the Declaration and all previous amendments thereto, shall remain in full force and effect and the execution and delivery thereof are ratified and affirmed and the terms thereof, as modified herein, are incorporated by reference and restated herein.

[This space left blank intentionally. Signatures and acknowledgments follow on next page.]

Marion Clark

From: Marion Clark
Sent: Thursday, March 13, 2014 12:04 PM
To: 'Kristy Porter'
Cc: Ryan Willits
Subject: Vue Condo - 3rd & 4th Amendments to Declaration (Recorded)
Attachments: Fourth Amendment to Declaration (RECORDED).Vue Condo.pdf; Third Amendment to Declaration (RECORDED).Vue Condo.pdf

Hi Kristy,

Attached are the following recorded instruments for Vue Condominium:

1. Third Amendment to the Declaration of Condominium recorded in ORB 50601, Page 684, Broward County, Florida; and
2. Fourth Amendment to the Declaration of Condominium recorded in ORB 50601 Page 686, Broward County, Florida

The originals are being mailed to you today.

Have a great day!

Marion Clark
Assistant to Ryan E. Willits
Willits & Associates, P.A.
(PLEASE NOTE OUR NEW MAILING ADDRESS)
710 NE 26th Street
Wilton Manors, FL 33305
(561) 353-2400 Telephone
(561) 353-2401 Facsimile

DEBT COLLECTION: Willits & Associates, P.A. may be collecting information pertaining to the collection of a debt. Any information collected for this purpose will be used solely for that purpose.

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