

This document prepared by
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CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
VILLA RIO CONDOMINIUM APARTMENTS, INC.

The undersigned hereby certifies that the Declaration of Condominium of VILLA RIO CONDOMINIUM APARTMENTS, INC., as recorded in Official Records Book 5254, at page 867 et seq. of the Public Records of Broward County, Florida, as amended from time to time, was amended in accordance with provisions of said Declaration at a meeting of the members of the Association held on the 13 th day of FEBRUARY, 2007, the following being a true and correct copy of the Amendments as adopted:

(new words are inserted in the text and underlined and words to be deleted are lined through with hyphens)

DECLARATION OF CONDOMINIUM

V. USE RESTRICTIONS.

In order to provide for a congenial occupation of the Building, and to provide for the protection of values of the Apartments, the use of the Property shall be restricted to and be in accordance with the following provisions:

.....

8. ~~Any unit owner disregarding the covenants as set forth in this Declaration of Condominium, The By-Laws of the Association or the Rules and Regulations as passed by the Board of Directors, shall be subject to a fine not to exceed Fifty Dollars (\$50.00):~~ The association may levy reasonable fines up to, but not to exceed, \$100 against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the association bylaws, or the rules and regulations of the association. No fine will become a lien against a unit. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the

aggregate exceed \$1,000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The hearing shall be held before a committee of other unit owners. If the committee does not agree with the fine, the fine shall not be levied.

VI. CONVEYANCES.

The sale, leasing and mortgaging of Apartments, shall be subject to the following provisions until this Declaration is terminated in accordance with provisions herein elsewhere contained.

1. ~~The developer shall not be required to obtain approval of the Board of Governors for the sale or lease of any Apartment.~~ No Apartment Owner may dispose of an Apartment or any interest therein by sale or by lease without approval of the Board of Governors of the Association, which approval of the Association shall be obtained in the manner hereinafter provided:

(a) Notice to Association. An Apartment Owner intending to make a sale or a lease of his Apartment or any interest therein shall give notice to the Association of such intention, together with the name and address of the intended purchaser or lessee, such other information as the Association reasonably may require and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the Apartment Owner to the Association and any purchaser or lessee produced by the Association as hereinafter provided, that the Apartment Owner believes the proposal to be bona fide in all respects.

(b) Election of Association Approval. Within thirty (30) days after receipt of such notice, the Board of Governors of the Association shall either approve or disapprove the transaction ~~or furnish a purchaser or lessee approved by the Association (and give notice thereof to the person desiring to sell or lease his apartment) who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of approval within which to close the transaction, and except that the approval of a corporation may be conditioned as elsewhere stated.~~ The approval of the Board of Governors of the Association shall be in recordable form, signed by any two members of the Board, and shall be delivered to the purchaser or lessee. The failure of the Association to act within such 30-day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form, as aforesaid. ~~The Apartment Owner given such notice shall be bound to consummate the transaction with such purchaser or lessee as may be approved and furnished by the Association.~~

(c) The Association, subject to approval by the Board of Governors, shall have the right to purchase any Apartment.

2. Mortgage. No Apartment Owner may mortgage his Apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, public or private pension fund, or savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Board of Governors of the Association.

3. Rentals. No apartment shall be rented or leased for periods shorter than three (3) months.

4. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

IN WITNESS WHEREOF, the undersigned set hand and seal this 12 day of March, 2007.

Witnesses:

[Signature]
Name:
[Signature]
Name:

VILLA RIO CONDOMINIUM
APARTMENTS, INC.

By: [Signature] Pres.

Attest:

[Signature] Sec.

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12th day of March, 2007, by John Skidmore, president of VILLA RIO CONDOMINIUM APARTMENTS, INC., a Florida corporation, on behalf of the corporation; he is personally known to me or has produced as identification.

NOTARY PUBLIC - STATE OF FLORIDA
 Joann R. Horan
Commission #DD633758
Expires: MAR. 13, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
Notary Public, State of Florida
My Commission expires:
Commission number: