

This Instrument Prepared by and Return to:
Rachel E. Frydman, Esq.
The Frydman Law Group, PLLC
7301 Wiles Road, Suite #201
Coral Springs, FL 33067

**CERTIFICATE OF AMENDMENT
TO DECLARATION OF CONDOMINIUM FOR QUAIL RUN OF SUNRISE UNIT TWO
CONDOMINIUM, INC.**

THIS AMENDMENT is made this 31st day of October, 2014, by **QUAIL RUN OF SUNRISE UNIT TWO CONDOMINIUM, INC.**, (hereinafter "ASSOCIATION") pursuant to its **DECLARATION OF CONDOMINIUM FOR QUAIL RUN OF SUNRISE UNIT TWO CONDOMINIUM, INC.**(hereinafter "DECLARATION"), which have been duly recorded in the Public Records of Broward County, Florida, as follows:

OR Book 5898, Page 347

WHEREAS, at a duly called and noticed meeting of the membership of ASSOCIATION, held on October 27, 2014, the DECLARATION was amended;

WHEREAS, the Amendments set forth herein are for the purpose of amending the DECLARATION;

WHEREAS, the Amendments set forth herein do not materially or adversely alter the proportionate voting interest appurtenant to any parcel, do not increase the proportion or percentage by which a parcel shares in the common expenses of the ASSOCIATION, nor impair the rights and priorities of any lienors or mortgagees;

NOW, THEREFORE, the undersigned hereby certify that the Amendments to the DECLARATION set forth herein are a true and correct copy of the Amendments as amended by the membership:



1. Amendment to Article 11.1.b of the Declaration, as follows; (Removal of language by **strikeout** and additions by **underline**)

"Lease. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association except to an apartment owner. Further, no more than **24 fifteen (15)** apartments at Quail Run of Sunrise Unit Two Condominium may be leased at any one time. Leasing of apartments is not permitted for a period of **one ~~(1)~~ year twenty-five (25) months** from the date of any change in ownership of an apartment; provided, however, in the case of a inheritance, the **one ~~(1)~~ year twenty-five (25) months** restriction may be waived, at the discretion of the Board of Directors, if the previous Owner had resided in the apartment for a minimum of one year prior to the death of the apartment owner. ..."

Except as proposed above, all other terms and conditions of in **Article 11.1.b**, of the Declaration of Condominium of QUAIL RUN OF SUNRISE UNIT TWO CONDOMINIUM, INC., shall remain unchanged and in full force and effect according to their terms.



2. Amendment to Articles 11.2.a.1 and 11.2.a.2 of the Declaration, as follows; (Removal of language by **strikeout** and additions by **underline**)

“(1) Sale. An apartment Owner intending to make a bona fide sale of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser, **the intended purchaser’s proof of household monthly income of not less than \$1,500.00 net a month and a credit score of at least 600**, and such other information concerning the intended purchaser as the Association may reasonably require. **All applicants must comply with Article 11.6 as amended.** Such notice at the apartment owner’s option may include a demand by the apartment owner that the Association furnish a purchaser, if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell. **Applications to sell an apartment, or any interest therein, shall be filed with the Board of Directors, and shall be accompanied by a screening fee of up to the maximum amount allowed by law. Every proposed purchaser shall submit to a personal screening interview before a decision on the application can be made by the Board of Directors.**

(2) Lease. An apartment Owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice of such intention on forms provided by the Association, together with the name and address of the intended lessee, **proof of intended lessee’s household monthly income of not less than \$1,500.00 net a month and a credit score of at least 600**, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease. **All applicants must comply with Article 11.6 as amended.** Applications to lease an apartment shall be filed with the Board of Directors ~~not less than fifteen (15) days prior to the regular monthly meeting of the Board of Directors~~, and shall be accompanied by a screening fee of ~~Fifty (\$50.00) Dollars~~ **up to the maximum amount allowed by law**, and any security deposit required by the Board of Directors. If the Board of Directors so determines, every proposed lessee shall submit to a personal screening interview and in such event no notice to the Association shall be considered complete or effective without such interview. If the Board of Directors determines to require screening interviews, it may waive the requirement in individual cases in its sole discretion.”

Except as proposed above, all other terms and conditions of Articles 11.2.a.1 and 11.2.a.2 of the Declaration of Condominium of QUAIL RUN OF SUNRISE UNIT TWO CONDOMINIUM, INC. shall remain unchanged and in full force and effect according to their terms.

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3. Amendment to Article 12.2 of the Declaration, as follows; (Removal of language by **strikeout** and additions by **underline**)

“A 12.2 Costs and attorneys’ fees. In any proceeding, **whether pre-litigation or actual litigation**, arising because of an alleged failure of an apartment owner, **tenant, guest or invitee of the owner**, to comply with the terms of the Declaration, Bylaws or the Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the ~~prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys’ fees as may be awarded by the court~~ **legal fees and costs incurred by the Association shall be the obligation of the owner and shall be deemed an individual special assessment collectible by Claim of Lien and Foreclosure as any other assessment collectible under Florida Statutes Chapter 718.**”

Except as proposed above, all other terms and conditions of Article 12.2 of the Declaration of Condominium of QUAIL RUN OF SUNRISE UNIT TWO CONDOMINIUM, INC. shall remain unchanged and in full force and effect according to their terms.



IN WITNESS WHEREOF, the Association has caused these Amendments to the Declaration of Condominium of QUAIL RUN OF SUNRISE UNIT TWO CONDOMINIUM, INC., to be executed by the duly authorized officer on this 31ST day of OCTOBER, 2014.

QUAIL RUN OF SUNRISE UNIT TWO CONDOMINIUM, INC.

By: [Signature], Authorized Agent

STATE OF FLORIDA )  
COUNTY OF BROWARD )

THE FOREGOING instrument was executed before me this 31ST day of OCTOBER 2014, by KEVIN J. COLLINS, Authorized Agent of QUAIL RUN OF SUNRISE UNIT TWO CONDOMINIUM, INC., who upon being duly sworn acknowledged to me that he/she signed the foregoing document and produced a driver's license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 31ST day of OCTOBER, 2014.

[Signature]  
Notary Public  
My commission expires: 9-28-2017

Declaration Recorded in Official Records  
OR Book Book 5898, Page 347 of the Public  
Records of Broward County, Florida.

