

QUAIL RUN OF SUNRISE UNIT TWO

3048-3050 Sunrise Lakes Drive East

Sunrise, Florida

DECLARATION OF CONDOMINIUM

AND

BYLAWS

Copied

Jan 28, 2007

74-11000

DECLARATION OF CONDOMINIUM

OF

QUAIL RUN OF SUNRISE UNIT TWO
A Condominium
3050 Sunrise Lakes Drive East
City of Sunrise, Florida 33313

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MADE THIS July 29, 1974, by

MMS DEVELOPMENT CORPORATION, called Developer, for itself, its successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, hereafter called the Condominium Act.

1.1. Name and address. The name by which this condominium is to be identified is QUAIL RUN OF SUNRISE UNIT TWO, a Condominium, and its address is 3050 Sunrise Lakes Drive East, City of Sunrise, Florida 33313.

1.2. The Land. The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership are those certain lands lying, situate and being in Broward County, Florida, and described in Exhibit "A", which lands are herein called "the land".

2. Definitions. The terms used in this Declaration and its exhibits shall have the meanings stated in the Condominium Act (Section 711.03), F. S.) and as follows, unless the context otherwise requires:

2.1. Apartment and Unit means unit as defined by the Condominium Act.

2.2. Association means QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC. and its successors.

2.3. Common elements shall include the tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association, as well as the items stated in the Condominium Act.

2.4. Common expenses include:

a. expenses of administration, expenses of insurance, maintenance, operation, repair and betterment of the common elements and maintenance for recreation facilities and maintenance of the portions of apartments to be maintained by the Association.

b. expenses declared common expenses by provisions of this Declaration or the Bylaws.

c. any valid charge against the condominium property as a whole.

2.5. Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

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→ Harry J. ...
2750 N. ...

2.6. Singular, plural, gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural and the use of any gender shall be deemed to include all genders.

2.7. Utility services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air-conditioning, and garbage and sewage disposal.

2.8. Developer means the corporation whose name appears at the end of this Declaration, its successors and assigns.

3. Development plan. The condominium is described and established as follows:

3.1. Survey. A survey and plot plan of the land showing the improvements on it is attached as Exhibit "B".

3.2. Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications prepared by M. E. Valls, Architect, Miami, Florida. A portion of said plans are attached hereto as Exhibit C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8 and C-9 and the architect's certificate is attached as Exhibit C-10.

3.3. Amendment of plans.

a. Alteration of apartment plans. Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as Developer owns the units so altered. No such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, apartment owners and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in the boundaries between units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one unit is concerned, the Developer shall apportion between the units and shares in the common elements appurtenant to the units concerned.

b. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of apartment plans by Developer, need be acknowledged only by the Developer and need not be approved by the Association, apartment owners, or lienors, or mortgages of other apartments whether or not elsewhere required for an amendment.

3.4. Easements are reserved through the condominium property as may be required for utility services and drainage in order to serve the condominium adequately; and adequately to serve lands other than the condominium property now or hereafter owned by the Developer which are adjacent to or in the vicinity of the condominium property; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner.

3.5. Improvements. This condominium is composed of four-story apartment building containing a total of 96 apartments.

3.6. Unit boundaries.

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a. Upper and lower boundaries. The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- (1) Upper boundaries - the horizontal plane of the lower surfaces of the ceiling slab;
- (2) Lower boundaries - the horizontal plane of the upper surfaces of the floor slab.

b. Perimetrical boundaries. The perimetrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:

- (1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

- (2) Interior building walls - the vertical planes of the center line of walls bounding an apartment extended to intersections with other perimetrical boundaries with the following exceptions:

- (i) Where walls between apartments are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column.

- (ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

3.7. Common elements. The common elements include the land and all other parts of the condominium not within the apartment units including automobile parking and stairways.

4. The units. There are 96 apartment units all of which are more particularly described and the rights and obligations of the owners are established as follows:

4.1. Typical apartment plans. There are six typical floor plans designated by capital letter A, A deluxe, B, B deluxe, C, and C deluxe. Plans A, A deluxe, B, and B deluxe each have two bedrooms and two baths. Plans C and C deluxe each have one bedroom and one bath.

4.2. The 96 apartment units are located in one four-story apartment building in accordance with the floor plans attached hereto and are numbered 101 through 124 on the first floor; 201 through 224 on the second floor; 301 through 324 on the third floor; and 401 through 424 on the fourth floor.

4.3. Appurtenances to apartments. The owner of each apartment shall own a share and certain interests in the condominium property which are appurtenant to his apartment including, but not limited to, the following items which are appurtenant to the several apartment units as indicated:

a. Common elements. Each one-bedroom apartment unit shall be entitled to a 4/456 undivided share of the common elements as an appurtenance thereto; and each two-bedroom apartment

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unit shall be entitled to a 5/456 undivided share of the common elements as an appurtenance thereto.

b. Automobile parking. The common elements include parking areas. Occupants of each apartment shall be entitled to the use of one parking space. Parking spaces will be subject to regulation by the Association.

c. Association membership. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association. X

4.4. Liability for common expense. Each one-bedroom apartment owner shall be liable for a 4/456 share of the common expense and will be entitled to a similar share of the common surplus; each two-bedroom apartment owner shall be liable for a 5/456 share of the common expenses and will be entitled to a similar share of the common surplus.

5. Maintenance, alteration and improvement. Responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvement shall be as follows:

5.1. Apartments.

a. By the Association. The Association shall maintain, repair, and replace at the Association's expense:

(1) All boundary walls and slabs of a unit, except interior surfaces, and all portions of a unit contributing to the support of apartment buildings, which portions to be maintained shall include but not be limited to the outside walls of apartment buildings and all fixtures on their exterior, boundary walls of units, floors, and ceiling slabs, load bearing columns and load bearing walls.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an apartment maintained by the Association; and all such facilities contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment that service part or parts of the condominium other than the apartment within which contained.

(3) All incidental damages caused to an apartment by such work shall be repaired promptly at the expense of the Association.

(4) Provided that the Association shall have authority to require unit owners to maintain, repair and replace windows, screens, and glass doors, except in the case of damage for which insurance proceeds are paid under policies purchased by the Association.

b. By the apartment owner. The responsibility of the apartment owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(4) To replace carpeting in all portions of the apartment except for the bathroom and kitchen areas.

c. Alteration and improvement. Except as elsewhere reserved to Developer, neither an apartment owner nor the Association shall make any alteration in the portions of an apartment that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all apartments in which such work is to be done and the approval of the board of directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this State shall be filed with the Association prior to the start of the work.

5.2. Common elements.

a. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense. The Association shall maintain all areas owned by it for recreational or other purposes.

b. Alteration and improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the common elements without prior approval in writing by the owners of not less than 75% of the common elements except as provided by the Bylaws. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of an apartment owner in the common elements altered or further improved, nor in his share of common expense whether or not the apartment owner contributes to the cost of such alteration or improvements.

6. Assessments. The making and collection of assessments against apartment owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

6.1. Share of common expense. Each one-bedroom apartment owner shall be liable for a $4/456$ share of the common expenses and shall share in the common surplus on the same basis; each two-bedroom apartment owner shall be liable for a $5/456$ share of the common expenses, and shall share in the common surplus on the same basis. The common expenses shall include but not be limited to the expenses of operation, maintenance, repair or replacement of the common elements and of the recreation facilities, costs of carrying out the powers and duties of the Association and other expenses designated as common expense by this Declaration or by the Bylaws of the Association.

6.2. Interest; application of payments. Assessments and installments on such assessments paid on or before ten days after the date when due shall not bear interest, but all sums

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QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC.

3048-3050 SUNRISE LAKES DRIVE, EAST SUNRISE, FLORIDA 33322

SPECIAL GENERAL MEETING DECEMBER 11, 1985 CLUB HOUSE 7:30 PM
The purpose of the Special Meeting to be held on Dec. 11, 1985,
is to amend the Condominium Documents, Pages 5 & 6 section
6.2 Interest; application of payments.

--- means delete means add to documents

6.2 ~~Interest~~ Late Fee; application of payments. Assessments
and installments on such assessments paid on or before ten days
after the date when due shall not bear ~~interest~~ a Late Fee,
but all sums not paid on or before ten days after the date when
due shall bear ~~interest~~ at the rate of 8% per annum ~~from the~~
~~date when due until paid.~~ A Late fee of \$10.00. If not paid
on or before the 10th. of the following month an additional Late
Fee of \$10.00 will be charged. If not paid by the 10th. of the
last month in the quarter an additional Late Fee of \$10.00 will
be charged and a lien will be placed against your property.
All payments upon account shall be first applied to ~~interest~~
the Late Fee and then to the assessment payment first due.

The above change in the Condominium Documents was voted on
December 11, 1985. There were 63 people and proxys at the
meeting. 59 voted for the change 4 against the change.
The above is now in your Documents and will be effective
January 1, 1986.

Carel Marland
Carel Marland

Lois Parker
Lois Parker

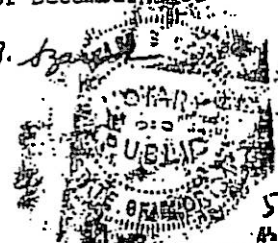
FLORIDA
BROWARD

SWORN to and subscribed before me this 17th, of December, 1985

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

ENTIRE PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. DEC 17, 1988
PRINTED THEN GENERAL INS. DEPT.

Alice B. Spartz



REC 13045 PAGE 764
85 DEC 17 PM 12:17



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a late fee

↑ Ten.
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The late Fee

6.3. Lien for assessments. The Association shall have a lien on each condominium for any unpaid portion of any assessment made by the Association. Said lien shall also secure reasonable attorney's fees incurred by the Association incidental to the collection of such unpaid portion or enforcement of such lien. Said lien shall be effective from and after the time of recording in the public records of Broward County, Florida, of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall include only the unpaid portion of assessments which are due and payable to the Association when the claim of lien is recorded. Upon full payment the owner and the Association shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time or recording the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure or Certificate of Title shall operate to release a subordinate claim of lien. Such liens may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the apartment owner shall be required to pay a reasonable rental for the condominium parcel, and the Association shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid portion of assessments may be maintained without waiving the lien securing the same. The provisions of this subparagraph shall be construed as a covenant in favor of the Association, its successors and assigns, and may be enforced by it against the Association and each condominium parcel owner, their heirs, successors, representatives and assigns.

6.4. Rental pending foreclosure. In any foreclosure of a lien for assessments the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect the same.

7. Association. The operation of the condominium shall be by Quail Run of Sunrise Unit Two Association, Inc., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "D-1" together with the Amendments thereto marked as Exhibits "D-2" and "D-3".

7.2. The Bylaws of the Association shall be the Bylaws of the condominium, a copy of which is attached as Exhibit "E".

7.3. Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any

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latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

7.4. Restraint upon assignment of shares in assets. The share of an apartment owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

7.5. Approval or disapproval of matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

7.6. Voting rights. Members of the Association shall be entitled to one vote for each apartment owned by them. Voting rights will be exercised in the manner provided by the Bylaws of the Association.

7.7. Developer shall have the right to appoint the directors of the Association until all units have been sold or until Developer shall voluntarily call an election or until June 1, 1977, whichever shall occur first.

8. Insurance. The insurance, other than title insurance, which shall be carried upon the condominium property, and the property of the apartment owners, shall be governed by the following provisions:

8.1. Authority to purchase; named insured. All insurance policies upon the condominium property shall be purchased by the Association and the named insured shall be the Association individually and as agent for the apartment owners, without naming them and their mortgagees. Provisions shall be made for the issuance of the mortgage endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments for losses hereunder by the insurer shall provide that payments for losses hereunder by the insurer shall be made to the Insurance Trustee hereafter designated and all policies and endorsements shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

8.2. Insurer. The insurer shall be an insurance company authorized to do business in Florida and said insurance must be purchased through an agent having a place of business in Broward County, Florida. The institutional mortgagee having the highest dollar volume of mortgages has the right to approve the insurance company and the insurance agent. This subparagraph shall be construed to be a covenant for the benefit of institutional mortgagees and may be enforced by an institutional mortgagee having a mortgage on a condominium unit.

8.3. Coverage:

a. Casualty. All buildings and improvements upon the land shall be insured to an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Loss or damage by fire, and other hazards covered by a standard extended coverage endorsement, and

(2) Such Other Risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including, but not limited to vandalism and malicious mischief.

b. Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverage, and with cross-liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

c. Workmen's Compensation policy to meet the requirements of law.

d. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

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PROPOSED AMENDMENTS TO
CONDOMINIUM DOCUMENTS

Passed
2-9-83

QUAIL RUN OF SUNRISE UNIT TWO

(additions shown by underlining; deletions by "----")

1. Proposed amendment to Section 11.1.b. of the Declaration of Condominium of Quail Run of Sunrise Unit Two as follows:

b. 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. No apartment may be leased for a period of less than three (3) nor more than twelve (12) months, and in no event may an apartment be leased more than once in any consecutive twelve (12) month period. All leases approved by the Association shall be on a non-renewable basis. Any extension or renewal of a lease shall again require notice to, and approval of, the Association as hereinafter provided. Sub-leasing of any apartment shall be prohibited.

2. Proposed amendment to Section 11.2.a.(2) of the Declaration of Condominium of Quail Run of Sunrise Unit Two as follows:

(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, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease. 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 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.

PROPOSED AMENDMENTS
TO THE BY-LAWS OF
QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC.

(NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS)

Proposed amendment to Article 11.1.b of the Declaration of Condominium

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 apartments at Quail Run of Sunrise Unit Two Condominium may be leased at any one time the number of rental units shall be limited to 25% of the total (24 units). Leasing of apartments is not permitted for a period of one (1) year from the date of any change in ownership of an apartment; provided, however, in the case of an inheritance, the one year 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. An ~~unit~~ apartment used as the principal residence of an immediate family member of the owner does not constitute a rental for this purpose. No apartment may be leased for a period of less than three (3) nor more than twelve (12) months, and in ~~no~~ event may an apartment be leased more than once in any consecutive twelve (12) month period. All leases approved by the Association shall be on a non-renewable basis. Any extension or renewal of a lease shall again require notice to, and approval of, the Association as hereinafter provided. Sub-leasing of any apartment shall be prohibited.

5.4. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

8.5. Insurance Trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to any bank in Florida with trust powers as may be designated as Insurance Trustee by the board of directors of the Association, which Trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

2. Common elements. Proceeds on account of damage to common elements - an undivided share for each unit owner such share being the same as the undivided share in the common elements appurtenant to his unit.

b. Units. Proceeds on account of damage to apartment units shall be held in the following undivided shares:

(1) Where the building is to be restored - for the owners of damaged units in a proportion to the cost of repairing the damage suffered by each unit owner which cost shall be determined by the Association.

(2) When the building is not to be restored - an individual share for each unit owner, such share being the same as the individual share in the common elements appurtenant to his unit.

c. Mortgagees. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to a unit owner and mortgagee pursuant to the provisions of this Declaration.

8.6. Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

a. Expense of the trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.

b. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

c. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees

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being payable jointly to them. This is a covenant for the benefit of mortgagee of a unit and may be enforced by such mortgagee.

d. Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the unit owners and their respective shares of the distribution.

8.7. Association as agent. The Association is hereby irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

9. Reconstruction or repair - after casualty.

9.1. Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

a. Common elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

b. Apartment building.

(1) Lesser damage. If the damage is to common elements appurtenant to less than 50% of the apartments and the board of directors of the Association find said apartments to be tenantable, the damaged property shall be restored or repaired, unless within 60 days after the casualty it is determined in the manner elsewhere provided that the condominium shall be terminated.

(2) Major damage. If the damage is to common elements appurtenant to 50% or more of the apartments and the board of directors of the Association find said apartments to be not tenantable, the damaged property shall not be restored or repaired and the condominium will be terminated as elsewhere provided, unless within 60 days after the casualty the owners of 75% of the common elements agree in writing to such restoration or repair.

c. Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by the President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

9.2. Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by the board of directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75% of the common elements including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

9.3. Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association including repair of recreation facilities.

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9.4. Estimates of costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

9.6. Deductible provision. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

9.7. Construction funds. The funds for payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

a. Association. If costs of reconstruction and repair which are the responsibility of the Association are more than \$5,000, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

b. Insurance Trustee. The proceeds of insurance collected as a result of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners as a result of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(2) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(3) Association - major damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000, then the construction fund shall be disbursed in payment of such costs in the manner required by the board of directors

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of the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction funds, so requires, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

10. Use restrictions. The use of the property of the condominium shall be in accordance with the following provisions:

10.1 Apartments. Each of the apartments shall be occupied only by an owner, his family over the age of 16 years, X his servants and guests, and lessees as hereinafter provided for as a residence and for no other purpose. Except as reserved to Developer, no apartment may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected thereby.

10.2. Common elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartment by the occupants.

10.3. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or of the common elements which will increase the rate of insurance upon the condominium property.

10.4. Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof

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shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.5. Signs. No signs shall be displayed from an apartment or on common property except such signs as shall have advance written approval by the Developer or the Association.

10.6. Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

10.7. Recreation facilities. Recreation facilities of the Association will be used by the Association members subject to reasonable rules and regulations promulgated by the Association.

10.8. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments and Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

11. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions so long as the condominium exists and the apartment building in useful condition exists upon the land, which provisions each apartment owner covenants to observe:

11.1. Transfer subject to approval.

a. Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association except to an apartment owner.

b. 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.

c. Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

d. Devise or inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

e. Other transfers. If any apartment owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

11.2. Approval by Association. The approval of the Association which is required for the transfer of ownership of apartments shall be obtained in the following manner:

a. Notice to Association.



INSTR # 99774857
 OR BK 30129 PG 0037
 RECORDED 12/27/1999 06:27 PM
 COMMISSION
 BROWARD COUNTY
 DEPUTY CLERK 1050

**CERTIFICATE OF AMENDMENT TO THE
 DECLARATION OF CONDOMINIUM OF
QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC., A CONDOMINIUM**

Text to be added is underlined; text to be deleted is stricken through

This Certificate of Amendment is executed this 13th day of December, 1999, by QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC. (hereinafter referred to as "ASSOCIATION"), a Florida corporation not-for-profit whose original declaration of condominium is recorded in the official records of Broward County in OR Book 5898 at page 347. The following amendment to the Association's Declaration of Condominium was duly adopted by the affirmative approvals of the board of directors and of the membership as required by the governing documents, which votes were cast at the ASSOCIATION'S Annual Meeting on February 4, 1994. This Certificate is being recorded now because it was not recorded when the members approved the change.

Article 11.1.b. is of the Declaration is amended as follows:

"b. 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, the number of rental units shall be limited to 25% of the total (24 units). A unit used as the principal residence of an immediate family member of the owner does not constitute a rental for this purpose."

CHERYL J. LEVIN, P.A.
 10208 NW 47TH STREET
 SUNRISE, FL 33351

Record returned

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the date first above written.

Chick Hall
Witness

QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC.

by: Mary Alice Small
Mary Alice Small, President

Witness

Chick Hall
Witness

by: James Lanner
James Lanner, Secretary

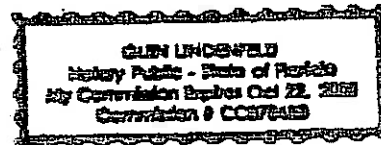
STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, this day personally appeared MARY ALICE SMALL, as President, and JAMES LANNER, as Secretary, of QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC., and who are personally known to me to have executed this Certificate of Amendment to the Declaration of Condominium of the Association in the above capacities.

SWORN TO AND SUBSCRIBED before me this 13 day of December, 1999.

Ken Lindfeld
NOTARY PUBLIC, STATE OF FLORIDA

my commission expires: 12/15/99



CICERT, J. LEVIN, P.A.
10228 NW 47TH STREET
SUNRISE, FL 33084

Record to Return to

23-093103

CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF QUAIL RUN OF SUNRISE UNIT TWO, A CONDOMINIUM
AND
TO THE BY-LAWS OF
QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC.

Said By-Laws constituting Exhibit "E" to the Declaration of Condominium of Quail Run of Sunrise Unit Two, a Condominium, as recorded in Official Records Book 5898, commencing at Page 147 of the Public Records of Broward County, Florida.

WE HEREBY CERTIFY THAT, at a meeting of the Board of Directors of Quail Run of Sunrise Unit Two Association, Inc. held on February 9, 1983 a resolution adopting the proposed amendments to the Declaration of Condominium and the proposed amendments to the By-Laws attached hereto as Exhibit "A" and made a part hereof was approved by not less than fifty-one (51%) percent of the votes of the entire membership of the Board of Directors; and that at the Annual Meeting of the members of Quail Run of Sunrise Unit Two Association, Inc. held on February 9, 1983, at the Quail Run Clubhouse, in Sunrise, Broward County, Florida, a resolution adopting the same proposed amendments was approved by not less than fifty-one (51%) percent of the votes of the entire membership of the Association; and as a result of the foregoing, and proper notice having been given, said amendments have been duly adopted pursuant to Article 13 of the Declaration of Condominium, as amended, and pursuant to Article 8 of the By-Laws, as amended.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of the corporation this 24 day of March, 1983 at Sunrise, Broward County, Florida.

QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC. (SEAL)

By: Jacelyn Deswysen President

Attest: Carol Marland Secretary

STATE OF FLORIDA :
COUNTY OF BROWARD :

BEFORE ME, the undersigned authority, personally appeared JEROLYN DESWYSEN, President and CAROL MARLAND, Secretary respectively, of Quail Run of Sunrise Unit Two Association, Inc., to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged jointly and severally to and before me that the execution thereof was their free act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal this 24 day of March, 1983.

Prepared by:
MARION ROSENTHAL, ESQ.
BECKER, POLIAKOFF & STREITFIELD, P.A.
4520 N. Andrews Ave., P.O. Box 9057
 Ft. Lauderdale, Florida 33310

Janice R. ...
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: July 23, 1983

LAW OFFICES
BECKER, POLIAKOFF & STREITFIELD, P.A. 4520 N. ANDREWS AVENUE • POST OFFICE BOX 9057 • FT. LAUDERDALE, FLORIDA 33310-9057
TELEPHONE (305) 774-7510

REC 23 3 25 PM '83

REC 10758 PG 862

13.00

EXHIBIT "A"

AMENDMENTS TO

CONDOMINIUM DOCUMENTS

QUAIL RUN OF SUNRISE UNIT TWO

(additions shown by underlining; deletions by "----")

1. Proposed amendment to Section 11.1.b. of the Declaration of Condominium of Quail Run of Sunrise Unit Two as follows:

h. 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. No apartment may be leased for a period of less than three (3) nor more than twelve (12) months, and in no event may an apartment be leased more than once in any consecutive twelve (12) month period. All leases approved by the Association shall be on a non-renewable basis. Any extension or renewal of a lease shall again require notice to, and approval of, the Association as hereinafter provided. Sub-leasing of any apartment shall be prohibited.

2. Proposed amendment to Section 11.2.A.(2) of the Declaration of Condominium of Quail Run of Sunrise Unit Two as follows:

(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, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease. 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 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.

1. Proposed amendment to Section 2.1 of the By-Laws of Quail Run of Sunrise Unit Two Association, Inc.

2. Members' meetings

.1 The annual members' meeting shall be held at the office of the corporation on a date, time and place in the month of February of each year as designated by the Board of Directors, provided that such date is not a national holiday at three o'clock PM Eastern Standard Time on the third Friday in February of each year for the purpose of electing directors and transacting any other business; provided that if the date for the first annual meeting of members subsequent to relinquishment of control by developer is less than six months after the first election of directors by the membership of the Association, the first annual meeting shall not be held, and the directors first elected by the membership of the Association shall serve until the date for the next following annual meeting.

4. Proposed amendment to Section 2.4 of the By-Laws of Quail Run of Sunrise Unit Two Association, Inc. as follows:

.4 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership, which persons may be present in person, by proxy or by absentee ballot.

LAW OFFICES

BECKER, POLIAKOFF & STREITFELD, P.A., 4520 N. ANDREWS AVENUE • POST OFFICE BOX 9017 • FT. LAUDERDALE, FLORIDA 33116-9017
TELEPHONE (305) 776-7518

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5. Proposed amendment to Section 2.6 of the By-Laws of Quail Run of Sunrise Unit Two Association, Inc. as follows:

.6 Proxies and absentee ballots. Votes may be cast in person, or by proxy or by absentee ballot. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting, or any adjournment thereof. An absentee ballot may be made by any person entitled to vote and shall be valid only for the particular matter designated therein and must be filed with the Secretary before the appointed time of the meeting, or any adjournment thereof, at which said matter is to be considered. If a member timely submits an absentee ballot on any matter and later attends in person the members' meeting at which said matter is considered, said member may revoke his absentee ballot and vote in person. If a member timely submits an absentee ballot on any matter and designates a proxy to attend a members' meeting at which said matter is to be considered, then said absentee ballot shall stand as that members' vote on those matters which were the subject of the absentee ballot and the proxy may cast votes on all other matters coming before the members' meeting.

REC 10758 Pg 864

RECORDS IN THE OFFICE RECORDS DIVISION
OF CLAY COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

LAW OFFICES

BECKER, POLIAKOFF & STREITFELD, P.A., 6120 N. ANDREWS AVENUE • FIRST OFFICE BOX 4417 • FT LAUDERDALE, FLORIDA 33106-0417
TELEPHONE (305) 776-7150

Prepared by and return to:
Tamar Duffner Shendell, Esq.
Shendell & Associates, P.A.
3650 N. Federal Highway, Suite 202
Lighthouse Point FL 33064

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

WHEREAS the Declaration of Condominium of Quail Run of Sunrise Unit Two Association Inc., has been recorded in the Public Records of Broward County, Florida in Official Records Book 5898, at Page 347 and

WHEREAS, at a duly called and noticed meeting of the membership of Quail Run of Sunrise Unit Two Association Inc., a Florida not-for profit corporation held on the 22 of September, 2004, the aforementioned Declaration of Condominium was amended pursuant to the provisions thereof.

NOW THEREFORE, the undersigned hereby certify that the amendments to the Declaration of Condominium attached hereto are the amendments approved by the membership

WITNESS my signature hereto this 24 day of SEPT., 2004 at Fort Lauderdale, Broward County, Florida.

Quail Run of Sunrise Unit Two Association Inc.

Witness 1: John F. Conway

By: Joseph P. Hagenburg
as President

Print Witness 1 Name:
John F. Conway

Attest: John P. Doyle
as Secretary

Witness 2: Joseph J. Hagenburg

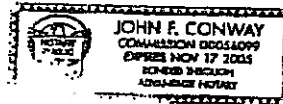
Print Witness 2 Name:
Joseph J. Hagenburg

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that, on this 24 day of September, 2004 President and Secretary respectively, of the foregoing corporation, known to me personally to be such, and acknowledged to me that the execution of the above certificate is the free and voluntary act and deed of them, and each of them, each himself and not for the other, and each acknowledged that the facts therein stated are true as set forth. They are personally known to me or have provided _____ as identification and did take an oath.

My Commission Expires: 11/17/05

John F. Conway
Notary Public
Print Notary Name: JOHN F. CONWAY



(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 and such other information concerning the intended purchaser as the Association may reasonably require. 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.

(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, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

(3) Gift; devise; inheritance; other transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(4) Failure to give notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval. *

b. Certificate of approval.

(1) Sale. If the proposed transaction is a sale, then within thirty days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the purchaser and shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease, then within thirty days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form, which at the election of the Association, shall be delivered to the lessee or shall be recorded in the public records of Broward County, Florida, at the expense of the lessee.

(3) Gift; devise; inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise, inheritance, or in any other manner, then within thirty days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the apartment owner and shall be recorded in the public records of Broward County, Florida, at the expense of the apartment owner.

c. Approval of corporate owner or purchaser. Inasmuch as the condominium may be used only for residential

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purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the apartment be also approved by the Association. . X

11.3. Disapproval by the Association. If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed of in the following manner:

a. Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty days after receipt of such notice and information the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty days after the delivery or mailing of said agreement to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever is the later.

(4) A Certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided which shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.

b. Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

c. Gifts; devise; inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty days from the delivery or mailing of such agreement,

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as they may be amended from time to time. Failure of an apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act.

12.1. Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements.

12.2. Costs and attorneys' fees. In any proceeding arising because of an alleged failure of an apartment 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.

12.3. No waiver of rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

13. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

13.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

13.2. Resolution of adoption. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

a. not less than seventy-five percent (75%) of the votes of the entire membership of the board of directors and by not less than seventy-five percent (75%) of the vote of the entire membership of the Association; or

b. not less than eighty percent (80%) of the votes of the entire membership of the Association;

c. until the first election of directors, only by all of the directors, provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

13.3. Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common elements, unless the record owner of the apartment and all record owners of liens thereon shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance," nor in the section entitled "Reconstruction or Repair After Casualty," unless the record owners of all mortgages

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as they may be amended from time to time. Failure of an apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act.

12.1. Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements.

12.2 Costs and attorneys' fees. In any proceeding arising because of an alleged failure of an apartment 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.

12.3 No waiver of rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

13. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

13.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

13.2. Resolution of adoption. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

a. not less than seventy-five percent (75%) of the votes of the entire membership of the board of directors and by not less than seventy-five percent (75%) of the vote of the entire membership of the Association; or

b. not less than eighty percent (80%) of the votes of the entire membership of the Association;

c. until the first election of directors, only by all of the directors, provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

13.3 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common elements, unless the record owner of the apartment and all record owners of liens thereon shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance," nor in the section entitled "Reconstruction or Repair After Casualty," unless the record owners of all mortgages

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upon the condominium shall join in the execution of the amendment. Neither shall this Section 13 "Amendments" be amended without the consent of the Developer and all institutional and investment trust mortgagees. The Developer's consent to Section 13 "Amendments" must be obtained only so long as the Developer owns any units or until June 1, 1977, whichever first occurs. No amendment which shall change the rights of the Developer, so long as the Developer owns any units or until June 1, 1977, whichever first occurs, shall be effective unless Developer consents thereto in writing.

13.4. Execution and recording. A copy of each amendment shall be attached to a Certificate certifying that the amendment was duly adopted, which Certificate shall be executed by the officers of the Association with all the formalities of a deed. The amendment shall be effective when such Certificate and a copy of the amendment are recorded in the public records of Broward County, Florida.

14. Termination. The condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

14.1. Destruction. In the event it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

14.2. Agreement. The condominium may be terminated by the approval in writing of all of the owners of the apartments therein, and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements, and of the record owners of all mortgages upon the apartments, are obtained in writing not later than thirty days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the sixtieth day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

a. Exercise of option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the apartments to be purchased of an agreement to purchase signed by the record owners of the apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall agree to purchase all of the apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

b. Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and purchaser within thirty days from delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

c. Payment. The purchase price shall be paid in cash.

d. Closing. The sale shall be closed within ten days following the determination of the sale price.

14.3. Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to facts effecting the terminations, which Certificate shall become effective upon being recorded in the public records of Broward County, Florida.

14.4. Shares of owners after termination. After termination of the condominium, unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

14.5. Amendment. This section concerning termination cannot be amended without consent of all unit owners and of all records owners of mortgages upon apartments.

15. Severability. The invalidity in whole or in part of any covenants or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Regulations of the Association shall not affect the validity of the remaining portion thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed, sealed and delivered in the presence of:

MMS DEVELOPMENT CORPORATION

Lucille Hopkins
Janice Young

By: Milton W. Skelton

Attest: Walter Marshall

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF BROWARD) ss.

PERSONALLY APPEARED before me, the undersigned authority,

Milton W. Skelton and William S. McInnes
as President and Secretary

respectively, of MMS DEVELOPMENT CORPORATION, and they acknowledged to and before me that they executed the foregoing Declaration of Condominium as such officers of said corporation and that they affixed thereto the official seal of said corporation and that the foregoing instrument is the act and deed of said corporation.

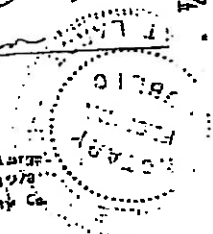
WITNESS my hand and official seal at Fort Lauderdale, Fla. said County and State last aforesaid, this 29th day of July 1974.

Lucille Hopkins
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 10, 1978
Bonded by American Fire & Casualty Co.

REC. 50588 PAGE 30A



90184010

CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
QUAIL RUN of SUNRISE UNIT TWO, A CONDOMINIUM
AND
TO THE BY-LAWS OF
QUAIL RUN of SUNRISE UNIT TWO, A CONDOMINIUM

May 4 3 59 PM '89

Said By-Laws constituting Exhibit "E" to the Declaration of Condominium of Quail Run of Sunrise Unit Two, A Condominium, as recorded in Official Records Book 5898, commencing at Page 347 of the Public Records of Broward County, Florida.

WE HEREBY CERTIFY THAT, at a meeting of the Board of Directors of Quail Run of Sunrise Unit Two Association, held on August 23, 1989, a resolution adopting the proposed Amendments to the Declaration of Condominium, attached hereto as Exhibit "A" and made a part hereof, was approved by not less than fifty-one (51%) percent of the votes of the entire membership of the Board of Directors; and that at the Special Meeting of the members of Quail Run of Sunrise Unit Two Association, Inc. held on August 23, 1989, at the Quail Run Clubhouse, in Sunrise, Broward County, Florida, a resolution adopting the same proposed amendments was approved by not less than fifty-one (51%) percent of the votes of the entire membership of the Association; and as a result of the foregoing, and proper notice having been given, said amendments have been duly adopted pursuant to Article 13 of the Declaration of Condominium, as amended, and pursuant to Article 8 of the By-Laws, as amended.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seal of the Corporation this 18 day of April, 1989 1990

QUAIL RUN OF SUNRISE UNIT TWO
ASSOCIATION, INC.

BY: Charlene Fulmer
CHARLENE FULMER, President

Lois Parker
Attest: LOIS PARKER, Sec.

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Charlene Fulmer as President, and Lois Parker as Secretary, of QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of April A.D., 1989 1990

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXPIRES FEB 18, 1991
REARER 1800 CIRCULAR 105. 000.

Oliver Lusk
Notary Public

My commission expires:

FRANK, FLASTER & WEINBERG, P.A.

ATTORNEYS AT LAW
7770 WEST OAKLAND PARK BOULEVARD • SUITE 303 • FT. LAUDERDALE, FLORIDA 33351

Return to the Clubhouse Committee

BK 17395FC0369

17-50
2

AMENDMENT TO

CONDOMINIUM DOCUMENTS

QUAIL RUN of SUNRISE UNIT TWO

(additions shown by underlining; deletions by "-----")

1. Amendment to Section 11 of the Declaration of Condominium of Quail Run of Sunrise Unit Two as follows:

11.6 Sales, Leases and Conveyances. In order to assure a community of congenial and responsible condominium residents and thus protect the value of the units, the sale and leasing of units shall be subject to the following provisions until this Declaration is terminated in accordance with the provisions herein or elsewhere contained, or until this Article of the Declaration is amended in the manner herein provided:

11.6.1 Sale. No unit owner may sell or transfer (except to the spouse or parent of such unit owner) his unit without approval of the Association, which approval shall be obtained in the following manner:

11.6.1 (a) Notice to Association. Each and every time a unit owner ("Offeror") intends to sell or transfer his unit or any interest therein (other than a lease for a term of five years or less) ("Offering"), he shall give written notice to the Association of such intention ("Transfer Notice") together with the name and address of the intended purchaser or transferee, the terms of such purchase or transfer, an age verification form setting forth the ages of the intended occupants and such other information as the Association may reasonably require on forms supplied by the Association. In accordance with Paragraph A-1 hereof, a unit owner shall not sell or transfer his unit unless at least one (1) of the intended occupants of such unit is fifty-five (55) years of age or older at the time of occupancy. The Board, however, shall have the right, in its sole discretion, to waive this requirement based upon criteria in accordance with the provisions set forth in Paragraph A.1 hereof, but not if more than twenty percent (20%) of the units will not have an occupant fifty-five (55) years of age or older. The giving of the Transfer Notice shall constitute a warranty and representation by the Offeror to the Association and any purchaser or transferee produced by the Association, as hereinafter provided, that the offering is a bona fide offer in all respect. The Transfer Notice shall be given by certified mail, return receipt

BK 17395PC0370

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8000 PETERS ROAD
PLANTATION, FL 33324

Return - Condo Association

requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

11.6.1 (b) Association's Election. Within thirty (30) days after receipt of the Transfer Notice, the Association shall either approve the Offering ("Approval") or, except as provided below to the contrary, furnish a purchaser or transferee approved by the Association and give notice thereof to the Offeror who will accept the sale to the substitute purchaser or transferee furnished by the Association upon terms as favorable to the Offeror as the terms stated in the Transfer Notice, except that the purchaser or transferee furnished by the Association may not have less than thirty (30) days subsequent to the date of his approval within which to complete the sale of Offeror's unit. Offeror shall be bound to consummate the transaction with such purchaser or transferee as may be approved and furnished by the Association. Notwithstanding anything contained herein to the contrary, in the event that a unit owner intends to sell or transfer his unit to a purchaser or transferee whose intended occupants are under fifty-five (55) years of age, the Association may disapprove such purchaser or transferee without being obligated to furnish a substitute purchaser or transferee. If the Association approves the Offering, such Approval shall be in writing and shall be delivered to the purchaser or transferee of the Offeror. Notwithstanding anything contained herein to the contrary, in the event the Offeror does not wish to consummate the proposed Offering with any purchaser or transferee other than the purchaser or transferee named in the Transfer Notice, then the Offeror shall state such in the Transfer Notice ("Restricted Transfer Notice") and the Association, within thirty (30) days after receipt of the Restricted Transfer Notice, shall either grant approval in the manner set forth above or deny approval by furnishing notice of such denial to the Offeror, of the purchaser or transferee named in the Restricted Transfer Notice. In the event the Association denies approval of the purchaser or transferee named in the Restricted Transfer Notice, then the Offering shall not be consummated unless and until the Offeror submits another Transfer Notice or Restricted Transfer Notice to the Association and the new proposed purchaser or transferee is approved by the Association or, if not restricted by the Offeror in such Transfer Notice, the Association furnishes a substitute purchaser or transferee in the manner set forth above. Failure of the Association to grant Approval; or, in the case of a Transfer Notice which is not a Restricted Transfer Notice, to furnish a substitute purchaser or transferee; or, in the case of a Restricted Transfer Notice, to deny Approval within thirty (30) days after the Restricted Transfer Notice is received, shall constitute Approval, and the Association shall be required to prepare and deliver to the purchaser or transferee named in the Transfer Notice or the Restricted Transfer Notice, as the case may be, a written Approval in recordable form signed by two (2) officers of the Association.

BR 17395PG0371

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8000 PETERS ROAD
PLANTATION, FL 33324

11.6.2 Lease. No unit owner may lease his unit unless at lease one (1) of the intended tenants is fifty-five (55) years of age or older at the time of the occupancy, and such unit owner shall submit an age verification form to the Association prior to the effective date of the lease which sets forth the ages of the intended tenants. The Board, however, shall have the right, in its sole discretion, to waive this requirement based upon criteria in accordance with the provisions set forth in Paragraph A.1 hereof, but not if more than twenty percent (20%) of the units will not have at lease one (1) occupant fifty-five (55) years of age or older.

11.6.3 Proviso. The provisions as set forth herein shall control the sale, lease and conveyance of any unit notwithstanding any provision to the contrary until such time that this Section 11.6 shall be amended, or in the event of a repeal of the Fair Housing Amendments of 1988 (Public Law 100-430, approved September 13, 1988) ("Fair Housing Act"), then 11.6 shall automatically be null and void and have no force or effect.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 17th day of January, 2007. Pamela D. Brangaccio, County Administrator.
By [Signature]
Deputy Clerk

BR 17395P60372

FRANK, FLASTER, EFFMAN & WEINBERG, P.A.
8000 PETERS ROAD
PLANTATION, FL 33324

Return Courthouse Courthouse

PROPOSED AMENDMENT TO
SECTION 13.2 OF THE DECLARATION OF CONDOMINIUM OF
QUAIL RUN OF SUNRISE UNIT TWO, A CONDOMINIUM

13.2 Resolution of adoption. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

a- ~~not less than seventy-five percent (75%)~~ fifty-one percent (51%) of the votes of the entire membership of the board of directors and by not less than ~~seventy-five percent (75%)~~ fifty-one (51%) of the vote of the entire membership of the Association.

b- ~~not less than eighty percent (80%) of the votes of the entire membership of the Association~~

c- ~~until the first election of directors, only by all of the directors, provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements~~

Passed
1-12-83

98-580628 T#001
10-03-98 10:48AM

BK20004PG1026

DOCUMENT COVER PAGE

(Space above this line reserved for recording office use)

Document Title: Certificate of Amendment
(Warranty Deed, Mortgage, Affidavit, etc.)

Executed By: Quail Run of Sunrise UNIT Two
Condominium Association, INC., by
Mary Alice Small, as President

To: Quail Run of Sunrise UNIT Two
Condominium Ass'n, INC.

Brief Legal Description: Quail Run of Sunrise unit Two Condominium
Association, INC.; Declaration of Condominium
recorded in OR Book 5898 at
page 347.

⇒ Return Recorded Document to:

Cheryl J. Levin, Esq.
CHERYL J. LEVIN, P.A.
10228 NW. 47TH STREET
SUNRISE, FL. 33351

Ⓟ

CERTIFICATE of AMENDMENT to the DECLARATION
of CONDOMINIUM of QUAIL RUN OF SUNRISE UNIT TWO
CONDOMINIUM ASSOCIATION, INC.

(Text that is underlined is additional text; text ~~stricken~~
through is deleted)

NOTICE IS HEREBY GIVEN that on September 16th, 1998,
pursuant to article 13.2 of its Declaration as amended (in OR Book
10661 at page 813), the following amendment to article 11.2.A.(2)
of the Declaration of Condominium for QUAIL RUN OF SUNRISE UNIT TWO
CONDOMINIUM ASSOCIATION, INC., the original of which was recorded
in the Public Records of Broward County, Florida in O.R. Book 5898
at page 347, and an amendment to which was recorded in OR Book
10758 at page 863, was approved by the affirmative vote of fifty-
one percent of the members of the Association and by fifty-one
percent of the Association's 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, such other
information concerning the intended lessee as
the Association may reasonably require, and an
executed copy of the proposed lease. Applica-
tions 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~~ in the amount
determined by the Board from time to time, the
amount of which cannot exceed that sum
permitted by applicable 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
waive screening interviews, it may waive the
requirement in individual cases in its sole
discretion."

FURTHER, the following amendments to article 11.6 were
approved, amending the amendments recorded in OR Book 17395 at page
370:

"11.6 Sales, Leases, Occupancy and

Chc. J. Lewis, Esq.
C. J. LEVIN, P.A.
1614 W. 47TH STREET
SUNRISE, FL 33361

Record + Reports

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Conveyances. In order to assure a community of congenial and responsible condominium residents and thus protect the value of the units, the sale, occupancy and leasing of units shall be subject to the following provisions until this Declaration is terminated in accordance with the provisions herein or elsewhere contained, or until this Article of the Declaration is amended in the manner herein provided:

"11.6.3 No child (defined as anyone under the age of twenty-one (21) years may occupy a unit for more than thirty (30) days, unless in its discretion the board of directors allows otherwise. The child, or his parent/guardian/host(ess) must seek and obtain the board's written permission to extend the occupancy period."

"It is the members' intention to clarify previous amendments by stating unequivocally that this Association is an ADULTS ONLY community, and that children may not reside in the community other than as guests of residents. Further, that visit may not extend beyond thirty days unless the board makes an exception. Therefore, while previous amendments clearly govern sales and leases, the members now seek to clarify that children born to people who owned units at the time those previous amendments were recorded, but who born after the recording of those amendments must live some place other than Quail Run Two. Further, NO ONE UNDER THE AGE OF FIFTY-FIVE (55) IS PERMITTED TO RESIDE IN THE ASSOCIATION UNLESS THE BOARD DETERMINES THAT SUCH PERSON MAY DO SO WITHOUT JEOPARDIZING ITS "ADULTS ONLY" STATUS UNDER APPLICABLE LAWS."

"11.6.4 A "guest" is defined as any person residing in a unit when that person is not a record owner of a unit, nor a tenant or lessee approved by the Association. Guests may not reside at Quail Run Two for more than thirty (30) days without seeking and obtaining the Board's written permission, which permission may be granted or denied in the board's sole discretion. Further, guests may not reside in a unit unless the owner or board-approved occupant is also residing in and present in

Cheryl J. Levin, N
CHERYL J. LEVIN, P.A.
10226 NW 47TH STREET
SUNRISE, FL 33351

Record + to Turn TD :

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the unit at all times with the quest, unless the board allows otherwise in writing.

11.6.3 4 Proviso. The provisions as set forth herein shall control the sale, lease, occupancy and conveyance of any unit notwithstanding any provision to the contrary until such time that this section 11.6 shall be amended, or in the event of a repeal of the Fair Housing Amendments of 1988 (Public Law 100-430, approved September 13, 1988) ("Fair Housing Act"), then 11.6 shall automatically be null and void and have no force or effect."

(CORPORATE SEAL)

QUAIL RUN OF SUNRISE UNIT TWO
CONDOMINIUM ASSOCIATION, INC.

ATTEST:

James James
Secretary

By: Mary Alice Small
Mary Alice Small, as President

STATE OF FLORIDA }
COUNTY OF BROWARD }

On this 16 day of Sept, 1998, personally appeared Mary A Small, President, and acknowledged before me that she executed this instrument for the purposes herein expressed.

Glen Lindenfeld
Notary Public

Glen Lindenfeld
Notary Public [name printed]

my commission expires: 10/26/99

Cheryl J. Levin, Esq.
CHERYL J. LEVIN, P.A.
10228 NW. 47TH STREET
SUNRISE, FL 33351

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR



BK 28884 PG 1029

Record + Return To:

(g) To approve or disapprove, the leasing and transfer of ownership of apartments as may be provided by the Declaration of Condominium and the Bylaws.

(h) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the Bylaws of the Association and the rules and regulations for the use of the property in the condominium.

(i) To contract for the management of the condominium properties, and to delegate all management powers and duties to a qualified person, firm or corporation, except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or of the membership of the Association.

(j) To contract for the management and operation of portions of the common elements susceptible to separate management and operation, and to lease the same.

(k) To employ personnel necessary to perform the services required for proper operations of the condominium.

(l) To enter into, as lessee, leases for property to be used as recreational facilities and to make and collect assessments against members to defray the cost of taxes, maintenance, repair, rental and operation of the improvements thereon.

3 All funds and the titles to all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

4 The Association shall make no distribution of income to its members, directors or officers.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

ARTICLE IV Members

1. The members of the Association shall consist of all of the record owners of apartments in Quail Run of Sunrise Unit Two apartment building in Broward County, Florida.

2. Transfer of membership in the Association shall be established by the recording in the public records of Broward County, Florida, of a condominium deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument; the owner or owners designated by such instrument thereby becoming a member or members of the Association. The membership in the Association of the prior owner or owners shall be thereby terminated.

3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her apartment.

4. The members of the Association, singly or collectively, shall be entitled to only one vote for each apartment owned by them. The exact manner of exercising voting rights when there are two or more owners of one apartment shall be determined by the Bylaws of the Association.

ARTICLE V Directors

1. The affairs of the Association will be managed by a Board consisting of the number of directors as shall be determined by the Bylaws of the Association, but shall be

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not less than three in number. In the absence of a determination as to the number of members, the Board of Directors shall consist of four Directors.

2. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-laws. Directors may be removed, and vacancies on the Board of Directors shall be filled, in the manner provided by the Bylaws.

3. The first election of directors by the membership of the Association shall not be held until after all of the apartments of the condominium have been sold by Developer, MMS Development Corporation, or until June 1, 1974, or until the developer shall voluntarily call an election, whichever shall first occur.

4. The directors herein named shall serve until the first election of directors by Association members, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

5. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

MILTON W. SHLAPAK	4645 Stonemeade Court Atlanta, Georgia 30331
FRANCIS P. MCGINN	4635 Stonemeade Court Atlanta, Georgia 30331
WILLIAM L. McDONALD	4150 Ben Hill Road College Park, Georgia 30337
LUCILLE HOFKIN	2800 Sunrise Lakes Drive West City of Sunrise, Florida 33313

ARTICLE VI Officers

The affairs of the Association shall initially be administered by the officers named in these Articles of Incorporation. After the developer has relinquished control of the Board of Directors, the officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association; which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors elected by the membership of the Association are as follows:

MILTON W. SHLAPAK	President
4645 Stonemeade Court Atlanta, Georgia 30331	
FRANCIS P. MCGINN	Vice President
4635 Stonemeade Court Atlanta, Georgia 30331	
WILLIAM L. McDONALD	Secretary
4150 Ben Hill Road College Park, Georgia 30337	
LUCILLE HOFKIN	Treasurer
2800 Sunrise Lakes Drive West City of Sunrise, Florida 33313	

ARTICLE VII Indemnification

Every director, and every officer of the Association, shall be indemnified by the Association against all expenses

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ARTICLES OF INCORPORATION
OF
QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC.

DEC 31 9 00 AM '73
RECORDED
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I
Name

The name of the corporation shall be QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC., which corporation shall hereinafter be referred to as the Association.

ARTICLE II
Purpose

The purpose for which the Association is organized is to provide an entity pursuant to Section 711.12 of the Florida Condominium Act, which is Chapter 711, Florida Statutes, for the operation of QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC., a Condominium, located in Broward County, Florida, at 3050 Sunrise Lakes Drive East, City of Sunrise, Florida 33313.

ARTICLE III
Powers

The powers of the Association shall include, and shall be limited by, the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida which are not in conflict with the terms of these Articles.

2. The Association shall have all of the powers and duties set forth in the Florida Condominium Act except as limited by these Articles and Quail Run of Sunrise Unit Two Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the Condominium as set forth in said Declaration, including but not limited to the following:

(a) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Condominium.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To undertake the maintenance, repair, replacement and operation of the condominium property, or property leased by the Association for condominium use.

(d) To purchase insurance upon the condominium property and insurance for the protection of the Association and its members.

(e) To reconstruct the condominium improvements after casualty and construct further improvements of the condominium property, as needed.

(f) To make reasonable rules and regulations respecting the use of the condominium property.

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PROPOSED AMENDMENT TO
ARTICLE IX OF THE ARTICLES OF INCORPORATION OF
QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC.

ARTICLE IX
Amendments

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

~~1. Prior to relinquishment of control by the developer as set forth in Article V, Section 3, these Articles of Incorporation may be amended by an instrument in writing, signed by all of the subscribers to these Articles of Incorporation, or their successors, stating the Article Number and the manner of its amendment and filed in the office of the Secretary of State of the State of Florida with a certified copy of each such amendment attached to these Articles of Incorporation upon its recordation with the Declaration.~~

~~2. Subsequent to relinquishment of control by Developer as set forth in Article V, Section 3, these Articles of Incorporation may be amended in the following manner:~~

1.2-1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2.2-2 A resolution approving a proposed amendment may be proposed by either the Board of Directors, or by any one or more members of the Association. Directors and members not present in person, or by proxy, at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary of the Association at, or prior to, the meeting.

(a) Such approval must be by not less than 75% 51% of the entire membership of the Board of Directors, and by not less than 75% 51% of the votes of the entire membership of the Association.
or

(b) ~~By not less than 88% of the votes of the entire membership of the Association.~~

3.2-3 No amendment shall make any changes in the qualifications for membership or in the voting rights of members, or any change in paragraphs 3 and/or 4 of Article III hereof, without approval in writing by all members.

4.2-4 A copy of each amendment to the Articles of Incorporation as approved shall be accepted and certified by the Secretary of State and recorded in the Public Records of Broward County, Florida.

Passed
1.19.83

and liabilities, including counsel fees, reasonably incurred by, or imposed upon him, in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being, or having been, a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such director or officer may be entitled.

ARTICLE VIII
Bylaws

The first Bylaws of the Association shall be adopted by the Board of Directors named herein, and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE IX
Amendments

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors, or by any one or more members of the Association. Directors and members not present in person, or by proxy, at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary of the Association at, or prior to, the meeting.

(a) Such approval must be by not less than 75% of the entire membership of the Board of Directors, and by not less than 75% of the votes of the entire membership of the Association; or

(b) By not less than 80% of the votes of the entire membership of the Association.

3. No amendment shall make any changes in the qualifications for membership or in the voting rights of members, or any change in paragraphs 3 and/or 4 of Article III hereof, without approval in writing by all members.

4. A copy of each amendment to the Articles of Incorporation as approved shall be accepted and certified by the Secretary of State and recorded in the public records of Broward County, Florida.

ARTICLE X
Term

The term of the Association shall be the life of the condominium, unless the Association is terminated sooner by action of its members. The Association shall be dissolved by the termination of the condominium in accordance with the provisions of the Declaration of Condominium.

ARTICLE XI
Subscribers

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

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ARTICLE XI
Subscribers

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

MILTON W. SHLAPAK	4645 Stonemeade Court Atlanta, Georgia 30331
FRANCIS P. MCGINN	4635 Stonemeade Court Atlanta, Georgia 30331
WILLIAM L. McDONALD	4150 Ben Hill Road College Park, Georgia 30337
LUCILLE HOFKIN	2800 Sunrise Lakes Drive West City of Sunrise, Florida 33313

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures this 13th day of December, 1973.


MILTON W. SHLAPAK


FRANCIS P. MCGINN

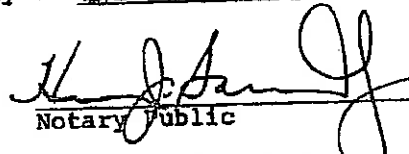

WILLIAM L. McDONALD


LUCILLE HOFKIN

STATE OF FLORIDA)
COUNTY OF BROWARD)

PERSONALLY APPEARED before me, the undersigned authority, MILTON W. SHLAPAK, FRANCIS P. MCGINN, WILLIAM L. McDONALD, and LUCILLE HOFKIN, who being by me first duly sworn depose and say that they are all of the subscribers of the Articles of Incorporation of QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC., and that they executed the said Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County as aforesaid, this 13th day of December, 1973.


Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 24, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First--That QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC. desiring to organize under the laws of the State of Florida with its principal office, as indicated in the articles of incorporation at City of Sunrise County of Broward, State of Florida has named HARRY J. SOUSLEY, JR.

located at 2750 North Federal Highway (Street address and number of building, Post Office Box address not acceptable) City of Fort Lauderdale, County of Broward State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above-stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By [Signature]
HARRY J. SOUSLEY, JR.
(Resident Agent)

DEC 31 9 08 AM '72
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

ED

REC. 5898 PAGE 383

AMENDMENT TO
ARTICLES OF INCORPORATION OF
QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC.

MILTON W. SHLAPAK, President, and WILLIAM L. McDONALD, Secretary of QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC., a Florida corporation not for profit, respectfully show that:

The above named corporation was organized on December 31, 1973.

The above named corporation upon the proposal of its board of directors by resolution duly adopted by said board of directors setting forth the proposed amendment and directing that it be submitted to a vote of the membership entitled to vote in accordance thereof at a designated meeting of such membership and as more specifically set out, does now hereby by its President and Secretary, execute and acknowledge the following:

1. That under ARTICLE III Powers, sub-paragraph 2 of the Articles of Incorporation the following paragraph (m) is added:

"(m) To take title together with other Associations of the Quail Run Condominium Project as tenants in common of recreation lands and to operate said recreation lands for the benefit of the entire Quail Run Condominium Project."

2. ARTICLE IV Members, sub-paragraph 3 of the Articles of Incorporation is hereby deleted and substituted therefore is the following:

"3. The first election of directors by the membership of the Association shall not be held until after all of the apartments of the condominium have been sold by developer, MMS Development Corporation, or until June 1, 1979, or until the developer shall voluntarily call an election, whichever shall first occur."

3. ARTICLE IX Amendments of the Articles of Incorporation is hereby deleted and substituted therefore is the following:

"Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

1. Prior to relinquishment of control by the developer as set forth in Article V, Section 3, these Articles of Incorporation may be amended by an instrument, in writing, signed by all of the subscribers to these Articles of Incorporation, or their successors, stating the Article Number and the manner of its amendment and filed in the office of the Secretary of State of the State of Florida with a certified copy of each such amendment attached to these Articles of Incorporation upon its recordation with the Declaration.

2. Subsequent to relinquishment of control by Developer as set forth in Article V, Section 3, these Articles of Incorporation may be amended in the following manner:

2.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2.2 A resolution approving a proposed amendment may be proposed by either the Board of Directors, or by any one or more members of the Association. Directors and members not present in person, or by proxy, at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary of the Association at, or prior to, the meeting.

(a) Such approval must be by not less than 75% of the entire membership of the Board of Directors, and by not less than 75% of the votes of the entire membership of the Association; or

(b) By not less than 80% of the votes of the entire membership of the Association.

2.3 No amendment shall make any changes in the qualifications for membership or in the voting rights of members, or any change in paragraphs 3 and/or 4 of Article III hereof, without approval in writing by all members.

2.4 A copy of each amendment to the Articles of Incorporation as approved shall be accepted and certified by the Secretary of State and recorded in the Public Records of Broward County, Florida."

The board of Directors of the corporation at a duly called meeting of said board held on July 20, 1974 adopted same and submitted the proposed amendment to a vote of the membership held on the same date, notice of said special meeting of the membership having been waived and a majority of the membership entitled to vote were present, either in person or by proxy, and participated in the meeting.

At the meeting of the membership the members entitled to vote in respect of said amendment to the Articles of Incorporation did adopt the above amendment by the affirmative vote of not less than 80% of the votes of the entire membership of the Association as required by its Articles of Incorporation.

Dated this 21st day of July, 1974.

QUAIL RUN OF SUNRISE UNIT TWO
ASSOCIATION, INC.

By X Milton W. Shelapak
MILTON W. SHELAPAK, President

(SEAL)

Attest:

X William L. McDonald
WILLIAM L. McDONALD, Secretary

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STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

BEFORE ME personally appeared MILTON W. SHLAPAR and WILLIAM L. McDONALD, to me well known and known to me to be the President and Secretary respectively of QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC., a Florida corporation, the corporation named in the foregoing instrument, and known to me to be the persons who as such officers of said corporation, executed the same; and then and there they did acknowledge before me that said instrument is the free act and deed of said corporation by them respectively executed as such officers for the purposes therein expressed; that the seal thereunto attached is the corporate seal by them in like capacity affixed; all under authority in them duly vested by the Board of Directors of said corporation.

WITNESS my hand and official seal this 21st day of

July, 1974.

Lucille Hopfent
Notary Public

My Commission Expires:

Notary Public, State of Florida at Fort Lauderdale
My Commission Expires Jan. 10, 1978
Bonded by American Fire & Casualty Co.

OFF. 5898 PAGE 386

FILED
AUG 19 10 55 AM '74
STATE
SECRETARY
FLORIDA

SECOND AMENDMENT TO
ARTICLES OF INCORPORATION OF
QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC.

MILTON W. SHLAPAK, President, and WILLIAM L. McDONALD, Secretary of QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC., a Florida corporation not for profit, respectfully show that:

The above named corporation was organized on December 31, 1973.

The above named corporation upon the proposal of its board of directors by resolution duly adopted by said board of directors setting forth the proposed amendment and directing that it be submitted to a vote of the membership entitled to vote in respect thereof at a designated meeting of such membership and as herein-after more specifically set out, does now hereby by its President and Secretary, execute and acknowledge the following:

1. ARTICLE IV Members, sub-paragraph 3 of the Articles of Incorporation is hereby deleted and substituted therefore is the following:

"3. The first election of directors by the membership of the Association shall not be held until after all of the apartments of the condominium have been sold by developer, MMS Development Corporation, or until June 1, 1977, or until the developer shall voluntarily call an election, whichever shall first occur.

The board of directors of the corporation at a duly called meeting of said board held on August 14, 1974, 1974 adopted same and submitted the proposed amendment to a vote of the membership held on the same date, notice of said special meeting of the membership having been waived and a majority of the membership entitled to vote were present, either in person or by proxy, and participated in the meeting.

At the meeting of the membership the members entitled to vote in respect of said amendment to the Articles of Incorporation did adopt the above amendment by the affirmative vote of not less

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than 80% of the votes of the entire membership of the Association as required by its Articles of Incorporation.

Dated this 14th day of August, 1974.

QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC.

By Milton W. Shlapak
MILTON W. SHLAPAK, President

Attest:

William L. McDonald
WILLIAM L. McDONALD, Secretary

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

BEFORE ME personally appeared MILTON W. SHLAPAK and WILLIAM L. McDONALD, to me well known and known to me to be the President and Secretary respectively of QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC., a Florida corporation, the corporation named in the foregoing instrument, and known to me to be the persons who as such officers of said corporation, executed the same; and then and there they did acknowledge before me that said instrument is the free act and deed of said corporation by them respectively executed as such officers for the purposes therein expressed; that the seal thereunto attached is the corporate seal by them in like capacity affixed; all under authority in them duly vested by the Board of Directors of said corporation.

WITNESS my hand and official seal this 14th day of August, 1974.

Janice Albright
Notary Public

My Commission Expires: 2/6/78

DEF. 5898 PAGE 388

B Y L A W S

OF

QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC.
A corporation not for profit under
the laws of the State of Florida

1. Identity. These are the Bylaws of QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC., hereinafter called Association, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on December 31, 1973 and as amended on July 26, 1974. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 711, Florida Statutes, herein called the Condominium Act, which condominium is identified by the name QUAIL RUN OF SUNRISE UNIT TWO, and is located upon lands in Broward County, Florida.

.1 The office of the Association shall be at QUAIL RUN OF SUNRISE UNIT TWO, a condominium, 3050 Sunrise Lakes Drive East, City of Sunrise, Florida 33313.

.2 The fiscal year of the Association shall be the calendar year.

.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. Members' meetings

.1 The annual members' meeting shall be held at the office of the corporation at three o'clock p.m. Eastern Standard Time, on the third Friday in February of each year for the purpose of electing directors and transacting any other business; provided that if the date for the first annual meeting of members subsequent to relinquishment of control by Developer is less than six months after the first election of directors by the membership of the Association, the first annual meeting shall not be held, and the directors first elected by the membership of the Association shall serve until the date for the next following annual meeting.

.2 Special members' meetings shall be held at the office of the corporation whenever called by the President or Vice-President or by a majority of the board of directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

.3 Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice-President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of

Sunrise Unit Two Association, Inc.

2. Members' meetings

.1 ~~The annual members' meeting shall be held at the office of the corporation on a date, time and place in the month of February of each year as designated by the Board of Directors, provided that such date is not a national holiday at three o'clock p.m. Eastern Standard Time, on the third Friday in February of each year for the purpose of electing directors and transacting any other business; provided that if the date for the first annual meeting of members subsequent to relinquishment of control by Developer is less than six months after the first election of directors by the membership of the Association, the first annual meeting shall not be held, and the directors first elected by the membership of the Association shall serve until the date for the next following annual meeting.~~

4. Proposed amendment to Section 2.4 of the By-Laws of Quail Run of Sunrise Unit Two Association, Inc. as follows:

.4 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership, which persons may be present in person, by proxy or by absentee ballot.

Passed
2-9-83

LAW OFFICES

BECKER, POLIAKOFF & STREITFELD, P.A., 6520 N. ANDREWS AVENUE • POST OFFICE BOX 9057 • FT. LAUDERDALE, FLORIDA 33310-9057
TELEPHONE (305) 776-7550

the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meeting.

.4 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

49 members
25 - Votes
to pass.

.5 Voting

(a) In any meeting of members the owners of apartments shall be entitled to cast one vote for each apartment so owned.

(b) If an apartment is owned by one person his right to vote shall be established by the roster of unit owners kept by the Secretary of the Association. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment according to the roster of unit owners and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting, or any adjournment thereof.

.7 Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

.8 The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

- (a) Election of chairman of the meeting
- (b) Calling of the roll and certifying of proxies
- (c) Proof of notice of meeting or waiver of notice
- (d) Reading and disposal of any unapproved minutes
- (e) Reports of officers
- (f) Reports of committees
- (g) Election of inspectors of election
- (h) Election of directors
- (i) Unfinished business
- (j) New business
- (k) Adjournment

.9 Proviso. Provided, however, that until the Developers of the condominium have completed all of the contemplated improvements and closed the sales of all of the apartments

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5. Proposed amendment to Section 2.5 of the By-Laws of Quail Run of Sunrise Unit Two Association, Inc. as follows:

.6 Proxies and absentee ballots. Votes may be cast in person, or by proxy or by absentee ballot. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting, or any adjournment thereof. An absentee ballot may be made by any person entitled to vote and shall be valid only for the particular matter designated therein and must be filed with the Secretary before the appointed time of the meeting, or any adjournment thereof, at which said matter is to be considered. If a member timely submits an absentee ballot on any matter and later attends in person the members' meeting at which said matter is considered, said member may revoke his absentee ballot and vote in person. If a member timely submits an absentee ballot on any matter and designates a proxy to attend a members' meeting at which said matter is to be considered, then said absentee ballot shall stand as that members' vote on those matters which were the subject of the absentee ballot and the proxy may cast votes on all other matters coming before the members' meeting.

of the condominium, or until June 1, 1977, or until Developers elect to terminate their control of the condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of directors.

3. Directors

.1 Membership. The affairs of the Association shall be managed by a board of not less than three nor more than eleven directors, the exact number to be determined at the time of election.

.2 Election of directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual members' meeting.

(b) A nominating committee of five (5) members shall be appointed by the board of directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Other nominations may be made from the floor.

(c) The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors.

(e) Any director may be removed by concurrence to two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the board of Directors so created shall be filled by the members of the Association at the same meeting.

(f) Provided, however, that until the Developers of the condominium have completed all of the contemplated improvements and closed the sales of all of the apartments in the condominium, or until June 1, 1977, or until the Developers elect to terminate their control of the condominium, whichever shall first occur, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies. If there are no remaining directors, the vacancies shall be filled by the Developers.

.3 The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

.4 The organization meeting of a newly-elected board of directors shall be held within ten (10) days of their election at such time and place as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

.5 Regular meetings of the board of directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting.

.6 Special meetings of the directors may be called by the President and must be called by the Secretary at the

written request of one-third of the directors. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

.7 Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

.8 A quorum at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except where approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

.9 Adjourned meetings. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

.10 Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

.11 The presiding officer of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

.12 The order of business at directors' meetings shall be:

- (a) Calling of roll
- (b) Proof of due notice of meeting
- (c) Reading and disposal of any unapproved minutes
- (d) Reports of officers and committees
- (e) Election of officers
- (f) Unfinished business
- (g) New business
- (h) Adjournment

.13 Directors' fees, if any, shall be determined by the members.

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically required.

The board of directors shall adopt such rules and regulations relative to the condominium as they shall deem necessary and proper from time to time; provided, however, that such rules and regulations shall be approved by a majority of the votes of the members of the Association, which approval may be given at any regular or special meeting of the members or at any time in writing. Provided, however, the Developers reserve the right to establish such rules and regulations until such time as the Developers terminate their control of the Association.

5. Officers.

.1 The executive officers of the corporation shall be: President, who shall be a director, a Vice-President,

*are your comments
to be confirmed
to the order of business
free from personal
attack.*

*Your comments
are out of order
Please continue to
the order of business
or sit down.*

who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the board of directors and who may be peremptorily removed by vote of the directors at any meeting by concurrence of a majority of all of the directors. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The board of directors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate, to assist in the conduct of the affairs of the Association.

.3 The Vice-President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other prescribed powers and perform such other duties as shall be prescribed by the directors.

.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the board of directors for examination at reasonable times. He shall submit a treasurer's report to the board of directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

.6 The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by the members shall not preclude the board of directors from employing a director as an employee of the Association, nor preclude the contracting with a director for the management of the condominium.

6. Fiscal management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current expense, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to betterments. The balance in this fund at the end of each year shall be applied to reduce the assessments

for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be a part of the common elements.

.2 Budget. The board of directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(a) Current expense, the amount for which shall not exceed 105% of the budget for this account for the prior year.

(b) Reserve for deferred maintenance, the amount for which shall not exceed 105% of the budget for this account for the prior year.

(c) Reserve for replacement, the amount for which shall not exceed 105% of the budget for this account for the prior year.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements, the amount for which shall not exceed \$5,000.00; provided, however, that in the expenditure of this fund no sum in excess of \$2,000.00 shall be expended for a single item or purpose unless such betterment has been approved by the members of the Association, in the manner required by the Declaration of Condominium.

(e) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

.3 Assessments for Common expenses. Assessments against the apartment owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in four equal installments on the first days of January, April, July and October of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments thereon shall be due upon

each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the board of directors if the accounts of the amended budget do not exceed the limitations thereon for that year. Any account which does exceed such limitation shall be subject to the approval of the membership of the Association heretofore required. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment if made on or after July 1, and if made prior to July 1, one-half of the increase shall be due upon the date of the assessment and the balance of the assessment upon the next July 1. The first assessment shall be determined by the first board of directors elected by members of the Association.

.4 Assessments for charges. Charges by the Association against unit owners for other than common expense shall be payable in advance. Such charges shall be collected in the same manner as assessments for common expense, and when circumstances permit, such charges shall be added to the assessments for common expense.

.5 Acceleration of assessment installments upon default. If an apartment owner shall be in default in the payment of an installment upon an assessment, the board of directors may accelerate the remaining installments of the assessment upon notice thereof to the apartment owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but no less than 10 days after delivery thereof to the apartment owner, or not less than 20 days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

.6 Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be due only after 30 days' notice to the apartment owners concerned and shall be paid in such manner as the board of directors of the Association may require in the notice of assessment:

.7 Assessment for Start-up Fund. The board of directors may assess all unit owners for a start-up fund for the condominium.

.8 The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

.9 An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

.10 Fidelity bonds shall be required by the board of directors from all persons handling or responsible for Association funds. The amount of such bonds and the sureties shall be determined by the directors. The premiums on such bonds shall be paid by the Association as a common expense.

7. Parliamentary rules. "Robert's Rules of Order" (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these By-laws.

8. Amendments. These Bylaws may be amended in the following manner:

PROPOSED AMENDMENT TO
SECTION 8.2 OF BY-LAWS OF
QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC.

8. Amendments. These By-Laws may be amended in the following manner:

.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

.2 A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by either

(a) Not less than 75% 51% of the entire membership of the board of directors and by not less than 75% 51% of the votes of the entire membership of the Association, or

(b) ~~By not less than 80% of the votes of the entire membership of the Association, or~~

(c) ~~By all of the directors, until the first election of directors.~~

Passed
1-12-83

PROPOSED AMENDMENT TO
SECTION 8.2 OF BY-LAWS OF
QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC.

8. Amendments. These By-Laws may be amended in the following manner:

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.2 A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by: either

(a) ~~Not less than 75%~~ 51% of the entire membership of the board of directors and by not less than ~~75%~~ 51% of the votes of the entire membership of the Association; or

(b) ~~By not less than 80% of the votes of the entire membership of the Association; or~~

(c) ~~By all of the directors, until the first election of directors;~~

Passed
1-12-83

AMENDMENT TO
SECTION 6.9 OF THE BY - LAWS OF
QUAIL RUN OF SUNRISE UNIT TWO, A CONDOMINIUM
(additions indicated by underlining, deletions by "----")

6.9 An audit of the accounts of the association shall be made by a ~~certified public accountant~~, and a copy of the ~~audit~~ report shall be furnished to each member not later than April 1 of the year following for which the ~~audit~~ is made.

6.9 An examination of the accounts of the Association shall be made by a reputable accounting firm, and a copy of the accounting shall be furnished to each member not later than April 1 of the year following for which the accounting is made. Accounting firm to be designated by the Board of Directors.

NOTARIAL PUBLIC
F. T. JOHNSON
COUNTY OF ...

REF 11302 PAGE 77

3048 Sunrise
Leads ORG.
Sunrise FL 33252

83-388026 CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC.

Said By-laws constituting Exhibit "B" to The Declaration of
Condominium of Quail Run of Sunrise Unit Two, a Condominium,
as recorded in Official Records Book 5898, commencing at
Page 347 of the Public Records of Broward County, Florida.

WE HEREBY CERTIFY THAT, at a special meeting of the Board of
Directors and members of the Association of Quail Run of Sunrise
Unit Two Association, Inc. held on November 9, 1983, at the
Quail Run Club House, a resolution adopting the proposed
amendment to the By-Laws attached hereto and made a part hereof
was approved by not less than 51% of the votes of the entire
membership of the Board of Directors, and the same resolution
adopting the proposed amendment to the By-laws was also approved
by not less than 51% of the entire membership of the Association;
and as a result of the foregoing, and proper notice having been
given, said amendment has been duly adopted pursuant to Article 8
of the By-laws.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the
seal of the corporation this 30 day of November, 1983.

QUAIL RUN OF SUNRISE UNIT TWO
ASSOCIATION, INC. (SEAL)

By: Jerellen Dewysen
Jerellen Dewysen, President

Attest: Carol Marland
Carol Marland, Secretary

STATE OF FLORIDA :
COUNTY OF BROWARD :

BEFORE ME, the undersigned authority, personally appeared
JERELLEN DEWYSEN, President and CAROL MARLAND, Secretary respectively,
of Quail Run of Sunrise Unit Two Association, Inc., to me well known
to be the persons described in and who executed the foregoing instru-
ment and they acknowledged jointly and severally to and before me
that the execution thereof was their free act and deed for the uses
and purposes therein set forth.

WITNESS my hand and official seal this 30 day of November

Janice A. Lauer
NOTARY PUBLIC, State of
Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires August 10, 1987
Issued by the State Council of Notary Publics

NOTARY PUBLIC STATE OF FLORIDA
F. Y. JOHNSON

REC 11302 PAGE 76

900
cc

AMENDMENT TO
SECTION 6.9 OF THE BY - LAWS OF
QUAIL RUN OF SUNRISE UNIT TWO, A CONDOMINIUM
(additions indicated by underlining, deletions by "----")

6.9 An audit of the accounts of the association shall be made by a ~~certified public accountant~~, and a copy of the ~~audit~~ report shall be furnished to each member not later than April 1 of the year following for which the ~~audit~~ is made.

6.9 An examination of the accounts of the Association shall be made by a reputable accounting firm, and a copy of the accounting shall be furnished to each member not later than April 1 of the year following for which the accounting is made. Accounting firm to be designated by the Board of Directors.

.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

.2 A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by either

(a) Not less than 75% of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or


(b) By not less than 80% of the votes of the entire membership of the Association; or

(c) By all of the directors, until the first election of directors.

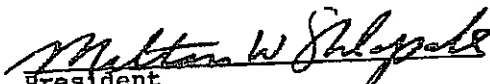
.3 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent. No amendment shall be made which is in conflict with the Articles of Incorporation or the Declaration of Condominium.

.4 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Broward County, Florida.

The foregoing were adopted as the Bylaws of QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the board of directors on December 31 1973 .


Secretary

Approved:


President



CONSENT AND JOINDER OF MORTGAGEE

THIS CONSENT, executed this 2 day of August, 1974 by CITIZENS AND SOUTHERN REALTY INVESTORS, a Maryland Real Estate Investment Trust having its principal office in Atlanta, Georgia, (hereinafter called Mortgagee) and which is Mortgagee under a Mortgage from MMS DEVELOPMENT CORPORATION, a Florida corporation (Mortgagor), dated October 20, 1972, recorded in Official Record Book 5032, Page 155, Records of Broward County, Florida, said Mortgage being secured by certain real property located in Broward County, Florida which property is to be submitted to the condominium form of ownership.

W I T N E S S E T H :

1. The undersigned Mortgagee hereby acknowledges that Mortgagee has reviewed those certain condominium documents delivered by Mortgagor to Mortgagee, to wit:
 - a. Declaration of Condominium of QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC., dated July 29, 1974, and to which this Consent and Joinder of Mortgagee is attached.
2. In accordance with Section 24 of said Mortgage, Mortgagee hereby approves said documents as reviewed and as modified in accordance with Mortgagee's instructions, and gives its consent to the filing of said documents as approved; and
3. The whole of the real property described in said Mortgage and at the date hereof remaining subject thereto shall remain subject to the lien, charge or encumbrance of such Mortgage, and nothing herein contained or done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance of said Mortgage or the priority thereof, except as herein otherwise expressly provided; and all of the covenants, agreements, terms and provisions contained in said Mortgage are and shall remain in full force and effect.
4. The name of Citizens and Southern Realty Investors is the designation of the Trustees under Declaration of Trust dated as of August 12, 1970, as amended, and all persons dealing with Citizens and Southern Realty Investors must look solely to the Trust property for the enforcement of any claims against Citizens and Southern Realty Investors as neither the Trustees, officers, agents or Shareholders assume any personal liability for obligations entered into on behalf of Citizens and Southern Realty Investors.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed by its duly authorized officers, and to be properly sealed, the day and year first above written.

CITIZENS AND SOUTHERN REALTY INVESTORS

By: Edward F. Rezel
Title: Edward F. Rezel
Mortgage Loan Officer

By: Luther A. Earless
Title: Luther A. Earless
Mortgage Officer

(Trust Seal)

REC. 5093 PAGE 307

A

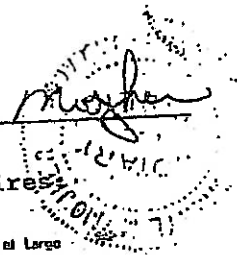
STATE OF GEORGIA)
) SS.
COUNTY OF FULTON)

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared EDWARD F. BOZE and LUTHER J. FARLESS, JR., to me known and known to be the persons described in and who executed the foregoing instrument as Mortgage Loan Officer and Mortgage Officer respectively of the Trust named therein, and severally acknowledged before me that they executed the same as such officers in the name and on behalf of said trust.

Witness my hand and official seal in the county and state last aforesaid this 2nd day of August, 1974.

Cheryl M. Proyer
Notary Public
My Commission Expires

Notary Public, Georgia, State at Large
My Commission Expires Aug. 14, 1976



OFF. 5898 PAGE 398

CONSENT AND JOINDER

BY

QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof I hereby acknowledged, QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration of Condominium and Exhibits attached hereto.

IN WITNESS WHEREOF, QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC., has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 29th day of July, 1974.

signed, sealed & delivered in the presence of:

Lucille Hopkin
W. J. Sandiford

QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC.

By: William L. McDonald (SEAL)
President

Attest: Walter W. [Signature] (SEAL)
Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.

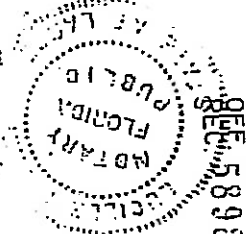
I HEREBY CERTIFY that on this day before me personally appeared William L. McDonald and William L. McDonald President and Secretary, respectively, of QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC., a Florida corporation not for profit, to me known to be the persons who signed the foregoing Declaration of Condominium as such officers, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Fort Lauderdale, said County and State, this 29th day of July, 1974.

Lucille Hopkin
Notary Public

My commission expires:

My Commission Expires Jan. 10, 1975
Bonded by American Fire & Casualty Co.



RECORDED IN THE OFFICIAL RECORDS BOOKS OF BROWARD COUNTY, FLORIDA
E. M. STROBEL
COUNTY COMPTROLLER

12. As set forth in regulation of April 30, 1978 NO PETS WILL BE ALLOWED.

13. No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls of doors or roof of the building, without the written consent of the Board of Directors. Terraces or balconies may not be enclosed nor anything affixed to the walls within such terraces or balconies except with the prior written consent of the Board of Directors.

14. The Board of Directors may retain a pass key to all units. No unit owner or occupant shall alter any lock or install a new lock, without the written consent of the Board of Directors. Where such consent is given the Unit Owner shall provide the Board of Directors with an additional key for the use of the Board pursuant to its right of access.

15. No cocking shall be permitted on any porch, terrace or balcony, where applicable, nor on the Condominium property.

16. Complaints regarding the service of the Condominium shall be in writing to the Floor Captain or any member of the Board.

17. No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any unit or limited common element assigned thereto or storage areas, except such as are required for normal household use.

17. Payments of monthly assessments shall be made to a member of the Board of Directors, Payments made in the form of checks shall be made to the order of such party as the Board may designate. Payments of regular assessments are due quarterly, on the 1st day of the month, and if such payments are ten (10) days late, are subject to charges.

18. Each Unit owner who plans to be absent from his unit during the hurricane season, must prepare his unit prior to his departure by:-

- (a) Removing all furniture, plants and other objects from his terrace, and
- (b) Designating a responsible firm or individual, to care for his unit should the unit suffer hurricane damage, and furnishing the Board with the name of such firm or individual.

19. Board of Directors are authorized to assess or fine any Unit Owner or Tenancy for breaking any rules and regulations and By-Laws as set forth by the Board of Directors.

20. The Board of Directors has resolved that any Unit Owner who wishes to sell or rent his Unit must pay to the Finance Committee the sum of FIFTY (\$50.) Dollars as stipulated in the By-Laws.

21. The Board of Directors has resolved that in the absence of a Unit Owner, he/she may designate another Unit Owner to vote by Proxy for him/her. However, a Unit Owner may only hold TWO (2) Proxies.

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

I, an officer authorized to take acknowledgments according to the Laws of the State of Florida, duly acting and qualified, hereby certify that ALBERT LEONARDI and LUIGI C. SURIANI respectively as Pres. & Sec. of Quail Run of Sunrise, Unit 2 Assoc., Inc., a Florida non-profit corporation to me personally known, this day acknowledged before me that they executed the foregoing statement as officers of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15TH day of APRIL 1979.

MY COMMISSION EXPIRES:

10-21-1980

Luigi C. Suriani
Notary Public, State of Florida.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 28 1980
DONOLD THRU GENERAL P.G. UNDERWRITER

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR



correct and complete copy of
filed in my office. Dated this 17th day
of January, 2000 Pamela D.
Brangaccio, County Administrator.

Deputy Clerk



REC 8160 REC-005



INSTR # 99774857

OR BK 30129 PG 0037

RECORDED 12/27/1999 06:27 AM

COMMISSION

BROWARD COUNTY

DEPUTY CLERK 1050

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC., A CONDOMINIUM

Text to be added is underlined; text to be deleted is stricken through
THIS IS NOT AN OFFICIAL COPY
This Certificate of Amendment is executed this 13th day of December

1999, by QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC. (hereinafter referred to as "ASSOCIATION"), a Florida corporation not-for-profit whose original declaration of condominium is recorded in the official records of Broward County in OR Book 5898 at page 347. The following amendment to the Association's Declaration of Condominium was duly adopted by the affirmative approvals of the board of directors and of the membership as required by the governing documents, which votes were cast at the ASSOCIATION'S Annual Meeting on February 4, 1994. This Certificate is being recorded now because it was not recorded when the members approved the change.

Article 11.1.b. is of the Declaration is amended as follows:

"b. 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, the number of rental units shall be limited to 25% of the total (24 units). A unit used as the principal residence of an immediate family member of the owner does not constitute a rental for this purpose."

CHERYL J. LEVIN, P.A.
10228 NW 47TH STREET
SUNRISE, FL 33351

Return to

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the date first above written.

[Signature]
Witness
QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC.
by: [Signature]
Mary Alice Small, President

[Signature]
Witness
OFFICIAL COPY
by: [Signature]
James Lanner, Secretary

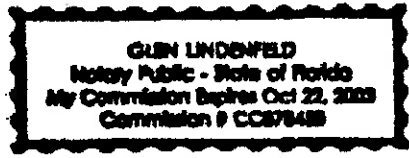
STATE OF FLORIDA)
) as
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, this day personally appeared MARY ALICE SMALL, as President, and JAMES LANNER, as Secretary, of QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC., and who are personally known to me to have executed this Certificate of Amendment to the Declaration of Condominium of the Association in the above capacities.

SWORN TO AND SUBSCRIBED before me this 13 day of December, 1999.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

my commission expires: 12/13/99



CHERYL J. LEVIN, P.A.
10220 NW 47TH STREET
SUNRISE, FL 33067

Record Return To

Prepared by and return to:
Tamar Duffner Shendell, Esq.
Shendell & Associates, P.A.
3650 N. Federal Highway, Suite 202
Lighthouse Point FL 33064

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

WHEREAS the Declaration of Condominium of Quail Run of Sunrise Unit Two Association Inc., has been recorded in the Public Records of Broward County, Florida in Official Records Book 5898, at Page 347 and

WHEREAS, at a duly called and noticed meeting of the membership of Quail Run of Sunrise Unit Two Association Inc., a Florida not-for profit corporation held on the 22 of September, 2004, the aforementioned Declaration of Condominium was amended pursuant to the provisions thereof.

NOW THEREFORE, the undersigned hereby certify that the amendments to the Declaration of Condominium attached hereto are the amendments approved by the membership

WITNESS my signature hereto this 24 day of SEPT., 2004 at Fort Lauderdale, Broward County, Florida.

Witness 1: John F. Conway
Print Witness 1 Name:
JOHN F. CONWAY

Witness 2: Joseph J. Hagenburg
Print Witness 2 Name:
Joseph J. Hagenburg

Quail Run of Sunrise Unit Two Association Inc.
By: Joseph J. Hagenburg, as President
Attest: John F. Conway as Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that, on this 24 day of September, 2004 President and Secretary respectively, of the foregoing corporation, known to me personally to be such, and acknowledged to me that the execution of the above certificate is the free and voluntary act and deed of them, and each of them, each himself and not for the other, and each acknowledged that the facts therein stated are true as set forth. They are personally known to me or have provided as identification and did take an oath.

My Commission Expires: 11/17/05

John F. Conway
Notary Public
Print Notary Name: JOHN F. CONWAY



2

PROPOSED AMENDMENTS
TO THE BY-LAWS OF
QUAIL RUN OF SUNRISE UNIT TWO ASSOCIATION, INC.

(NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS
DELETED ARE LINED THROUGH WITH HYPHENS)

Proposed amendment to Article 11.1.b of the Declaration of Condominium

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 apartments at Quail Run of Sunrise Unit Two Condominium may be leased at any one time the number of rental units shall be limited to 25% of the total (24 units). Leasing of apartments is not permitted for a period of one (1) year from the date of any change in ownership of an apartment; provided, however, in the case of an inheritance, the one year 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. An unit apartment used as the principal residence of an immediate family member of the owner does not constitute a rental for this purpose. No apartment may be leased for a period of less than three (3) nor more than twelve (12) months, and in no event may an apartment be leased more than once in any consecutive twelve (12) month period. All leases approved by the Association shall be on a non-renewable basis. Any extension or renewal of a lease shall again require notice to, and approval of, the Association as hereinafter provided. Sub-leasing of any apartment shall be prohibited.

AMENDMENT TO

CONDOMINIUM DOCUMENTS

QUAIL RUN of SUNRISE UNIT TWO

(additions shown by underlining; deletions by "-----")

- 1. Amendment to Section 11 of the Declaration of Condominium of Quail Run of Sunrise Unit Two as follows:

THIS IS NOT A

11.6 Sales, Leases and Conveyances. In order to assure a community of essential and responsible condominium residents and thus protect the value of the units, the sale and leasing of units shall be subject to the following provisions with this Declaration is terminated in accordance with the provisions herein or elsewhere contained, or until this Article of the Declaration is amended in the manner herein provided.

11.6.1 Sale. No unit owner may sell or transfer (except to the spouse or parent of such unit owner) his unit without approval of the Association, which approval shall be obtained in the following manner:

11.6.1 (a) Notice to Association. Each and every time a unit owner ("Offeror") intends to sell or transfer his unit or any interest therein (other than a lease for a term of five years or less) ("Offering"), he shall give written notice to the Association of such intention ("Transfer Notice") together with the name and address of the intended purchaser or transferee, the terms of such purchase or transfer, an age verification form setting forth the ages of the intended occupants and such other information as the Association may reasonably require on forms supplied by the Association. In accordance with Paragraph A-1 hereof, a unit owner shall not sell or transfer his unit unless at least one (1) of the intended occupants of such unit is fifty-five (55) years of age or older at the time of occupancy. The Board, however, shall have the right, in its sole discretion, to waive this requirement based upon criteria in accordance with the provisions set forth in Paragraph A.1 hereof, but not if more than twenty percent (20%) of the units will not have an occupant fifty-five (55) years of age or older. The giving of the Transfer Notice shall constitute a warranty and representation by the Offeror to the Association and any purchaser or transferee produced by the Association, as hereinafter provided, that the offering is a bona fide offer in all respects. The Transfer Notice shall be given by certified mail, return receipt

Return - Condo Home Owners

requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

11.6.1 (b) Association's Election. Within thirty (30) days after receipt of the Transfer Notice, the Association shall either approve the Offering ("Approval") or, except as provided below to the contrary, furnish a purchaser or transferee approved by the Association and give notice thereof to the Offeror who will accept the sale to the substitute purchaser or transferee furnished by the Association upon terms as favorable to the Offeror as the terms stated in the Transfer Notice; except that the purchaser or transferee furnished by the Association may not have less than thirty (30) days subsequent to the date of his approval within which to complete the sale of Offeror's unit. Offeror shall be bound to consummate the transaction with such purchaser or transferee as may be approved and furnished by the Association. Notwithstanding anything contained herein to the contrary, in the event that a unit owner intends to sell or transfer his unit to a purchaser or transferee whose intended occupants are under fifty-five (55) years of age, the Association may disapprove such purchaser or transferee without being obligated to furnish a substitute purchaser or transferee. If the Association approves the Offering, such Approval shall be in writing and shall be delivered to the purchaser or transferee of the Offeror. Notwithstanding anything contained herein to the contrary, in the event the Offeror does not wish to consummate the proposed Offering with any purchaser or transferee other than the purchaser or transferee named in the Transfer Notice, then the Offeror shall state such in the Transfer Notice ("Restricted Transfer Notice") and the Association, within thirty (30) days after receipt of the Restricted Transfer Notice, shall either grant approval in the manner set forth above or deny approval by furnishing notice of such denial to the Offeror, of the purchaser or transferee named in the Restricted Transfer Notice. In the event the Association denies approval of the purchaser or transferee named in the Restricted Transfer Notice, then the Offering shall not be consummated unless and until the Offeror submits another Transfer Notice or Restricted Transfer Notice to the Association and the new proposed purchaser or transferee is approved by the Association or, if not restricted by the Offeror in such Transfer Notice, the Association furnishes a substitute purchaser or transferee in the manner set forth above. Failure of the Association to grant Approval; or, in the case of a Transfer Notice which is not a Restricted Transfer Notice, to furnish a substitute purchaser or transferee; or, in the case of a Restricted Transfer Notice, to deny Approval within thirty (30) days after the Restricted Transfer Notice is received, shall constitute Approval, and the Association shall be required to prepare and deliver to the purchaser or transferee named in the Transfer Notice or the Restricted Transfer Notice, as the case may be, a written Approval in recordable form signed by two (2) officers of the Association.

BK 17395P60371

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8000 PETERS ROAD
PLANTATION, FL 33324

Return to Courtroom 1000

BK 7395P60372

11.6.2 Lease. No unit owner may lease his unit unless at lease one (1) of the intended tenants is fifty-five (55) years of age or older at the time of the occupancy, and such unit owner shall submit an age verification form to the Association prior to the effective date of the lease which sets forth the ages of the intended tenants. The Board, however, shall have the right, in its sole discretion, to waive this requirement based upon criteria in accordance with the provisions set forth in Paragraph 8.1 hereof, but not if more than twenty percent (20%) of the units will not have at lease one (1) occupant fifty-five (55) years of age or older.

11.6.3 Proviso. The provisions as set forth herein shall control the sale, lease and conveyance of any unit notwithstanding any provision to the contrary until such time that this Section 11.6 shall be amended, or in the event of a repeal of the Fair Housing Amendments of 1988 (Public Law 100-430, approved September 13, 1988), Fair Housing Act, then 11.6 shall automatically be null and void and have no force or effect.

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RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

FRANK, FLASTER, EFFMAN & WEINBERG, P.A.
8000 PETERS ROAD
PLANTATION, FL 33324

Return contains errors

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 an 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.

- ~~~~~
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.

THIS IS NOT AN OFFICIAL COPY

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.

