

This instrument was prepared by:
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**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BRENTWOOD MANORS AT SUNRISE, PHASE II**

WHEREAS, the **Declaration of Covenants, Conditions and Restrictions** for **Brentwood Manors at Sunrise, Phase II**, has been duly recorded in the Public Records of Broward County, Florida, in Official Record Book **10194** at Page **54**; and

WHEREAS, the aforementioned Declaration was amended pursuant to the provisions of said Declaration by written agreement in accordance with Article VI, Section 3 of the Declaration and Chapter 617.0701, Florida Statutes.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration of Covenants, Conditions and Restrictions is a true and correct copy of the amendment as approved by the membership.

AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BRENTWOOD MANORS AT SUNRISE, PHASE II

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

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ARTICLE XV

SALES AND TRANSFERS

In order to maintain a community of congenial residents who are financially and otherwise responsible, including but not limited to, law abiding, and thus protect the value of Units, the transfer of Units by any Owner shall be subject to the following provisions:

Section 1. Transfers Subject to Approval.

(a) Sale. No Owner may dispose of any Unit or any interest in a Unit by sale without the prior written approval of the Association.

(b) Permanent Occupancy. The term "permanent" as utilized in this Article XV shall include, but not be limited to, any individual whose driver's license lists the unit as the home address, who receives mail regularly at the unit, or who intends to utilize the unit as a primary residence for any significant period of time. No Unit Owner may dispose of any possessory interest (including but not limited to roommates or additional family members) or permit any permanent occupant to occupy a Unit without the prior written approval of the Association. If any person shall acquire possession of a Unit or any possessory interest in a Unit, or begin occupying a Unit, the continued possession, and/or possessory interest and/or occupancy shall be subject to the written approval of the Association.

Section 2. Approval by Association.

(a) Notice to Association.

(1) Sale. A Unit Owner intending to make a bona fide sale of his Unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser, a fully executed copy of the complete proposed sales contract, along with any and all addenda, a completed application for sale and purchase (provided by the Association), a screening fee in the amount provided below and such other information concerning the intended purchaser and all proposed permanent occupants as the Association may reasonably require, including but not limited to, federal and state tax documentation, payroll documentation, investment documentation and other income and financial documentation. As part of this Notice, the intended purchaser and all proposed permanent occupants must schedule a personal interview with the Board or a Screening Committee selected by the Board of Directors. The prospective purchaser and all proposed permanent occupants must agree to a background investigation including, but not limited to, criminal history, credit and financial history, prior residential history and civil litigation history. In the event the prospective purchaser, or any family member, guest, or invitee of the prospective purchaser moves in without the prior written permission of the Association, the purchase application shall be deemed automatically withdrawn and the Association may take all necessary legal acts terminating this unauthorized occupancy, and in such event, the prospective purchaser and the Unit Owner shall be jointly and severally liable for the Association's costs and reasonable attorney's fees, through all appellate levels, whether suit be brought or not.

(2) Permanent Occupancy. A Unit Owner intending to give a bona fide possessory interest of the Unit or who intends to permit anyone to occupy the unit permanently (including but not limited to roommates or family members) shall give to the Association notice of such intention, together with the name and address of the intended permanent occupant, a completed application for permanent occupancy (provided by the Association), a screening fee in the amount provided below and such other information concerning the intended permanent occupant as the Association

may reasonably require. As part of this Notice, the intended permanent occupant must schedule a personal interview with the Board or a Screening Committee selected by the Board of Directors. The prospective permanent occupant must agree to a background investigation including, but not limited to, criminal history, prior residential history and civil litigation history. In the event the prospective permanent occupant moves in without the prior written permission of the Association, the permanent occupancy application shall be deemed automatically withdrawn and the Association may take all necessary legal acts terminating this unauthorized occupancy, and in such event, the prospective permanent occupant and the Unit Owner shall be jointly and severally liable for the Association's costs and reasonable attorney's fees, through all appellate levels, whether suit be brought or not.

(3) Failure to Comply. Any event purporting to transfer ownership or possession of a Unit which shall occur in violation of any of the provisions in this Declaration shall be void ab initio. Without limitation, any event transferring ownership by gift, devise or inheritance, or by any other manner not previously considered, must be in accordance with the above, and the continuance of ownership is subject to Association approval. The Association may take any and all legal acts as may be necessary to terminate any prohibited transfer or continued ownership or possession. The Association shall recover its costs and reasonable attorney's fees from the Owner and/or possessor of the Unit, jointly and severally, through all appellate levels, whether suit be brought or not.

(b) Certificates of Approval/Disapproval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and all documentation, information and fees required under this Article XV, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by any officer of the Association, in recordable form.

(2) Permanent Occupancy. If the proposed transaction is for a permanent occupant, then within thirty (30) days after receipt of such notice and all documentation, information and fees required under this Article XV, the Association must either approve or disapprove the proposed occupancy. If approved, the approval shall be stated in a certificate executed by any officer of the Association.

(c) Approval of Corporate Owner or Purchaser. Inasmuch as the Unit may be used only for residential purposes and a corporation or other non-natural person cannot occupy a Unit for such use, if the Unit Owner, or purchaser of a Unit is a corporation or any non-natural person, the approval of ownership and/or possession shall be conditioned upon all natural persons intending to occupy the Unit receiving prior written approval from the Association for such occupancy.

(d) Screening Fees. Every request for approval of a proposed sale or permanent occupant shall be accompanied by an approval fee, per applicant, in an amount to be determined from time to time by the Board of Directors. The approval fee shall be paid with the giving of the notice of transfer, and the notice of transfer shall not be complete unless and until the approval fee is paid. The timeframe for approval of the transfer shall not begin to run until all true, correct and completed documentation has been received, including any additional documentation or information reasonably requested by the Association, and the approval fee is paid. In the event payment of the approval fee is in a form other than cash, cashier's check, certified check, or money order, payment shall not be deemed received unless and until the funds have cleared.

Section 3. Disapproval by Association. If the Association shall disapprove a transfer of ownership of a Unit, the matter shall be disposed in the following manner:

(a) Sale. Disapproval for Good Cause. Approval of the Association for title transfers shall be withheld only upon a majority vote of the Board of Directors. The Board shall consider the following factors and may confer freely with counsel in reaching its decision. If the Board disapproves prospective purchaser(s) or occupant(s) for Good Cause, the Association shall have no duty to purchase the Unit or furnish an alternate purchaser, and the transaction shall not be made. The following may be deemed to constitute good cause for disapproval:

(1) The application for approval on its face, or subsequent investigation thereof, indicates that any of the prospective purchaser(s) or prospective occupant(s) intend to act in a manner inconsistent with the covenants and restrictions applicable to the community.

(2) Any of the prospective purchaser(s) or prospective occupant(s) has/have been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude; a criminal offense involving illegal drugs; or a criminal offense involving sexual battery, sexual abuse, or lewd and lascivious behavior, or any felony;

(3) The prospective purchaser(s) is/are financially unable to meet the obligations that are incumbent upon an Owner in the community; the purchase of the Unit is beyond the financial ability of the person(s) seeking approval; inquiry into the financial responsibility of the person(s) seeking approval indicates an inability to afford the mortgage, maintenance assessment and other Unit obligations in addition to other financial obligations not related to the Unit; or the person(s) seeking approval has/have a history of not paying monetary obligations, has/have a poor credit history, has/have a bad credit score; has/have foreclosure(s); or has/have filed bankruptcy.

(4) Any of the prospective purchaser(s) or prospective occupant(s) has/have a history of disruptive behavior or disregard for the rights and property of others as evidenced by conduct in other social organizations

or associations, or by conduct in this community as a tenant, occupant, guest or Owner;

(5) Any of the prospective purchaser(s) or prospective occupant(s) or the Unit Owner has/have failed to provide the information required to process the application in a timely manner; has materially misrepresented any fact or information provided in the application or screening process; has failed to pay the transfer/approval fee, or payment has been dishonored; has failed to make an appointment for or attend the personal screening; or has not agreed, failed to provide, or refused to release to the Association the background investigation.

(6) The Unit Owner requesting the transfer has had fines assessed against him or her which have not been paid, but subject to the Association's right to approve the transfer contingent upon payment; or,

(7) All Assessments and other Charges against the Unit have not been paid in full.

(8) Without limiting or altering the above, any of the prospective purchaser(s) or prospective occupant(s) has/have failed to meet any of the requirements set forth in this Article XV.

(b) Association Right of First Refusal. If the proposed transaction is a bona fide offer of sale, if the prospective purchaser and all prospective occupants have met all the requirements set forth in this Article XV, if Good Cause does not exist to disapprove the sale, then within thirty (30) days after the latter of: (1) receipt of such notice and all documentation, (2) occupant information, (3) interview, and (4) fees required by this Article XV, the Association shall deliver or mail by certified mail, return receipt requested, to the Unit Owner an agreement to purchase the Unit signed by a purchaser approved by the Association, or an agreement to purchase signed on behalf of the Association by its President and attested by its Secretary, in which event the Unit Owner shall sell the Unit to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, excepting that at the option of the named purchaser the purchase price may be paid in cash at closing.

(1) The sale shall be closed within thirty (30) days after delivery or mailing of the notice of Association's exercise of its right of first refusal and the agreement to purchase, or upon the date designated by the disapproved contract, whichever date shall be later.

(2) If the Association is not the purchaser, the Association shall execute a certificate of approval in recordable form, which shall be delivered to the purchaser furnished by the Association.

(3) If the Association shall fail to purchase or provide a purchaser and Good Cause does not exist to disapprove, or if the purchaser furnished by the Association shall default in his agreement to purchase and Good Cause

does not exist to disapprove, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, in recordable form.

(c) Permanent Occupant. If the proposed transaction is for a permanent occupant and the Association disapproves the permanent occupant application and/or the prospective permanent occupant, then the permanent occupancy shall not be permitted.

(d) Providing Alternate Purchasers or Owners. The Association shall neither have the duty to provide an alternate purchaser or Owner, nor shall it assume any responsibility for the denial of a sale or owner application, if the denial is based upon Good Cause, as defined above, or the provisions of this Article XV are complied with.

Section 4. Mortgagee Rights. Any other provision to the contrary herein notwithstanding, an Institutional Mortgagee holding a mortgage on a Unit may become an owner of that Unit through foreclosure or by deed in lieu of foreclosure without prior offer to or approval of the Board of Directors. However, any subsequent conveyances or transfers shall be subject to prior offer to or approval of the Board of Directors in accordance with this Article XV.

WITNESS my signature hereto this 27 day of August, 2020, at Sunrise, Broward County, Florida.

**BRENTWOOD MANORS PHASE II
HOMEOWNERS ASSOCIATION, INC.**

N. P. Francis Oran
Witness
N. P. FRANCIS-ORAN
(PRINT NAME)

By: *Howard Furr*
Howard Furr, President

Carol Self
Witness
CAROL SELF
(PRINT NAME)

Attest *Kathleen Moro*
Kathleen Moro, Secretary

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 27th day of August 2020, by Howard Furr and Kathleen Moro, as President and Secretary, respectively, of **Brentwood Manors Phase II Homeowners Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

Kimberly Velez (Signature)
KIMBERLY VELEZ (Print Name)
Notary Public, State of Florida at Large

