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DATE: 3/1/19

This instrument was prepared by:  
**KENNETH S. DIREKTOR, ESQ.**  
Becker & Poliakoff, P.A.  
1 East Broward Blvd., Suite 1800  
Ft. Lauderdale, FL 33301

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
CORAL LAKE TOWER**

WHEREAS, the **Declaration of Condominium** for **Coral Lake Tower** has been duly recorded in the Public Records of Broward County, Florida, in Official Record Book **5643** at Page **326**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Coral Lake Tower Association, Inc.**, a Florida not-for-profit corporation, held **February 6, 2019**, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the attached amendments to the Declaration of Condominium are a true and correct copy of the amendments as approved by the membership.

SEE ATTACHED AMENDMENTS

\* \* \* \* \*

WITNESS my signature hereto this 9<sup>th</sup> day of FEBRUARY, 2019, at Oakland Park, Broward County, Florida.

**CORAL LAKE TOWER ASSOCIATION, INC.**

*Orwig R. Hughes*  
Witness

Orwig R. Hughes  
(PRINT NAME)

*Marijke van der Plas*  
Witness

Marijke van der Plas  
(PRINT NAME)

By: *[Signature]*  
President

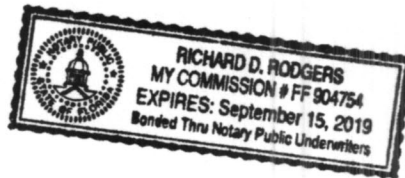
Attest *[Signature]*  
Secretary

STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of FEBRUARY 2019, by TOMAS MUNIZ and JERRY COOY, as PRESIDENT and SECRETARY, respectively, of **Coral Lake Tower 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.

*Richard D. Rodgers* (Signature)

Richard D. Rodgers (Print Name)  
Notary Public, State of Florida at Large



AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM  
OF CORAL LAKE TOWER

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

\* \* \*

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

\* \* \*

5.2 Common Elements.

\* \* \*

- 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 By-Laws. 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, not in his share of common expense whether or not the apartment owner contributes to the cost of such alteration or improvements. Notwithstanding the foregoing, if there is an existing rooftop lease agreement, additional equipment may be placed on the roof and the footprint of the leased space may be expanded upon the prior written approval of the Board of Directors.

\* \* \*

~~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 Transfers Subject to Approval.~~

- ~~A. Sale. No apartment owner may dispose of an apartment or any interest thereof by lease without the approval of the Association.~~
- ~~B. Lease. No apartment owner may dispose of any apartment or any interest thereof by lease without the approval of the Association. In addition, leasing will not be permitted for a period of one (1) year from the date of any change in ownership of an apartment. The one year period shall commence upon the recordation of a deed in the public records of Broward County, Florida or the issuance of a certificate of title or other instrument evidencing change of ownership.~~
- ~~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 of 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.~~

- ~~(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. A fee of Fifty (\$50) Dollars or the maximum amount permitted by law shall accompany all applications for approval for sale, lease or other transfer of any apartment.~~

- ~~(2) Lease. An apartment owner intending to make a bona fide lease of his apartment 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 lease as the Association may reasonable require, and an executed copy of the proposed lease. Any and all proposed lessees, including roommates of the demised unit, are subject to the written approval of the Association. Such approval of any and all proposed lessees is in the Association's sole discretion. Proposed lessees must submit a written application to the Association and be subject to a screening process, which may include, but is not limited to, credit, employment, and personal reference investigations.~~
- ~~(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. If the Association disapproves the transaction or ownership, the Association shall proceed as if it has 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 (30) 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 or Inheritance, Other Transfers. If the apartment owner giving notice has acquired title by gift, devise or 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.~~

~~G. Approval of Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential 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.~~

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

~~A. Sale. If the proposed transaction is a sale, the apartment owner shall be advised of the disapproval in writing and the sale shall not be made.~~



~~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 or Inheritance, Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, the apartment owner shall be advised of the disapproval in writing and the transfer shall not be made.~~

~~11.4 Mortgage. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company or a federal savings and loan association, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association, or may be arbitrarily withheld.~~

~~11.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer or to purchase by a bank, life insurance company or federal savings and loan association which acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquired its title. Neither shall such provisions require the approval of a purchase who acquires the title to an apartment at a duly advertised public sale with open bidding which provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale. During such period of time as a bank, life insurance company or federal savings and loan association shall hold title as a result of owning a mortgage upon the apartment concerned, the rent as to said apartment coming due under the recreation lease, if any, executed by the Association, shall abate and said title holder shall be relieved of all obligation with respect to said rent (including any unpaid rent accrued prior to its acquisition of title). Neither shall any of the provisions of this Section 11 apply to the sale or lease of any apartment unit by the Developer.~~

~~11.6 Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.~~

**11. CONVEYANCES, SALES AND TRANSFERS.** In order to insure the community of congenial residents and thus protect the value of the apartments, the sale and transfer of apartments by any owner shall be subject to the following provisions:

11.1 Transfers Subject To Approval. The following transfers shall be subject to prior written approval of the Board of Directors and any transfer undertaken without prior written approval of the Board of Directors shall be void:

- (a) All sales of apartments except judicial sales conducted pursuant to a judgment of foreclosure held by an Institutional First Mortgagee encumbering an apartment or public sales conducted by the Broward County Tax Collector resulting from the failure to pay real property taxes, subject to the limitations of applicable law.
- (b) All transfers by gift.
- (c) All transfers by devise or inheritance.
- (d) Any other transfer of title to or possession of an apartment or occupancy by a guest, including, but not limited to, leases.
- (e) All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee not to exceed the maximum amount permitted by the Condominium Act, as the same has been amended to date and as the same may be amended from time to time.
- (f) All transfers by lease shall also require, as a condition of approval, the payment of a security deposit to the Association in an amount to be determined by the Board of Directors, but not to exceed the maximum amount permitted by the Condominium Act, as the same has been amended to date and as the same may be amended from time to time.

11.2 Notice to Association. Prior to approving any transfer subject to approval hereunder, the Association shall be entitled to written notice of the transferor's intent to make the transfer with a copy of the documentation evidencing the intended transfer, including, but not limited to, a copy of the contract for sale in the case of a sale, a copy of the proposed lease in the case of a lease, a copy of the Letters of Administration for the Personal Representative of a deceased Owner's estate and such other documentation from the Probate Court file as the Board may reasonably require in the event of a transfer by devise, and a copy of any other documentation pertaining to a proposed transfer subject to approval hereunder which the Association may reasonably require, completed applications on forms prescribed by the Association, a personal interview with the proposed transferee(s) and any other intended occupants of the apartment, and such other and further information about the intended transferees or occupants as the Association may reasonably require.

11.3 Association's Election. Within thirty (30) days of receipt of the last of the information required pursuant to Section 11.2 above, the Association must either approve or disapprove the transfer. Failure



on the part of the Association to respond within said thirty (30) day period shall constitute automatic approval for the proposed transfer.

(a) Approval. In the event the Association approves any transfer subject to approval hereunder, the Association shall deliver to the transferor or the transferor's designee an executed certificate of approval, approving the transfer, executed by an authorized representative of the Association.

(b) Disapproval of Transfer of Title. In the event the Board of Directors disapproves a proposed sale or other transfer of title, unless good cause exists, as defined below, the Association must, within thirty (30) days of receipt of the last of the information provided pursuant to Section 11.2 hereof, provide the owner with an executed contract from the Association or another purchaser acceptable to the Association, which contract must provide for the purchase of the apartment on the same terms as were set forth in the original proposed contract for sale, which contract must provide for a closing date within thirty (30) days from the date it is delivered to the owner by the Association. If the conveyance or transfer was a gift, devise or inheritance, unless good cause exists, as defined below, the purchase price shall be determined by an appraiser selected by and at the expense of the substitute purchaser. If the apartment owner does not agree with the appraisal, the owner may select and pay for another appraisal and the purchase price shall be the average of the two appraisals. If the Association does not respond to the application within thirty (30) days, as set forth above, or the substitute purchaser provided by the Association does not close within thirty (30) days, as set forth above, the original transaction shall be deemed approved and the apartment owner may proceed to closing and shall be entitled to a Certificate of Approval as described in Paragraph (a) of this Section 11.3.

If good cause exists for the Association to disapprove a proposed sale, conveyance or transfer by gift, devise or inheritance, the Association shall not be obligated to purchase or provide a substitute purchaser for the apartment. Good cause shall be defined to include the following:

(1) The applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because the use, occupancy and/or ownership of the apartment and/or the Common Elements by the applicant, as disclosed in the screening process, will violate the

restrictions on use, occupancy or ownership set forth in this Declaration or the rules and regulations, or;

- (2) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons at any time or has been convicted of any other felony within the ten (10) years preceding the date of application; or
- (3) For transfers by sale, the person seeking approval intends to purchase the apartment without paying at least twenty percent (20%) of the purchase price, excluding closing costs, in cash or in some form that would result in a first mortgage secured by the apartment with a loan to value ratio (based upon the bona fide sale price) in excess of eighty percent (80%); or
- (4) The applicant has a credit score of less than seven hundred (700) from a nationally recognized credit reporting agency or a comparable credit score from a similar credit reporting agency in another country; or
- (5) The applicant takes possession of the apartment prior to approval by the Association as provided for herein; or
- (6) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this Condominium as a guest, owner or occupant of an apartment or based upon information provided from other sources; or
- (7) The applicant fails to comply with the requirements of Section 11.2 hereof; or
- (8) No transfer of title will be approved if, at the time of the closing, the apartment is delinquent in the payment of any financial obligation to the Association under this Declaration or under any of the governing documents or the applicable Statute, or if the apartment is in violation of any provision of this Declaration or the rules and regulations which remains uncured at the time the Association is required to make its election hereunder.

(c) Disapproval of Lease or other Transfer of Possession or Guest Occupancy. In the event any application to approve a lease or other transfer of possession or guest occupancy is disapproved, the proposed transferee or proposed occupant shall not take possession or otherwise occupy the Unit.

11.4 Mortgage Approval and Subordination. All liens against an apartment, other than a first mortgage recorded before the Association's claim of lien, shall be subordinate and inferior to the Association's lien for Assessments, regardless of the date of recordation of the Association's claim of lien, except to the extent otherwise required by law. Any first mortgage liens or other liens which become first mortgage liens which involve an outstanding balance which exceeds eighty percent (80%) of the fair market value of the apartment at the time the mortgage is recorded shall be subordinate and inferior to the Association's claim of lien to the extent the mortgage balance exceeds eighty percent (80%) of the fair market value of the apartment at the time of recordation of the mortgage.

11.5 Exceptions. The foregoing provisions of this section shall not apply to a transfer to or purchase by a bank, life insurance company or federal savings and loan association which acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

\* \* \*