

THIS INSTRUMENT WAS PREPARED BY:
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POMPANO BEACH, FLORIDA 33064

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
COUNTRY CLUB TOWER OF CORAL SPRINGS**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Country Club Tower of Coral Springs, as described in Official Records Book 6408 at Page 454 of the Public Records of Broward County, Florida was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 27th day of October, 2022, at Coral Springs, Broward County, Florida.

Witness: Joseph Sharkin

Print: JOSEPH SHARKIN

Witness: Loretta Pisano

Print: Loretta Pisano

By: Jerome G Rubin, President

Print: Jerome G Rubin

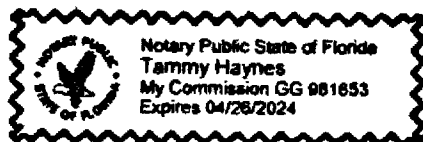
Attest: Dorothy Izone, Secretary

Print: DOROTHY IZONE

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 October, 2022, by Jerome G Rubin as President and Dorothy Izone as Secretary of Country Club Tower of Coral Springs Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced FL Driver License as identification and did take an oath.

My Commission Expires:



BY: [Signature]
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

Tammy Haynes
Printed Name of Notary Public

**AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
COUNTRY CLUB TOWER OF CORAL SPRINGS**

Article XX of the Declaration of Condominium is amended to read as follows:

XX MAINTENANCE AND REPAIR BY OWNERS OF APARTMENTS

Every owner must perform promptly all maintenance and repair work within his APARTMENT which, if omitted, would affect COUNTRY CLUB TOWER OF CORAL SPRINGS in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liability which his failure to do so may engender. The owner of each APARTMENT shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, ducts, conduits, fixtures and outlets, including condensate/discharge lines, serving only the apartment, wherever located; stoves, refrigerators, fans or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his APARTMENT and which may now or hereafter be situated in his APARTMENT. Such owner shall further be responsible and liable for maintenance, repair and, replacement of any and all wall, ceiling and floor interior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place or maintain in his APARTMENT. Wherever the maintenance repair and replacement of any items for, which the owner of an APARTMENT is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by ASSOCIATION, the proceeds of the insurance received by ASSOCIATION, or the Insurance Trustee hereinafter designated, shall be used for the purpose of making such maintenance, repair or replacement, except that the owner of such APARTMENT shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. The floor and interior walls of the balcony attached to his APARTMENT shall be maintained by the owner at his expense. Notwithstanding anything contained in this Declaration to the contrary, the Association, its contractors, agents and employees are not liable or responsible for any loss or damage to any decoration, finish, or personal property within the APARTMENT, or any modification, alteration, or addition to the APARTMENT made by the owner, arising out of or concerning the Association's maintenance, repair, replacement, or protection obligation or the Association's obligation to repair or replace in the event of a casualty, unless the negligence or willful misconduct of the Association, its contractors, agents, or employees was the sole, exclusive and direct cause of such loss or damage. In addition, the Association, its contractors, agents and employees are not liable or responsible for any loss or damage caused to an APARTMENT when the damages arise from the negligence or intentional misconduct of another owner, the owner's family, tenants, guests, or invitees. All

maintenance, repair, replacement, or protection of, in, or to any APARTMENT and limited common elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair, replacement, or protection of: screens and frames; windows and frames, including all operating mechanisms and hardware; the entrance door (except the painting of the exterior) and all other doors within or affording access to an apartment and their frames, including all hardware; electrical fixtures, conduits, wires, breakers and connections serving only the apartment, wherever located; plumbing fixtures, conduits, pipes and connections serving only the apartment, including branch lines, wherever located, and shower pans; water heaters; built-in cabinets; all interior surfaces and the entire interior of the APARTMENT lying within the boundaries of the APARTMENT or other property belonging to the owner, must be performed by the owner at the owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. The obligation to maintain and repair any equipment, fixture, or other item of property which serves or services only a particular APARTMENT is the responsibility of the applicable APARTMENT owner, individually, and not the Association, without regard to whether such items are included within the boundaries of the APARTMENT. Such equipment, fixture, or other item is deemed a limited common element, even if not expressly so provided in this Declaration. The owner must also maintain, repair, replace and protect, at the owner's sole cost and expense, all portions of any properly approved hurricane shutter that the owner may install, including such portion of the common elements, if any, to which the hurricane shutter is attached, which cost and expense also includes the cost and expense of removing and/or reinstalling the hurricane shutter by the Association, if necessary or required in order for the Association to maintain, repair, replace or protect the common elements or Association Property. In the event the hurricane shutter is attached to any common element, the common element to which the hurricane shutter is attached will become a limited common element appurtenant to that APARTMENT for so long as any portion of the hurricane shutter remains attached to the common elements, whereupon the maintenance, repair, replacement and protection of such limited common element will be the responsibility of the owner. Each owner must maintain the APARTMENT in good condition, including pest control unless assumed by the Association, in accordance with the as-built plans and specifications, and modifications thereto approved by the Board. When an owner has made a modification to the original, as-built plans of the APARTMENT, whether structural, non-structural, cosmetic, or decorative, the owner will be responsible for the expense of removing and replacing such modifications when the removal of such modifications is reasonably necessary in order to maintain, repair, replace, or protect the common elements, limited common elements, Association property, the APARTMENT, or other APARTMENTS. Notwithstanding the above, the Association, through the Board of Directors, has the authority to determine when windows must be replaced, the style of windows and to replace all windows and frames, including operating mechanisms and hardware, without the prior approval, consent, or vote of the owners, as a common expense. Glass enclosures or partitions that were not installed as part of the original construction, such as balcony enclosures (if permitted as provided elsewhere in the Condominium Documents) are not the responsibility of the Association and are the responsibility of the affected APARTMENT owner. The owner is responsible for the expense of removing and replacing decorations to or finishes on wallboard and concrete surfaces installed as part of the original construction of the APARTMENT or the limited common elements appurtenant

to the APARTMENT (including, but not limited to, floor, wall and ceiling coverings of any kind) when the removal of such decorations or finishes is reasonably necessary in order to maintain, repair, replace, or protect the common elements, limited common elements, Association property, the APARTMENT, or other APARTMENTS. Notwithstanding anything to the contrary, whenever an owner's maintenance and repair responsibility requires the owner to perform work outside the boundary of the APARTMENT, the Board may determine that the Association, rather than the owner, will perform the work, although the cost of such work will remain the sole and exclusive expense of the owner, if the Board believes the common elements, limited common elements, the APARTMENT, or other APARTMENTS will be better served by having the Association perform the work. In the event the Board determines to perform the work, the cost therefor, including all professional fees, permits and any and all other expenses arising out of or concerning the work, is an assessment against the APARTMENT and the personal obligation of the APARTMENT owner secured by a lien against the APARTMENT and collected as any other assessment. Insurance proceeds, if any, paid to the Association with respect to any loss or damage within the APARTMENT or limited common elements that is covered by the Association's casualty insurance and which loss would otherwise be borne by the owner will, to the extent of the actual damages suffered (with any surplus to be retained by the Association as common surplus), be paid to the owner after the work has been completed and invoices have been submitted verifying the costs of repair.

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.