

I HEREBY CERTIFY THAT THIS MICROPHOTOGRAPH IS A TRUE COPY OF THE ORIGINAL DOCUMENT AND WAS MICROFILMED IN THE REGULAR COURSE OF BUSINESS, AND THAT THE PHOTOGRAPHIC PROCESSES USED FOR MICROFILMING WERE ACCOMPLISHED IN A HANDED AND ON MICROFILM WHICH MEETS THE RECOMMENDED REQUIREMENT OF THE AMERICAN NATIONAL STANDARDS INSTITUTE FOR PERMANENT MICROPHOTOGRAPHIC RECORDS.

DATE MICROFILMED 1/19/72 COURTHOUSE TOWER
LOCATION

Paul Rader
CAMERA OPERATOR

DEPUTY CLERK, CIRCUIT COURT

FILE 15499M4209

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CERTIFICATE OF AMENDMENT
TO

BY-LAWS OF THE TOWERS OF KEY BISCAYNE, INC.

The undersigned President and Secretary of THE TOWERS OF KEY BISCAYNE, INC., a Florida corporation not for profit, hereby certify that the following amendments to the By-Laws to THE TOWERS OF KEY BISCAYNE, INC., a condominium established according to its Declaration thereof, recorded in Official Records Book 7850 at Page 375 of the Public Records of Dade County, Florida, have been duly adopted by the board of Directors of the Association on March 16th, 1972, all in accordance with the provisions of Article 57 of the By-Laws of THE TOWERS OF KEY BISCAYNE, INC.:

RESOLVED, that Article 51 of the By-Laws of The Towers of Key Biscayne, Inc. be amended to read as follows:
(This is a substantial rewording of the by-law. See Article 51 for present text.)

1) TRANSFER BY SALE OR LEASE

The closing of every contract for sale or lease of a unit shall be subject to and conditional upon, the issuance of a Certificate of Approval by the Board. The proposed seller or lessor shall submit a Notice of Intention and an Application for Approval with an established fee, on a form prepared by the Board. The submission of the Notice and Application shall constitute a warranty and representation by the owner that the owner believes the transaction to be bonafide and the stated facts to be true. The Board shall investigate the identity, address, character, background, financial status, and references of the applicant, the use to which the apartment will be put, and any other facts or aspects which the Board deems to be relevant. The application shall be submitted at least thirty (30) days before the proposed day of closing. A closing consummated without such approval shall not constitute a valid transfer of real property under Florida law, and any purported deed or lease thereunder shall not be recordable in the Public Records Office of the Dade County Courthouse. Depending upon the circumstances, additional charges may be incurred. A unit owner shall not sell or lease unless all past due assessments are paid, or provided for, to the satisfaction of the Association. A unit owner who leases, shall remain liable for the performance of his obligations under the condominium documents and shall be liable for violations by his lessee. Each purchaser and lessee shall be subject to the condominium documents, Association By-Laws, and Rules and Regulations. A copy of each executed conveyance shall be delivered to the Board as soon as possible after the closing.

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DATE MICROFILMED 1/19/72 COURTHOUSE TOWER
LOCATION

Paul R. Kuhn
DEPUTY CLERK, CIRCUIT COURT

REC. 1549974210

2) LEASES AND RENTALS:

A unit shall be leased no more than once during every calendar year. A lease shall not be made for a term of less than one continual rental period of ninety (90) days. Any Unit Owner violating these rules will be subject to immediate injunctive action by our attorney. A Unit Owner, during the term of rental of his or her apartment, shall not be entitled to the use of the facilities which generally are permitted to Unit Owners. A lessee cannot sublease or assign his lease. No assignments of lease or sublease or sub-rentals of any kind, type or duration shall be valid. No subtenants will be recognized by the Board. A lessee shall not permit any premises to be used by a purported guest in residence while the lessee is not in residence, and any such purported guest shall not be recognized as a valid guest by the Board.

3) GUESTS IN RESIDENCE:

Owners not in residence must notify the Association in writing at least two (2) days prior to arrival of guests, stating in writing the relationship, length of stay. Guests shall register with the Office. An owner or lessee is permitted to bring guests during his own presence on the premises. The number of such persons, and the extent of their utilization of the services, must constitute a reasonable use of the facilities. A purported lessee or purported guest, who is present in violation of the Rules or Regulations, and is not a proper lessee or guest, or who has not had proper identification supplied to the Manager or the Board, shall constitute a trespasser on the premises, who may be removed by the Police Department.

4) Prospective purchasers and lessees will be interviewed by a representative or representatives of the Association and advised of its approval or disapproval within a three (3) week period of time. No occupancy or use of the Association's facilities will be permitted prior to approval.

5) No lease to a corporation is permitted. No lease may be reassigned; no unit may be sublet.

6) An owner of a condominium unit and his lessee (in the case where a condominium unit is leased out) or his guests (in cases where a guest is occupying the unit in the owner's absence) shall be jointly and severally liable for all damages of any kind whatsoever, including court costs and a reasonable attorney's fee incurred by the condominium Association as a result of such tenant or guests failing to abide by the condominium's Declaration of Condominium By-Laws, Articles of Incorporation, or the Condominium Rules and Regulations or for such tenant or guest failing to comply with any of the provisions of the Florida Condominium Act or Florida Residence Landlord Tenant Act.

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DATE MICROFILMED 1/17/92 LOCATION COURTHOUSE TOWER
CAREX OPERATOR Ronald Padua
DEPUTY CLERK, CIRCUIT COURT

REF: 15499M4211

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the corporate seal of office this 27th day of April, 1992.



Alfred J. Ravelli
ALFRED J. RAVELLI, President

Maxine S. Ellend
MAXINE S. ELLEND, Secretary

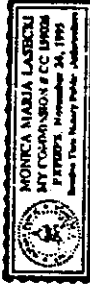
SIXTH OF FLORIDA)
COUNTY OF DADE) ss

BEFORE ME, the undersigned authority, this day personally appeared ALFRED J. RAVELLI, President, and MAXINE S. ELLEND, Secretary, of THE TOWNS OF KEY BISCAYNE, INC., a Florida corporation not for profit, and known to me to be the persons who, as such officers, executed the foregoing Certificate and who acknowledged before me that they executed the same as such officers of said corporation, they produced their driver's licenses as identification - they did not take an oath, and that the seal affixed to said Certificate is the true and genuine seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 27th day of April, 1992.

Monica Maria Lasceli
Notary Public, State of Florida
at Large

My Commission Expires:



NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: FEBRUARY 24, 1995
BORNED THRU NOTARY PUBLIC UNDERWRITERS

Notary Seal
of Dade County, Florida
Records Viewing
Clerk of Circuit & County
Courts

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