

DEPUTY CLERK, CIRCUIT COURT

1645961589

**CERTIFICATE OF AMENDMENT
TO BY-LAWS
OF THE TOWERS OF KEY BISCAYNE, INC.**

94R368870 1994 AUG 02 07:21

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 April 21, 1994, 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:

1). TRANSFER BY SALE OR LEASE:

The closing of every contract for sale or lease of a unit shall be subject to and conditioned 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 bona fide 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 of Dade County, Florida. 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,

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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. The Association shall charge an Approval Fee of \$75.00 in connection with any sale or lease of a condominium unit. However, if the lease is a renewal of a lease with the same lessee, no charge shall be made. All approval fees are subject to change not to exceed the limits established by Florida Statute 718.

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. 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 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. A \$500.00 refundable security deposit shall be retained by the Association until the termination of the lease at which time said deposit shall be returned provided no damages or monetary violations have been incurred for common areas and document infractions.

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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 relationship and 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 and 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, and 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 their 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.

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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 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 Residential Landlord and Tenant Act.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the corporate seal of office this 14th day of July, 1994.

Alfred J. Ravelli
 ALFRED J. RAVELLI, President
 1121 Crandon Boulevard
 Key Biscayne, FL 33149

RECORDED BY OFFICIAL RECORDER
 OF DADE COUNTY, FLORIDA
 RECORD VERIFIED
 HARVEY RUMIN,
 Clerk of Circuit & County
 Courts

Beatrice Gray
 BEATRICE GRAY, Secretary
 1121 Crandon Boulevard
 Key Biscayne, FL 33149

STATE OF FLORIDA)
 : ss
 COUNTY OF DADE)

BEFORE ME, the undersigned authority, this day personally appeared ALFRED J. RAVELLI, President, and BEATRICE GRAY, Secretary, of THE TOWERS 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 14th day of July, 1994.

Monica Maria Lascki
 Notary Public, State of Florida at Large
 Monica Maria Lascki
 Printed name of Notary Public

My Commission Expires:

WP: TXB.COA

