

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

**THIS CERTIFICATE OF AMENDMENT** is executed this 28<sup>th</sup> day of August, 2005, by **THE TOWERS OF KEY BISCAYNE, INC.**, a Florida not for profit corporation, (hereinafter referred to as "Association").

**RECITALS**

**A.** The Association has been established for the operation of The Towers of Key Biscayne Condominium, in accordance with the Declaration of Condominium and related documents which were recorded August 16, 1972, in Official Records Book 7850, Page 375, of the Public Records of Miami-Dade County, Florida, and as subsequently amended (the "Declaration").

**B.** An amendment was proposed to Article 53 of the Association's By-Laws in accordance with the provisions of Article 57 of the By-Laws at a duly noticed Meeting of the Board of Directors held on the 13<sup>th</sup> day of July, 2005, (the "Meeting").

**C.** The proposed amendment to Article 53 of the By-Laws was approved at the Meeting by a vote of at least a three-fifths (3/5's) of the entire Board of Directors in accordance with the provisions of Article 57 of the By-Laws.

**NOW, THEREFORE**, the Association does hereby state the following:

- 1.** The foregoing recitals are true and correct and are incorporated herein by reference.
- 2.** New language is indicated by underscored type.
- 3.** Article 53 of the By-Laws, entitled "RESPONSIBILITY FOR REPAIR AND MAINTENANCE OF AN APARTMENT", is hereby amended as follows:

53. The interior and all parts thereof of a condominium unit shall be kept in a good condition and repair at all times by and at the expense of the owner thereof and shall be maintained in a clean and safe condition and free of nuisance or commission of waste. Each owner of a condominium unit will promptly comply with any requirements of the insurance underwriters of the condominium. Any

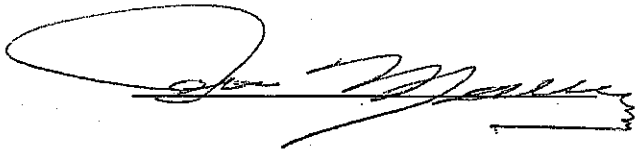
failure to repair or replace within the walls of the condominium unit as may be required for good and proper and safe maintenance thereof and which endangers, or impairs the value of, the condominium or its common elements, may be repaired or replaced by the corporation at the expense of the unit owner, to be collected by special assessment as heretofore provided, which assessment may include the cost of the corporation in and about the abatement of any nuisance kept and maintained by the unit owner therein; and a right of entry is granted to the corporation in and to any unit to inspect same and/or make repairs or replacements thereto as may be required hereunder. Notwithstanding the foregoing, or any provision to the contrary contained in these By-Laws, clothes dryers shall not be vented into the walls or into the air.

All other sections of Article 53 remain unchanged.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seal this 24 day of ~~July~~, 2005.

August  
Signed in the presence of:

**THE TOWERS OF KEY BISCAYNE, INC.**



Print Name: JOE MAURA

BY: Eleanor Weingast  
Eleanor Weingast, President

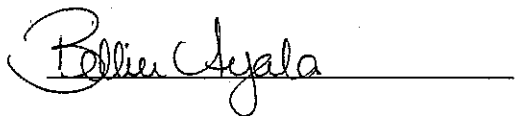


Print Name: Bellice Ayala



Print Name: JOE MAURA

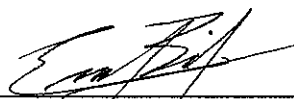
BY: Mario Lopez  
Mario Lopez, Secretary



Print Name: Bellice Ayala

STATE OF FLORIDA )  
 )§:  
COUNTY OF MIAMI-DADE )

~~July~~<sup>August</sup>The foregoing instrument was acknowledged before me this 24 day of ~~July~~, 2005, by Eleanor Weingast as President and Mario Lopez as Secretary, respectively of THE TOWERS OF KEY BISCAYNE, INC., a Florida not for profit corporation, on behalf of the corporation. They (who are personally known to me)/(who have produced \_\_\_\_\_ as identification) and (did)/(did not) take an oath.

  
\_\_\_\_\_  
Signature of Notary  
My Commission Expires:

**PREPARED BY:**  
Roberto C. Blanch, Esquire  
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