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 MIAMI-DADE COUNTY, FLORIDA

**PREPARED BY:**

Jonathan M. Mofsky, Esquire  
 SIEGFRIED, RIVERA, HYMAN, LERNER,  
 DE LA TORRE, MARS & SOBEL, P.A.  
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**CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF  
 THE TOWERS OF KEY BISCAYNE, INC.**

**THIS CERTIFICATE OF AMENDMENT** is executed this 30<sup>th</sup> day of May, 2017, 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, at Page 375, of the Public Records of Miami-Dade County, Florida, and as subsequently amended (the "Declaration").

**B.** The By-Laws of the Association are attached to the Declaration as Exhibit "G", which were recorded August 16, 1972, in Official Records Book 7850, at Page 438, of the Public Records of Miami-Dade County, Florida, and as subsequently amended (the "By-Laws").

**C.** Amendments were proposed to amend Section 2 of Article 51 of the By-Laws and to add a new paragraph to Article 49 of the 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 15<sup>th</sup> day of December, 2016 (the "Meeting").

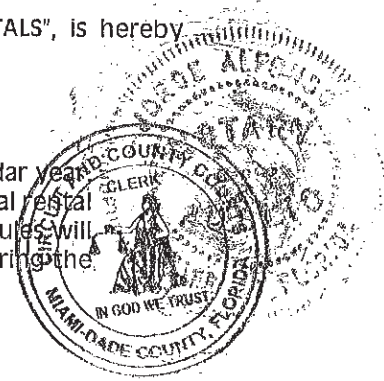
**D.** The proposed amendment was approved at the Meeting by a vote of at least three-fifths (3/5's) of the entire Board of Directors in accordance with the provisions of Article 57 of the By-Laws.

**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. Deleted language is indicated by ~~struck through~~ type.
3. Section 2 of Article 51 of the By-Laws, entitled "LEASES AND RENTALS", is hereby amended as follows:

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 of the equivalent of one month's rent or \$2,500.00, whichever is less, 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. In connection with the leasing of a unit, the Board shall have the right to require that Unit Owners and their lessees execute a standard Lease Addendum as promulgated by the Board from time to time. In addition to other provisions which may be adopted by the Board, the standard Lease Addendum may provide that Unit Owners leasing their units shall be deemed to irrevocably appoint the Association their agent or attorney-in-fact in their place and stead to terminate the tenancy of any lessee who violates any conditions of the Association's Declaration, By-Laws, Articles of Incorporation and Rules and Regulations as all may be amended from time to time (the "Association's Governing Documents"). The determination of whether a violation has occurred shall be within the sole discretion of the Board. The Unit Owner shall be liable for all costs and reasonable attorney's fees incurred by the Association in connection with the termination of the lease or tenancy and the eviction of the lessee. This provision shall not obligate the Association to commence such proceeding and shall not relieve the Unit Owner of his obligation to terminate the lease and evict the lessee for any violations of law or the Association's Governing Documents. The standard Lease Addendum may further provide that if the Unit Owner is delinquent in the payment of any regular or special assessments due to the Association, the Association shall have the authority to directly collect the rental payments from the Unit Owner's lessee. Such rental payments shall be collected and applied in accordance with the procedures established by the Board.

All other sections of Article 51 remain unchanged.

4. Article 49 of the By-Laws, entitled "ASSESSMENTS", is hereby amended to add a new paragraph as follows:

All of the following language is new language.

Notwithstanding anything in the Declaration or these By-Laws to the contrary, Common Expenses as defined in Section 2.5 of Paragraph 2 of the Declaration shall be deemed to include the following expenses incurred in connection with a hurricane, fire, burst or broken water pipe(s), flood or other emergency event or in connection with a special event as determined by the Board of Directors from time to time: food and beverages (excluding alcohol) for employees during extended working hours that are above and beyond their normal hours of work provided that: (1) such expenses do not exceed \$500.00 per incident, with the exception of extenuating circumstances related to a hurricane; and (2) such expenses are approved in advance by the manager and no less than (3) members of the Board of Directors.



All other language in Article 49 remains unchanged.

The undersigned have executed this Certificate of Amendment this 30<sup>th</sup> day of May, 2017.

Signed in the presence of:

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

[Signature]  
Print Name: CARMELO LAKATIS

By: [Signature]  
Martin Pinilla, President

Print Name: Laura Garcia

By: [Signature]  
Norma Blum, Secretary

[Signature]  
Print Name: ARMEN LAKATIS

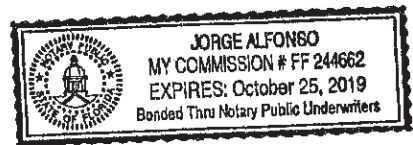
Print Name: Laura Baccia

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of May, 2017, by Martin Pinilla as President and Norma Blum as Secretary, respectively of THE TOWERS OF KEY BISCAVNE, INC., a Florida not for profit corporation, on behalf of the corporation. They (who are personally known to me)/(who have produced n/a as identification) and (did)/(did not) take an oath.

[Signature]  
Signature of Notary  
My Commission Expires:

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STATE OF FLORIDA, COUNTY OF DADE  
I hereby certify that the date is a true copy of the  
Original as shown to this Office and  
JUN 07 2017  
WITNESSE MY HAND AND SEAL  
HARVEY BOWEN, CLERK OF COURT and County Courts  
By JOHN BLUM 13301085 D.C.

