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MONROE COUNTY
OFFICIAL RECORDS
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DANNY L. KOLHAGE, CLERK

CERTIFICATE OF AMENDMENT
TO
THE DECLARATION OF CONDOMINIUM,
BY-LAWS AND
ARTICLES OF INCORPORATION,
OF
TRADE WINDS WEST CONDOMINIUM, INC.

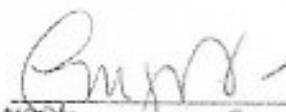
WHEREAS, the Declaration of Condominium of Trade Winds West Condominium, Inc. was duly recorded in Official Records Book 885 at Page 1822 of the Public Records of Monroe County, Florida; and

WHEREAS, the Articles of Incorporation, and By-Laws of Trade Winds West Condominium, Inc. (the "Association") were attached as Exhibits to the aforementioned Declaration of Condominium; and

WHEREAS, at a duly called and convened annual meeting of the membership of the Association held on February 1, 1999 the amendments to the Declaration of Condominium, By-Laws and Articles of Incorporation as set out in Exhibit "A" attached hereto and incorporated herein were duly approved by a vote of the membership in excess of that required by the pertinent provisions of said condominium documents.

NOW, THEREFORE, the undersigned hereby certifies that the amendments to the Declaration of Condominium, By-Laws and Articles of Incorporation as set out in Exhibit "A" attached hereto and incorporated herein are a true copy of the amendments as approved by the requisite percentage of the membership of the Association

WITNESS my signature hereto this 18th day of Feb, 1999 at Marathon, Monroe County, Florida.



James Phaneuf
President
Witnes

TRADE WINDS WEST CONDOMINIUM, INC.

BY: James Phaneuf

President
PRINT: JAMES PHANEUF (Seal)
ATTEST _____

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 18th day of February, 1999 by James Phaneuf the President of Trade Winds West Condominium, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced (F.D.C.) as identification and who did/did not take an oath.



My commission

Sheila Cantler (SEAL)
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE

Sheila Cantler
PLEASE PRINT OR TYPE NOTARY SIGNATURE

EXHIBIT "A"
AMENDMENTS
TO THE DECLARATION OF CONDOMINIUM,
BY-LAWS
AND
ARTICLES OF INCORPORATION
OF TRADE WINDS WEST CONDOMINIUM, INC.

(Additions shown by underlining; deletions shown by "--")

1. Amendment to Article 1 of the Declaration of Condominium to provide as follows:

1. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, as may be amended from time to time, hereinafter called the Condominium Act, the intention being, where a conflict exists between the Condominium Act and the provisions of this Declaration or the Articles of Incorporation or By-Laws of the Association, the provisions of the Condominium Act shall control.

2. Amendment to Article 2.5(b.) of the Declaration of Condominium to provide as follows:

b. Expenses of the leased recreational areas and facilities located upon the land subject to the 99 year lease a copy of which is attached as Exhibit "E". Common expenses also include rental on recreation area, taxes, special assessments and insurance for all common elements in the said leased recreational area. Although ~~(1) the recreational area rental is a fixed sum per apartment, to-wit--\$29.00 per-month-for-one (1)-bedroom-and-\$32.00-per-month-for-two (2)-bedroom-apartment~~ each apartment to bear one sixteenth (1/16th) of the total recreational area rental (Subject to adjustment as provided for in the lease; Exhibit "E", hereto), it is, nevertheless, a "common expense" and due from the Association as a total sum; thus, it differs only from other common expenses by its means of calculation. The term "common expenses" used throughout this Declaration includes such rental, unless otherwise provided.

3. Amendment to Article 5.1(b)(1) of the Declaration of Condominium to provide as follows:

(1) To maintain, repair and replace at his expense all portions of his apartment except the portions of his apartment to be maintained, repaired and replaced by the Association. Notwithstanding anything contained herein to the contrary, the apartment owner shall be responsible for the maintenance, repair and replacement of windows, doors and entryway decks to the unit. Any replacement thereof shall conform to the existing materials, style and color. Such shall be done without disturbing the rights of other apartment owners. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

4. Amendment to Article 6.2 of the Declaration of Condominium to provide as follows:

6.2 Interest, late charges, application of payments.

Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid. In addition to interest, all sums not paid on or before ten (10) days after the date when due shall be subject to an administrative late charge equal to the maximum rate allowed by law. All payments upon account shall be first applied to the administrative late charge, then to interest and then to the assessment payment first due.

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5. Amendment to Article 10.6 of the Declaration of Condominium to provide as follows:

~~Minors above the age of twelve years are permitted to occupy the premises. Such minors shall be closely supervised and care taken to insure that they do not become a nuisance to other residents. Minors under the age of twelve years are entitled to visit and Visitors of owners are entitled to temporarily occupy the premises a unit for non consecutive periods of up to ninety (90) days during the summer and winter seasons. For the purposes of this provision, the summer will be defined as that period from May 1 through August 30 of each year, and the winter shall be defined as that period from September 1 through April 30 of each year.~~

6. Amendment to Article 10.7 of the Declaration of Condominium to provide as follows:

10.7 No pets animals of any kind shall be kept on the in a condominium premises and, except one dog, cat, or bird whose weight will not exceed forty (40) pounds at full maturity. Aquariums with fish may also be kept, other than on the floor and Any permitted animal shall be kept on leash in common areas when outside of the condominium unit and the resident shall be solely responsible for cleaning up any waste or for any action of the animal which causes injury or damage.

7. Amendment to Article 11.2(a)(1) of the Declaration of Condominium to provide as follows:

11.2 Approval by Association. The approval of the Association that is required for the transfer or ownership of apartments shall be obtained in the following manner:

a. Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. ~~Such notice of the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchase of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.~~ An intended assignment or other transfer of a cooperative owners agreement shall be considered a sale within the meaning of this subsection.

8. Amendment to Article 11.2(a) to add Subsection (5) to the Declaration of Condominium to provide as follows:

(5) Transfer fee. In addition to the notification process described herein, each applicant (other than husband/wife or parent/dependent child, which are considered one applicant) shall pay a non refundable fee to the Association at the time notification is provided in accordance with this subsection. The amount of the fee shall be set by the Board of Directors, from time to time, but shall not exceed the highest fee allowed by law.

9. Amendment to Article 11.2(b)(2) of the Declaration of Condominium to provide as follows:

b. Certificate of approval.

(2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association, and delivered to the lessee and lessor. Such approval shall be conditional upon placing with the Association of a security deposit in an amount set by the Board of Directors, from time to time, but which shall not exceed the highest deposit allowed by law. The security deposit shall protect against damages to the common elements or Association property. The Association shall maintain a separate escrow account for such security deposits and payments of interest, claims against deposits, refunds, disputes shall be controlled by the provisions of Chapter 83, Florida Statutes, Part II.

10. Amendment to Article 11.2 to add Subsection d, to the Declaration of Condominium to provide as follows:

d. Guidelines for approval.

Approval of the Association may be withheld only if a majority of the whole Board so votes. The Board shall consider the following factors and may confer freely with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

(i) The person seeking approval has been convicted of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude, or has been charged with any such felonies and the person was not acquitted or the charges were not dropped;

(ii) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(iii) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium. By way of example, but not limitation, an owner allowing a tenant to take possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions;

(iv) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit, or in other situations;

(v) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

(vi) The unit owner requesting the transfer has had fines assessed against him or her which have not been paid; or

(vii) All assessments and other charges against the unit have not been paid in full.

If the Board disapproves a prospective purchaser, the Association shall have an optional right of first refusal to purchase the unit on the same terms and conditions as the offer of the disapproved purchaser or to provide an alternate purchaser. This right shall expire sixty (60) days after notice of disapproval is given. The closing shall take place within sixty (60) days of the Board's written notice to the owner of its intent to exercise the right to purchase or at such later date as the parties may agree. Should a transfer be rejected for good cause as discussed above, the Association's right of first refusal or to provide an alternate purchaser shall be optional. If good cause is not shown, the Association shall have a duty to exercise its right of first refusal or provide an alternate purchaser.

If an application for transfer raises a question in the Board's judgment, as to whether the stated transfer price is bona fide, the price to be offered shall be determined by taking the average fair market value established by two qualified real estate appraisers familiar with current condominium prices in Monroe County, one appraiser to be selected by the selling owner and the other selected by the Board. The cost of the appraisals shall be shared equally by the owner and the Association. Closing and

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transfer of the unit shall be within thirty (30) days from submission of the agreement to purchase by the Association or ten (10) days after the price is determined as provided above, whichever occurs later.

11. Amendment to Article 11.3(a) of the Declaration of Condominium to provide as follows:

11.3 Disapproval by Association. If the Association shall disapprove a transfer or ownership of an apartment, the matter shall be disposed in the following manner:

a. Sale. If the proposed transaction is a sale, the apartment owner shall be advised of the disapproval in writing, and the sale shall not be made, and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

12. Amendment to Article 11.4 of the Declaration of Condominium to provide as follows:

11.4 Mortgage. No apartment owner may mortgage his apartment nor any interest in it without the approval of the Association except to a bank, life insurance company, or a savings and loan association, or to a vendor to secure a portion or all of the purchase price where the original principal balance of the mortgage, and the balance of any other mortgage encumbering the unit when taken together exceed eighty percent (80%) of the fair market value of the Condominium unit at the time of the mortgage. The approval of any other mortgage may be upon conditions determined by the Association or may be arbitrarily withheld.

13. Amendment to delete Article 11.5 entitled "Exceptions" of the Declaration of Condominium as follows:

~~11.5-Exceptions-The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association that acquires its title as the result of creating a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagee, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with opening bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale. A transferee or purchaser acquiring title under one of the excepted transactions set forth above shall not be a member of the Association nor entitled to vote in the Association.~~

14. Amendment to Article 11.8 entitled "Unauthorized transactions" of the Declaration of Condominium to provide as follows:

11.85 Unauthorized transactions. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

15. Amendment to Article 12 of the Declaration of Condominium to add Section 12.4 to provide as follows:

12.4 Fines.

a. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a unit owner or the owner's guests, relatives or licensees, in the manner provided herein, and such fines shall be collectible as allowed by law.

b. The Board of Directors shall appoint the Manager or a Covenant Enforcement Committee who or which shall be charged with determining where there is probable cause that any of the provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation,

these By-Laws or the Rules and Regulations of the Association, are being or have been violated. In the event that the Covenants Enforcement Committee or the Manager determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice of not less than fourteen (14) days to the person alleged to be in violation, and the owner of the unit which that person occupies if that person is not the owner, or the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The owner shall be afforded at least fourteen (14) days notice prior to the scheduling of any hearing. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed One Hundred (\$100.00) dollars for each other maximum amount as may be allowed by law from time to time for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or unit owner may respond to the notice, within five (5) days of its sending, acknowledging in writing the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation. The right to terminate further enforcement shall apply only to the first violation.

(1) If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges, including any witnesses that the alleged violator, the unit owner, or the Association may produce. Any party at the hearing may be represented by counsel.

(2) Subsequent to any hearing or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence it may levy a fine for each violation in the amount provided herein.

(3) A fine pursuant to this section shall be assessed against the unit which the violator occupied at the time of the violation, whether or not the violator is an owner of the unit, and shall be collectible in the same manner as allowed by law. Nothing herein shall be construed to interfere with any right that a unit owner may have to obtain from a violator occupying his unit, payment in the amount of any fine or fines levied against that unit.

(4) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Association's documents, including but not limited to legal action for damages or injunctive relief.

16. Amendment to Article 13.2 of the Declaration of Condominium to provide as follows:

13.2 A resolution for the adoption of a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by: not less than a majority of the votes of all of the units.

a.—not less than 75% of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association and by all approved mortgagees; or

b.—not less than 80% of the votes of the entire membership of the Association and by all approved mortgagees; or

c.—until the first election of directors, only by all of the directors and by all approved mortgagees, provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

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17. Amendment to Article 16 of the Declaration of Condominium to provide as follows:

16. Anything contained in this Declaration of Condominium to the contrary notwithstanding, JAMES K. HOGAN and SALLY L. HOGAN, his wife, shall have the right to sell apartments owned by them without approval of the Association. JAMES K. HOGAN and SALLY L. HOGAN, his wife, reserve the right until all of the apartments presently owned by them are sold to execute on behalf of the Association Certificates of Approval approving persons for membership in the Association. Provided, however, JAMES K. HOGAN and SALLY L. HOGAN, his wife, shall exercise this right and use due care and diligence in approving persons for membership in the Association. The leased recreational areas described in Section 2.5(b) of this Declaration includes dock space for use by residents and guests. No boat with a length in excess of thirty-eight (38) feet shall be allowed. The Board of Directors shall have the authority to adopt and amend rules and regulations relating to the use of dock space (but not the maximum size) and to set suspendable rental rates which shall be charged to those utilizing dock space based upon the length of the vessel, but not less than five dollars (\$5.00) per foot per month. Board may establish guidelines for use of dock space without compensation on a short term basis. The Board may differentiate between owners and renters as it relates to rental rates and guest use of dock spaces without charge.

ARTICLES OF INCORPORATION

18. Amendment to Article 9.2 of the Articles of Incorporation to provide as follows:

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Corporation. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be by not less than a majority of all of the units.

a. ~~such approvals must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Corporation;~~
or

b. ~~by not less than 83% of the votes of the entire membership of the Corporation.~~

BYLAWS

19. Amendment to Article 2, Section 1 of the By-Laws to provide as follows:

Section 1. NUMBER AND TERM: The number of Directors which shall constitute the whole Board shall be ~~not less than three (3) nor more than thirteen (13).~~

At the first election of the Directors to be held following the effective date of the amendment to this Section, the two (2) candidates receiving the greatest number of votes shall be elected for a two (2) year term and the candidate receiving the third (3rd) highest vote total will be elected to a one (1) year term. Thereafter, all Directors shall be elected for a two (2) year term, the purpose of this provision is to establish staggered terms to ensure continuity.

~~Upon the sale of 50 percent of the apartment units contained within the condominium, the first meeting of members will be held for the purpose of electing a Board of Directors. Such Board so elected shall have 30 days within which to familiarize themselves with the operation of the Association and assume control of the Association. Until succeeded by Directors to be elected at such election, Directors need not be members; thereafter, all Directors shall be members. Within the limits above specified, the number of Directors shall be determined by the members at the first meeting in which they~~

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~~are entitled to elect directors and at all subsequent annual meetings. All Directors elected by the members shall be elected to serve for the term of one (1) year or until their successors shall be elected and shall qualify.~~

20. Amendment to Article 5, Section 2(A) of the By-Laws to provide as follows:

~~A. Upon the sale of 50 percent of the apartment units contained within the condominium, the first annual meeting of the members will be held for the purpose of electing a Board of Directors. Such Board so elected shall have 30 days within which to familiarize themselves with the operation of the Association and assume control of the Association. Thereafter, the annual meetings of the membership shall be held on the first day of February of each year. The Annual Meetings of the membership shall be held on the first Saturday in February of each year.~~

21. Amendment to Article 5, Section 2(C) of the By-Laws to provide as follows:

All annual meetings shall be held at the hour of 2:00 p.m.; 10:00 a.m.

22. Amendment to Article 11, Sections A and B of the By-Laws to provide as follows:

These By-Laws may be amended in the following manner:

Notice of the subject matter of a proposed amendment shall be included in a notice of any meeting at which a proposed amendment is considered.

A resolution adopting a proposed amendment may be proposed either by the Board of Directors of the Association or by a petition signed by ten percent (10%) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is directed to the Secretary at or prior to the meeting. ~~To become effective, the following must occur: approval of the amendment must be by not less than a majority of the votes of all of the units.~~

~~A. Approval of the proposed amendment by affirmative vote of a majority of the Board of Directors and by not less than 60 percent of the votes of the entire membership of the Association, or~~

~~B. By not less than 70 percent of the votes of the entire membership of the Association, and when adopted as set forth in either of the procedures outlined in the preceding two paragraphs, a copy of such amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to these By-Laws, which Certificate shall be executed by the Officers of the Association with the same formalities of a Deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Monroe County, Florida.~~

MONROE COUNTY
OFFICIAL RECORDS