

This instrument was prepared by
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**CERTIFICATE OF AMENDMENT TO
TO THE DECLARATION OF CONDOMINIUM OF
PORTER COURT CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Declaration of Condominium of Porter Court Condominium, was duly recorded in Official Records Book 1147 at Page 0509 of the Public Records of Monroe County, Florida; and

WHEREAS, Porter Court Condominium Association, Inc. (hereinafter the "Association") is the entity responsible for the operation of the aforementioned condominium; and

WHEREAS, at a duly called and convened Special General Membership Meeting of the membership of the Association held on February 24, 2017, the amendments to the Declaration as set out in Exhibit "A" attached hereto and incorporated herein were duly approved by a vote of the Board of Directors and the Membership in excess of that required by the pertinent provisions of said condominium documents.

NOW, THEREFORE, the undersigned hereby certifies that the amendment to the Declaration as set out in Exhibit "A" attached hereto and incorporated herein is a true copy of the amendments as approved by the requisite approval of the Board of Directors and the Membership.

WITNESS my signature hereto this 28th day of February 2017, at Monroe County, Florida.

WITNESSES:

**PORTER COURT CONDOMINIUM
ASSOCIATION, INC.**

Vickie J Datzman
Sign Name
VICKIE J DATZMAN
Print Name

By: *Sally Mughnerini*
Sally Mughnerini, President

By: *Joe Furey*
Joe Furey, Secretary

Matthew Greenblatt
Sign Name
Matthew Greenblatt
Print Name

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 28th day of February 2017, by Sally Mughnerini, President, and Joe Furey, Secretary, of Porter Court Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who are personally known to me or have produced () as identification and who did/did not take an oath.

My commission expires:

3/5/19

Suzanne M Eggle (SEAL)
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA

Suzanne M Eggle



PLEASE PRINT OR TYPE NOTARY SIGNATURE

EXHIBIT "A"
AMENDMENTS TO THE DECLARATION
OF CONDOMINIUM ESTABLISHING PORTER COURT CONDOMINIUM

(Additions shown by underlining; deletion shown by ~~strike-throughs~~)

1. Amendment to Article VIII, Paragraph G and I and Article XIII, Paragraph B of the Declaration to limit rentals and pass through expenses of increased insurance rate as a result of transient rentals as follows:

ARTICLE VIII
UTILIZATION: RESTRICTIONS

G. Leasing. Units may only be leased in accordance with the by-laws and rules and regulations of TAMPOA, and only for a minimum term of not less than thirty (30) days or one (1) calendar month, whichever is less. However, acknowledging the existence of Units with active licenses issued by the City of Key West allowing transient rentals, and in which the Unit Owner of the Unit with the license rents on a transient basis as of the effective date of the amendment to this paragraph, the owners of those Units shall be allowed to continue to rent on a transient basis (meaning periods of less than thirty (30) days or one (1) calendar month, whichever is less) until such time as title to their Unit or any portion thereof is transferred after the effective date of this amendment and the subsequent owner acquiring such title shall be obligated to comply therewith except, further, that if the transfer of title is to a trust where the conveying exempt owner is the grantor of the trust and who remains the beneficial owner of the Unit after such transfer, such transfer will not trigger the obligation to comply with prohibition on transient rentals until a subsequent transfer.

I. Prohibited Uses. No immoral, improper, offensive or unlawful use shall be made of any Unit or of the Common Elements, or any part thereof. No Unit Owner shall permit or suffer anything to be done or kept in his Unit or Unit Owner shall permit to suffer anything to be done or kept in his Unit or the Common Elements which would: (1) increase the rate of insurance on the condominium; (2) obstruct or interfere with the rights of other occupants of the condominium; (3) annoy other occupants by unreasonable noises or otherwise create a nuisance; (4) interfere with the peaceful possession and proper use of any other Unit or of the Common Elements; or (5) violate any governmental law, ordinance or regulation. Without limiting the foregoing, any Unit engaged in transient rentals (whether or not allowed by this Declaration or applicable law) shall be obligated to pay a portion of any increase in the rate of insurance which results from the existence of transient rentals, which payment obligation shall be the overall cost of the rate increase resulting from transient rentals divided by the number of units in which transient rentals are being conducted, taking into account and adjusting for the percentage interest for Units of each affected Unit as set forth in Exhibit "C." Such expense shall constitute an assessment against the Unit, subject to the same right of the Association to collect such expense as other assessments levied against the Unit. No item of any kind shall be affixed or attached to or permanently placed on the Common Elements (including Limited Common Elements) without the prior written consent of the Board. No boats or trailers, trucks, uncovered motorcycles, mobile homes, campers, recreation vehicles or commercial vehicles may be parked in the Condominium Property except for commercial vehicles at the Condominium for service calls or owned by the Association or Developer.

ARTICLE XIII
RIGHTS TO SELL, LEASE AND MORTGAGE

B. Application of Condominium Documents to Lessee. Every lease of a Unit shall provide that: (1) the lessee shall comply with and abide by all of the provisions of this Declaration, the By-Laws, the Rules and Regulations and the Truman Annex Covenants; and (2) the Association shall have power to terminate such lease or to bring summary proceedings to evict the tenant in the Unit Owner's name, in the event of default by the lessee in the performance of such lease. The lease shall be for a term of not less than the minimum term ~~permitted as otherwise allowed herein under the Truman Annex Covenants.~~ Should any lease not comply with such covenants, then the Association, in addition to any rights TAMPOA may have, shall have the right to cancel and terminate such lease, all without incurring any obligation to the Unit Owner, and in such respect, the Association shall be regarded as the Unit Owner's agent, fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease. A copy of any such lease shall be delivered by the Unit Owner to the Association within ten (10) days of execution of same by the Unit Owner and the tenant.

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