

H. Parking spaces may be used in accordance with the allocations designated from time to time by the Association.

I. Owners in the walking of their dogs or cats shall only use the area so designated as pet walking areas. The walking of pets shall be strictly prohibited on any other portion of the condominium property.

ARTICLE IX DEFAULT

A. In the event an owner of a condominium parcel does not pay the sums, charges or assessments required to be paid to the Corporation within thirty (30) days after the due date, the Corporation acting on its own behalf or through the Board of Directors or manager acting on behalf of the Corporation, may foreclose the lien encumbering the condominium parcel created by nonpayment of the required monies in the same fashion as mortgage liens are foreclosed. The Corporation shall be entitled to the appointment of a Receiver if it so requests. The Corporation shall have the right to bid in the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosure of its lien, the Corporation may, through its Board of Directors, or manager acting in behalf of the Corporation, or in its own behalf, bring suit to recover a money judgment for sums, charges or assessments required to be paid to the Corporation without waiving its lien securing same. In any action, either to foreclose its lien or to recover a money judgment brought by or on behalf of the Corporation against a condominium parcel owner, the losing litigant shall pay the costs thereof, together with a reasonable attorney's fee.

If an action of foreclosure is brought against the owner of a condominium parcel for the nonpayment of monies due the Corporation and as a result thereof, the interest of the said owner in and to such condominium parcel is sold, then at the time of such sale, the condominium parcel owner's membership shall be canceled and membership shall be issued to the purchaser at the foreclosure sale.

If the Corporation becomes the owner of a condominium parcel by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from such proceeds, all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the condominium parcel, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the condominium parcel

in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the condominium parcel in question.

B. In the event of violation of the provisions of the enabling Declaration, Articles of Incorporation or restrictions and By-Laws, as the same are now or may hereafter be constituted, the Corporation, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy it may deem appropriate.

In the event legal action is brought against a condominium parcel owner, the losing litigant shall pay the other party's reasonable attorney's fee and court costs. Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Corporation and regardless of the availability of the other equally adequate legal procedures. It is the intent of all owners of condominium parcels to give to the Corporation a method of procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from owners of condominium parcels and to preserve each owner's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XII REGISTERS

Section 1. The Secretary of the Corporation shall maintain a register in the corporate office showing the names and the addresses of members.

Section 2. Any application for the transfer of membership or for a conveyance of interest in a condominium parcel or a lease of a condominium parcel shall be accompanied by an application fee in the amount of Twenty-five Dollars (\$25.00) to cover the costs of contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board of Directors.

Section 3. The Corporation shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated to, notify the Corporation in writing of the Pledge or mortgage. In the event notice of default is given any member, under an applicable provision of the By-Laws, the Articles of Incorporation, or the Declaration, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

ARTICLE XIII SURRENDER

In the event of the legal termination of a membership and of the occupancy rights thereunder, the member or any other person or persons

in possession by or through the right of the member, shall promptly quit and surrender the owned unit to the Corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the Corporation shall have the right to reenter and to repossess the owned unit. The member, for himself, and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of Pinellas County, the State of Florida, or the United States of America.

ARTICLE XIV AMENDMENT OF BY-LAWS

The By-Laws of the Corporation may be altered, amended or repealed unless specifically prohibited herein, at any regular or special meeting of the members by a three fourths (3/4) vote of all members of the Corporation, unless a contrary vote is required pursuant to the Articles of Incorporation, and provided that notice of said membership meeting has been given in accordance with these By-Laws and that the notice as aforesaid contained a full statement of the proposed amendment. No modification or amendment to the By-Laws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium.

ARTICLE XV CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

State of Florida

Department of State



I, Richard (Dick) Stone, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation
of

TOWN SHORES OF GULFPORT, NO. 203,
INC., a condominium

a corporation not for profit organized and existing under the Laws of the
State of Florida, filed on the 13th day of April,
A.D., 19 72, as shown by the records of this office.



Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 14th day of April,
A.D. 19 72.

Richard (Dick) Stone

Secretary of State

ARTICLES OF INCORPORATION

We, the undersigned, jointly and severally agree with each other to associate ourselves and our successors together as a corporation not for profit under the Laws of the State of Florida, and do hereby subscribe, acknowledge and file in the Office of the Secretary of State, of the State of Florida, the following Articles of Incorporation:

I.

The name of this Corporation shall be:
TOWN SHORES OF GULFPORT NO. 203, INC., A CONDOMINIUM

The purpose for which this Corporation is organized shall be to buy, sell, lease or sub-lease, or to acquire, maintain, or operate as fee owner or as owner of a leasehold interest, or solely to maintain, or operate without any interest in real property, a certain multi-unit residential building and the land upon which said building shall be situated, in Pinellas County, State of Florida, a condominium, which multi-unit residential building shall be known as TOWN SHORES OF GULFPORT NO. 203, A CONDOMINIUM, the land on which said building shall be located being described as follows:

From the Northeast corner of Section 32, Township 31 South, Range 16 East, run South 00 degrees 20' 00" East, 3457.34 feet; thence South 89 degrees 40' 00" West, 30.00 feet to the Point of Beginning. Thence South 00 degrees 20' 00" East, 183.83 feet; thence South 89 degrees 40' 00" West, 380.00 feet; thence North 00 degrees 20' 00" West, 183.83 feet; thence North 89 degrees 40' 00" East, 380.00 feet to the Point of Beginning.

Subject to such easement that may be noted for utilities and access which are dedicated for the use of CORAL MANAGEMENT OF GULFPORT, INC., a Florida Corporation, for such use of the telephone, power and gas companies as they may require.

D.R. 3771 PAGE 320

and to erect such additional buildings and structures on said real estate as the Corporation may deem best, and to transact all business necessary and proper in connection with the operation of said property for the mutual benefit of its members; to operate said property for the sole use and benefit of its members, to operate said property for the sole use and benefit of its members, without attempting to make any profit or other gains for the corporation, and to perform any other act for the well being of member residents, without partiality or undue inconvenience as between member residents; and to perform any other act in maintaining an atmosphere of congeniality and high standard of occupancy by and for its member residents, and maintenance of a high standard of the physical appearance of the building, to formulate By-Laws, rules and regulations, and to provide for the enforcement thereof. The Corporation shall also have such other power and authority to do and perform every act and thing necessary and proper in conduct of its business for the accomplishment of its

purposes as set forth herein and as permitted by Chapter 617, Florida Statutes, entitled Corporations Not For Profit.

III

GEL-MET DEVELOPMENT CORP., hereinafter referred to as the "Developer", shall make and shall declare a certain Declaration of Condominium submitting the property described herein to Condominium ownership under the restrictions, reservations, covenants, conditions and easements as set out herein, which shall be applicable to said property and all interest therein, to-wit:

(a) Legal description as more fully set forth in Article II herein.

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(b) All improvements erected or installed on said land, including one building containing fifty-two (52) condominium units and related facilities.

Initially, such three (3) persons as the Developer may name shall be the members of the corporation who shall be the sole voting members of the corporation until such time as the Developer has conveyed thirty-three (33) condominium units to the individual grantees, as said condominium units are defined in Declaration of Condominium, or for a period of five (5) years after date of completion of improvement upon the property described in Article II, whichever event shall occur first. Thereafter, such three (3) named persons shall cease to be members of the corporation, unless they are either the Developer or a grantee of the Developer, and the individuals to whom the condominium units have been conveyed shall be the voting members of the corporation. The By-Laws of this corporation may not change or alter this Article.

IV.

The term for which this corporation shall exist shall be perpetual.

The names and post office addresses of the subscribers to these Articles of Incorporation are as follows:

Carl G. Parker	3835 Central Avenue St. Petersburg, Fl.
Anthony S. Battaglia	3835 Central Avenue St. Petersburg, Fl.
Edna Akers	3135 59th Street South Gulfport, Fl.

VI.

The affairs of the Corporation shall be managed by a President, Vice President, Secretary, and Treasurer. The Officers of the Corporation shall be elected annually by the Board of Directors of the Corporation in accordance with the provisions provided therefore in the By-Laws of the Corporation.

VII.

The business of the Corporation shall be conducted by a Board of Directors which shall consist of not less than five (5) members, as the same shall be provided for by the By-Laws of the Corporation. The members of the Board of Directors shall be elected annually by a majority vote of the members of the Corporation. The names and addresses of the first Board of Directors and Officers who shall serve as follows:

Carl G. Parker	3835 Central Avenue St. Petersburg, Fl.	President and Director
Anthony S. Battaglia	3835 Central Avenue St. Petersburg, Fl.	Vice/Pres and Director
Edna Akers	3135 59th Street South Gulfport, Fl.	Secretary and Director
Louis E. Stolba	3835 Central Avenue St. Petersburg, Fl.	Treasurer and Director
Mary C. Taylor	3835 Central Avenue St. Petersburg, Fl.	Director

The name and address of the Resident Agent for said Corporation is as follows:

Carl G. Parker	3835 Central Avenue St. Petersburg, Fl. 33713
----------------	--

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VIII.

The By-Laws of the Corporation are to be made, altered or rescinded by a three-fourths (3/4) vote of the members of this corporation.

IX.

Amendments to the Articles of Incorporation may be proposed by the Board of Directors or by a majority vote of the members of the Corporation, provided, however, that no such amendments to the Articles of Incorporation shall be effective unless adopted pursuant to Article XI hereinafter.

X.

Section 1. No Officer, Director or member shall be personally liable for any debt or other obligation of the Corporation, except as provided in the Declaration of Condominium.

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** (12/14/83 D.R. 5661 PAGE 2108) Section 2. Each member, in person or by proxy, shall be restricted to one (1) vote in all elections for directors; that is to say, each member shall have only one (1) vote for each director to be elected.

Section 3. A membership may be owned by more than one owner provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one person, all of the owners of such membership shall be entitled collectively to only one (1) vote or ballot in the management of the affairs of the Corporation in accordance with the Declaration of Condominium, and the vote may not be divided between plural owners of a single condominium.

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Section 4. The members of this Corporation shall be subject to assessment for the costs and expenses of the Corporation in operating the multi-unit building, in accordance with the Declaration of Condominium, these Articles of Incorporation, and the By-Laws of the Corporation. The By-Laws of the Corporation may not change or alter this Section 4, Article X.

Section 5. The Corporation shall not be operated for profit, no dividends shall be paid, and no part of the income of the corporation shall be distributed to its members, Directors, or Officers.

Section 6. The members of the Corporation, individually, are responsible for all maintenance and repair within and about their condominium units.

Section 7. Any matter of controversy or dispute between members or between a member and the Corporation shall be settled by arbitration in accordance with the rules provided therefore by the American Arbitration Association and the Statutes of the State of Florida.

Section 8. The members of this Corporation shall be subject to all of the terms, conditions, covenants and restrictions contained in the Declaration of Condominium, these Articles of Incorporation and the By-Laws of the Corporation.

XI.

The Articles of Incorporation may not be amended, altered, modified, changed or rescinded by a vote of less than three-fourths (3/4) of the then present members of the Corporation, which may be accomplished at any regular or special meeting of the Corporation, provided that written notice of the proposed change shall have been mailed to each member of the Corporation ten (10) days prior to said

meeting of the Corporation, provided however, that no such alteration, amendments, modifications, change or rescission of Article II hereinabove, and of Section 4, 5, 6 and 8 of Article X, may be made without the unanimous approval of the then members of the Corporation together with the written unanimous approval of all mortgagees holding a valid, enforceable first mortgage lien against any condominium unit, provided such mortgagees are institutional mortgagees, such as a bank, savings and loan association or insurance company, authorized to transact business in the State of Florida.

XII.

This Corporation shall provide and may contract for recreational facilities to be used by the condominium unit owners for recreational and social purposes.

XIII.

In the event this Corporation shall become dormant, inactive and fail to perform its duties and carry out its contractual covenants and conditions as set forth herein, together with those matters required to be performed of this Corporation in accordance with the Declaration of Condominium, and all matters in connection therewith, then the said Corporation shall revert back to the original incorporators or their designated attorney-in-fact for purposes of reactivating said Corporation by electing new officers and Directors of this condominium as provided for in the Articles of Incorporation and By-Laws of this Corporation.

XIV.

The principal place of business of this Corporation shall be 3135 59th Street South, Gulfport, Pinellas County, Florida, or such other place or places as may be designated from time to time

IN WITNESS WHEREOF, the subscribing incorporators have hereunto set their hands and seals and caused these Articles of Incorporation to be executed this 12th day of April, A.D. 1972.

Carl G. Parker
Anthony S. Battaglia
Edna Akers

STATE OF FLORIDA)
) SS.
COUNTY OF FLORIDA)

Before me, the undersigned authority, personally appeared Carl G. Parker, Anthony S. Battaglia and Edna Akers, to me known and known to me to be the persons who executed the foregoing Articles of Incorporation of TOWN SHORES OF GULFPORT, NO. 203, INC. a condominium, and have severally acknowledged before me that they executed the same for the purposes therein mentioned.

WITNESS my hand and official seal at St. Petersburg, in the County of Pinellas, State of Florida, this 12th day of April, A.D. 1972.

Commission Expiration
10/4/75

Bernice V. Agin
Notary Public

A F F I D A V I T

STATE OF FLORIDA)
) SS.
COUNTY OF PINELLAS)

Before me, this undersigned authority, this day personally appeared Herman Geller, who after being duly sworn as required by law, deposes and says:

1. That he is the President of GEL-MET DEVELOPMENT CORP., a Florida Corporation.

2. That as Vice President and Assistant Secretary of said GEL-MET DEVELOPMENT CORP., a Florida Corporation, he has no objection to said Corporation being mentioned in the Articles of Incorporation filed with the Secretary of State, State of Florida, Tallahassee, Florida, known as TOWN SHORES OF GULFPORT NO., 203, INC., a condominium, and hereby consents to the use of the said Corporation name in the aforesaid condominium corporation.

3. That this consent shall be attached to and made a part of the charter of TOWN SHORES OF GULFPORT NO. 203, INC., a Condominium, as though set forth in full therein.

Further Affiant saith not.

Herman Geller

Sworn to and Subscribed before me this
12th day of April, 1972.

Bernie V. Agin
Notary Public


Notary Public

SEAL

Commission Expiration:
10/4/75

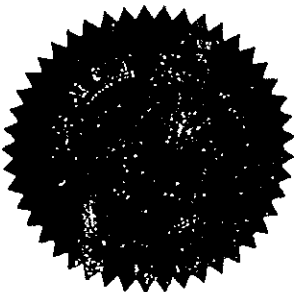
STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of

Certificate of Amendment to Articles of Incorporation of TOWN SHORES OF GULFPORT, NO. 203, INC., a corporation not for profit, organized and existing under the Laws of the State of Florida, amending ARTICLE II, filed on the 20th day of April, A. D. . 1972, as shown by the records of this office.



GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 20th day of April, A.D., 19 72.

Richard (Dick) Stone

SECRETARY OF STATE

A RESOLUTION AMENDING ARTICLES OF INCORPORATION OF TOWN SHORES OF GULFPORT, NO. 203, INC., a Condominium, A Corporation Not For Profit

WHEREAS, the undersigned, being all of the present members of the Board of Directors, Officers and members of the corporation, at a special meeting duly held on the 19th day of April, 1972, at the hour of 10:00 a.m., adopted and approved by resolution of the said present members of the Board of Directors, Officers and members of the corporation, an Amendment to the Articles of Incorporation of this Corporation heretofore filed in the office of the Secretary of State, State of Florida, on the 13th day of April, 1972, amending ARTICLE II to read as herein-after set forth; and

WHEREAS, notice of said meeting was sent out in accordance with the terms of Article XI of the said Articles of Incorporation;

NOW THEREFORE, ARTICLE II of the ARTICLES OF INCORPORATION of TOWN SHORES OF GULFPORT, NO. 203, INC. Condominium, a Corporation Not for Profit, is hereby amended to read as follows:

FILED
APR 26 9 01 AM '72
STATE OF FLORIDA
TALLAHASSEE

II.

The purposes for which the Corporation is organized shall be to buy, sell, lease or sub-lease, or to acquire, maintain or operate as fee owner or as owner of a leasehold interest, or solely to maintain or operate without any interest in real property, certain multi-unit residential building and the land upon which said building shall be situated, in Pinellas County, Florida, a condominium, which multi-unit residential building shall be known as TOWN SHORES OF GULFPORT, NO. 203, a Condominium, and the

*Law Offices
Parker, Battaglia and Ross
3835 Central Avenue
Post Office Box 12078
St. Petersburg Florida 33733*

land on which said building shall be situated being legally described as follows:

From the Northeast corner of Section 32, Township 31 South, Range 16 East, run South 00° 20' 00" East, 3457.34 feet; thence South 89° 40' 00" West, 30.00 feet to the Point of Beginning. Thence South 00° 20' 00" East, 183.83 feet; thence South 89° 40' 00" West, 380.00 feet; thence North 00° 20' 00" West, 183.83 feet; thence North 89° 40' 00" East, 380.00 feet to the Point of Beginning.

Subject to such easements that may be noted for utilities and access which are dedicated for the use of CORAL MANAGEMENT OF GULFPORT, INC., a Florida Corporation, for such use as may be required, and for the use of the telephone, power and gas companies as they may require.

and to erect such additional buildings and structures on said real estate as the Corporation may deem best, and to transact all business necessary and proper in connection with the operation of said property for the mutual benefit of its members; to operate said property for the sole use and benefit of its members, without attempting to make any profit or other gains for the corporation, and to perform any other act for the well being of member residents, without partiality or undue inconvenience as between member residents; and to perform any other act in maintaining an atmosphere of congeniality and high standard of occupancy by and for its member residents, and maintenance of a high standard of the physical appearance of the building, to formulate By-Laws, rules or regulations, and to provide for the enforcement thereof. The Corporation shall also have such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by Chapter 617, Florida Statutes,

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 3835 Central Avenue
 Post Office Box 12078
 St. Petersburg, Florida 33799

entitled Corporations Not for Profit.

* * *

NOW THEREFORE, BE IT RESOLVED, that the foregoing, Amendment to the Articles of Incorporation be and the same is hereby approved and adopted by the undersigned, being all of the present members of the Board of Directors, officers and members of the corporation.

BE IT FURTHER RESOLVED, That all other provisions and articles of the aforesaid Articles of Incorporation heretofore filed in the Office of the Secretary of State, State of Florida, Tallahassee, Florida, be and they shall remain in full force and effect.

DATED, this 18th day of April, 1972.

PRESENT OFFICERS AND DIRECTORS:

Carl G. Parker L.S.
Carl G. Parker, president/director

Anthony S. Battaglia L.S.
Anthony S. Battaglia, vice president/director

Edna Akers L.S.
Edna Akers, secretary/director

Louis E. Stolba L.S.
Louis E. Stolba, treasurer/director

Mary C. Taylor L.S.
Mary C. Taylor, director

PRESENT MEMBERS:

Carl G. Parker L.S.
Carl G. Parker

Anthony S. Battaglia L.S.
Anthony S. Battaglia

Edna Akers L.S.
Edna Akers

Law Offices
Parker, Battaglia and Ross
3835 Central Avenue
Post Office Box 12078
St. Petersburg, Florida 33733

STATE OF FLORIDA)
)
) ss.
COUNTY OF PINELLAS)

I HEREBY CERTIFY, That on this 18th day of April, 1972,
before me personally appeared CARL G. PARKER, ANTHONY S. BATTAGLIA,
EDNA AKERS, LOUIS E. STOLBA and MARY C. TAYLOR, as present
officers and directors of TOWN SHORES OF GULFPORT, NO. 203, INC.,
a Condominium, and CARL G. PARKER, ANTHONY S. BATTAGLIA and
EDNA AKERS, as present members of the aforementioned condominium,
to me well known and known to me to be the persons described in
and who executed the foregoing Amendment to Articles of Incorpor-
ation and have acknowledged before me that they executed the
same freely and voluntarily for the purposes therein mentioned.

WITNESS my hand and official seal at St. Petersburg, in
the County of Pinellas and State of Florida, the day and year
last aforesaid.

Bernice V. Agin
Notary Public

NOTARY PUBLIC AT LARGE
BY COMMISSION EXPIRES APRIL 4, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

Law Offices
Parker, Battaglia and Ross
3895 Central Avenue
Post Office Box 12078
St. Petersburg, Florida 33788

TOWN SHORES OF GULFPORT, NO. 203, INC., a Florida Corporation, not-for-profit (hereinafter referred to as the "Association") hereby makes the following Amendment to the Declaration of Condominium Ownership of TOWN SHORES OF GULFPORT, NO. 203, INC., a Condominium, said Declaration being recorded in Official Records Book 3771, Pages 268 through 332, inclusive, Public Records of Pinellas County, Florida (herein referred to as the "Original Declaration").

1. The purpose of this Amendment is to reflect an Amendment to the Articles of Incorporation of the Association filed with the Secretary of State of the State of Florida on the 20th day of April, 1972, and recorded as part of the Original Declaration in O.R. Book 3771, at page 328, Public Records of Pinellas County, Florida (hereinafter referred to as the "Original Articles"). Said amendment to the Original Articles has been duly filed with the Secretary of State of the State of Florida.

2. This amendment is made pursuant to the provisions of Paragraph 12 of the Original Declaration and Article XI of the Original Articles.

3. Pursuant to the foregoing, the Association hereby amends Article X, Section 2 of the Original Articles to read as follows:

Each member, in person or by proxy, shall be restricted to one (1) vote in all elections for directors; that is to say, each member shall have only one (1) vote for each director to be elected.

pursuant to the Resolution adopted by the membership of the Association at a meeting duly held on the 24 day of Oct, 1983, a copy of which Resolution is attached hereto as Exhibit "A" and made a part hereof by reference.

This Amendment is limited to the matters stated herein. Except as amended herein, the Original Declaration is hereby affirmed.

In Witness Whereof, TOWN SHORES OF GULFPORT, NO. 203, INC., has caused these presents to be executed in its name by its properly authorized officers hereto this 25 day of November, 1983.

Signed, Sealed and Delivered in the Presence of:

TOWN SHORES OF GULFPORT, NO. 203, INC.

Marilyn S. Jones

By: *Frank R. Glenn*

Mary L. Derrickson

Attest: *Louise A. Weeks*

STATE OF FLORIDA
COUNTY OF PINELLAS

CLEAR CIRCUIT COURT

(CORPORATE SEAL)

DEC 14 2 32 PM '83

24 24083470 74 14DC63

TOTAL 9.00 CHK

Before me, the undersigned authority, personally appeared *Frank R. Glenn* and *Louise A. Weeks* as President and Secretary respectively of TOWN SHORES OF GULFPORT, NO. 203, INC., to me well known and known to me to be the persons described in and who executed the foregoing instrument and acknowledged that execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and the said instrument is the act and deed of said corporation.

Witness my hand and official seal at St. Petersburg, Pinellas County, Florida, this 25 day of November, 1983.

Marilyn S. Jones
Notary Public
My Commission Expires

Notary Public, State of Florida
My Commission Expires

This instrument prepared by AND TO BE RETURNED TO: CHRISTIE S. JONES, Attorneys at Law, 880 Myrono Boulevard, St. Petersburg, Florida 33704

41/AML

CERTIFICATE OF AMENDMENT

TO

DECLARATION OF CONDOMINIUM AND BY-LAWS

OF

TOWN SHORES OF GULFPORT NO.203, INC.

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 10 PAGES 52 & 53

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on April 25, 1989, by a vote as required in the respective Declaration of Condominium and By-Laws, and after the unanimous adoption of a Resolution proposing said amendments by the Board of Directors, the Declaration of Condominium and By-Laws for TOWN SHORES OF GULFPORT NO.203, INC., as originally recorded for the Declaration of Condominium in O.R. Book 3771, page 281, et seq., and O.R. 3771, page 312, et seq., of the By-Laws in the Public Records of Pinellas County, Florida, be and the same is amended as follows:

The Declaration of Condominium and By-Laws of TOWN SHORES OF GULFPORT NO.203, INC., is hereby amended in accordance with Exhibit A attached hereto and entitled "Amendment to Declaration of Condominium and By-Laws for TOWN SHORES OF GULFPORT NO.203, INC."

IN WITNESS WHEREOF, TOWN SHORES OF GULFPORT NO.203, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 25th day of April, 1989.

TOWN SHORES OF GULFPORT NO.
203, INC.

By: Warren J. McKay
President

ATTEST:

(CORPORATE SEAL)

Martha P. Shannon
Secretary



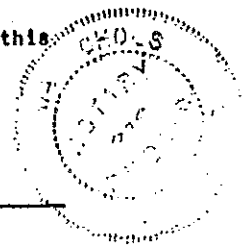
STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared: Warren J. McKay and Martha P. Shannon, respectively, of TOWN SHORES OF GULFPORT NO. 203 INC. to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Certificate of Amendment for the uses and purposes therein expressed, as such officers, by authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, have hereunto set my hand and official seal this 25th day of April, 1989.

David P. Schell
NOTARY PUBLIC

My Commission Expires:



NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 08, 1992
BONDED THRU AGENT'S-NOTARY BROKERAGE

01 RECORDING
REC 10.50
DS _____
INT _____
FBS _____
MAF _____
P/C _____
REV _____

10.50 ed

EXHIBIT A

AMENDMENT
TO
DECLARATION OF CONDOMINIUM AND BY-LAWS
FOR
TOWN SHORES OF GULFPORT NO. 203 INC.

The following is hereby added to:
the Declaration of Condominium; 20. OBLIGATIONS OF MEMBERS
O. R. Book 3771, Page 281 as (f) 1., and the By-Laws; ARTICLE X,
HOUSE RULES, O. R. Book 3771, Page 312, as E 1.

(F) 1.

E 1. After the effective date of this amendment, at least 80% of all occupied units must be occupied by at least one person 55 years of age or older. Hereafter, no unit shall be sold or leased to any person or persons under the age of 55 unless the unit is to be occupied by at least one person over 55 IN ACCORDANCE WITH SECTION 807 OF THE FAIR HOUSING AMENDMENT ACT OF 1988.

Persons under the age of fifty-five (55) and more than fourteen (14) years of age may occupy and reside in a unit as long as at least one permanent occupant is fifty-five (55) years of age or older. Notwithstanding the language contained above, no person under the age of 14 shall be allowed to permanently reside in or occupy a residence.

The Board of Directors shall promulgate, from time to time, such rules, regulations and procedures as are necessary to insure continuing compliance with this restriction and consistent with an intent to comply with Section 807 of the Fair Housing Amendments Act of 1988.

The Board of Directors shall have the authority to provide facilities or services specifically designed to meet the requirements of the Fair Housing Amendments Act of 1988.

It is the intent of this amendment to provide housing for persons aged 55 or older. However, this Board of Directors shall have the right to accept occupancy of up to 20% of the units by persons such as a surviving spouse or other relatives of a deceased owner or other person IN ACCORDANCE WITH SECTION 807 OF THE FAIR HOUSING AMENDMENT ACT OF 1988.

This restriction shall not apply to any person residing in a unit at the time this restriction was approved by the members of the Association.

AMENDMENT TO THE DECLARATION OF CONDOMINIUM

TOWN SHORES OF GULFPORT NO. 203, INC. A CONDOMINIUM
THE DOVER

I HEREBY CERTIFY that this is a true and exact copy of the Resolutions adopted by a Three-Fourths ballot of the unit owners of Town Shores of Gulfport No. 203 Inc., A Florida Corporation, as of March 2, 1992 pursuant to Notice:

The Declaration of Condominium for Town Shores of Gulfport No. 203, Inc., is located in O. R. Book 3771, Pages 268 through 294 of the records of Pinellas County, Florida.

Resolved that Page 274 of the Declaration of Condominium, Paragraph 17. INSURANCE, sub paragraph (a), be changed as follows:

(a) All insurance policies upon the condominium property shall be purchased by the Association, except the insurance coverage as is provided for in the Service and Maintenance Agreement marked Exhibit "B", for the benefit of the Association and the condominium parcel owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificate of mortgagee endorsements to the mortgagees. The above insurance provision specifically does not include coverage of or on personal property, personal liability and/or living expenses of any condominium unit owner. However, if said loss to personal property was caused or created by failure of common property maintenance responsibilities, the Association shall reimburse the unit owner up to, but not to exceed \$100.00 on their personal property damage. The Board of directors shall retain the right to determine the extent of repair or reimbursement they will authorize up to, but not to exceed the said \$100.00 referred to in this paragraph.

DI RECORDING
REC 6
DS
INT
FEES
MTF
P/C
TOTAL 6.00

WITNESSES

Carole Little
Raymond J. Banks

TOWN SHORES OF GULFPORT NO. 203, INC.

James R. Heber
President
Mossie Treish
Secretary

Sworn to and subscribed before me this 2 day of March, 1992.

Gloria Renfrow
Notary

Return to:
Gloria Nichols LCAM
Town Shores of Gulfport No. 2
3210 59th Street South
Gulfport, Fl. 33707



OFFICIAL SEAL
GLORIA RENFROW
My Commission Expires
Sept. 8, 1992
Comm. No. CC 176439

RECORDING

Condominium Plans pertaining hereto are filed in Condominium Plat Book

ANY AMENDMENTS WHICH ARE PASSED BY THE
MEMBERSHIP AFTER AUGUST 1, 1992 SHOULD BE PLACED BEHIND
THIS PAGE AS AN INDICATION THEY ARE NOT CONTAINED WITHIN
THE CONTEXT OF THESE DOCUMENTS.

AMENDMENTS TO THE BY-LAWS
DECLARATION OF CONDOMINIUM
ARTICLES OF INCORPORATION

TOWN SHORES OF GULFPORT NO. 203, INC.
A CONDOMINIUM NOT FOR PROFIT

THE DOVER BUILDING

01 RECORDING
REC 19.50
DR219
OS
INT
P/C
CERT
FEES
MTF
REV
TOTAL 19.50

I HEREBY CERTIFY that this is a true and exact copy of the Resolutions adopted by a three-fourths ballot of the unit owners of Town Shores of Gulfport No. 203, Inc., a Condominium, a Florida Corporation as of March 1, 1993, pursuant to Notice:

By Laws for Town Shores of Gulfport No. 203, are located in D.R. Book 3771, beginning with page 304.

The Declaration of Condominium is located in D.R. Book 3771, beginning with Page 268.

The Articles of Incorporation are located in D.R. Book 3771, beginning with Page 318.

Witness Josifa Wagner

Frank R. Glenn
President

Witness Warren S. McKay

Maitha P. Glenn
Secretary

Seal

The foregoing instrument was acknowledged before me this 1st day of March, 1993 by Frank R. Glenn, President and _____, Secretary of Town Shores of Gulfport No. 203, Inc., a Florida Corporation on behalf of the Corporation. They are personally known to me and who did take an oath.



OFFICIAL SEAL
Gloria Jean Renfrow
My Commission Expires
Sept. 8, 1996
Comm. No. CC 223072

Gloria Jean Renfrow
Notary Public

Seal

Condominium Plats pertaining hereto are filed in Condominium Plat Book 10, pages 52 and 53.

Return to: Gloria Renfrow
3210 59th Street South

PINELLAS COUNTY FLA.
OFF.REC.BK 8193 PG 2248

90039977 THE 03-03-93 09:57:33
01 DCL-
RECORDING \$19.50
TOTAL \$19.50
CHECK AMT. TENDERED \$19.50
CHANGE \$0.00

1. Resolved that the Declaration of Condominium - 23. INVALIDATION AND OPERATION, O.R. 3771, PAGE 284, be added as 23. (a) as follows:
 - (a) Whereas and whenever subjects are silent in the Declaration of Condominium or By-Laws, the current Florida Statute 718, and any amendments hereafter, as promulgated from time to time, shall govern the Association.

2. Resolved that the Declaration of Condominium, 17. INSURANCE, (a), O.R. 3771, PAGE 274, be added as (a) (1) as follows:
 - (1) The Association insurance coverage specifically does not include insurance coverage of or on personal property, including, but not limited to, wall covering, ceiling covering, floor covering, electrical fixtures, kitchen cabinets, appliances, air conditioning or heating nor any other named item contained within the unit that Florida Statutes, Chapter 718 may promulgate from time to time, as exclusions from the Association's responsibility regarding "building" insurance coverage.

3. Resolved that the Declaration of Condominium under 20. OBLIGATION OF MEMBERS, G., O.R. 3771, PAGE 281, be changed as follows:
 1. Not to make or cause any structural alteration to or in the building, specifically including, but not limited to screening, or enclosure of private balconies ~~and/or~~ ~~affixing outside shutters to windows~~, except storm windows, screen doors or hurricane shutters. Written application, specifications, color, ~~the~~ design, and make to be approved by the Association for any named exceptions to this clause. ~~and/or~~ Removal of any additions or improvements or fixtures from the building, or ~~do~~ any act that will impair the structural soundness of the building is prohibited....

4. Resolved that the Declaration of Condominium under 15. MAINTENANCE, (b) BY THE CONDOMINIUM PARCEL OWNER; O.R. 3771, PAGE 273, be added as (dd) as follows:
 - dd. That the repair, replacement and maintenance cost of such items as wall, ceiling and floor covering, electrical fixtures, kitchen cabinets, appliances, bath and shower related interior fixtures, shower pans, windows, glass, screens, air conditioning, air conditioning pans, heating unit, the inside and inside frame of unit exit doors hinges, locks, threshold and shutters shall be the responsibility of the unit owner.

5. Resolved that the BY-LAWS under ARTICLE X, HOUSE RULES, E., O.R. 3771, PAGE 312, be added as follows:
- E. No children under the age of fourteen (14) years shall be permitted to live as permanent residents in the condominium units, provided, however, that nothing herein shall prevent owners from having children as visitors or guests for a limited period of time. Limited period of time to be defined as 30 days. The Board of Directors reserves the right to grant an extension upon request of a unit owner due to extenuating circumstances.
6. Resolved that the Declaration of Condominium under 18.CONVEYANCE, SALES, RENTALS, LEASES AND TRANSFERS, (b) RENTAL OR LEASE, O. R. 3771 Page 281 be added as follows:
- (1) A condominium parcel shall not be leased or rented without the prior written approval of the Association, and the terms conditions of said Lease are subject to the approval of the Board of Directors of the Association. The Board of Directors shall have the right to require that a substantially uniform form of Lease be used. A condominium unit may not be leased or rented for less than a three month period of time. A lease of lesser duration due to extenuating circumstances may be granted by the Board of Directors. A maximum of two leases per year will be granted.
7. Resolved that the By-Laws under ARTICLE X, HOUSE RULES, A., O.R. 3771, Page 312 be added as follows:
- A. The condominium units shall be used for residential purposes only. A condominium unit may not be leased or rented for less than a three month period of time. A lease of lesser duration due to extenuating circumstances may be granted by the Board of Directors. A maximum of two leases per year will be granted.
8. Resolved that the By-Laws under SECTION 5. POWERS: A., O. R. 3771 Page 305 , be added as follows:
- A. To make and collect assessments and establish the time within which payment of same are due. To assess a late charge of \$10.00 on delinquent assessment payment (s) and or maintenance fees. The late charge shall be effective on the eleventh (11th) day after the due date.

9. Resolved that the Declaration of Condominium, 12. AMENDMENT OF DECLARATION, O.R. 3771, PAGE 272 be changed as follows:

12. AMENDMENT OF DECLARATION: This Declaration may be amended by affirmative vote of ~~three fourth (3/4)~~ two-thirds (2/3) of the condominium parcels at a meeting duly called for such purpose pursuant to the By-Laws; provided, however, that no amendment shall be made which shall in any manner impair the security of an institutional lender having a mortgage or other liens thereon.

10. Resolved that the By-Laws, ARTICLE XIV, AMENDMENT OF BY-LAWS, O.R. 3771 Page 315 be changed as follows:

ARTICLE XIV. The By-Laws of the Corporation may be altered, amended or repealed unless specifically prohibited herein, at any regular or special meeting of the members by a ~~three fourths (3/4)~~ two-thirds (2/3) vote of all members of the Corporation.....

Substantial wording of ARTICLE XIV. See XIV for present text.

11. Resolved that the Articles of Incorporation, VIII., O. R. 3771 Page 323 be changed as follows:

VIII The By-Laws of the Corporation are to made, altered or rescinded by the ~~three-fourths (3/4)~~ two-thirds (2/3) vote of the members of this Corporation.

12. Resolved that the Articles of Incorporation XI., O.R. 3771 Page 324 be changed as follows:

XI. The Articles of Incorporation may not be amended, altered, modified, changed or rescinded by a vote of less than ~~three-fourths (3/4ths)~~ two-thirds (2/3rds) of the then present members of the Corporation.....

Substantial wording of Article XI. See provision XI for present text.

CERTIFICATE OF AMENDMENT
AMENDMENTS TO THE BY-LAWS

TOWN SHORES OF GULFPORT NO. 203, INC.
A CORPORATION NOT FOR PROFIT

THE DOVER BUILDING

I HEREBY CERTIFY that this is a true and exact copy of the Resolutions adopted by a two-thirds ballot of the unit owners of Town Shores of Gulfport No. 203, Inc., a Condominium, a Florida Corporation, as of March 7, 1994, pursuant to Notice.

By-Laws for Town Shores of Gulfport No. 203, Inc. are located on O.R. Book 3771, beginning with page 304.

Resolved that O.R. 3771, Page 304 of the By-Laws, Section 1.

RECORDING NUMBER AND TERM: shall be added as (a) as follows:

RFC 6.00
DS _____
INT _____
FEES _____
MTF _____
PC _____
REV _____

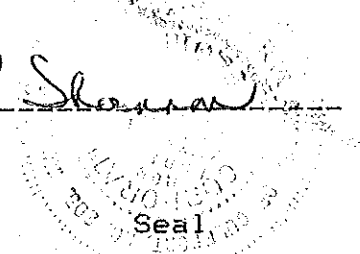
(a) A Non-member of the Association who is the spouse of a member shall be entitled to serve on the Board of Directors and otherwise exercise full voting rights as a Director.

6.00
sw Judith R. Estes
Witness

James R. Sheehan
President

Ronald J. Banks
Witness

Martha P. Shuman
Secretary



The forgoing instrument was acknowledged before me this 7th day of March 1994 by James R. Sheehan President, and Martha P. Shuman, Secretary of Town Shores of Gulfport No. 203, Inc., a Florida Corporation on behalf of the Corporation. They are personally known to me.

Gloria Jean Renfrow
Gloria Jean Renfrow, Notary Public



OFFICIAL SEAL
Gloria Jean Renfrow
My Commission Expires
Sept. 8, 1996
Comm. No. CC 223072

Seal

Condominium Plats pertaining hereto are filed in Condominium Plat Book 10, pages 52 and 53.

Return to: Gloria Renfrow,
3210 59th Street South
Gulfport, Fl. 33707

KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY: MT

CERTIFICATE OF AMENDMENT

**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
TOWN SHORES OF GULFPORT #203, INC.
A CONDOMINIUM NOT FOR PROFIT
THE DOVER BUILDING**

CORDING
REC 10.50
DS _____
INT _____
FBBS _____
MTF _____
W/C _____
REV _____
TOTAL 10.50

I HEREBY CERTIFY that this is a true and exact copy of the Resolutions adopted by a two-thirds ballot of the unit owners of Town Shores of Gulfport #203, Inc., a Condominium, a Florida Corporation as of November 15, 1995, pursuant to Notice: The Declaration of Condominium is located in O. R. 3771, Page 268 through 290 of the records of Pinellas County, Fl.

Resolved that the Declaration of Condominium, Page 271 under 9. COMMON EXPENSES AND COMMON SURPLUS be added as 9a. as follows:

1. 9a. All assessments may be modified by rounding off to the nearest dollar amount to wit: \$.01 to \$.49 shall be adjusted downward; \$.50 to \$.99 shall be adjusted upward.

Resolved that the Declaration of Condominium, Page 277 under 18. CONVEYANCE, SALES, RENTALS, LEASES AND TRANSFERS be added as follows:

2. Prior to the sale, conveyance or transfer of any condominium parcel to any other person other than transferor's spouse or heir, the owner shall notify Board of Directors of the Association in writing,..... (Substantial wording of existing first paragraph (a.) to remain unchanged. See O.R. 3771, Page 278) Additionally, to be added:

With the exception of transfer to spouse or heir, The seller or buyer shall provide to the Board of Directors, a copy of a termite certificate by a licensed pest control company, certifying the parcel to be free of any termite infestation.

Resolved that the By-Laws, O.R. 3771, Page 312, ARTICLE X, HOUSE RULES paragraph I, page 313 be changed as follows:

3. I. Owners may house one pet, twenty pounds or less in their unit. Current owners may retain their present pet or pets regardless of number or size, however, after the date of this amendment, new pets housed in the building must comply with the one pet, twenty pound limit restriction. Owners in the walking of their dogs or cats shall only use the area so designated as pet walking areas and will pick up any droppings deposited by said pet. The walking of pets shall be strictly prohibited on any other portion of the condominium property.

Amendments, Dover
Page 2

(Underlining indicates amendment addition)

Janis Beatty Witness James R Ritchie President

Janis Beatty Witness Emma D Banks Secretary

Seal

The foregoing instrument was acknowledged before me, this 15th day of November, 1995 by James R Ritchie President and Emma D Banks, Secretary of Town Shores of Gulfport #203, Inc., A Florida Corporation on behalf of the Corporation. They are personally known to me and who did take an oath.

Gloria Jean Renfrow
Notary Public



OFFICIAL SEAL
Gloria Jean Renfrow
My Commission Expires
Sept. 8, 1996
Comm. No. CC 223072

9C225349 SJW	11-17-1995	12:32:44
01 CTF-TOWN SHROES		
RECORDING	1	\$10.50

	TOTAL:	\$10.50
	CHECK ANT. TENDERED:	\$10.50
	CHANGE:	\$0.00

Condominium Plats pertaining hereto are filed in Condominium Plat Book 10, pages 52 and 53.

Return to: G. Renfrow, 3210 59th St. So., Gulfport, Fl. 33707



**CERTIFICATE OF AMENDMENT
AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
TOWN SHORES OF GULFPORT # 203, INC.
A CONDOMINIUM NOT FOR PROFIT
THE DOVER BUILDING**

I HEREBY CERTIFY that this is a true and exact copy of the resolutions adopted by a two-thirds
ballot of the unit owners of Town Shores of Gulfport #203, Inc., a condominium, a Florida
Corporation as of November 16, 2000, pursuant to Notice:

The Declaration of Condominium is located in O. R. 3771, Page 273 of the Records of Pinellas
County of Florida.
Resolved that the Declaration of Condominium 15, MAINTENANCE (a)(3), O.R. 3771 page
273, that reads as follows.

All incidental damage caused to an apartment by such work be promptly repaired and
the Association shall reimburse the parcel owner up to \$100.00. All additional costs shall be
borne by parcel owner. at the expense of the Association.

IN WITNESS WHEREOF, TOWNSHORES OF GULFPORT 203, INC. has caused the above
amendment to be executed in accordance with the authority hereinabove expressed this 16th
day of November 2000.

ATTEST:

Emma Banks
Secretary

By: *Janis Beatty*
President

PAGES	1
ACCT	
REC	62
DR219	
DS	
INT	
FEES	
MTF	
P/C	
REV	
TOTAL	62
CK BAL	
CHG AMT	

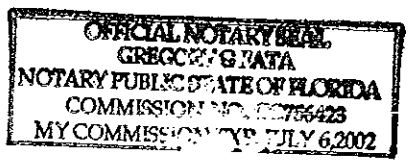
STATE OF FLORIDA
COUNTY OF PINELLAS

On this 16th day of November 2000, personally appeared Jan Beatty, President, and
acknowledge before me that she executed this instrument for the purposes herein expressed.

Margy M. Lato
Notary Public

TOTAL: _____
CASH AMT. TENDERED: _____
CHANGE: _____
BY _____ DEPUTY CLERK

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY, FLORIDA
91092543 01-24-2001 15:41:33
51 AFF-TOWN SHORES OF GULFPORT
I# BK: SFG: EP6:
RECORDING 001 PAGES 1



My Commission Expires:

MAIL TO: G. FATA, LOAN
59th St. S.
GULFPORT, FL 33

**CERTIFICATE OF AMENDMENT
TO THE BY-LAWS
OF
TOWN SHORES GULFPORT # 203, INC.
THE DOVER HOUSE**

NOTICE IS HEREBY GIVEN that at a fully called meeting of the members on November 6, 2002, by a vote of not less than two-thirds of the total vote of the membership present and voting. The By-Laws of TOWN SHORES OF GULFPORT #203, INC., as originally recorded in O. R. Book 3771, Page 273, et seq., in the Public Records of Pinellas County, Florida, be amended as attached:

IN WITNESS WHEREOF, Town Shores of Gulfport #203, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove this 6th day of November, 2002.

Town Shores of Gulfport #203, Inc.

Corporate Seal

August Zegelbrier
President

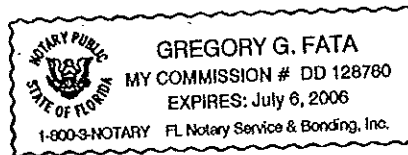
ATTEST

Emma Banks
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 6th day of November, 2002, personally appeared before me Gus Zegelbrier, President, and Emma Banks, Secretary, of Town Shores of Gulfport #203, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.

Gregory G. Fata
Gregory G. Fata, Notary Public



PAGES 2
ACCT _____
REQ 0.50
DR219 _____
DS _____
INT _____
FEES _____
MTF _____
P/C _____
REV _____
TOTAL 0.50
CK BAL _____
CHG AMT _____

RETURN TO: GREGG FATA
3210 59TH ST. S.
GULFPORT, FL 33707

**CERTIFICATE OF AMENDMENT
AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FORBY
TOWN SHORES OF GULFPORT # 203, INC.
A CONDOMINIUM NOT FOR PROFIT
THE DOVER HOUSE**

TOTAL: \$10.50
CHECK AMT. TENDERED: \$10.50
CHANGE: \$.00
DEPUTY CLERK

I HEREBY CERTIFY that this is a true and exact copy of the resolutions adopted by a two-thirds ballot of the unit owners of Town Shores of Gulfport #203, Inc., a condominium, a Florida Corporation as of November 6, 2002, pursuant to Notice:

NOTE: Declaration 15 (b) (1) (dd) is in amendment OR 3771 page 273 item 4, located in the back of the Dover Blue Book.

Declaration 15 (b) (1) is to be amended by the addition of Sub-Item (ee) to read as follows:

(ee) To maintain the interior of the unit at all times in a manner, which would prevent the development of mold, mildew, or the like. In the event that mold or mildew or other health-impairing growths occur in the unit, the condominium parcel owner shall take immediate action to remove the growths, and to sterilize the unit. If mold or mildew or other growth causes damage to the portions of the unit, which are maintained by the Association, or to Common Elements, or to any other unit, the costs of all repairs and remediation will be borne by the condominium parcel owner of the unit from which the mold originated. Repairs to the portions of the unit, which are maintained by the Association, or to the Common Elements, shall be made by the Association, and the cost will be assessed against the unit from which the mold or mildew originated. The assessment may be secured by a lien, and will be collected in the same manner as any other assessment under this Declaration.

Declaration 15 (b) (1) is to be amended by the addition of Sub-Item (ff) to read as follows:

(ff) To maintain the interior of the unit at all times in a manner, which would prevent water damage. In the event that water leakage causes damage to the portions of the unit, which are maintained by the Association, or to Common Elements, or to any other unit, the costs of all repairs and remediation will be borne by the condominium parcel owner of the unit from which the water originated. Repairs to the portions of the unit, which are maintained by the Association, or to the Common Elements, shall be made by the Association, and the cost will be assessed against the unit from which the water originated. The assessment may be secured by a lien, and will be collected in the same manner as any other assessment under this Declaration.

MAIL TO: Gregg Fata, L.C.A.M.
3210 - 59TH Street South
Gulfport, FL 33707

AMENDMENTS TO
DECLARATION OF CONDOMINIUM OWNERSHIP OF
TOWN SHORES OF GULFPORT, NO 203, INC., A CONDOMINIUM
AND THE BY-LAWS OF
TOWN SHORES OF GULFPORT, NO. 203, INC.

1. Amendments to Article 18., Section (b)(1.), Declaration of Condominium, and Article X., Section A. of the By-Laws, to read as follows:

18. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS:

In order to insure a community of congenial residents and thus protect the value of the units, the sale, leasing, rental and transfer of units by any owner other than Developer shall be subject to the following provisions:

...

(b) RENTAL OR LEASE: A condominium parcel shall not be leased or rented . . . The Board of Directors shall have the right to require that a substantially uniform form of Lease be used. A condominium unit may not be leased or rented for less than a three month period of time, or for longer than twelve months. A lease of lesser duration due to extenuating circumstances may be granted by the Board of Directors. A maximum of two one leases per year ~~any twelve-month period~~ will be granted.

ARTICLE X
HOUSE RULES

In addition to the other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may be hereafter adopted by the Board or Directors, shall govern the use of the condominium units located on the property, and the conduct of all residents thereof.

A. The condominium units shall be used for residential purposes only. ~~A condominium unit may not be leased or rented for less than a three month period of time. A lease of lesser duration due to extenuating circumstances may be granted by the Board of Directors. A maximum of two leases per year will be granted.~~

2. Amendment to Article 18., Section (b), Declaration of Condominium, to add a new third paragraph, to read as follows:

(b) RENTAL OR LEASE: . . .

A condominium parcel cannot be rented or leased during the first eighteen (18) months of ownership.

3. Amendment to Article 18., Section (b), Declaration of Condominium, to add a new fourth paragraph, to read as follows:

(b) RENTAL OR LEASE: . . .

At no time shall more than ten (10%) percent of the Apartments be occupied by other than the owner(s). 10% percent shall be five (5) Apartments. The term "rental apartment" shall mean all Apartments occupied by other than the registered owner(s). The sole exception will be for immediate family members, occupying an Apartment in the absence of a registered owner. "Immediate family" shall be defined as "parents, children, brothers and sisters of owner or owner's spouse." This restriction will take effect upon being recorded in the Pinellas County Public Records, and shall apply to all leases entered into subsequent to the recording date. Any lease in force at the date of the recording shall continue in force until the expiration of its term. New leases presented to the Association for approval shall be registered with the time and date of presentation, and the Board shall make a determination of when the 10% limit has been reached, reviewing applications on a first come, first serve basis, as reflected by the registration information on the Lease. Requests for rental approval which are received after the 10% limit has been reached will be placed on a waiting list as they are received, and will be considered for approval if and when the number of rentals falls below the 10% limit, in order of their receipt by the Association.

4. Amendment to Article 18., Section (c), Declaration of Condominium, to read as follows:

(c) CORPORATE PURCHASER: ~~If the purchaser or Lessee is a corporation, the approval may be conditioned upon the approval by the Association of all occupants of the condominium parcel.~~ No condominium parcel may be sold to a corporation, partnership, or other business entity, with the sole exception that the Association may take title to a unit pursuant to the Governing Documents of the Condominium and the Association.

PLEASE NOTE: NEW TEXT INDICATED BY UNDERLINING; UNAFFECTED TEXT INDICATED BY ". . ."

AMENDMENTS TO
DECLARATION OF CONDOMINIUM OWNERSHIP OF
TOWN SHORES OF GULFPORT, NO 203, INC., A CONDOMINIUM
AND THE BY-LAWS OF
TOWN SHORES OF GULFPORT, NO. 203, INC.

1. Amendments to Article 18., Section (b)(1.), Declaration of Condominium, and Article X., Section A. of the By-Laws, to read as follows:

18. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS:

In order to insure a community of congenial residents and thus protect the value of the units, the sale, leasing, rental and transfer of units by any owner other than Developer shall be subject to the following provisions:

...
(b) RENTAL OR LEASE: A condominium parcel shall not be leased or rented . . . The Board of Directors shall have the right to require that a substantially uniform form of Lease be used. A condominium unit may not be leased or rented for less than a three month period of time, or for longer than twelve months. A lease of lesser duration due to extenuating circumstances may be granted by the Board of Directors. A maximum of ~~two~~ one leases per year- any twelve-month period will be granted.

ARTICLE X
HOUSE RULES

In addition to the other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may be hereafter adopted by the Board or Directors, shall govern the use of the condominium units located on the property, and the conduct of all residents thereof.

A. The condominium units shall be used for residential purposes only. ~~A condominium unit may not be leased or rented for less than a three month period of time. A lease of lesser duration due to extenuating circumstances may be granted by the Board of Directors. A maximum of two leases per year will be granted.~~

2. Amendment to Article 18., Section (b), Declaration of Condominium, to add a new third paragraph, to read as follows:

(b) RENTAL OR LEASE: . . .

A condominium parcel cannot be rented or leased during the first eighteen (18) months of ownership.

3. Amendment to Article 18., Section (b), Declaration of Condominium, to add a new fourth paragraph, to read as follows:

(b) RENTAL OR LEASE: . . .

At no time shall more than ten (10%) percent of the Apartments be occupied by other than the owner(s). 10% percent shall be five (5) Apartments. The term "rental apartment" shall mean all Apartments occupied by other than the registered owner(s). The sole exception will be for immediate family members, occupying an Apartment in the absence of a registered owner. "Immediate family" shall be defined as "parents, children, brothers and sisters of owner or owner's spouse." This restriction will take effect upon being recorded in the Pinellas County Public Records, and shall apply to all leases entered into subsequent to the recording date. Any lease in force at the date of the recording shall continue in force until the expiration of its term. New leases presented to the Association for approval shall be registered with the time and date of presentation, and the Board shall make a determination of when the 10% limit has been reached, reviewing applications on a first come, first serve basis, as reflected by the registration information on the Lease. Requests for rental approval which are received after the 10% limit has been reached will be placed on a waiting list as they are received, and will be considered for approval if and when the number of rentals falls below the 10% limit, in order of their receipt by the Association.

4. Amendment to Article 18., Section (c), Declaration of Condominium, to read as follows:

(c) CORPORATE PURCHASER: ~~If the purchaser or Lessee is a corporation, the approval may be conditioned upon the approval by the Association of all occupants of the condominium parcel.~~ No condominium parcel may be sold to a corporation, partnership, or other business entity, with the sole exception that the Association may take title to a unit pursuant to the Governing Documents of the Condominium and the Association.

PLEASE NOTE: NEW TEXT INDICATED BY UNDERLINING; UNAFFECTED TEXT INDICATED BY ". . ."

PREPARED BY AND RETURN TO:
Ellen Hirsch de Haan, Esquire
Becker & Poliakoff, P.A.
2401 West Bay Drive, Suite 104
Largo, Florida 33770

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement") is made this ____ day of _____, 2003 by TOWN SHORES OF GULFPORT NO. 203, INC., hereinafter referred to as "Grantor" or "Association," a Florida not for profit corporation; in favor of PEOPLES GAS SYSTEM, a Division of Tampa Electric Company, a Florida corporation, hereinafter referred to as "Grantee" or "TECO."

WITNESSETH:

WHEREAS, Grantor is the not for profit Florida Corporation created to maintain, and manage the common elements (hereinafter, the "Condominium Property") and the operations of Town Shores of Gulfport No. 203, A Condominium, (hereinafter, the "Condominium") legally described in the Declaration of Condominium, as same is recorded in Official Records Book 3771, at Page 268, of the Pinellas County Public Records, which is located within the Town Shores Community in Gulfport, Florida, (hereinafter, the "Property"); and

WHEREAS, the Association is a member of the Town Shores Master Association, Inc., (hereinafter the "Master Association"), the not for profit Florida Corporation created to own, maintain, and manage the Recreational Facilities for and on behalf of the Condominiums located on the Property, as described in the Deed recorded in Official Records Book 6728, at Page 1482, and pursuant to the Articles of Incorporation and By-Laws, recorded in Official Records Book 6919, at Page 913, all of the Pinellas County Public Records (hereinafter, the "Property"); and

WHEREAS, Florida Statutes, Section 718.111(10), provides that each Association on the Property within the Master Association has the power to grant easements on or across common elements or association property, on behalf of the unit owners in that particular Condominium. The respective Boards of Directors have the power to grant an easement on, over and across Condominium property to provide for the takeover of future maintenance and repair of the gas distribution system throughout the Condominium Property; and

WHEREAS, the Board of Directors for the Association has met and approved the granting of the easement, and assigned the Master Association the ability and authority to enter into an Easement Agreement regarding the Property; and

WHEREAS, Grantor desires to grant and convey to Grantee a non-exclusive easement in, on, over, and through the common elements of the Condominium Property in favor of and for the benefit of Grantee for the purpose of providing physical and legal access necessary for the installation, operation, maintenance, repair and replacement of the Gas Distribution System (hereinafter the "System") located on the Condominium Property, as described on Exhibit "B" attached hereto and by reference made a part hereof.

NOW, THEREFORE, for and in consideration of the granting of the easement, mutual benefits, conditions and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor and Grantee hereby agree as follows:

1. Grantor hereby grants and conveys to Grantee, and Grantee's subsidiaries, affiliates, agents, consultants, contractors, employees, successors and assigns, a non-exclusive easement in, on, over, and through the Condominium Property for the installation, operation, maintenance, repair and replacement of the System located thereon.

2. The Grantor covenants that it has the right to convey the said non-exclusive Easement and that the Grantee, its successors and assignees shall have use and enjoyment of said easement.

3. Grantee, at its sole cost and expense, at all times shall promptly repair any portion of the Condominium Property which is damaged at any time by Grantee, Grantee's employees, agents or invitees, during Grantee's use of the Easement.

4. In consideration of the grant of this easement, Grantee agrees to indemnify and hold Grantor harmless from and against any and all losses, damages, causes of action, claims, liabilities, costs and expenses (including reasonable attorneys' fees and court costs), incurred by Grantor as a result of the conduct of Grantee or from mechanic's liens, injury to persons or damage to the Condominium Property in connection therewith. Except as provided in the previous sentence, Grantee shall conduct such construction and shall otherwise enter upon the Condominium Property at its sole risk, cost and expense.

5. In the event of any breach of any and all covenants and agreements set forth in this grant of easement, the parties shall be entitled to all remedies available at law or in equity including, but not limited to specific performance or injunctive relief. In the event of litigation (at the trial or appellate levels) arising in connection with this grant of easement, the prevailing party shall be entitled to be reimbursed for all costs incurred in connection with such litigation, including, without limitation, reasonable attorneys' fees and costs.

This Easement and the rights granted shall run with the land and shall be binding upon and inure to the benefit of the Grantor and Grantee, and all their successors and assigns. Termination of this Easement will require written consent of both parties. Relocation of any easement hereunder which involves modification of any portion of the System which has been connected to Grantee's development main will require Grantee's written consent.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESSES

Sign _____

Print _____

Sign _____

Print _____

TOWN SHORES OF GULFPORT,
NO. 203, INC.

By: _____

Gus Zegelbrier, President

Address: 3114 59th Street S.

Gulfport, FL 33707

WITNESSES

Sign _____

Print _____

Sign _____

Print _____

PEOPLES GAS SYSTEM, a division of
Tampa Electric Company

By: _____

_____, President

Address: P.O. Box 2562

Tampa, FL 33601

STATE OF FLORIDA
COUNTY OF PINELLAS

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2003, by _____, as President of Town Shores of Gulfport No. 203, Inc., a Florida not for profit corporation, on behalf of said corporation.

Personally Known _____ or

Produced Identification _____

Type of Identification _____

My Commission expires: _____

NOTARY PUBLIC - STATE OF FLORIDA

print Gregory G. Fata

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2003, by _____, as _____ of Peoples Gas System, a Division of Tampa Electric Company, a Florida corporation, on behalf of said corporation.

Personally Known _____ or

Produced Identification _____

Type of Identification _____

My Commission expires: _____

NOTARY PUBLIC - STATE OF FLORIDA

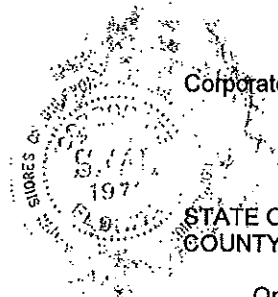
print _____

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION AND BY-LAWS
OF
TOWN SHORES OF GULFPORT #203, INC.**

NOTICE IS HEREBY GIVEN that at a fully called meeting of the members of Town Shores of Gulfport #203, Inc. on November 2, 2005, by a vote of not less than two-thirds (66 2/3%) of the vote of the membership present/proxy and voting. The Declaration and By-Laws of TOWN SHORES OF GULFPORT #203, INC., as originally recorded (See Attached documents) in the Public Records of Pinellas County, Florida, be and the same are amended as attached:

IN WITNESS WHEREOF, Town Shores Of Gulfport #203, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove this 2nd day of November in the year 2005.

Town Shores of Gulfport #203, Inc.
Dover Building



Corporate Seal

Emma Banks

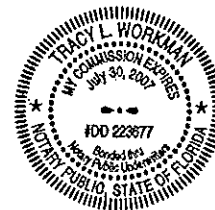
Emma Banks, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 2nd of November 2005, personally appeared before me Emma Banks, Secretary, of Town Shores of Gulfport #203, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.

Nancy L. Workman

Notary Public



STATE OF FLORIDA - PINELLAS COUNTY

I hereby certify that the foregoing is a true copy as the same appears among the files and records of this court.

This NOV 8 2005

Ken Burke

Ken Burke
Clerk of Circuit Court

By: _____
Deputy Clerk

Belinda Newcomb

BELINDA NEWCOMB

**DECLARATION OF CONDOMINIUM OWNERSHIP OF
TOWN SHORES OF GULFPORT, NO. 203, INC.,
A CONDOMINIUM
AND THE BY-LAWS OF TOWN SHORES OF GULFPORT, NO. 203, INC.**

Section 15. (b)(1)(dd) of the Declaration of Condominium to read as follows:

(b) BY THE CONDOMINIUM PARCEL OWNER: The responsibility of the condominium parcel owner shall be as follows:

(dd) That the repair, replacement and maintenance cost of such items as wall, ceiling and floor covering, electrical fixtures, kitchen cabinets, appliances, bath and shower related interior fixtures, shower pans, windows, glass, screens, air conditioning, air conditioning pans, heating units, ~~the inside and inside~~ all portions of the frame of unit exit doors, unit exit doors, hinges, locks and other hardware, threshold and shutters shall be the responsibility of the unit owner. Any replacement exterior door must match the type, color and style of the other doors in the Condominium.

2. Section 20. of the Declaration of Condominium, to read as follows:

20. OBLIGATIONS OF MEMBERS: In addition to other obligations and duties heretofore set out in this Declaration every condominium shall:

(a) Not use or permit the use of his unit for any purpose other than as a single family residence

and maintain his unit in a clean and sanitary manner, which includes prompt disposal of garbage and/or trash and regular cleaning of the interior of the unit. An owner shall not permit or suffer anything to be done or kept in his/her/their unit which will attract pests of any kind, create offensive odors, or otherwise create a nuisance.

(i) Parking shall be limited to passenger automobiles or passenger stationwagons—in the parking space allotted. Passenger automobiles shall have no more than four (4) wheels, two (2) axles, be no longer than 19 feet with extensions and no wider than 6 1/2 feet, and must fit completely into the parking space allotted. Washing of passenger automobiles and passenger stationwagons—any motor vehicle shall not be allowed on the premises.

(p) Each ground floor unit owner who uses an area of the Common Elements which abuts the exterior of his/her condominium unit must maintain that area in a clean and neat condition. If the Association is required to maintain any portion of the common elements in that area, the owner shall be responsible for removal of any modifications, furnishings or other personal property, at his/her sole expense.

3. Article II, Section 5. of the By-Laws, to add a new section I., to read as follows:

Section 5. Powers: The property and business of the corporation shall be managed by the Board of Directors, who may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration to which these By-Laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following items:

I. To assess fines against an owner or an owner's family, guests, lessees or any other person(s) who violate the provisions of the Declaration of Condominium, the Articles of Incorporation and By-Laws of the Association or the Rules and Regulations and Policies of the Association, all as adopted or amended by the Board of Directors from time to time. The fines shall be levied in such amounts as may be set forth in Chapter 718, Florida Statutes, as amended from time to time, and shall be levied according to the procedures set forth in the Rules and Regulations of the Association, as promulgated by the Board of Directors, and amended from time to time.

**PLEASE NOTE: ADDITIONS INDICATED BY UNDERLINING,
DELETIONS INDICATED BY "... " AND UNAFFECTED TEXT
INDICATED BY "... "**