

**DECLARATION OF CONDOMINIUM
BY-LAWS
ARTICLES OF INCORPORATION**

FOR

TOWN SHORES OF GULFPORT NO. 217, INC.

THE WINDSOR

**6020 Shore Blvd. South
Gulfport, Florida 33707**

NOTES

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These Documents have been retyped and include all amendment changes that have been passed by the membership to November 1, 1992.

All references of the original Service and Maintenance Agreement (Exhibit "A") have been omitted as per the Amendment recorded on November 27, 1989 O.R. BOOK 7137, PAGE 1109-1111. In addition, instructions for the turnover from Developer to the Association have been eliminated as it is now obsolete.

The Amendments have been designated by **bold print** and an asterisk (**) in the left hand margin with the date of recording, O.R. Book and Page number. The original amendments and any resolutions adopted can be found in full context at the back of this book.

Any Amendments passed after distribution of this new book should be placed at the very back of the last page contained herein.

Recorded
Pinellas County
July 3, 4:21 PM, 1975

**DECLARATION OF CONDOMINIUM
OWNERSHIP OF TOWN SHORES OF
GULFPORT, NO. 217, INC., A
CONDOMINIUM**

This is a Declaration of Condominium made this 28th day of June, 1975, by METRO COMMUNITIES CORPORATION, A corporation existing under the laws of the State of Florida, hereinafter referred to as the "Developer", for itself and its successors, grantees and assigns, to its grantees and assigns, and their heirs, successors and assigns:

WITNESSETH:

Whereas, Developer is the owner of certain real property and
Whereas, Developer will erect on said real property a multi-unit apartment building and related facilities; and
Whereas, Developer desires to submit said real property and said apartment building with related facilities to condominium ownership, all pursuant to Chapter 711, Florida Statutes, as amended (1974), known as the Condominium Act:

Now therefore, the said METRO COMMUNITIES CORPORATION hereby makes the following Declaration:

1. PROPERTY: The following described property, hereinafter referred to as "condominium property", is hereby submitted to condominium ownership:

From the Northeast corner of Section 32, Township 31 South, Range 16 East, run South 00 degrees 20'00" East, 3843.20 feet; thence run South 89 degrees 40'00" West, 520.00 feet; thence run South 34 degrees 53'57" West, 201.14 feet; thence run North 61 degrees 26'13" West, 10.13 feet; thence run North 28 degrees 44'45" West, 13.00 feet; thence run North 43 degrees 31'28" West, 46.31 feet; thence run North 54 degrees 46'26" West, 23.61 feet; thence run North 54 degrees 06'01" West, 369.06 feet to the Point of Beginning. Thence run South 21 degrees 21'27" West, 153.18 feet; thence run South 34 degrees 42'18" West, 135.00 feet; thence 396.72 feet along the arc of a curve to the left, having a radius of 1230.00 feet, chord North 70 degrees 17'59" West, 395.00 feet; thence run North 14 degrees 30'27" East, 127.91 feet; thence run North 20 degrees 50'47" East, 166.85 feet; thence run South 69 degrees 09'13" East, 435.95 feet; thence run South 54 degrees 05'15" East, 7.04 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 as may be required and for the use of the telephone, power and gas companies as they may require.

Condominium Plats pertaining hereto are recorded in Condominium Plat Book 21, Pages 60, 61, and 62. together with all improvements erected or installed on said land including one building containing one hundred twenty one (121) units and related facilities.

2. NAME: The Condominium is to be identified by the name of TOWN SHORES OF GULFPORT NO. 217, INC., a Condominium.

3. DEFINITIONS: For all purposes in this Declaration and for all purposes in the Articles of Incorporation and By-Laws of TOWN SHORES OF GULFPORT, NO. 217, INC., a Florida non-profit Corporation, the following words shall have the definitions as hereinafter stated, to-wit;

(a) Assessment means a share of the funds required for the payment of common expenses which from time to time are assessed against the unit owner.

(b) Association means the entity responsible for the operation of a condominium.

(c) Board of Directors or other representative body responsible for administration of the association.

(d) By-Laws means the By-Laws for the government of the condominium as the condominium exists from time to time.

(e) Common elements means the portions of the condominium property not included in the units.

(f) Common Expenses means the expenses for which the unit owners are liable to the Association.

(g) Common surplus means the excess of all receipts of the association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

(h) Condominium is that form of ownership of condominium property under which units are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

(i) Condominium parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

(j) Condominium property means and includes the lands that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

(k) Declaration, or Declaration of Condominium, means the instrument or instruments by which a condominium is created, and such instrument(s) as they are from time to time amended.

(l) Developer means an entity who creates a condominium, or who offers condominium parcels owned by him for sale or lease in the ordinary course of business, except that the term developer shall not include the owners or lessees of units in condominiums who offer the units for sale or lease or their leasehold interests for assignment, when they have acquired or leased the units for their own occupancy or use. The definition shall be construed liberally to accord substantial justice of a unit owner or lessee.

(m) Operation or operation of condominium, means and includes the administration and management of the condominium property.

(n) Unit means a part of the condominium property which is to be subject to private ownership. A unit may be in improvements, land, or land and improvements together, as specified in this declaration.

(o) Unit owner or owners of a unit means the owner of a condominium parcel.

(p) Residential condominium means a condominium comprising condominium units any of which are intended for use as a private residence, domicile or homestead.

(q) Member means an owner of a condominium parcel who is a member of TOWN SHORES OF GULFPORT, NO. 217, INC., a Florida non-profit membership corporation, hereinafter, referred to as the "Association".

(r) Voting Member – That member designated by the owner or owners, as recorded in the public records of Pinellas County, Florida, of a vested present interest in a single condominium parcel, owning the majority interest in such single condominium parcel, the designation of whom shall be by statement filed with the Secretary of the Association, in writing, signed under oath, and who shall continue to cast the vote for all such owners until such time as another person is properly designated as the voting member by those persons or entities owning the majority interests in such single condominium parcels by a similar written, sworn statement filed with the Secretary.

(s) Institutional mortgagee means a bank, life insurance company, a federal savings and loan association, a state savings and loan association, an institutional investor, mortgage banker, insurance company, and/or real estate investment trust holding a mortgage on one or more condominium parcels.

4. IDENTIFICATION: The condominium units and all other improvements constructed on the condominium property are set forth in the plat attached as Exhibit "D" (to be included in final documents). The construction of the improvements described thereon is sufficiently complete so that such material, together with the wording of this Declaration, is a true and correct representation of the improvements described, and there can be determined there from the identification, location, and dimensions of the common elements and of each unit. Each condominium unit is identified by a number as shown on the plat attached hereto so that no unit bears the same designation as does any other unit.

5. CHANGES IN PLANS AND SPECIFICATIONS: The Developer is hereby authorized to make whatever changes it may deem necessary in the plans and specification during the construction of improvements on said condominium.

6. DEVELOPER'S UNIT AND PRIVILEGES: (a) The Developer is irrevocably empowered, notwithstanding anything herein to the contrary to sell, lease or rent units to any person approved by it. Said Developer shall have the right to transact on the condominium property any business necessary to consummate sale of units, including, but not limited to the right to maintain condominium models, have signs, employees in the office, use the common elements and to show units. A sales office, signs and all items pertaining to sales shall not be considered common elements and remain the property of the Developer. In the event there are unsold units, the Developer retains the right to be the owner thereof, under the same terms and conditions as other owners, save for this right to sell, rent or lease as contained in this paragraph.

(b) A Developer owning condominium units offered for sale shall be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the Declaration of Condominium and terminating not later than the first day of the fourth calendar month following the month in which such declaration is recorded, or for a period terminating with the first day of the month of the third succeeding calendar month after the closing of the purchase and sale of any condominium unit within the condominium to an owner who is not the Developer, the nominee of the Developer, or a substitute or alternative Developer, whichever shall be the later date; or

A developer owning condominium units shall be excused from the payment of his or its share of the common expense in respect of those condominium units during such period of time that he or it shall have guaranteed that the assessment for common expenses of the condominium, imposed upon the owners other than the Developer or such person making the guarantee, shall not increase over a stated dollar amount, and obligate himself or itself to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other owners.

7. COMMON ELEMENTS: Common elements as hereinabove defined shall include within its meaning the following items:

(a) The land on which the improvements are located and any other land included in the condominium property whether or not contiguous.

- (b) All parts of the improvements which are not included within the units.
- (c) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.
- (d) An easement of support in every portion of a unit which contributes to the support of a building.
- (e) Installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.
- (f) The property and installation in connection there with required for the furnishing of services to more than one condominium unit or to the common elements.
- (g) The common elements designated by this declaration may be enlarged by an amendment to this declaration that includes the description of land owned by the Association and submits the land to the terms of this Declaration. The Amendment shall be approved and executed in the manner required by this Declaration and shall be executed by the Association. Such an amendment shall divest the Association of title to the land and shall vest the title in the unit owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the common elements that are appurtenant to the units owned by them.
- (h) An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
 - (i) An undivided share in the common surplus.
 - (j) cross easements for ingress, egress, support, maintenance, repair, replacement and utilities.
 - (k) Easement or encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlements or movements of the building or by minor inaccuracies in building or re-building which now exists or hereafter exist, and such easements shall continue until such encroachment no longer exists.
- (1) The exclusive right to use such portion of the common elements as may be provided by this Declaration.

8. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS: The undivided shares stated as percentages, in the common elements appurtenant to each of the condominium units are as follows:

UNIT	%	UNIT	%	UNIT	%
101	0.94%	501	0.94%	901	0.94%
102	0.80%	502	0.80%	902	0.80%
103	0.80%	503	0.80%	903	0.80%
104	0.80%	504	0.80%	904	0.80%
105	0.80%	505	0.80%	905	0.80%
106	0.65%	506	0.65%	906	0.65%
107	0.65%	507	0.65%	907	0.65%
108	0.65%	508	0.65%	908	0.65%
109	0.65%	509	0.65%	909	0.65%
110	0.80%	510	0.80%	910	0.80%
111	0.80%	511	0.80%	911	0.80%
112	1.19%	512	1.19%	912	1.19%
201	0.94%	601	0.94%	1001	0.94%
202	0.80%	602	0.80%	1002	0.80%
203	0.80%	603	0.80%	1003	0.80%
204	0.80%	604	0.80%	1004	0.80%
205	0.80%	605	0.80%	1005	0.80%
206	0.65%	606	0.65%	1006	0.65%
207	0.65%	607	0.65%	1007	0.65%
208	0.65%	608	0.65%	1008	0.65%
209	0.65%	609	0.65%	1009	0.65%
210	0.80%	610	0.80%	1010	0.80%
211	0.80%	611	0.80%	1011	0.80%
212	1.19%	612	1.19%	1012	1.19%
301	0.94%	701	0.94%	Penthouse	4.70%
302	0.80%	702	0.80%		
303	0.80%	703	0.80%		
304	0.80%	704	0.80%		
305	0.80%	705	0.80%		
306	0.65%	706	0.65%		
307	0.65%	707	0.65%		
308	0.65%	708	0.65%		
309	0.65%	709	0.65%		
310	0.80%	710	0.80%		
311	0.80%	711	0.80%		
312	1.19%	712	1.19%		
401	0.94%	801	0.94%		
402	0.80%	802	0.80%		
403	0.80%	803	0.80%		
404	0.80%	804	0.80%		
405	0.80%	805	0.80%		
406	0.65%	806	0.65%		
407	0.65%	807	0.65%		
408	0.65%	808	0.65%		
409	0.65%	809	0.65%		

410	0.80%	810	0.80%
411	0.80%	811	0.80%
412	1.19%	812	1.19%

9. COMMON EXPENSES AND COMMON SURPLUS: (a) Common expenses shall include the expenses of the operation, maintenance, repair, or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expense designated as common expense by the law, this Declaration or the By-Laws.

** (11/27/89 O.R. 7137 PAGE 1108 AND 3/23/92 O.R. 7850 PAGE 2228) (b) Common expenses shall be shares in accordance with the undivided shares stated as percentages in Paragraph 8. It is understood that this shall include the expenses in connection with any assessments, insurance and all other expenditures for which the Association shall be responsible. These assessments may be modified by rounding off all assessments to the nearest dollar amount to-wit: \$.01 to \$.49 shall be adjusted downward; \$.50 to \$.99 shall be adjusted upward.

(c) The common surplus shall be owned by unit owners in the shares provided in Paragraph 8 above.

10. GOVERNING BODY: The affairs of the condominium shall be conducted by a Corporation incorporated pursuant to the Florida Statutes governing corporation not for profit. The name of the Corporation shall be TOWN SHORES OF GULFPORT, NO. 217, INC., a Condominium, hereinafter called the "Association". The Articles of Incorporation are attached hereto and made a part hereof by reference and marked Exhibit "C", and the By-Laws of the Association are attached to and made a part hereof by reference marked Exhibit "B".

11. THE ASSOCIATION: The Developer and all persons here after owning condominium parcels (owners) whose interest is evidenced by the recordation of a proper instrument in the public records of Pinellas County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

There shall not be more than one hundred twenty one (121) voting members at any one time and each may cast one (1) vote. A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which he owns.

All of the affair, policy, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association consisting of not less than five (5) members and not more than seven (7) members.

12. AMENDMENT OF DECLARATION:

******(10/14/02 O.R. 8059 PAGE 1159) (a) This Declaration may be amended by affirmative vote of two-thirds (2/3rds) of the condominium parcels at a meeting duly called for this 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 mortgagee having a mortgage or other lien against one or more condominium parcel, or any other record owners of liens thereon. Save and accept if such amendment is for the purpose to correct an error or omission in this Declaration of Condominium or in other documentation required by law to establish the condominium form of ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty-one percent (51%) of the members of the Association present or represented by written proxy in accordance with the By-Laws, and recorded among the public records of Pinellas County; provided, however, that the property rights of the owners are not materially and/or adversely affected by such amendment.

(b) However, no amendment shall change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, nor change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus, unless the record owner thereof and all record owners of liens thereon shall join in the execution of the amendment. If it shall appear through scrivener's error that all of the common expenses of interest in the common surplus or all of the common elements in the condominium have not been distributed in the Declaration, such that the sum total of the shares in the common elements which have been distributed or the sum total of the shares of the common expenses of ownership of common surplus fail to equal one hundred percent (100%), or if it shall appear that through such error more than one hundred percent (100%) of common elements or common expenses or ownership of the common surplus shall have been distributed, such error may be corrected by the filing of an amendment to this Declaration executed by the Association, the owners of the units and the owners of liens thereon for which modification in the share of common element or shares of common expense or the common surplus are being made. No other unit owner shall be required to join in or execute such an amendment.

(c) In no event shall any amendment to this Declaration be made without first obtaining the written consent of the institutional mortgagee who have joined in this Declaration.

13. TYPE OF OWNERSHIP: Ownership of each condominium parcel shall be by Warranty Deed from the Developer conveying fee simple title to each condominium parcel. There shall be included in each parcel, the undivided share in the common elements herein specified.

14. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION: Common expenses shall be assessed against each condominium parcel of the Association as provided in Paragraphs 8 and 9 above.

Every assessment, regular or special, made hereunder, and costs incurred in collecting same, including reasonable attorney's fees, shall be paid by the unit owner when due.

Failure to pay any assessment when due shall entitle the Association to the right to record and foreclose a Claim of Lien as set forth in Chapter 711.15, Florida Statutes, (as amended – 1974). All assessments which are not paid shall bear interest at the highest rate allowed by law to charge to individual in the State of Florida.

When the institutional mortgagee of a first mortgage forecloses his first mortgage, said first mortgagee acquiring title shall not be liable for assessments chargeable to the former unit owner which came due prior to acquisition of title by the said first mortgage, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share shall be deemed to be common expenses, collectible from all of the owners including such acquiror of title through foreclosure.

**** (11/27/89 O.R. 7237 PAGE 1109) 15. MAINTENANCE:** The responsibility for the maintenance of the condominium unit and parcel as it may apply hereafter, shall be as follows:

(a) **BY THE ASSOCIATION:** The Association shall maintain, repair, and replace at the Association's own expense:

(1) All portions of the units, except interior wall surfaces, contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building and load bearing columns.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility service which are contained in the portions of the unit contributing to the support of the building or within the interior boundary walls, and all such facilities contained within a condominium unit which service part or parts of the condominium other than the unit within which it is contained.

(3) All incidental damage caused to a condominium unit by such work shall be promptly repaired at the expense of the Association.

(b) **BY EACH UNIT OWNER:** The responsibility of the unit owner shall be as follows: (1) To maintain in good condition, repair and replace, at his expense, all portions of the unit, except those portions to be maintained, repaired and replaced by the Association, which shall include but not be limited to the following:

(aa) Repair of water leaks within the unit.

(bb) Repair any and all gas and/or electrical defects, as the case may be, within the unit.

(cc) Repair any and all heating defects within the unit. In the event that such repairs are not made by the unit owner within fifteen (15) days after notice by the Association, the Association shall have the right to enter the unit and make such repairs and assess the unit owner accordingly. Such shall be done without disturbing the rights of other unit owners.

**** (10/14/92 O.R. 8059 PAGE 1158) (dd)** That the repair, replacement and maintenance cost of such time 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 frame of unit exit doors, hinges, locks, threshold and shutters shall be the responsibility of the unit owner.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.

(3) To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

(4) No unit owner shall make any alterations in the portions of the building which are to be maintained by the Association, or to remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement without first obtaining approval from the Board of Directors of the Association.

(5) Any owner of any unit that has acquired or been designated a parking space which is sheltered or covered in some manner shall be responsible for the maintenance and upkeep of said covered shelter. The said owner agrees further to contribute his prorata share, with other parking spaces within the project, that are sheltered or covered in some manner.

16. ENFORCEMENT OF MAINTENANCE: In the event any owner unit fails to maintain his unit as required above, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provisions; however, any lender or owner in the event the Association fails to comply with the terms and conditions of this Declaration or its Articles of Incorporation and By-Laws may apply to a Court of competent jurisdiction for the appointment of a Receiver for the purpose of carrying out the terms and conditions required to be performed by the Association.

17. INSURANCE: The insurance provided for which shall be carried upon the condominium property and the property of the condominium parcel owners shall be governed by the following provisions:

**** (3/23/92 O.R. 7850 PAGE 2226)** (a) All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the condominium parcel owners and their institutional mortgagees, as their interests may appear and provisions shall be made for the issuance of certificate of mortgagee endorsements to the institutional 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.

**** (10/14/92 O.R. 8059 PAGE 1157)** (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.

(b) **COVERAGE:** (1) **CASUALTY:** All buildings and improvements upon the land and all personal property included in the condominium property, and other than personal property owned by condominium parcel owners, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation cost. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use as the building on said land, including, but not limited to, vandalism and malicious mischief.

(2) **PUBLIC LIABILITY:** The Board of Directors of the Association shall have the right to contract for additional public liability insurance as they may deem necessary at the expense of the Association.

(3) **FLOOD INSURANCE PROTECTION:** Under the Flood Disaster Protection Act of 1973, if required, to meet the requirements of the law.

(4) **WORKMEN'S COMPENSATION:** to meet the requirements of law.

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the general expense account.

(d) All insurance policies purchased by the Association shall be for the benefit of the Association and the condominium parcel owners and their institutional mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association. Proceeds on account of damages to common elements shall be held as property of the condominium parcel owners in accordance with the percentages herein specified.

(e) In the event a loss occurs to any improvement within any of the units alone, without any loss occurring to any of the improvements within the common elements, payment under the insurance policies shall be made to such unit owners and any institutional mortgagees holding mortgages on said units, if there be mortgages on said units, as their interests may appear, and it shall be the duty of those condominium parcel owners to effect the necessary repairs to the improvements within their respective units.

(f) In the event that loss occurs to improvements within units and the contiguous common elements, or to improvements within the common elements alone, payment under the insurance policies shall be made jointly to the Association and the first mortgagees holding mortgages on the units, and the proceeds shall be expended or disbursed as follows:

(1) If the institutional first mortgagees agree, all payees shall endorse the insurance company's check to the Association and the Association will promptly contract the necessary repairs to the improvements within the common elements and within the damaged units. In the event the insurance proceeds should be sufficient to repair all of the damage within the units, but insufficient to repair all of the improvements within the common elements, the proceeds shall be applied first to completely repair the damages within the units and the balance of the funds shall be apportioned to repair improvements within the common elements, and the unit owners shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the common elements.

(2) In the event all institutional mortgagees do not agree to the endorsement of the proceeds as provided in Paragraph 17 (f) (1) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any one or more unit, which institutional mortgagee shall hold the insurance proceeds in escrow and the escrow agent (should there be no such institutional mortgagee or none with legal capacity to perform such escrow, then the payee shall endorse the insurance check to the Association as escrow agent) shall disburse funds as follows:

(aa) In the event any institutional mortgagee demands application of insurance proceeds to the payment of its loan, the escrow agent shall distribute such proceeds jointly to the respective unit owners sustaining damages and their mortgagees, as their interest may appear in accordance with damage sustained by each unit and in relation to the total damage claim and the amount of insurance funds available.

(bb) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common property and within the units, and provided all institutional mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose the improvements shall be completely repaired and restored. In this event, the Association shall negotiate and obtain a reputable contractor willing to do the work on a fixed price basis. The escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the construction contract between the Association and the Contractor, which contract shall be subject to the prior written approval of the escrow agent.

(cc) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interest appear, to obtain the necessary funds to repair and restore the improvements within the common elements and the units, provided that the insurance funds available be applied first to repair the units damaged and such assessment shall be for repairs to the common elements and the units.

(cc) continued: In the event the majority of the voting members vote in favor of the special assessment, the Association shall immediately levy such assessments and funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment and 100% vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each unit as per Paragraph 8 and 9 of this Declaration of Condominium, and the condominium project may be terminated as provided for in Paragraph 23 hereinafter.

(g) If there has been loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the units, and if the majority of the voting members vote against levying the special assessment referred to above, and 100% vote to abandon the condominium project, same shall be abandoned subject to the provisions of Paragraph 23 hereinafter. As evidence of the Members resolution to abandon, the President and Secretary of the Association shall effect and place in the public records of Pinellas County, Florida, an affidavit stating that such resolution was properly passed, to which a copy of the consent of the unit owners and holders of all liens shall be affixed.

(h) Under all circumstances, the Board of Directors of the Association hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements within units or common elements, subject to the approval of any institutional mortgagee of the premises damaged.

(i) In the event an institutional mortgagee requires any form of flood insurance as a condition to granting a mortgage and/or any other form of financing on all or any portion of this condominium, then in such event it shall be the obligation of the Association to obtain such insurance on the condominium buildings and make whatever assessments are necessary for this purpose pursuant to Paragraph 14 of this Declaration.

(j) LOSS LESS THAN "VERY SUBSTANTIAL": Where a loss or damage occurs to more than one unit, or to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

(1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(2) If the damage or loss is limited to the common elements, with no, or minimum, damage or loss to any individual units, and if such loss or damage to the common elements is less than \$3,000.00, the insurance proceeds shall be endorsed over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(3) If the damage or loss involves individual units encumbered by institutional mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of \$3000.00, the insurance proceeds shall be disbursed

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to the Association for the repair and restoration of the property upon the written direction and approval of the Association, and provided, however, that upon the request of an institutional mortgagee, the written approval shall also be required of the institutional mortgagee owning and holding the first recorded mortgage encumbering a unit, so long as it owns and holds any mortgage encumbering a unit. At such time as the aforesaid institutional mortgagee is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional mortgagee having the highest dollar indebtedness on units in the condominium property. Should written approval be required, as aforesaid, it shall be said institutional mortgagee's duty to give written notice thereof to the insurance company. The insurance company may rely upon the certificate of the Association and the aforesaid institutional mortgagee, if said institutional mortgagee's written approval is required as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of Mechanics' Liens to the Association, and execute any affidavit required by laws or by the Association or by the aforesaid institutional mortgagee.

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(4) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repairs and restoration of the premises.

(5) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all owners in proportion to the owner's share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual owners for that portion of the deficiency as is attributable to his individual unit; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individual damaged unit(s), then the Board of Directors shall levy the assessment for the total deficiency against all of the owners in proportion to the owners share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be held by the Association and added by said Association to the proceeds available for the repairs and restoration of the property.

(6) In the event the insurance proceeds are insufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no institutional mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan, provided, however, that this provision may be waived by the Board of Directors in favor of any institutional mortgagee upon request therefore, at any time. To the extent that any insurance proceeds are required to be paid over to such institutional mortgagee, the owner shall be obliged to replenish the funds so paid over, and said owner and his unit shall be subject to special assessments for such sum.

(k) "VERY SUBSTANTIAL" DAMAGE: As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4ths) or more of the total unit space in the condominium is rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage placed as per Paragraph 17 (a) hereinabove becomes payable. Should such "very substantial" damage occur, then:

(1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(2) The provisions of paragraph 17 (a) hereinabove shall not be applicable to any institutional mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available to restoration and repair.

(3) Thereupon a membership meeting shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the condominium project, subject to the following:

(aa) If the net insurance proceeds available for restoration and repair, together with the insurance proceeds paid over to the institutional mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the condominium property shall be restored and repaired, unless one hundred percent (100%) of the total votes of the members of the condominium shall vote to abandon the condominium project, in which case the condominium property shall be removed from the provisions of the law, pursuant to the Condominium Act, Chapter 711.16 Florida Statutes as amended (1974).

(bb) If the net insurance proceeds available for restoration and repair, together with funds advanced by the owners to replace insurance proceeds paid over to the institutional mortgagees, are not sufficient to cover the cost thereof, so that a special assessment will be required, then if one hundred percent (100%) of the total votes of the members of the condominium vote against such special assessment and to abandon the condominium project, then it shall be so abandoned and the property removed from the provisions of the law pursuant to the Condominium Act, Chapter 711.16, Florida Statutes, as amended (1974). In the event one hundred percent (100%) of the total votes of the members of a condominium vote in a favor of a special assessment, the Association shall immediately levy such assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions contained herein. The special assessment fund shall be retained by the Association and added to the proceeds from insurance available for the repairs and restoration of the property. The proceeds shall be disbursed by the Association for the repairs and restoration of the above property as provided for herein. To the extent that any insurance proceeds are paid over to such institutional mortgagee, and in the event it is determined not to abandon the condominium project and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to such institutional mortgagee, and said owner and his unit shall be subject to special assessment for such sum.

(4) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all unit owners.

**** (3/29/83 O.R. 5498 PAGE 891, 892, AND 893) 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:

(a) **CONVEYANCES, SALES AND TRANSFERS:** Prior to the sale, conveyance or transfer of any condominium parcel to any other person other than transferor's spouse, the owner shall notify the Board of Directors of the Association in writing, of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made, and such other information as may be required by the Board of Directors of the Association and within fifteen (15) days, the Board of Directors of the Association shall either approve or disapprove a proposed sale, transfer or conveyance, in writing, and shall notify the owner of their decision. In the event the Board of Directors of the Association fail to approve or disapprove a proposed sale within said fifteen (15) day, the failure to act as aforesaid shall be considered approval of the sale.

In the event the Board of Directors of the Association disapprove the proposed sale, conveyance or transfer, and a member shall still desire to consummate such sale, conveyance or transfer, he shall, thirty (30) days before such sale, conveyance or transfer, give written notice to the Secretary of the Association of his intention to sell, convey or transfer on a certain date, together with a copy of the contract setting forth the terms thereof and price; said price, however, shall not exceed the fair market value of said condominium parcel. If a dispute arises as to the definition of fair market value, it shall be resolved as provided for hereinafter. The Association shall promptly notify the members of the Association of the date, price and terms. Any member of the Association shall have the right first over the prospective purchasers to accept such sale or transfer on the terms contained in the notice, provided that he shall so notify the Secretary of the Association, in writing of the acceptance, at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the Secretary of the Association ten percent (10%) of the purchase price as a good faith deposit which information and notice of deposit the Association shall promptly forward to the owner. In the event no members of the Association accept first right of purchase as aforesaid, then the Association must either approve the transaction or furnish a purchaser approved by the Association who will accept the transaction upon the terms and conditions contained in the notice, provided the Association, at least ten (10) days before the date of the intended sale or transfer notify the owner that a purchase has been furnished and that said purchaser has deposited ten percent (10%) of the purchase price with the Association as a good faith deposit for the intended sale. In the event the member giving notice received acceptance from more than one member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice receives no written notice from any member of the Association, accepting the price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the date of sale or transfer, then that member may complete the sale or transfer on the day and at the price and the terms given in his notice, but on no other day or at no other price or terms without repeating the procedure outlined above. In the event the member makes a sale

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or transfer without first complying with the terms hereof, any other member shall have the right to redeem from the purchaser, according to the provisions hereof. The said redemption rights shall be exercised by reimbursing the purchaser for the monies expended as shown on the contract for purchase of a condominium parcel, which shall not exceed the fair market value, and immediately after such reimbursement, said purchaser or transferee shall convey his right, title and interest to the member making the redemption.

An affidavit of the Secretary of the Association stating that the Board of Directors of the Association approved in all respects on a certain date, the sale or transfer of a condominium parcel to certain persons, shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

An affidavit of the Secretary of the Association stating that the Board of Directors of the Association were given proper notice on a certain date of a proposed sale or transfer and that the Board of Directors of the Association disapproved or failed to act on such proposed sale or transfer, and that thereafter, all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a condominium parcel have been complied with and that the sale or transfer of a particular condominium parcel to a particularly named person does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the persons' title to such condominium parcel sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms and on this date stated in the notice given to the Secretary, but one hundred eighty (180) days after the date of the notice of the Board of Directors of the Association, as stated in the affidavit, the redemption rights herein afforded the members of the Association shall terminate.

In case of death of the owner of a condominium parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel;

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and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the condominium parcel; the ownership thereof shall be transferred by legal process to such new owner. In the event said descendent shall have conveyed or bequeathed the ownership of this condominium parcel to some designated person or persons other than the surviving spouse or members of his family as aforescribed, or if some other person is designated by such descendent legal representative to receive the ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida, the Condominium parcel descends to some person or persons other than his surviving spouse or members of his family as a foredescribed, the Board of Directors of the Association shall, within thirty (30) days notice, served upon the President or any other officers of the Association, of proper evidence of rightful designation of such devisee of descendent, express their refusal or acceptance of the individual so designated as owner of the condominium parcel. If the aforesaid Board of Directors of the Association shall consent,

in writing, ownership of the condominium parcel may be transferred to the person so designated, who shall thereupon become the owner of the condominium parcel, subject to the provisions of this enabling Declaration and By-Laws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase, for cash the said condominium parcel at the then fair market value thereof.

In the event a dispute arises as to what should be considered fair market value of the condominium parcel as provided for herein, then the time requirements for approval or disapproval of a proposed sale or other notice requirements as set forth herein in this Paragraph 18 shall be abated until a final decision has been made by an Appraiser appointed by the Senior Judge of the Circuit Court in and for Pinellas County, Florida, upon ten (10) days notice of petition of any party in interest. The expense of appraisal shall be paid by the Seller or the legal representative of the Seller out of the amount realized from the sale of the condominium parcel. In the event the then members of the Association do not exercise the privilege of purchasing said condominium parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the condominium parcel or such person or persons or the legal representative of the seller may sell the said condominium parcel, but the sale shall be subject in all other respects to the provisions of this enabling Declaration, and the By-Laws of the Association.

**** (3/29/83 O.R. 4398 PAGE 893) (b) RENTAL OR LEASE:** A condominium parcel shall not be leased or rented without the prior written approval of the Association, and the terms and 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.

In the event the Board of Directors approves a rental or lease such approval of a lease or rental shall not release the member from any obligation under this Declaration. Any such lease or rental shall be terminate upon the conveyance of a member's membership and interest in a condominium parcel or upon the death of the lessee.

**** (4/12/82 O.R. 5333 PAGE 690)** (c) No purchaser or lessee shall be a corporation or non-natural person.

(d) TRANSFER; MORTGAGEE – DEVELOPER: Notwithstanding anything to the contrary herein, the provisions of this Paragraph 18 shall not be applicable to transfer to institutional mortgagee, whether in foreclosure or by judicial sale, or by a voluntary conveyance in lieu of foreclosure, whereby such institutional mortgagee becomes an owner, nor to the Developer until after the Developer has initially conveyed or disposed of all interest in the property, nor to any transfer, conveyance, sale or lease by such institutional mortgagee.

(e) MORTGAGE: No owner may mortgage his condominium parcel or any interest therein without the approval of the Association, except to a bank, life insurance company, a federal savings and loan association, a state savings and loan association, an institutional investor, mortgage banker, insurance company and/or a real estate investment trust. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

19. RESTRAINT UPON SEPERATION AND PARTITION: Any transfer of a condominium parcel must include all elements thereof as aforescribed and appurtenances thereto, whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements and his Association membership.

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

(b) Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct the rights or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

(c) Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the units and the common elements, which may be adopted in writing from time to time by the Board of Directors of the Association and to see that all persons using owner's property, by, through, or under him, do likewise.

(d) Allow the Board of Directors or the agents and employees of the Association, including the Developer, to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units to determine compliance with these restrictions, reservations, covenants, conditions and easements and By-Laws of the Association.

(e) Show no sign, advertisement or notice of any type on the common elements or his unit and erect no exterior antennas and aerials, except as provided by uniform regulations promulgated by the Association, and there shall be no "for sale" signs in any form or size place inside or outside the windows of the unit or attached to the curtains or venetian blinds or any other part of the condominium unit inside or outside.

(f) Make no repairs to any plumbing or electrical wiring within a unit except by licensed plumbers or electricians authorized to do such work by the Board of Directors or the Association or its agent. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owner's of the unit, whereas the Association or its agents shall pay for and be responsible for plumbing and electrical repairs within the common elements, unless otherwise provided for in Chapter 711, Florida Statutes, as amended (1974).

(g) Parking shall be limited to passenger automobiles or passenger station wagons in the parking space allotted, and any other type of vehicle is specifically excluded, including but not limited to trailers of any kind, whether boat, house or utility, campers and trucks. Washing if any vehicles shall not be allowed on the premises.

(h) Not allow or permit to display laundry or clothing on the porches of the condominium units or anywhere within the said units which would be visible from the outside of the units.

(i) Other than street apparel, Bermuda shorts for both men and women shall be allowed while on or about the premises, provided that men are also attired in shirts and women in blouses. No one shall be attired in a bathing suit on or about the premises unless they are wearing a beach robe, other than at the pool site.

(j) Not be permitted to mechanically make any adjustment whatsoever with reference to any of the equipment found in the meter room, boiler room, or washer and drier room.

(k) Not mechanically adjust or repair the television antenna or amplifier.

****3/29/83 O.R. 5198 PAGE 894 (1) Deleted.**

**** (10/14/92 O.R. 8059 PAGE 1157 Replaces Amendment 5198 Page 894 (m) Not make or cause any structural alteration to and in the building, specifically including, but not limited to screening, or enclosure of private balconies, 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 in this clause. 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.**

(n) Not cause to be constructed or built any additional air conditioning or fan equipment attached to the walls, windows, or doors or displayed in such a manner as to be seen from the outside of the building.

(o) Not cover by shutters, screens, or otherwise, any outside windows or doors of his unit without first obtaining the prior written consent of the Association.

Provision: Provided, however, that until the Developer has completed and sold all of the units of the condominium, neither the unit owners nor the Association or their use of the condominium shall interfere with the completion of the contemplated improvements and the sale of the units. The Developer may make such use of the unsold units, the common areas and the limited common areas as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office for the showing of the property and the display of signs.

**** (10/14/92 O.R. 8059 PAGE 1158)** (q) Not to allow any children under the age of fourteen (14) years to reside on the premises except as permitted by the regulations established by the Association; provided that visitation rights of the children fourteen (14) years or under shall be permitted from time to time under the regulations established and promulgated by the Association. Visitation shall be limited to sixty (60) days. The Board of Directors reserves the right to grant extension upon request of a unit owner due to extenuating circumstances.

**** (4/27/89 O.R. 6987 PAGE 798)** (q) (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 resident 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 Amendment 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 persons IN ACCORDANCE WITH SECTION 807 OF THE FAIR HOUSING AGREEMENT 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.

(r) Be allowed to initially occupy the condominium unit with a pet. In the event said pet dies thereafter, the owner cannot and shall not be permitted to replace said pet.

(s) Not to permit or allow any dogs or cats to walk upon the outside premises of the condominium unless the same be within the confines of the walk areas as are provided and designated as a pet walking area.

(t) No condominium unit shall be leased and/or sublet for a period of less than three (3) consecutive months to any one lessee.

**** (10/14/92 O.R. 8059 PAGE 1158)** (a) The Board of Directors shall have the authority to assess, coordinate and/or appoint a committee of carport owners for carport owners necessary maintenance and repair.

21. PARKING SPACE: Owner is given the right to use his parking space for automobile parking only; the open parking space may from time to time be assigned by the Board of Directors of the Association to a condominium unit, which assignment shall not be recorded among the public records. Any portion of the condominium property may be designated for parking spaces by the Board of Directors, which shall include, if necessary, the condominium property within the common elements which has been or is landscaped if the corporate sovereign having jurisdiction over said property requires, pursuant to zoning ordinances, additional parking space area with reference to the number of condominium units within the condominium complex; except that the Board of Directors of the Association shall not have the authority to designate or relocate a covered parking space or area which has been designated for use to an owner by the Developer without first obtaining the written consent of the owner to whom said parking space has been assigned. The Board of Directors may from time to time, should they determine there be a need, change the open parking spaces assigned to the units provided that a unit always has a parking space. This provision is made in contemplation of the fact that from time to time one or more owners may be under physical disability which would require the assignment of a parking space more convenient to his condominium unit and to give the Association the power and flexibility to deal with such situation. Notwithstanding anything to the contrary herein contained, the Developer retains the right to designate three parking spaces, two covered and one open, for the exclusive use and benefit of the owner, his successors and assigns, of the penthouse unit designated on the plat marked Exhibit "D" hereto. Such designated three parking spaces shall not be altered or reassigned by the Board of Directors without the written consent of the owner, at the time such change is proposed to be made, of the unit designated as Penthouse.

**** (3/29/83 O.R. 5498 PAGE 890 AND 11/27/89 O.R. 7137 PAGE 1109) 22. Deleted**

23. Termination: The condominium may be terminated in the following ,manner:

(a) **AGREEMENT:** The termination of the condominium may be affected by unanimous agreement of the owners and institutional mortgagees holding mortgages on said units, which agreement shall be evidenced by an instrument or instruments executed in the manner provided for conveyances of land. The termination shall become effective when such agreement has been recorded in the public records of Pinellas County, Florida.

**** (11/27/89 O.R. 7137 PAGE 1109) (b) DELETED**

24. COVENANTS: All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Declaration.

25. INVALIDATION AND OPERATION: Invalidation of any portion of the Declaration or of any provision contained in a conveyance of a condominium parcel whether by judgment or court order or law shall in no wise affect any of the other provisions which shall remain in full force and effect.

In the event any court should hereafter determine that any provision as originally drafted herein violated the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose measuring lives shall be those of the Incorporators of the Association.

**** (10/14/92 O.R. 8059 PAGE 1157) (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.

26. INTERPRETATION: Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit, Chapter 711, Florida Statutes, as of date hereof.

**** (11/27/89 O.R. 7137 PAGE 1110 Replaces Amendment of 3/20/81 O.R. 5164 PAGE1441) 27. Service and Maintenance Agreement:** Deleted as written and adds the following:

The service and maintenance agreement as recorded in O.R. BOOK 4305, PAGE 165 et. Seq. is hereby terminated and is of no binding effect on the "Association" of the unit owners and said termination is effective as of April 1, 1989. IN WITNESS WHEREOF, Developer has caused these presents to be signed in its name by its proper corporate officers thereunto duly authorized and its corporate seal affixed the day and year first above written.

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Signed, sealed and delivered
In the presence of:
Beverly J. Wetsky
Suzanne Belegry

METRO COMMUNITTEES CORPORATION
By; Kurt T. Borowsky
Vice President
ATTEST: R.L. CHAMBERS
Assistant Secretary

Gel-Met Development
SEAL

For good and valuable considerations, the receipt whereof is hereby acknowledged, TOWN SHORES OF GULFPORT, NO. 217, INC. a Florida non-profit membership corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of the Declaration and all Exhibits hereto.

In WITNESS WHEREOF, said non-profit corporation has caused these presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

Signed, sealed and delivered
IN THE PRESENCE OF:
Beverly J. Wetsky

TOWN SHORES OF GULFPORT, NO.217, INC.
By: Kurt T. Borowsky
President

Suzanne Belegry

Attest: Ruth Luter
Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 28th day of June, 1975 by Kurt T. Borowsky and R.L. Chambers, Executive Vice President and Secretary, respectively, of Metro Communities Corporation, a Florida Corporation, on behalf of said Corporation.

Margaret J. Davis
Notary Public

My Commission Expires 3/17/78

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 28th day of June, 1975 by Kurt T. Borowsky and Ruth Luter, as President, and Secretary, respectively of TOWN SHORES OF GULFPORT NO. 217, INC., a Florida non-profit membership corporation, on behalf of said corporation.

Margaret J. Davis
Notary Public

My Commission expires 3/17/78

SURVEYORS CERTIFICATE

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I hereby certify, that on this date personally appeared before me, the undersigned authority, John C. Brendla of John C. Brendla and Associates, who after being duly sworn as required by law, deposes and says:

1. That the plat of TOWN SHORES OF GULFPORT, NO. 217, INC. a condominium, is as attached hereto, all being made a part of that certain Declaration of Condominium as Exhibit "D", and that the construction of the improvements described is sufficiently complete so that such material, together with wording of the Declaration, is a true and correct representation of the improvements described, and that there can be determined therefrom the identification, location, dimensions of the common elements and of each unit.

2. That from said survey and other documents recorded in said Declaration of Condominium of TOWN SHORES OF GULFPORT, NO. 217, INC., can be determined the location of each unit within the improvements as situated on the land.

3. That this Affidavit is given for compliance with Section 711.08 (1) (e) Florida Statutes, as amended (1974) and is and shall be made a part of the aforesaid Declaration of Condominium of TOWN SHORES OF GULFPORT NO. 217, INC., a condominium.

4. Further Affiant said not.

John C. Brendla
Registered Land Surveyor No. 1269
Registered Engineer No. 8192

Sworn to and subscribed before
Me this 16th day of June, 1975

Barbara Hazellief
Notary Public

Commission Expiration 4/16/1976

Notary Public
SEAL

**BY-LAWS OF
TOWN SHORES OF GULFPORT, NO. 217, INC., A CONDOMINIUM
A Florida non-stock, non-profit membership corporation.**

**ARTICLE I
GENERAL**

Section 1. THE NAME: The name of the corporation shall be TOWN SHORES OF GULFPORT NO. 217, INC., a condominium.

Section 2. Principal Office: The principal office of the Corporation shall be 3135 59th Street South, Gulfport, Pinellas County, Florida; or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Definition: As used herein, the term "Corporation" shall be the equivalent of "Association" as defined in the Declaration of Condominium of TOWN SHORES OF GULFPORT, NO. 217, INC., a condominium, and all other words as used herein shall have the same definitions as attributed to them in the aforesaid Declaration of Condominium.

Section 4. Identity: That in addition to the within By-Laws, being the By-Laws of TOWN SHORES OF GULFPORT NO. 217, INC. a Condominium these By-Laws are established pursuant to the Condominium Act, Chapter 711, Florida Statutes, as amended (1974), and are hereby annexed to and made a part of the Declaration of Condominium of TOWN SHORES OF GULFPORT, NO. 217, INC., A Condominium.

**ARTICLE II
DIRECTORS**

**** (3/20/81 O.R. 5164 PAGE 1441)** Section 1. Number and Term: The number of Directors which shall constitute the whole Board of Directors, also known as the Board of Administration shall be: All Directors shall be members of the Association and shall be elected at the annual meeting of the Association in March and shall be elected for a term of two years or until their successors shall be duly elected and shall qualify. Four Directors shall be elected in years ending in odd numbers and three Directors shall be elected in years ending in even numbers. For the election to be held in 1981, seven Directors shall be elected with the four elected Directors receiving the highest number of votes serving for two year terms and the three remaining elected Directors serving for one year terms.

Section 2. Vacancy and Replacement: If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor(s), who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal: Directors may be removed for cause by an affirmative vote of a majority of the members. No Director shall continue to serve on the Board, if, during his term of office, his membership in the Corporation shall be terminated for any reason whatsoever.

Section 4. First Board of Directors: The first Board of Directors shall consist of:

Kurt T. Borowsky Stephen S. Kaplan Norman Geller
Herman Geller Ruth Luter

Who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, or as otherwise provided for hereinafter; provided, that any or all of said Directors shall be subject to replacement in the event of resignation or death as above provided.

(The balance of page 1664, 1665 and a portion of 1656, Section 4. A, B, a through 0 has been deleted. Said context contained instructions for Developer turnover which occurred several years ago and is of no significance).

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:

- A. To make and collect assessments and establish the time within which payment of same is due. Assessments shall be made against unit owners not less frequently than quarterly in amounts no less than are required funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.
- B. To use and expend the assessments collected; to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners, including assessment for reserves or betterment.
- C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.
- D. To enter into and upon the units when necessary and with as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.
- E. To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and the unit owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable.
- F. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violation of these By-Laws and terms and condition of the Declaration.
- G. To employ and/or contract with, if deemed advisable, a maintenance service contractor and/or apartment house manager, who shall maintain, service and/or manage

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the building and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the building. To employ workmen, janitors and gardeners and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed advisable and generally to have the powers of an apartment house manager in connection with the matters hereinabove set forth.

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H. To make reasonable rules and regulations for the occupancy of the condominium parcels.

Section 6. Compensation: Directors of Officers, as such, shall receive no salary or compensation for their services.

Section 7. Meetings: A. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the place of the general members' meeting, and immediately after the adjournment of same.

B. Meetings of the Board shall be open to all unit owners and notices of meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of unit owners except in an emergency.

C. Special Meetings of the Board may be called by the President upon five (5) days' notice to each Director. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of three (3) Directors, provided notice is given in accordance with Section 7. B hereinabove.

Section 8. Order of Business: The order of business at all meetings of the Board shall be as follows:

- A. Roll Call
- B. Reading of the Minutes of Last Meeting
- C. Consideration of Communication
- D. Resignation and Elections
- E. Report of Officers and Employees
- F. Reports of Committees
- G. Unfinished Business
- H. Original Resolutions and New Business
- I. Adjournment

Section 9. Annual Budget: The Board may adopt the annual budget. The unit Owners shall be given a copy of the proposed annual budget not less than thirty (30) days before the meeting held for the purpose of adopting the annual budget and also written notice of the time and place at which such meeting of the Board to consider the budget shall be held, and such meeting shall be open to the unit owners. If a budget is adopted by the Board which requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, upon written application of ten percent (10%) of the unit owners, a special meeting of the unit owners shall be held upon not less than ten (10) days written

notice to each unit owner, but within thirty (30) days of the delivery of such application to the Board or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget, or recall any and all members of the Board and elect their successors. In either case, the revision of the budget or the recall of any and all members of the Board shall require a vote of not less than a majority of the whole number of votes of all unit owners. The Board may in any event propose a budget to the unit owners at a meeting of members or by writing, and if such budget or proposed budget be approved by the unit owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be re-examined by the unit owners in the manner hereinabove set forth nor shall the Board be recalled under the terms of this section. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the condominium association which are not anticipated to be incurred on a regular basis and there shall be excluded from such computation, assessment for betterments to the condominium property and reserves.

ARTICLE III OFFICERS

Section 1. Executive Officers: The executive officers of the Corporation shall be a President, Vice President, Treasurer, and Secretary, all of whom shall be elected annually by said Board. Any two of said officers may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the Corporation. If the Board so determines, there may be more than one Vice President.

Section 2. Appointive Officers: The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Election: The Board of Directors at its first meeting after such annual meeting of general members shall elect a President, Secretary and a Treasurer, none of whom excepting the President, need be a member of the Board.

Section 4. Term: The officers of the Corporation shall hold office until their successors are chosen and qualify in their stead. Any Officer elected or appointed by the Board of Directors may be removed for cause at any time by the affirmative vote of a majority of the whole Board of Directors.

Section 5. A. The President: The President shall be the chief executive officer of the Corporation; he shall preside at all meetings of the members and Directors; shall be ex officio member at all standing committees; shall have general and active management of the business of the Corporation, and shall see that all orders and resolutions of the Board are carried into effect.

B. He shall execute bonds, mortgages, and other contracts requiring a seal, under the seal by the Corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution

thereof shall be expressly delegated by the Board of Directors to other officers or agents of the Corporation.

Section 6. The Secretary: A. The Secretary shall keep the minutes of the member meetings and of the Board of Directors' meetings in one or more books provided for that purpose; such minutes shall be available for inspection by unit owners and Board Members at all reasonable times.

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law.

C. He shall be custodian of the corporate records and of the seal of the Corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these By-Laws.

D. He shall keep a register of the post office addresses of each member, which shall be furnished to the Secretary by such member.

E. In general, he shall perform all duties incidental to the office of the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8. The Treasurer: A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors, the Articles of Incorporation and these By-Laws.

B. He shall disburse the funds of the Corporation as ordered by the Board, taking proper vouchers for such disbursements and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

C. He may be required to give the Corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the Corporation, in case of his death, resignation or removal from office, all books, papers, vouchers, money or other property of whatever kind in possession belonging to the Corporation.

Section 9. Vacancies: If the office of any Director, or of the President, Vice President, Secretary or Treasurer, or one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority voter of the whole Board of Directors provided for in these By-Laws may choose a successor or successors who shall hold office for the unexpired term.

Section 10. Resignations: Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

**ARTICLE IV
MEMBERSHIP**

Section 1. There shall be no stock certificates issued by this Corporation. There shall be no more than one hundred twenty-one (121) members of this Corporation.

Section 2. Transfers of membership shall be made only on the books of the Corporation, and notice of acceptance of such transferee as a member of the Corporation shall be given in writing to such transferee by the President and Secretary of the Corporation. Transferor, in such instance, shall automatically no longer be a member of the Corporation. Membership in the Corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements of the condominium, and such transfers shall be subject to the procedures set forth in this Declaration.

Section 3. Voting Members: That member designated by the owner or owners, as recorded in the public records of Pinellas County, Florida, of a vested present interest in a single condominium parcel, owning the majority interest in such single condominium parcel, the designation of whom shall be by statement filed with the secretary of the Association, in writing, signed under oath, and who shall continue to cast the vote for all such owners of interests in a single condominium parcel until such time as another person is properly designated as the voting member by those persons or entities owning the majority interests in such single condominium parcel by a similar written, sworn statement filed with the Secretary.

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

There shall not be more than one hundred twenty-one (121) voting members at any one time and each may cast one vote. A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which he or it owns. Failure by all owners of any single condominium parcel to file the aforementioned written, sworn statement with the Secretary prior to a members' meeting will result in depriving such owners of a single condominium parcel of a vote at such meeting.

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) voice 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 membership.

**** (4/12/82 O.R. 5333 PAGE 690)** Section 4. Ownership of a condominium parcel shall be limited or restricted to a natural person(s) only and excluded to corporations or other non-natural persons.

ARTICLE V MEETING OF THE MEMBERSHIP

Section 1. Definition: Unit owners shall meet at least once in each calendar year and such meeting shall be the annual meeting. Unless the By-Laws shall provide for their election at another meeting, the annual meeting shall be the time of the election of members of the Board of Directors whose terms have expired. In the absence of a provision in the By-Laws setting forth the terms of some or all of the members of the Board which shall expire, the terms of all members of the Board shall expire on the date of the annual meeting, upon the election of their successors.

Section 2. Place: All meetings of the corporate membership shall be held at the office of the Corporation or other place as may be stated in the written notice.

Section 3. Membership List: At least ten (10) days before every election of Directors, a complete list of members entitled to vote at said election, arranged numerically by apartment units with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the Corporation and shall be open to examination by any member throughout such time.

**** (3/20/81 O.R. 5164 PAGE 1441)** Section 4. Regular annual meetings subsequent to 1980 shall be held on the second Monday of March and the second Monday of October in 1981 and in each succeeding year if not a legal holiday, and if a legal holiday, then on the next secular day following. The members of the Board of Directors shall be elected at the regularly scheduled meeting of the general membership scheduled in March of each year.

Section 5. Special Meetings: A. Special Meetings of the members for any purpose(s), unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President and shall be called by the President or Secretary at the request, in writing, of ten percent (10%) of the members. Such request shall state the purpose(s) of the proposed meeting.

B. Written notice of a special meeting of members shall be in accordance with the provisions of Article VI, Section 1., as set forth hereinafter.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 6. Right to Vote: At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meeting thereof.

Section 7. Vote required to Transact Business: When a quorum is present at any meeting, the majority of the vote of the members present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes, the Declaration of Condominium, the Articles of Incorporation, or these By-Laws, a different vote is required, in which case, such express provision shall govern and control the decision of such question.

Section 8. Quorum: Fifty-One Percent (51%) of the total number of members of the Corporation present in person or represented by written proxy, shall be requisite to and shall constitute to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Articles of Incorporation, by these By-Laws or by the Declaration of Condominium. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called. No person shall be designated to hold more than five (5) proxies. Each proxy must be executed in writing by the member of the corporation, or his duly authorized attorney-in-fact. No proxy shall be valid after the expiration of thirty (30) days from the date of its execution unless it shall have specified therein its duration.

Section 9. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of the Statutes or the Articles of Incorporation or these By-Laws, or the Declaration of Condominium to be taken in connection with any action of the Corporation, the meeting and vote of members may be dispensed with if all of the members who have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

ARTICLE VI NOTICES

Section 1. The method of calling and summoning the unit owners to assemble at meetings, including annual meetings shall require at least fourteen (14) days written notice to each unit owner in advance of the meeting, and the posting at a conspicuous place on the condominium property of a notice of a meeting at least fourteen (14) days prior to said meeting. The notice of the annual meeting can be sent by certified mail to each unit owner, which mailing shall be deemed notice. The foregoing requirements as to meetings are not to be construed, however, to prevent unit owners from waiving notice of meetings or from acting by written agreement without meetings, as provided in these By-Laws, the Declaration of Condominium or the laws of the State of Florida.

Section 2. Service of Notice-Waiver: Whenever any notice is required to be given under the provisions of the Statutes or the Articles of Incorporation or of these By-Laws, a waiver thereof in writing signed by the person(s) entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

**ARTICLE VII
FINANCES**

Section 1. Fiscal Year: The fiscal year shall begin the first day of January of each year. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the Corporation.

Section 2. Checks: All checks or demands for money and notes of the Corporation shall be signed by any two of the following officers: President, Secretary or Treasurer, or by such Officer or Officers or such other person (s) as the Board of Directors may from time to time designate.

**ARTICLE VIII
SEAL**

The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization, and the words "non-profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

**ARTICLE IX
ESCROW ACCOUNT FOR REAL PROPERTY TAXES**

The Association shall have the option of allowing its individual member to account for the real property taxes on their condominium parcels by making payment here fore direct to the tax collector in and for Pinellas County, Florida; or in the alternative the Association shall provide for an escrow account for real property taxes in the following manner:

There shall be established by the Treasurer in a local federal savings and loan association and maintained, a savings deposit account for the purpose of accumulating sufficient funds to pay individual real property taxes assessed for each condominium parcel.

On the first day of each and every month, each condominium parcel owner may deposit with the Treasurer, a sum that is determined by the Association to be calculated, upon a monthly basis for real property taxes for the year 1975, and on the 20th day of November of each year, the Treasurer shall recalculate the said sums based upon the estimated or known yearly real property tax assessments in order to establish substantially correct escrow sums for the subsequent year.

The Treasurer shall at all times maintain a current register containing, among other things, the name of each owner, together with his amount of escrow deposit paid in to the Association by said owner.

Upon owners receipt of the real property tax bill, he shall present same to the Treasurer for payment. Upon presentation, the Treasurer shall inform the owner of any tax deficiency in order to pay the said taxes and in the event of a deficiency, the owner shall deposit forthwith said deficiency sum with the Treasurer. The Treasurer shall, within three (3) days of presentation, cause a draft to be issued from the account in the amount of the tax bill payment to the taxing authority. In the event of an overage

accumulated deposit of escrow funds by any owner, the Treasurer, upon owners request shall cause a draft to be issued from said account payable to the owner and deliver same to the owner, provided that overage may only be claimed during the month of November and December, and after said owner's current real property tax bill has been paid in full.

In the event a condominium parcel owner does not present for payment a tax bill or evidence a paid-in-full real property tax bill for his parcel on or before March 15 of each year, then the Treasurer shall, with out notice, cause a draft to issued from said account, in the sum of the tax bill, if said owner has paid a like sum to the taxing authority for and on behalf of said owner. In the event said owner does not have sufficient escrow funds on hand to pay said taxes, the Treasurer shall issue an assessment against said owner for any deficiency amount, which assessment shall be payable within three (3) days of notification of same, and shall constitute and be considered a special assessment pursuant to and enforceable under the terms, conditions and covenants of the Declaration of Condominium and the By-Laws.

The requirements for payment of escrow deposit as hereinabove stated shall be considered a special assessment levied upon the individual condominium parcel owner which shall be enforceable upon the same terms and conditions herein the owners default was for non-payment of any assessment required to be paid pursuant to the Declaration of Condominium. Any interest earned on said escrow savings account shall be considered common surplus and be distributed in accordance with the Declaration of Condominium to those who have contributed to said escrow. Any condominium parcel owner required to establish a separate escrow tax account by an institutional mortgagee holding a mortgage upon his parcel shall not be required to deposit to escrow funds as hereinafter set forth, provided the Treasurer is in receipt of a letter from said institution to the effect that said tax escrow account is being maintained in accordance with said institution's rules and regulations.

Each condominium unit owner shall be entitled to any benefits realized from homestead exemption for purposes of any State and County real property taxes prorata to his ownership of the said common elements as more particularly set forth in the said Declaration of Condominium, only in the event the Condominium parcel owner qualifies for homestead exemption. However, whichever option the Association approves by a 51% vote of its membership shall be controlling on all members.

ARTICLE X HOUSE RULES

In addition to the other provisions of these By-Laws, the following house rules and regulations as may be hereafter adopted by the Board of 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.
- B. Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property.

C. The use of the Condominium units shall be consistent with existing law and these restrictions, and so long as such does not constitute a nuisance.

D. Condominium units may not be used for business use or for any commercial use whatsoever.

E. Common elements shall not be obstructed, littered, defaced or misused in any manner.

F. No structural changes or alterations shall be made in any unit, except upon approval of the Board of Directors.

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

H. 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.

**** (4/27/89 O.R. 6987 PAGE 798)** I. 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 (s) 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 55 years of age or older. Notwithstanding the language contained above, no person under the age of fourteen (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 Amendment 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 Amendment 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 persons 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.

**ARTICLE XI
DEFAULT**

A. In the event an owner of a condominium parcel owner 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 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 on 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 on 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 of Condominium, Articles of Incorporation or restrictions and these By-Laws, as the same are now or may hereafter be constituted, the Corporation, on its 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 owners right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XII LIABILITY IN EXCESS OF INSURANCE COVERAGE

In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend.

A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

ARTICLE XIII 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 ma, 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 pledge or mortgage.

**ARTICLE XIV
SURRENDER**

In the event of the legal termination of a membership and of the occupancy rights thereunder, the member or any other person(s) 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, Florida, or the United States of America.

**ARTICLE XV
AMENDMENT OF BY-LAWS**

**** (10/14/92 O.R. 8059 PAGE 1159)** 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 two-thirds (2/3rds) vote of all members of the Corporation, unless a contrary vote is required pursuant to the Articles of Incorporation, or the Declaration of Condominium, and provided that notice of said membership meeting has been given in accordance with these By-Laws and that the notice as afore said 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 XVI
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.

Filed 5/29/75
Department of State
Tallahassee, Florida

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. 217, INC., A CONDOMINIUM

II

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. 217 and the land on which said building shall be located being more particularly described in the Declaration of Condominium thereto; 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 to maintain 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

Metro Communities Corporation, a Florida Corporation, hereinafter referred to as the "Developer", shall make and shall declare a certain Declaration of Condominium submitting the property described within the Declaration of Condominium to condominium ownership under the restrictions, reservations, covenants, conditions and easements as contained therein, which shall be applicable to said property and all interest therein, to-wit:

- A. Legal description as more fully set forth in the Declaration of Condominium.
- B. All improvements erected or installed on said land will contain approximately one hundred and twenty one (121) condominium units and related facilities.

(NOTE: The balance of III, (C through Q), the balance of page 1670 all of 1671 and a portion of 1672 have been deleted. Said context contained information on the first Board of Directors and Developer turnover which occurred several years ago and is of no significance.

DELETED: O.R. 4305 PAGE 1671
O.R. 4305 PAGE 1672

IV

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

V

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

Herman Geller	1321 U.S. 19 SOUTH, BLDG. A Clearwater, Fl. 33516
Stephan S. Kaplan	1321 U.S. 19 SOUTH BLDG. A Clearwater, Fl. 33516
Ruth Luter	8141 54 th Ave. South St. Petersburg, Fl. 33709

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, referred to sometimes herein as the Board of Administrators, 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, until the first election of Directors and officers, are as follows:

O.R. 4305 PAGE 1673 CONT.

Section 3. No Officer, Director or member shall be personally liable for any debt or other obligation of this Corporation, except as provided in the Declaration of Condominium.

**** (3/21/88 O.R. 6704 PAGE 0805)** Section 4. Each member shall be restricted to one (1) vote, and in all elections for directors, each member shall have the right to vote, in person or by proxy, as set forth in the By-Laws, for as many persons as there are directors to be elected.

O.R. 4305 PAGE 1674

Section 5. 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.

Section 6. 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 6, Article X.

Section 7. This 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 8. The members of the Corporation individually are responsible for all maintenance and repair within and about their condominium units.

Section 9. 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 10. The members of the 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

**** (10/14/92 O.R. 8059 PAGE 1159)** The Articles of Incorporation may not be amended, altered, modified, changed or rescinded by a vote of less than two-thirds (2/3rds) 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 fourteen (14) 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 6, 7, 8, and 10 of Article X, made be made without and unanimous approval of the then members of the Corporation together with written unanimous approval of all mortgagees holding a valid, enforceable first mortgage lien against any

condominium unit, provided such mortgagees are institutional mortgages, such as a bank, life insurance company, federal savings and loan association, institutional investor, mortgage bankers, and/or a real estate investment trust authorized to transact business in the State of Florida.

XII

The Association may acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners. All of such leaseholds, memberships and other possessory or use interest existing or brought into existence at the time of recording of the Declaration shall be set forth and fully described therein.

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 these Articles of Incorporation and the By-Laws of this Corporation.

XIV

The principal place of business of this Corporation shall be 3135 59th St. S., Gulfport, Pinellas County, Florida, or such other place(s) 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 May, 1975.

Signed, sealed and delivered

In the presence :

Suzanne Lehrer

Diane Kaye

Margaret J. Davis

R.L. Chambers

Margaret J. Davis

R.L. Chambers

Margaret J. Davis

R. L. Chambers

Diane Kaye

Suzanne Lehrer

Marie I.Lee

Shirley G. Kotaba

Kurt T. Borowsky

President & Director Only

Stephan S. Kaplan

Subscriber

Ruth Luter

Subscriber

Norman Geller

Director Only

Herman Geller

Subscriber

Howard P. Ross

Resident Agent

State of Florida)
County of Pinellas)

Before me, the undersigned authority, personally appeared Norman Geller, Stephan S. Kaplan, Ruth Luter, Kurt T. Borowsky and Herman Geller as incorporators, and Howard P. Ross, as Resident Agent, to me well known and know to me to be the person(s) who executed the foregoing Articles of Incorporation of TOWN SHORES OF GULFPPORT, NO. 217, 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, Fl., in the County of Pinellas, State of Florida, this 12th day of May, 1975.

Marie I. Lee
Notary Public

Commission Expiration:
7/22/78

SEAL

AFFIDAVIT

STATE OF FLORIDA)
)SS
COUNTY OF PINELLAS)

Before me, this undersigned authority, this day personally appeared Kurt T. Borowsky, who after being duly sworn as required by law, deposes and says:

- 1. That he is the President of METRO COMMUNITIES CORPORATION, a Florida Corporation.
- 2. That as such officer of METRO COMMUNITIES CORPORATION, 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 FLORIDA NO. 217, 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. 217, INC., A CONDOMINIUM, as though set forth in full therein.

Further Affiant saith not

Kurt T. Borowsky
President

Sworn to and Subscribed before me this
12th day of May, 1975.

Marie I. Lee
Notary Public

Commission Expiration:
7/22/78

