

DECLARATION OF CONDOMINIUM
BY-LAWS
ARTICLES OF INCORPORATION
FOR

TOWN SHORES OF GULFPORT NO. 208, INC.

THE FAIRFAX

5935 30TH AVENUE SOUTH
GULFPORT, FL. 33707

NOTES

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

All reference of the original Service and Maintenance Agreement have been omitted as it is obsolete as per the Amendment passed on April 6th, 1987 and recorded May 29, 1992; O.R. Book 7923, Page 509, 510 and 511 - Termination of Service and Maintenance Agreement.

The amendments have been designated by an asterisk ** in the left hand margin with the date of recording, O.R. Book and Page Number. The original amendments and any resolutions 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
June 2, 1972 11:24 AM

DECLARATION OF CONDOMINIUM
OWNERSHIP OF TOWN SHORES OF
GULFPORT, NO. 208, INC., A
CONDOMINIUM

This is a Declaration of Condominium made this 12th day of May, A.D. 1972, by Gel-Met Development Corp, 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:

W I T N E S S E T H :

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, known as the Condominium Act:

NOW THEREFORE, the said GEL-MET DEVELOPMENT CORPORATION, hereby makes the following declarations:

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

PER EXHIBIT "A", attached hereto and made a part hereof.

Condominium Plats pertaining hereto are recorded in Plat Book 10, Pages 87 and 88.

LEGAL DESCRIPTION

From the Northeast corner of Section 32, Township 31 South, Range 16 East, run South 00 degrees 20'00" East, 2910.88 feet; thence South 89 degrees 40'00" West, 455.00 feet; thence North 00 degrees 20'00" West, 16.00 feet to a Point of Beginning. Thence run South 89 degrees 40'00" West, 388.00 feet; thence North 00 degrees 20'00" West, 25.18 feet; thence South 89 degrees 40'00" West, 16.00 feet; thence North 00 degrees 20'00" West, 98.82 feet; thence North 89 degrees 40'00" East, 354.00 feet; thence run 78.54 feet along the arc of a curve to the left, having a radius of 50.00 feet, chord North 44 degrees 40'00" East, 70.71 feet; thence North 89 degrees 40'00" East, 15.00 feet; thence South 00 degrees 20'00" East, 58.00 feet; thence South 89 degrees 40'00" West, 11.00 feet; thence South 00 degrees 20'00" East, 102 feet; thence South 89 degrees 40'00" West, 4.00 feet; thence South 00 degrees 20'00" East, 14.00 feet to the Point of Beginning.

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

EXHIBIT "A"

1a.

(a) All improvements erected or installed on said land including one building containing thirty-nine (39) units and related facilities.

2. The condominium is to be identified by the name TOWN SHORES OF GULFPORT NO. 208, 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. 208, INC. a Florida Non-Profit Corporation, the following words shall have the definitions as hereinafter stated, to-wit:

(a) Condominium Unit - The unit being an apartment space, designated "condominium unit" on the plat, a copy of which is attached to and made a part hereof by reference marked Exhibit "B".

(b) Common Elements - Portion of the condominium property not included in the condominium unit.

(c) Condominium Parcel - The condominium unit, together with an undivided share in the common elements appurtenant thereto.

(d) Owner - That person or entity owning a condominium parcel.

(e) Member - An owner who is a member of TOWN SHORES OF GULFPORT, NO. 208, INC., a Florida non-profit membership corporation, hereinafter referred to as the "Association".

(f) 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 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.

4. IDENTIFICATION: The condominium units and all other improvements constructed on the condominium property are set forth in the plat attached as Exhibit "B". Each condominium unit is described in said plat in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit as well as the common elements appurtenant thereto.

5. CHANGES IN PLANS AND SPECIFICATIONS: The Developer is hereby authorized to make whatever changes it may deem necessary

in the plans and specifications during the construction of improvements on said property.

6. DEVELOPER'S UNIT AND PRIVILEGES; 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 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

7. COMMON ELEMENTS: Common elements as hereinabove defined shall include within its meaning, in addition to the items listed in the Florida Condominium Act Section 6, of the following items:

(a) An exclusive easement for the use of the air space occupied by the condominium unit as it exists at any particular time and as the unit may lawfully be altered.

(b) An undivided share in the common surplus.

(c) Cross easements for ingress, egress, support, maintenance, repair, replacement and utilities.

(d) 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 exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

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:

PER EXHIBIT "G" attached hereto and made a part hereof.

UNIT	PERCENT
101	2.922%
102	2.922%
103	2.922%
104	2.465%
105	2.590%
106	2.590%
107	1.897%
108	1.897%
109	2.590%
110	2.590%
111	2.465%
112	2.465%
114	2.686%
201	2.922%
202	2.922%
203	2.922%
204	2.465%
205	2.590%
206	2.590%
207	1.897%
208	1.897%
209	2.590%
210	2.590%
211	2.465%
212	2.465%
214	2.686%
301	2.922%
302	2.922%
303	2.922%
304	2.465%
305	2.590%
306	2.590%
307	1.897%
308	1.897%
309	2.590%
310	2.590%
311	2.465%
312	2.465%
314	2.686%

EXHIBIT "G"

** (4/9/92 O.R. 7537 PAGE 1450) 9. COMMON EXPENSES AND COMMON SURPLUS:
Common expenses shall be shared 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. Said common expense to include Cable Television Service obtained pursuant to a bulk contract.

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. 208, INC., a Condominium, hereinafter called the "Association". The By-Laws of the Association are attached to and made a part hereof by reference marked Exhibit "D".

11. THE ASSOCIATION: All persons hereafter 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 thirty-nine (39) 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 or it owns.

All of the affairs, 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) voting members.

** (5/29/92 O.R. 7923 PAGE 508.) 12. AMENDMENT OF THE DECLARATION:
This Declaration may be amended by affirmative vote of two-thirds (2/3) 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 lender having a mortgage or other lien against any condominium parcel, or any other record owners of liens thereon.

13. TYPE OF OWNERSHIP: Ownership of each condominium parcel shall be by Warranty Deed from the Developer conveying fee simple title to each condominium unit. 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 owned by 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 secured by a lien against the condominium parcel and all interest therein owned by the members against whom the assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon recordation of this instrument and the lien for all such sums due hereafter shall date back to said date and shall be deemed to be prior to and superior to the creation of any homestead status for any condominium parcel and to any subsequent lien or encumbrance, except the lien referred to herein shall be subordinate and inferior to that of an institutional first mortgage.

Where the mortgagee of a first mortgage of record, or the purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of foreclosure of the first mortgage or by voluntary conveyance in lieu of such foreclosure, said mortgage shall not be liable for the shares of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title by said mortgagee as a result of the foreclosure or voluntary conveyance in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels, including such acquiror, his successors and assigns.

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 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 services 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 an apartment unit which service part or parts of the condominium other than the unit within which it is contained.

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

(b) BY THE CONDOMINIUM PARCEL OWNER: The responsibility of the condominium parcel 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 defects within 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.

(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 condominium parcel 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.

16. ENFORCEMENT OF MAINTENANCE: In the event the owner of a unit fails to maintain it 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; 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, other than title insurance, which shall be carried upon the condominium property and the property of the condominium parcel owners shall be governed by the following provisions:

** (4/8/92 D.R. 7869 PAGE 1826) (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 mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificate of mortgagee endorsements to the mortgagees. The above insurance provision specifically does not include coverage of or on personal property, personal liability and/or living expenses of any condominium unit owner. However, if said loss to personal property was caused or created by failure of common property maintenance responsibilities, the Association shall reimburse the unit owner up to, but not to exceed \$100.00 on their personal property damage. The Board of directors shall retain the right to determine the extent of repair or reimbursement they will authorize up to, but not to exceed the said \$100.00 referred to in this paragraph.

(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) WORKMEN'S COMPENSATION: 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 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 the condominium parcel owners owning such units and their mortgagees, 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 holder of mortgages on the units, and the proceeds shall be expended or disbursed as follows:

(1) If the 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 condominium parcel 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 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 unit, which mortgagee shall hold the insurance proceeds in escrow and the escrow agent (should there be no such institutional first mortgage 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 the funds as follows:

(aa) In the event any institutional first 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 the 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 first 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. In the event the majority of the voting members vote in favor of the special assessment, the Association shall immediately levy such assessment and the 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 Paragraphs 8 and 9 of this Declaration of Condominium, and the condominium project may be terminated as provided for in Paragraph 21 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 21 hereinafter. As evidence of the Member's 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 mortgagees of the premises damaged.

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 fail to approve or disapprove a proposed sale within said fifteen (15) days, 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 unit. 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 (10%) percent 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 purchaser has been furnished and that said purchaser has deposited ten (10%) percent of the purchase price with the Association as a good faith deposit for the intended sale. In the event the member having 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 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 unit, 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 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 the 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; and if such surviving spouse or other member of 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 decedent 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 decedent's 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 aforescribed, the Board of Directors of the Association shall, within thirty (30) days of proper evidence of rightful designation served upon the President or any other officers of the Association, are placed on actual notice of said devisee of descendant, express their refusal or acceptance of the individual or individuals so designated as owner or owners of the condominium parcel. If the Board of Directors of the Association shall consent, in writing, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall thereupon become

the owner of the Condominium parcel, subject to the provisions of this enabling Declaration and the By-Laws of the Association. If, however, the Board 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 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 such 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.

a.a. Amended 2003 see Amendments

(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.

(c) CORPORATE PURCHASER: If the purchaser or Lessee is a corporation, the approval may be conditioned upon the approval by the Association of all occupants of the condominium parcel.

(d) TRANSFER; MORTGAGEE-DEVELOPER: Notwithstanding anything to the contrary herein, the provisions of this Paragraph 18 shall not be applicable to transfer to mortgagees, whether in foreclosure or by judicial sale, or by a voluntary conveyance in lieu of foreclosure, whereby such 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 sale or lease by such mortgagee.

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

19. RESTRAINT UPON SEPARATION 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 condominium parcel 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 to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements

within the units or the common elements, or in the case of emergency threatening units or the common elements, or 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" sign 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) Not to allow any children under fourteen (14) years of age 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 of age or under shall be permitted from time to time under the regulations established and promulgated by the Association.

** (4/21/89 D.R. 6983 PAGE 2173) (f1) 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 years of age may occupy and reside in a unit as long as at least one permanent occupant is fifty-five (55) years of age or older. Notwithstanding the language contained above, no person under the age of fourteen shall be allowed to permanently reside in or occupy a residence.

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

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

It is the intent of this amendment to provide housing for persons aged 55 or older. However, this Board of Directors shall have the right to accept occupancy of up to 20% of the units by persons such as a surviving spouse or other relatives of a deceased owner or other 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.

(g) Not make or cause any structural alteration to and in the building, specifically including, but not limited to screening, or enclosure of private balconies and/or affixing outside shutters to windows, except storm windows, the design and make to be approved by the Association and/or removal of any additions or improvements or fixtures from the building, or do any act that will impair the structural soundness of the building. The Developer does hereby reserve the right to construct porch enclosures with windows for a period of 15 years from the date hereof, as an alteration or addition to each of the condominium units without the express or implied consent or approval of the Association provided, however, it is done by the consent of the condominium owners with reference to the condominium unit involved.

(h) Make no repairs to any plumbing or electrical wiring within a unit except by licensed plumbing 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 owners of the unit, whereas the Association or its agents shall pay for and be responsible for repairs and electrical wiring within the common elements.

(i) Parking shall be limited to passenger automobiles or passenger stationwagons in the parking space allotted. Washing of passenger automobiles and passenger stationwagons shall not be allowed on the premises.

(j) 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.

(k) 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 are attired 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.

(l) 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.

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

(n) Not be permitted to water lawn, plants or the shrubbery.

(o) 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 or areas.

21. 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 condominium parcel owners and 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.

22. 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.

23. 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.

24. INTERPRETATION: Whenever the contest 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, Acts of the Legislature of the State of Florida.

MISCELLANEOUS COVENANTS

1. COVERED PARKING SPACES: The owner of each unit that has acquired or has been designated a parking space which is sheltered or covered in some manner shall be responsible for the insurance, maintenance and upkeep of said covered shelter.

2. AUTOMOBILE PARKING SPACE: The right to use his parking space for automobile parking only; the parking space may from time to time be attributed by the Board of Directors of the Association to a unit, which attribution 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 have or are landscaped if the corporate sovereign having jurisdiction over said property required pursuant to zoning ordinances, additional parking area with reference to the number of 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 parking spaces attributed 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 unit owners may be under a physical disability which would require the attribution of a parking space more convenient to his unit and to give the Association the power and flexibility to deal with such situation.

4. INSURANCE:

(a) 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 unit 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 first mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of \$3,000.00, the insurance proceeds shall be disbursed 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 first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the aforesaid institutional first mortgage is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property. Should written approval be required, as aforesaid, it shall be said 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 first mortgagee, if said institutional first 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, the aforesaid institutional first mortgagee.

(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 unit owners in proportion to the unit owners' 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 unit 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 unit owners in proportion to the unit owner's 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.

Statutes.

(bb) If the net insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are not sufficient to cover the cost thereof, so that a special assessment will be required, then if one hundred (100%) percent 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. In the event one hundred (100%) percent of the total votes of the members of a condominium vote in 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 of Paragraph 4 (a) (3) (4) above. 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 in Paragraphs 4 (a) (3) above. To the extent that any insurance proceeds are paid over to such 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 his mortgagee, and said unit 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.

IN WITNESS WHEREOF, GEL-MET DEVELOPMENT CORP., a Florida corporation, has caused these presents to be signed in its name by its Vice President and its corporate seal affixed, attested to by Assistant Secretary, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Bernice V. Agin

Marie I. Lee

GEL-MET DEVELOPMENT CORP.

By: Kurt T. Borowsky
Vice President

Attest: Richard L. Chambers
Assistant Secretary

Gel Met Development
SEAL

For good and valuable considerations, the receipt whereof is hereby acknowledged, TOWN SHORES OF GULFPORT, NO. 208, 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

IN WITNESS WHEREOF, TOWN SHORES OF GULFPORT, NO. 208, INC. has caused these presents to be signed in its name by the Vice President and its Corporate Seal affixed, attested by the Secretary, the day and year first above written.

Signed, sealed and delivered in the presence of: TOWN SHORES OF GULFPORT, NO. 208, INC.

Bernice V. Agin

By: Anthony S. Battaglia, Vice President

Marie I. Lee

Attest: Edna Akers Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY, That on this 12th day of May, A.D., 1972, before me personally appeared Kurt T. Borowsky and Richard L. Chambers, Vice President and Assistant Secretary respectively of GEL-MET DEVELOPMENT CORP., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

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

Bernice V. Agin
Notary Public

Commission Expiration 10/4/75

Notary Public
SEAL

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY, That on the 12th day of May A.D. 1972, before me personally appear Anthony S. Battaglia and Edna Akers, Vice-, President and Secretary respectively of TOWN SHORES OF GULFPORT, NO. 208, INC., a non-profit corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

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

Bernice V. Agin
Notary Public

Commission Expiration 10/4/75

Notary Public
SEAL

A F F I D A V I T

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. 208, a condominium, is as attached to and made a part of that certain Declaration of Condominium as Exhibit "B", to which this Affidavit is attached, and is a true and correct representation of the improvements therein described, and that there can be determined therefrom the identification, location, dimensions and size 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. 208, 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 (e) Florida Statutes, and is and shall be made a part of the aforesaid Declaration of Condominium of TOWN SHORES OF GULFPORT NO. 208, INC. a condominium.

4. Further Affiant said not.

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

Sworn to and Subscribed before
me this 9th day of May, 1972.

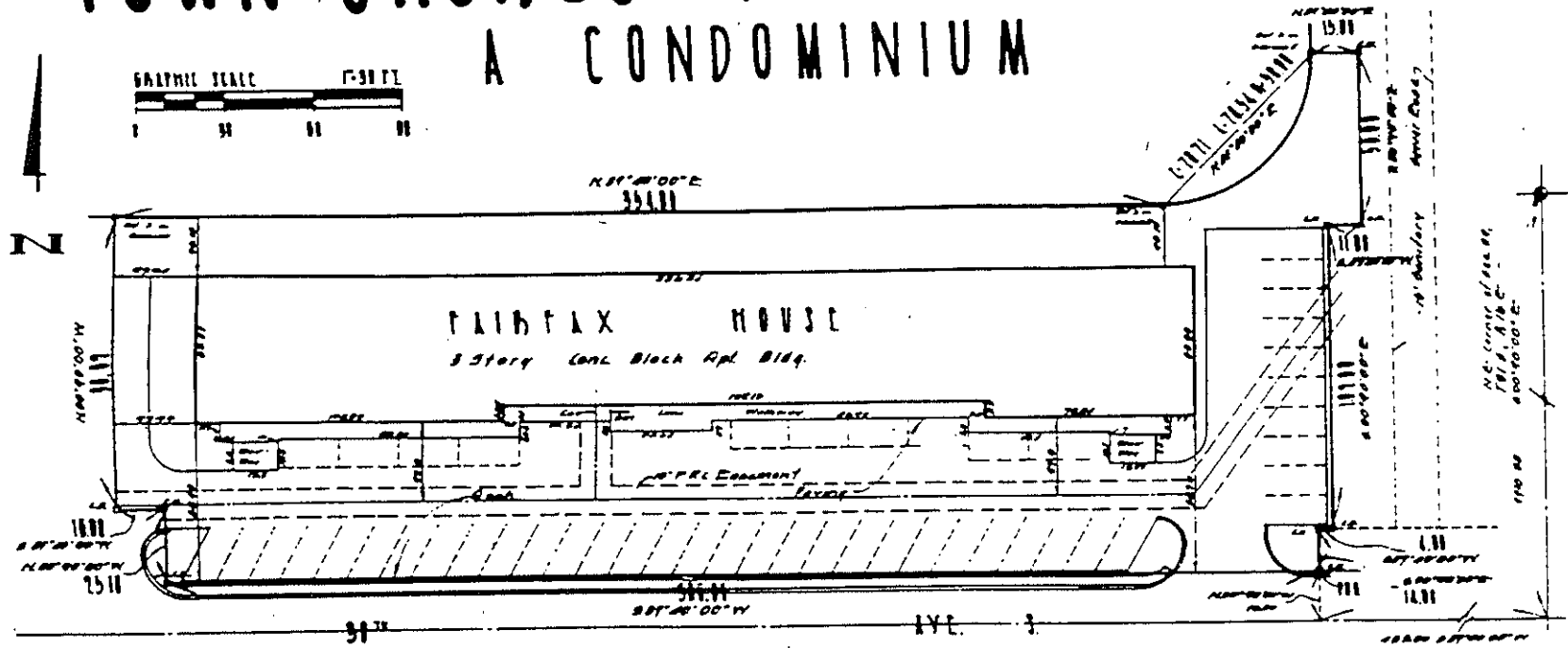
Bernice V. Agin
Notary Public

Commission Expiration: 10/4/75

Notary Public
SEAL

TOWN SHORES OF GULFPORT N° 208

A CONDOMINIUM



Dedication

Know all men by these presents, that I, Herman O'Brien, President of GEL-MAT DEVELOPMENT CORP (formerly West Broward Medical Properties Corp and formerly GOM Construction Co, Inc.) a Florida Corporation, 4100 West Avenue North, St. Petersburg, Florida, as owner have caused the land embraced in the plat to be surveyed, laid out and platted as Town Shores of Gulfport No. 208, a condominium, and that any rights-of-way or ingress and egress as described herein, shall be for the common use of the condominium and the condominium facilities.

Witness my hand and seal this 13th day of March, 1972.

Herman O'Brien
 President
 GEL-MAT DEVELOPMENT CORP

State of Florida
 County of Pasco

I hereby certify that on this 13 day of March, 1972, before me a notary public in and for said County, personally appeared HERMAN O'BRIEN, President of GEL-MAT DEVELOPMENT CORP, and HENRY NORTH, St. Petersburg, Florida, a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Dedication and who acknowledged the execution thereof to be his free act and deed and that of the corporation.

Notary Public, State of Florida
 [Signature]

Plot Plan

From the Northeast corner of Section 22 Town-ship 21 South, Range 10 East, run South 40°00' 00" East, 4110.88 feet, thence South 77°50'00" West, 484.00 feet; thence North 00°00'00" West, 1400 feet to a Point of Beginning. Thence run South 77°50'00" West, 822.00 feet; thence North 80°40'00" West, 10.00 feet; thence North 80°40'00" West, 1822 feet; thence North 77°00'00" East, 234.00 feet; thence run 78 feet along the arc of a curve to the left having a radius of 50.00 feet, chord North 40°00'00" East, 78.71 feet; thence North 77°00'00" East, 18.00 feet; thence South 00°00'00" East, 82.00 feet; thence South 87°40'00" West, 11.00 feet; thence South 80°00'00" East, 102.00 feet; thence South 77°00'00" West, 4.00 feet; thence South 00°00'00" East, 14.00 feet to Point of Beginning. Subject to such easements that may be noted for utilities and easements which are dedicated for the use of Common 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.

The undersigned hereby certifies that the descriptions and plans of the Condominium Property set out in sheets 1 and 4 of these drawings are correct representation of the improvements described and that there can be determined therefrom the identification, location, dimensions, the common elements and size of each unit.

[Signature]
 REGISTERED LAND SURVEYOR
 REGISTERED ENGINEER & SURVEYOR
 STATE OF FLORIDA

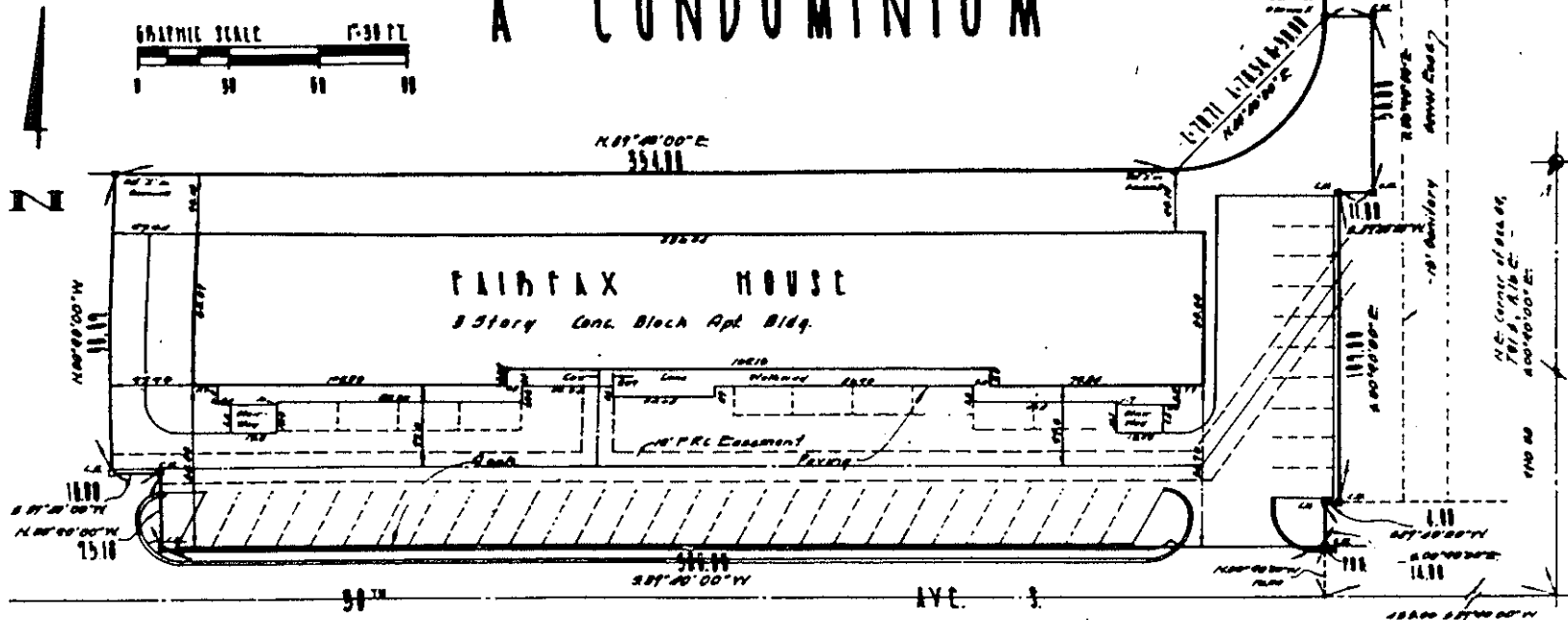
Prepared By
 JOHN C. BENDIA & ASSOCIATES
 CONSULTING ENGINEERS AND LAND SURVEYORS
 1401 NORTH STREET SOUTH - ST. PETERSBURG, FLA

EXHIBIT "B"

O.R. 3802 PAGE 112

TOWN SHORES OF GULFPORT N° 208

A CONDOMINIUM



Dedication

Know all men by these presents, that I, HERMAN GULLER, President of GEL-MET DEVELOPMENT CO. (formerly West Broward Medical Properties Corp. and formerly Golt Construction Co., Inc.) a Florida Corporation, 4100 46th Avenue North, St. Petersburg, Florida, as owner have caused the land embraced in the plat to be surveyed, laid out and plotted as Town Shores of Gulfport No. 208, a condominium, and that any rights-of-way for ingress and egress as described herein, shall be for the common use of the condominium and the condominium facilities.

Witness my hand and seal this 13th day of April, 1972.

HERMAN GULLER
President

GEL-MET DEVELOPMENT CO.
Owner

State of Florida }
County of Pinellas } ss

I hereby certify that on this 13th day of April, 1972, before me a notary public in and for said County, personally appeared HERMAN GULLER, Vice of GEL-MET DEVELOPMENT CO., 4100 46th Avenue North, St. Petersburg, Florida, a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Dedication and who acknowledged the execution thereof to be his free act and deed and that of the corporation.

My Commission expires: 3/31/73

EDWIN C. O'NEAL
NOTARY PUBLIC, STATE OF FLORIDA

Plot Plan

From the Northeast corner of Section 08 Township 31 South, Range 19 East, run South 89° 40' 00" East, 3110.00 feet, thence South 89° 40' 00" West, 482.00 feet; thence North 00° 40' 00" West, 1400 feet to a Point of Beginning. Thence run South 89° 40' 00" West, 822.00 feet; thence North 00° 40' 00" West, 2318 feet; thence South 89° 40' 00" West, 16.00 feet; thence North 00° 40' 00" West, 1828 feet; thence North 89° 40' 00" East, 334.00 feet; thence run 78.36 feet along the arc of a curve to the left having a radius of 50.00 feet, chord North 64° 00' 00" East, 74.71 feet; thence North 89° 40' 00" East, 18.00 feet; thence South 00° 40' 00" East, 22.00 feet; thence South 89° 40' 00" West, 11.00 feet; thence South 00° 40' 00" East, 102.00 feet; thence South 89° 40' 00" West, 4.00 feet; thence South 00° 40' 00" East, 14.00 feet to Point of Beginning. Subject to such easement that may be noted for utilities and access which are dedicated for the use of Central 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.

The undersigned hereby certifies that the descriptions and plans of the Condominium Property set out in sheets 1 and 2 of these drawings are correct representation of the improvements described and that there can be determined therefrom the identification, location, dimensions, the common elements and size of each unit.

JOHN C. BRENDA
REGISTERED LAND SURVEYOR
REGISTERED ENGINEER - CIVIL
STATE OF FLORIDA

Prepared By:

JOHN C. BRENDA & ASSOCIATES
CONSULTING ENGINEERS AND LAND SURVEYORS
1000 FOURTH STREET SOUTH - ST. PETERSBURG, FLA.

BY-LAWS OF
TOWN SHORES OF GULFPORT, NO. 208, INC.
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. 208, INC., a Condominium.

Section 2. Principle 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. 208, 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. 208, INC., these By-Laws are established pursuant to Section II of the Florida Condominium Act, Chapter 711, Florida Statutes, and are hereby annexed to and made a part of the Declaration of Condominium of TOWN SHORES OF GULFPORT, NO. 208, INC.

ARTICLE II
DIRECTORS

Section 1. Number and Term: The number of Directors which shall constitute the whole Board shall not be less than five (5) nor more than seven (7). Until succeeded by Directors elected at the first annual meeting of members, Directors need not be members, thereafter all Directors shall be members. Within the limits above specified, the number of Directors shall be determined by the members at the annual meeting. The Directors shall be elected at the annual meeting of the members, and each Director shall be elected to serve for the term of one (1) year, or until his successor shall be elected and shall qualify.

Section 2. Vacancy and Replacement; If the office of any Director or Directors 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

EXHIBIT "D"

choose a successor or successors, 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:

Carl G. Parker
Anthony S. Battaglia
Edna Akers

Louis E. Stolba
Mary C. Taylor

who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding; provided any or all of said Directors shall be subject to replacement in the event of resignation or death as above provided.

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 are due.

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.

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 at 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 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.

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

Section 6. Compensation: Directors or Officers, as such, shall receive no salary 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. No notice of a Board of Directors' meeting shall be required if the Directors meet by unanimous written consent. The Directors may, by resolution duly adopted, establish regular monthly, quarter-annual, or semi-annual meeting. If such resolution is adopted, no notice of such regular meetings of the Board of Directors shall be required.

C. Special meeting of the Board may be called by the President on 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.

D. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation or these By-Laws. If a quorum shall not be present in any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present.

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 communications.
- D. Resignations 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 Statement: The Board shall present not less often than at the annual meeting, and when called for by a vote of the members, at any special meeting of the members, a full and clear statement of the business and condition of the Corporation.

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, a 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. The President:

A. 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 of 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.

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 incident to the office of 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 7. The Vice President: The Vice President shall be vested with all powers and required to perform all duties of the President in his absence, and such other duties as may be prescribed 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 this 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 vote 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 thirty-nine (39) 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 thirty-nine (39) voting members at any one time and each may cast one (1) vote. A person who 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.

Section 4. In the event the owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person who shall be entitled to occupy the condominium parcel, and such natural person shall be a member of the Corporation, subject to the procedures set forth in the Declaration.

ARTICLE V MEETING OF THE MEMBERSHIP

Section 1. 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 notice.

Section 2. Annual Meeting: The first annual meeting of the members of the Corporation shall be held on the first Monday of April, 1973, unless sooner callable in accordance with the provisions of Article III of the Articles of Incorporation.

Regular annual meetings subsequent to 1973 shall be held on the first Monday of April, of each succeeding year, if not a legal holiday, and if a legal holiday, then on the next secular day following.

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.

Section 4. Special Meetings:

A. Special Meetings of the members for any purpose or purposes, 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 a majority of the Board of Directors, or at the request, in writing, of fifteen (15) members. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of members shall state the time, place and object thereof and shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the Corporation, at least five (5) days before such meeting.

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

Section 5. 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 6. 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, 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 7. Quorum: Fifty-One (51%) percent of the total number of members of the Corporation present in person or represented by written proxy, shall be requisite 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, or by these By-Laws. 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 the 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.

Section 8. 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 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. Definition: Whenever under the provisions of the Statutes or of the Articles of Incorporation or of these By-Laws, notice is required to be given to any Director or member, it shall not be construed to mean personal notice, but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed wrapper, addressed as appears on the books of the Corporation.

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 or persons 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 or persons 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 herefor 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 1972, 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 owner's 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 owner's 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, without notice, cause a draft to be 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 these By-Laws.

The requirement 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 said 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, together with such additional 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. No children under the age of fourteen years shall be permitted to live as permanent residents in the condominium units; provided, however, that nothing herein shall prevent owners from having children as visitors or guests for a limited period of time.

** (4/21/89 D.R. 6983 PAGE 2173) E.1. After the effective date of this amendment, at least 80% of all occupied units must be occupied by at least one person 55 years of age or older. Hereafter, no unit shall be sold or leased to any person or persons under the age of 55 unless the unit is to be occupied by at least one person over 55 IN ACCORDANCE WITH SECTION 807 OF THE FAIR HOUSING AMENDMENT ACT OF 1988.

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

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

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

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

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

ARTICLE IX
DEFAULT

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

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

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

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

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

ARTICLE XII REGISTERS

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

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

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

ARTICLE XIII
SURRENDER

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

ARTICLE XIV
AMENDMENT OF BY-LAWS

** (5/29/92 O.R. 7923 PAGE 508) 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 (2/3) vote of all members of the Corporation, unless a contrary vote is required pursuant to the Articles of Incorporation, and provided that notice of said membership meeting has been given in accordance with these By-Laws and that the notice as aforesaid contained a full statement of the proposed amendment. No modification or amendment to the By-Laws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium.

ARTICLE XV
CONSTRUCTION

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

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

STATE OF FLORIDA

DEPARTMENT OF STATE



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

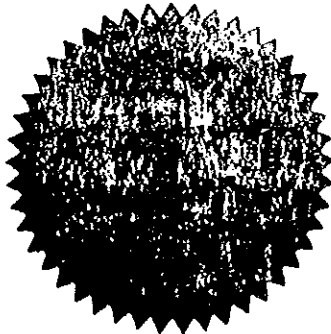
CERTIFICATE OF INCORPORATION

OF

TOWN SHORES OF GULFPORT, NO. 208, INC.

a corporation not for profit organized and existing under the Laws of the State of Florida, filed on the 30th day of May, A.D., 19 72, as shown by the records of this office.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 30th day of May, A.D., 19 72.



Richard (Dick) Stone

SECRETARY OF STATE

ARTICLES OF INCORPORATION

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

I.

The name of this Corporation shall be:
TOWN SHORES OF GULFPORT NO. 208, INC., A CONDOMINIUM

The purpose for which this Corporation is organized shall be to buy, sell, lease or sub-lease, or to acquire, maintain, or operate as fee owner or as owner of a leasehold interest, or solely to maintain, or operate without any interest in real property, a certain multi-unit residential building and the land upon which said building shall be situated, in Pinellas County, State of Florida, a condominium, which multi-unit residential building shall be known as TOWN SHORES OF GULFPORT NO. 208, A CONDOMINIUM, the land on which said building shall be located being described as follows:

From the Northeast corner of Section 32, Township 31 South, Range 16 East, run South 00 degrees 20'00" East, 2910.88 feet; thence South 89 degrees 40'00" West, 455.00 feet; thence North 00 degrees 20' 00" West, 16.00 feet to a Point of Beginning. Thence run South 89 degrees 40'00" West, 388.00 feet; thence North 00 degrees 20'00" West, 25.18 feet; thence South 89 degrees 40'00" West, 16.00 feet; thence North 00 degrees 20'00" West, 98.82 feet; thence North 89 degrees 40' 00' East, 354.00 feet; thence run 78.54 feet along the arc of a curve to the left, having a radius of 50.00 feet, chord North 44 degrees 40'00" East, 70.71 feet; thence North 89 degrees 40'00" East, 15.00 feet; thence South 00 degrees 20'00" East, 58.00 feet; thence South 89 degrees 40'00" West, 11.00 feet; thence South 00 degrees 20'00"

East, 102.00 feet; thence South 89 degrees 40'00" West, 4.00 feet; thence South 00 degrees 20'00" East 14.00 feet to 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.

and to erect such additional buildings and structures on said real estate as the Corporation may deem best, and to transact all business necessary and proper in connection with the operation of said property for the mutual benefit of its members; to operate said property for the sole use and benefit of its members, without attempting to make any profit or other gains for the corporation; and to perform any other act for the well being of member residents, without partiality or undue inconvenience as between member residents; and to perform any other act in maintaining an atmosphere of congeniality and high standard of occupancy by and for its member residents; and maintenance of a high standard of the physical appearance of the building; to formulate By-Laws, rules 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 711, Florida Statutes, entitled "Corporations Not For Profit".

III

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

property and all interest therein, to-wit:

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

(b) All improvements erected or installed on said land, including one building containing thirty-nine (39) condominium units and related facilities.

Initially, such three (3) persons as the Developer may name shall be the members of the corporation who shall be the sole voting members of the corporation until such time as the Developer has conveyed thirty-three (33) condominium units to the individual grantees, as said condominium units are defined in Declaration of Condominium, or for a period of five (5) years after date of completion of improvement upon the property described in Article II,, whichever event shall

occur first. Thereafter, such three (3) named persons shall cease to be members of the corporation, unless they are either the Developer or a grantee of the Developer, and the individuals to whom the condominium units have been conveyed shall be the voting members of the corporation. The By-Laws of this corporation may not change or alter this Article.

IV.

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

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

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

VI.

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

VII.

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

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

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

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

** (5/29/92 D.R. 7923 PAGE 508) The By-Laws of the Corporation are to be made, altered or rescinded by a two-thirds (2/3) vote of the members of this corporation.

IX.

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

X.

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

** (1/30/84 D.R. 5690 PAGE 1817 Section 2. Each member, in person or by proxy, shall be restricted to one (1) vote in all elections for directors; that is to say, each member shall have only one (1) vote for each director to be elected.

Section 3. A membership may be owned by more than one owner provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one person, all of the owners of such membership shall be entitled collectively to only

one (1) vote or ballot in the management of the affairs of the Corporation in accordance with the Declaration of Condominium, and the vote may not be divided between plural owners of a single condominium.

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

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

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

D.R. 3802 PAGE 151

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

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

XI.

** 5/29/92 D.R. 7923 PAGE 508) The Articles of Incorporation may not be amended, altered, modified, changed or rescinded by a vote of less than two-thirds (2/3) of the then present members of the Corporation, which may be accomplished at any regular or special meeting of the Corporation, provided that written notice of the proposed change shall have been mailed to each member of the Corporation ten (10) days prior to said meeting of the Corporation, provided however, that no such alteration, amendments, modifications, change or rescission of Article II hereinabove, and of Section 4, 5, 6 and 8 of Article X, may be made without the unanimous approval of the then members of the Corporation together with the written unanimous approval of all mortgagees holding a valid, enforceable first mortgage lien against any condominium unit, provided such mortgagees are institutional mortgagees, such as a bank, savings and loan association or insurance company, authorized to transact business in the State of Florida.

XII.

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

XIII.

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

XIV.

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

A F F I D A V I T

STATE OF FLORIDA)
) SS.
COUNTY OF PINELLAS)

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

1. That they are the Vice President and Assistant Secretary of GEL-MET DEVELOPMENT CORP., a Florida Corporation.

2. That as Vice President and Assistant Secretary of said GEL-MET DEVELOPMENT CORP., a Florida Corporation, he has no objection to said Corporation being mentioned in the Articles of Incorporation filed with the Secretary of State, State of Florida, Tallahassee, Florida, known as TOWN SHORES OF GULFPORT NO. 208, 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. 208, INC., a condominium, as though set forth in full therein.

Further Affiant saith not.

Kurt T. Borowsky

Richard L. Chambers

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

Bernie V. Agin
Notary Public

Notary Public

SEAL

Commission Expiration:
10/4/75

Return to:
Ida Ezell
3210 59th Street South
Gulfport, FL 33707

RECORDING
15.00
TV
C
EV
STAL 15.00

CERTIFICATE OF AMENDMENT
TO
THE BY-LAWS
OF
TOWN SHORES MASTER ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that at a fully called meeting of the Board of Directors on February 27, 1998, by a vote of not less than seventy five (75%) of the total vote of the Board of Directors present and voting The By-Laws of TOWN SHORES MASTER ASSOCIATION, INC., as originally recorded in the O.R. Book 3802, page 113, et seq., in the Public Records of Pinellas County, Florida, be and the same are hereby amended as follows:

A resolution to amend Article V. Section 2 of the ByLaws as follows:

Section 2. Annual Meeting: The first Monday in April, unless it is a Holiday be changed. The Annual Meeting shall be the third (3) Wednesday of January hereafter.

A resolution to amend Article II Section 7 Paragraph C of the ByLaws as follows:

Special Meetings of the Board may be called by the President on five (5) days' notice to each Director. A Special Meeting of the Board may be called by the President on forty-eight (48) hours notice to each Director.

IN WITNESS WHEREOF, Town Shores Of Gulfport #208, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove this ____ day of _____ 1998.

TOWN SHORES OF
GULFPORT # 208, INC.

BY: Walter H. Henze
PRESIDENT

(Corporate Seal)
ATTEST:

Phyllis H. Stackhouse
SECRETARY

40 Rec 9
41 DS
Tot 9.00

84019455

O. R. 5690 PAGE 1817

AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
OF TOWN SHORES OF GULFPORT NO. 208, INC., A CONDOMINIUM

TOWN SHORES OF GULFPORT, NO. 208, INC. a Florida corporation, not-for-profit (hereinafter referred to as the "Association") hereby makes the following Amendment to the Declaration of Condominium Ownership of TOWN SHORES OF GULFPORT, NO. 208, Inc., a Condominium, said Declaration being recorded in Official Records Book 3802, pages 85 through 154, inclusive, Public Records of Pinellas County, Florida (herein referred to as the "Original Declaration").

1. The purpose of this Amendment is to reflect an Amendment to the Articles of Incorporation of the Association filed with the Secretary of State of the State of Florida on the 2nd day of June, 1972, and recorded as part of the Original Declaration in O.R. Book 3802, at page 151, Public Records of Pinellas County, Florida (hereinafter referred to as the "Original Articles"). Said Amendment to the Original Articles has been duly filed with the Secretary of State of the State of Florida.

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

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

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

pursuant to the Resolution adopted by the membership of the Association at a meeting duly held on the 4th day of April, 1983, a copy of which Resolution is attached hereto as Exhibit "A" and made a part hereof by reference.

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

In witness whereof, TOWN SHORES OF GULFPORT, NO. 208, INC., has caused these presents to be executed in its name by its properly authorized officers hereto this 5th day of DECEMBER 1983.

Signed, Sealed and Delivered in the presence of:

TOWN SHORES OF GULFPORT NO. 208, INC.

[Signature]
Judy T. Patrick
CLERK CIRCUIT COURT
JAN 30 7 07 PM '84

By:

Attest:

[Signature]
[Signature]

(CORPORATE SEAL)
18 15043575
30 JAN 4
9.00 CHK

State OF FLORIDA
COUNTY OF PINELLIS

Before me, the undersigned authority, personally appeared Samuel M. Fishbein and Ruth G. Mosher as President and Secretary respectively of TOWN SHORES OF GULFPORT, NO. 208, INC.; to me well known and known to me to be the persons described in and who executed the foregoing instrument and acknowledged that execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and the said instrument is the act and deed of said corporation.

Witness my hand and seal at ST. Petersburg, Pinellas County, Florida, this 5th day of December 1983.

[Signature]
Notary Public
My Commission Expires

Notary Public, State of Florida at Large
My Commission Expires OCT. 25, 1987

This instrument prepared by AND TO BE RETURNED TO:

CHRISTIE S. JONES
Barragans, Rees, Etc., Attorneys at Law
880 Tyrone Boulevard
St. Petersburg, Florida 33742
P.O. Box 41100

87112915

O.R. 6-198 PAGE 1266

CERTIFICATE OF AMENDMENT

DECLARATION OF CONDOMINIUM,

24	24746615	71	1.	05hr
		40		9.00
		TOTAL		9.00

Handwritten: Robert L. Tinkel
 MAY 5 6 51 PM '87

TOWN SHORES OF GULFPORT, NO. 208, INC.

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium, Town Shores of Gulfport No. 208, Inc., as described in book 3802, at page 85 of the Official Records of Pinellas County, Florida, was duly adopted in the manner provided in Article 12 of the Declaration, that is, by affirmative vote of three fourths (3/4ths) of the condominium parcels at a meeting duly called for such purpose held on ~~February 18, 1987.~~ *APRIL 6, 1987*

(SMF)

IN WITNESS WHEREOF, we have affixed our hands and seals this 28 day of April, 1987 at Gulfport, Fl. Pinellas County, Florida.

01 Cash 11 Cny
 40 Rec 9.00
 41 DS _____
 43 Int _____

By: *Samuel M. Tinkler*
 President

Tot 9.00 Attest: *Phyllis H. Stackhouse*
 Secretary

STATE OF FLORIDA
 COUNTY OF PINELLAS

On this 28 day of April, 1987, personally appeared *Samuel M. Tinkler* President, and *Phyllis H. Stackhouse* Secretary, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Guartha H. Stewart
 NOTARY PUBLIC

My Commission Expires:
 Notary Public, State of Florida at Large
 My Commission expires Jan. 23, 1989

CONDOMINIUM PLATS PERTAINING HERETO ARE
 recorded in Condominium Plat Book 10 Pages 87, 88.

PREPARED BY:
 ROBERT L. TANKEL, ESQ.
 BECKER, POLIAKOFF & STREITFELD, P.A.
 1150 CLEVELAND STREET
 SUITE 420
 CLEARWATER, FL 33515

ENV.
 RETURN TO:
 BECKER, POLIAKOFF & STREITFELD, P.A.
 1150 Cleveland St., Suite 420
 Clearwater, FL 33515

PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM
TOWN SHORES OF GULFPORT NO. 208, INC., A CONDOMINIUM

Additions indicated by underlining.

1. The termination of the Service and Maintenance Agreement, described in Paragraph 25 of this Declaration, which Agreement is attached to this Declaration as Exhibit "C" hereto, pursuant to the provisions of that certain Agreement dated January 8, 1987, between the Association, the Service and Maintenance Contractor, and others, which Agreement is recorded in the Public Records of Pinellas County, Florida under Clerk's File Number _____, be and the same is hereby ratified. As a result of such termination, all powers granted to the Contractor, as defined in the Service and Maintenance Agreement, be and the same are hereby terminated. All powers granted to the Contractor by any provision of this Declaration of Condominium are also rescinded and withdrawn.

2. Association shall have the power to become a member of Town Shores Master Association ("Master Association"), pursuant to Master Association's Articles of Incorporation and By-Laws, which are attached hereto as Exhibits "1A" and "2A", and incorporated by reference as if fully set forth herein. All acts of Association and the members of its Board of Directors in the formation of Master Association are hereby ratified and confirmed.

3. All assessments levied by Master Association against Association, pursuant to Master Association's Articles of Incorporation and By-Laws, including, but not limited to, all expenses associated with the acquisition and operation of the recreation facilities described in Master Association's Articles of Incorporation and By-Laws (which recreation facilities were formerly the subject of the Service and Maintenance Agreement which has been terminated) are and shall be common expenses of this condominium. All Master Association assessments against Association shall be secured by the lien described in Paragraph 14 of this Declaration. Master Association shall have a lien on each condominium parcel for unpaid Master Association assessments, together with interest thereon, against the unit owner of such condominium parcel together with a lien on all tangible personal property located within said unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior benefit liens of record. Master Association's lien shall also secure all reasonable attorney's fees incurred by Master Association incident to the collection of such assessment or the enforcement of such lien, together with all sums advanced and paid by Master Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by Master Association in order to preserve and protect its lien. Master Association's lien shall be effective as and enforceable in the manner provided for by the Condominium Act, but shall be subject to the rights and privileges of persons obtaining title to a condominium parcel as a result of foreclosure of first mortgage as set forth in Paragraph 14 of this Declaration.

4. Association's interest in Master Association shall be "Association Property", as that term is defined in Section 718.103(3), Florida Statutes (1985), and held by Association for the use and benefit of the unit owners.

5. The unit owners in this condominium shall be entitled to the use and enjoyment of the recreation area and facilities which are the property of Master Association, subject to rules and regulations adopted by Master Association pursuant to its Articles of Incorporation and By-Laws, which are attached hereto as Exhibits "1A" and "2A", and incorporated by reference as if fully set forth herein.

6. The Board of Directors of Association shall select from among the unit owners in this condominium the Association's voting representative to the Board of Directors of Master Association, to serve the term of office as provided for in Master Association's Articles of Incorporation and By-Laws.

7. The Board of Directors of the Association shall have the power to enter into agreements and contracts with Master Association for the operation, maintenance and management of the condominium property, including, but not limited to authorizing Master Association to enter into agreements and contracts on behalf of the Association for that purpose. Such agreements or contracts may include an assignment by the Association to Master Association, only, of the Association's lien rights, as described in Paragraph 14 of this Declaration.

1 RECORDING
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7 2.00
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9
10 8.00

KARLEEN E. DE LANE
CLERK OF DISTRICT COURT
PINELLAS COUNTY

08 APR 21 PM 5:13

CERTIFICATE OF AMENDMENT

**TO
DECLARATION OF CONDOMINIUM AND BY-LAWS
OF
TOWN SHORES OF GULFPORT NO. 208 INC.**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on April 17, 1989, by a vote as required in the respective Declaration of Condominium and By-Laws, and after the unanimous adoption of a Resolution proposing said amendments by the Board of Directors, the Declaration of Condominium and By-Laws for TOWN SHORES OF GULFPORT NO. 208, INC., as originally recorded for the Declaration of Condominium in O.R. Book 3802 page 100, et seq., and O.R 3802, page 137, et seq., of the By-Laws in the Public Records of Pinellas County, Florida, be and the same is amended as follows:

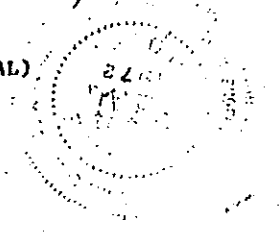
The Declaration of Condominium and By-Laws of TOWN SHORES OF GULFPORT NO. 208, INC., is hereby amended in accordance with Exhibit A attached hereto and entitled "Amendment to Declaration of Condominium and By-Laws for TOWN SHORES OF GULFPORT NO. 208, INC."

IN WITNESS WHEREOF, TOWN SHORES OF GULFPORT NO. 208, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 17th day of April, 1989.

TOWN SHORES OF GULFPORT NO.
208, INC.

By: Robert Morgan
President

(CORPORATE SEAL)



ATTEST:

Phyllis H. Stackhouse
Secretary

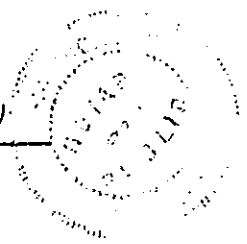
STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgements, personally appeared Robert Morgan and Phyllis Stackhouse, respectively, of TOWN SHORES OF GULFPORT NO. 208 INC. to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Certificate of Amendment for the uses and purposes therein expressed, as such officers, by authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, have hereunto set my hand and official seal this 17th day of April, 1989.

Joia J. Puhall
NOTARY PUBLIC

My Commission Expires:



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

Condominium Plat Book 10 Pages 87 and 88.

AMENDMENT
TO
DECLARATION OF CONDOMINIUM AND BY-LAWS
FOR
TOWN SHORES OF GULFPORT NO.208, INC.

The following is hereby added to:
the Declaration of Condominium; 20. OBLIGATIONS OF MEMBERS
O. R. Book 3802, Page 100 as (f) 1., and the By-Laws; ARTICLE X,
HOUSE RULES, O. R. Book 3802, Page 137, as E 1.

(f) 1.

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

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

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

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

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

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

NOTICE OF FILING OF AN AMENDMENT TO
THE ARTICLES OF INCORPORATION

At the annual meeting of the membership of TOWN SHORES OF GULFPORT #208 Inc., a condominium, was duly held pursuant to Article XI of the articles of incorporation and Article V sections 2 and 7 of the By-laws of said corporation, on April 4, 1983, at 7:00 P.M. at the Clubhouse Auditorium. Samuel Fishbein presided as Chairman and Phyllis Stackhouse acted as secretary for the meeting.

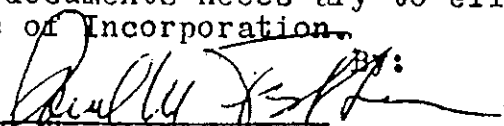
Election of members to the Board were held. During the tally of votes it was discovered that three of the voting members had utilized their option to vote on a cumulative basis. A discussion followed and the membership expressed their disapproval of such cumulative use of the voting power. A motion was made by Ray Sanchez and seconded by Minnie Brokaw that the voting "cumulative" be deleted from that section of the Articles of incorporation. The vote was taken and it was unanimously voted that this section be amended so as to no longer permit "cumulative voting". Since there were 34 voting members represented either in person or by proxy, thus representing more than 87% of the then present ownership. It was then:

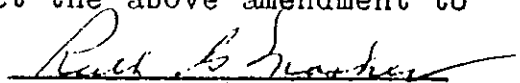
RESOLVED, that Article X, Section 2 of the Articles of Incorporation of TOWN SHORES OF GULFPORT #208, a condominium shall be amended to read as follows:

Each person eligible to vote shall be permitted to cast not more than (1) vote for each office to be filled. Thus if there be a need for five (5) directors, a voter can cast one (1) vote for each of 5 candidates but not 5 votes for one (1) any one (1) candidate.

FURTHER RESOLVED, that the president and secretary of this corporation are hereby authorized to execute and file with the Secretary of the State of Florida on behalf of the corporation any and all documents necessary to effect the above amendment to the Articles of Incorporation.

By:


President


Secretary

40 Rec _____
41 DS _____
43 Int _____
Tot 9.00

AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
OF TOWN SHORES OF GULFPORT NO.208, INC., A CONDOMINIUM

TOWN SHORES OF GULFPORT, NO. 208, INC. a Florida corporation, not-for-profit (hereinafter referred to as the "Association") hereby makes the following Amendment to the Declaration of Condominium Ownership of TOWN SHORES OF GULFPORT, NO. 208, Inc., a Condominium, said Declaration being recorded in Official Records Book 3802, pages 85 through 154, inclusive, Public Records of Pinellas County, Florida (herein referred to as the "Original Declaration").

1. The purpose of this Amendment is to reflect an Amendment to the Articles of Incorporation of the Association filed with the Secretary of State of the State of Florida on the 2nd day of June, 1972, and recorded as part of the Original Declaration in O.R. Book 3802, at page 151, Public Records of Pinellas County, Florida (hereinafter referred to as the "Original Articles"). Said Amendment to the Original Articles has been duly filed with the Secretary of State of the State of Florida.

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

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

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

pursuant to the Resolution adopted by the membership of the Association at a meeting duly held on the 4th day of April, 1983, a copy of which Resolution is attached hereto as Exhibit "A" and made a part hereof by reference.

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

In witness whereof, TOWN SHORES OF GULFPORT, NO. 208, INC., has caused these presents to be executed in its name by its properly authorized officers hereto this 5th day of DECEMBER 1983.

Signed, Sealed and Delivered in the presence of:

[Signature]
Judy T. Patrick
CLERK CIRCUIT COURT.
JAN 30 7 07 PM '84

TOWN SHORES OF GULFPORT NO. 208, INC.

By: [Signature]

Attest: [Signature]

(CORPORATE SEAL)
18 15033575
TOTAL Oct 9.00 CHG

State of FLORIDA
COUNTY OF PINELLIS

Before me, the undersigned authority, personally appeared Samuel M. Fishbein and Ruth G. Mosher as President and Secretary respectively of TOWN SHORES OF GULFPORT, NO. 208, INC., to me well known and known to me to be the persons described in and who executed the foregoing instrument and acknowledged that execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and the said instrument is the act and deed of said corporation.

Witness my hand and seal at ST. Petersburg, Pinellas County, Florida, this 5th day of December 1983.

[Signature]
Notary Public
My Commission Expires
Notary Public, State of Florida et al.
My Commission Expires OCT. 25, 1987

This instrument prepared by AND TO BE RETURNED TO:
CHRISTIE S. JONES
Barraglia, Ross, Etc., Attorneys at Law
980 Tyrone Boulevard
St. Petersburg, Florida 33745
P.O. Box 41100

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

TOWN SHORES OF GULFPORT NO. 208, INC. A CONDOMINIUM
THE FAIRFAX

I HEREBY CERTIFY that this is a true and exact copy of the Resolutions adopted by a Three-Fourths ballot of the unit owners of Town Shores of Gulfport, No. 208 Inc., A Florida Corporation as of April 6, 1987 pursuant to Notice:

The Declaration of Condominium being located O.R. 3802, Page 85-113
The By-Laws being located O.R. 3802, Pages 127-138.
The Articles being located O.R. 3802, Pages 144-154.

Said resolutions adopted attached hereto marked Exhibit A and Exhibit B.

WITNESSES

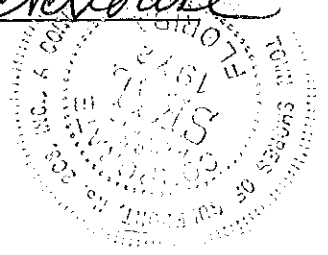
[Signature]

Andrea S. Murzyn

TOWN SHORES OF GULFPORT NO. 208, INC.

Anthony Fiore
President

Phyllis Stackhouse
Secretary



STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this twenty-seventh day of May, 1992 by Anthony Fiore and Phyllis Stackhouse, who are personally known to me and who did take an oath.

Gloria Renfrow
Notary Public, Gloria Renfrow

01 RECORDING
REC 24.00
DS _____
INT _____
Fees _____
MTF _____
P/C _____
REV _____
TOTAL 24.00

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



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

KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY: [Signature]

Condominium Plats pertaining hereto are recorded in Condominium Plat Book 10, Pages 87-88

AMENDMENT TO
DECLARATION OF CONDOMINIUM, BY-LAWS, AND
ARTICLES OF INCORPORATION
TOWN SHORES OF GULFPORT NO. 208, INC.

Additions indicated by underlining, deletions indicated by striking through, unchanged language indicated for clarity by ellipsis (...).

12. AMENDMENT OF DECLARATION: This Declaration may be amended by affirmative vote of ~~three-fourths (3/4th)~~ two-thirds (2/3) of the condominium parcels at a meeting duly called for such purpose pursuant to the By-Laws; ...

VIII.

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

XI.

The Articles of Incorporation may not be amended, altered, modified, changed or rescinded by a vote of less than ~~three-fourths (3/4s)~~ two-thirds (2/3) 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, ...

24232971 JAR 05-29-92 12:04:43
01 CON-
RECORDING 1 \$24.00
TOTAL: \$24.00
CHECK AMT. TENDERED: \$24.00
CHANGE: \$0.00

EXHIBIT "A"

AMENDMENT TO DECLARATION OF CONDOMINIUM

TOWN SHORES OF GULFPORT NO. 208, INC., A CONDOMINIUM (FAIRFAX)

Additions indicated by underlining.

1. The termination of the Service and Maintenance Agreement, described in Paragraph 25 of this Declaration, which Agreement is attached to this Declaration as Exhibit "C" hereto, pursuant to the provisions of that certain Agreement dated January 8, 1987, between the Association, the Service and Maintenance Contractor, and others, which Agreement is recorded in the Public Records of Pinellas County, Florida under Clerk's File Number 72068700, be and the same is hereby ratified. As a result of such termination, all powers granted to the Contractor, as defined in the Service and Maintenance Agreement, be and the same are hereby terminated. All powers granted to the Contractor by any provision of this Declaration of Condominium are also rescinded and withdrawn.

2. Association shall have the power to become a member of Town Shores Master Association ("Master Association"), pursuant to Master Association's Articles of Incorporation and By-Laws, which are attached hereto as Exhibits "1A" and "2A", and incorporated by reference as if fully set forth herein. All acts of Association and the members of its Board of Directors in the formation of Master Association are hereby ratified and confirmed.

3. All assessments levied by Master Association against Association, pursuant to Master Association's Articles of Incorporation and By-Laws, including, but not limited to, all expenses associated with the acquisition and operation of the recreation facilities described in Master Association's Articles of Incorporation and By-Laws (which recreation facilities were formerly the subject of the Service and Maintenance Agreement which has been terminated) are and shall be common expenses of this condominium. All Master Association assessments against Association shall be secured by the lien described in Paragraph 14 of this Declaration. Master Association shall have a lien on each condominium parcel for unpaid Master Association assessments, together with interest thereon, against the unit owner of such condominium parcel, together

EXHIBIT "B"

with a lien on all tangible personal property located within said unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bonafide liens of record. Master Association's lien shall also secure all reasonable attorney's fees incurred by Master Association incident to the collection of such assessment or the enforcement of such lien, together with all sums advanced and paid by Master Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by Master Association in order to preserve and protect its lien. Master Association's lien shall be effective as and enforceable in the manner provided for by the Condominium Act, but shall be subject to the rights and privileges of persons obtaining title to a condominium parcel as a result of foreclosure of first mortgage as set forth in Paragraph 14 of this Declaration.

4. Association's interest in Master Association shall be "Association Property", as that term is defined in Section 718.103(3), Florida Statutes (1985), and held by Association for the use and benefit of the unit owners.

5. The unit owners in this condominium shall be entitled to the use and enjoyment of the recreation area and facilities which are the property of Master Association, subject to rules and regulations adopted by Master Association pursuant to its Articles of Incorporation and By-Laws, which are attached hereto as Exhibits "1A" and "2A", and incorporated by reference as if fully set forth herein.

6. The Board of Directors of Association shall select from among the unit owners in this condominium the Association's voting representative to the Board of Directors of Master Association, to serve the term of office as provided for in Master Association's Articles of Incorporation and By-Laws.

7. The Board of Directors of the Association shall have the power to enter into agreements and contracts with Master Association for the operation, maintenance and management of the condominium property, including, but not limited to authorizing Master Association to enter into agreements and contracts on behalf of the

Association for that purpose. Such agreements or contracts may include an assignment by the Association to Master Association, only, of the Association's lien rights, as described in Paragraph 14 of this Declaration.

AMENDMENT TO THE DECLARATION OF CONDOMINIUM

TOWN SHORES OF GULFPORT
#208, INC., A CONDOMINIUM

The Fairfax

I HEREBY CERTIFY that this is a true and exact copy of the Resolution adopted by a two-thirds ballot of the unit owners of Town Shores of Gulfport No., 208, Inc., A Florida Corporation, as of April 1, 1991 pursuant to Motion:

Resolved that O. R. 3802, Page 90 of the Declaration of Condominium, Paragraph Nine (9) be changed as follows:

01 RECORDING
REC 6.00
DS _____
INT _____
FBBS _____
MTF _____
P/C _____
REV _____
TOTAL 6.00

9. COMMON EXPENSES AND COMMON SURPLUS: Common expenses shall be shared 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. ~~However, with the exception of those expenditures contracted for in the certain Service and Maintenance Agreement with Coral Management of Gulfport, Inc., a Florida Corporation, a copy of which is attached to and made a part hereof by reference marked Exhibit "B".~~ Said common expense to include Cable Television Service obtained pursuant to a bulk contract.

) MH

WITNESS

TOWN SHORES OF GULFPORT NO. 208, INC.

Andrea S. McErzgen

x Anthony Rose
President

Daniel L. Long

x Phyllis Stackhouse
Secretary

Sworn to and subscribed before me this 5th day of April, 1991

Notary

Prepared by Gloria Nichols
Return to: 3210 59th Street So.
Gulfport, Fl. 33707
813-345-9491

23084168 RMH 04-09-91 11:34:07
01 -
RECORDING 1 \$6.00

TOTAL: \$6.00
CHECK AMT. TENDERED: \$6.00
CHANGE: \$0.00

KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY:

01 RECORDING
REC 6.00
DS _____
INT _____
FEES _____
MTF _____
I _____
REV _____
TOTAL 6.00

INST # 92-100462
APR 8, 1992 11:44AM

PINELLAS COUNTY FLA.
OFF.REC.BK 7869 PG 1826

AMENDMENT TO THE DECLARATION OF CONDOMINIUM
TOWN SHORES OF GULFPORT NO. 208, INC. A CONDOMINIUM
THE FAIRFAX

Condominium Plats pertaining hereto are recorded in Condominium Plat Book 10, Pages 87 & 88

I HEREBY CERTIFY that this is a true and exact copy of the Resolutions adopted by a Two-thirds ballot of the unit owners of Town Shores of Gulfport No. 208 Inc., A Florida Corporation, as of April 15, 1992 pursuant to Notice:

The Declaration of Condominium for Town Shores of Gulfport No. 208, Inc., is located in O. R. Book 3802, Pages 85 through 113 of the records of Pinellas County, Florida.

Resolved that Page 93 of the Declaration of Condominium, Paragraph 17. INSURANCE, sub paragraph (a), be changed as follows:

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

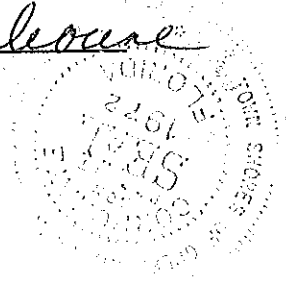
WITNESSES

Muriel B Bureau
Shirley Stassen

TOWN SHORES OF GULFPORT NO. 208, INC.
Anthony Fiore
President
Phyllis Stackhouse
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY: [Signature]



The foregoing instrument was acknowledged before me this sixth day of April, 1992 by Anthony Fiore and Phyllis Stackhouse, who are personally known to me and who did take an oath.

[Signature]
Notary

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



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

Town Shores of Gulfport
#208, Inc.
5935 - 30th Ave., South
Fairfax House
Gulfport, Florida 33707

April 12, 1973

Dear Member:

This is to advise that at the annual meeting of your corporation held on April 2, 1973, the following rule was adopted by an overwhelming majority.

"Condominium apartments that are leased by owners must be rented for not less than a six (6) month period with special consideration for extenuating circumstances in cases which may be presented before your Board of Directors."

In further reference to the above we wish to call your attention to O.R. 3802, pages 96 thru 99 of your Declaration of Condominium (commonly referred to as the "Blue Book"), Par. 18, Conveyances, Sales, Rentals, Leases and Transfers, Sections (a) and (b).

On October 30, 1972, the jurisdiction of the building was transferred from the developers to the Board of Directors elected by the parcel owners. Thus, the above regulations were then placed under the control of the apartment owners through their duly elected Board of Directors from that date forward.

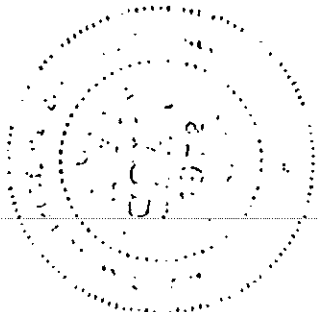
We would also ask you to refer to O.R. 3802, Page 139, Article XII, Section 2. "Any application for the transfer of membership or for a conveyance of interest in a condominium parcel or a lease of a condominium parcel shall be accompanied by an application fee in the amount of twenty-five dollars (\$25.00) to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board of Directors."

Accordingly, we ask all owners to be so guided.

Very truly yours,

Town Shores of Gulfport #208
Board of Directors

A. J. Kellner
A. J. Kellner, President



(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 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 first mortgagee upon request therefore, at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obliged to replenish the funds to paid over, and said unit owner and his unit shall be subject to special assessments for such sum.

(b) "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 (3/4) or more of the total unit space in the Condominium is rendered untenable, or loss or damage whereby seventy-five (75%) percent 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 first 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 first 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 (100%) percent 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

PAGES (3)
 ACCT _____
 REC 15-00
 DR219 _____
 DS _____
 INT _____
 FEES _____
 MTF _____
 P/C _____
 REV _____
 TOTAL 15.00
 CK BAL _____
 CHG AMT _____

KARLEEN F. DE BLAKER, CLERK OF COURT
 PINELLAS COUNTY, FLORIDA

8L146405 03-03-2003 14:04:10 TMC
 51 CTF-TOWN SHORES OF GULFPORT
 001564
 IN:03082884 BK:12570 SPG:1356 EPG:1358
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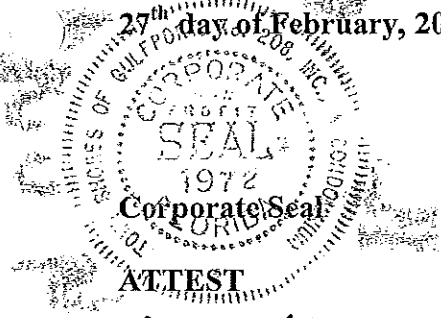
03-082884 MAR- 3-2003 2:03PM
 PINELLAS CO BK 12570 PG 1358

TOTAL: \$15.00
 CHECK AMT. TENDERED: \$15.00
 CHANGE: \$.00
 BY _____ DEPUTY CLERK

CERTIFICATE OF AMENDMENT
 TO THE BY-LAWS
 OF
 TOWN SHORES OF GULFPORT #208, INC.
 FAIRFAX HOUSE

NOTICE IS HEREBY GIVEN that at a fully called Members meeting of Town Shores of Gulfport #208, Inc. on February 27, 2003, by a vote of not less than two-thirds (66.67%) of the total vote of the Board of Directors present and voting. The Declaration of TOWN SHORES OF GULFPORT #208, INC., as originally recorded in O. R. Book 3802, Pages 139; 91; and 96 respectively, et seq., in the Public Records of Pinellas County, Florida, be and the same are amended as attached.

IN WITNESS WHEREOF, Town Shores Of Gulfport #208, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove this 27th day of February, 2003.



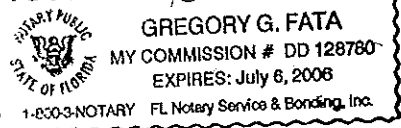
Town Shores of Gulfport, #208, Inc.

Walter H. Hentze
 President

Ruth Ficalora
 Secretary

STATE OF FLORIDA
 COUNTY OF PINELLAS

On this _____ of February, 2003, personally appeared before me Walter Hentze, President, and Ruth Ficalora, Secretary, of Town Shores OF GULFPORT #208, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.



Gregory G. Fata
 Gregory G. Fata, Notary Public

MAIL BACK TO:
 Gregg Fata, Property Manager
 3210 59th Street South
 Gulfport, FL 33707

Additions Indicated by Underlining.

Deletions Indicated by ~~Striking Through~~.

**CERTIFICATE OF AMENDMENT
DECLARATION OF CONDOMINIUM FOR
TOWN SHORES OF GULFPORT #208, INC.
A CONDOMINIUM NOT FOR PROFIT
THE FAIRFAX BUILDING**

The Declaration of Condominium By-Law Article XII – REGISTERS, Section 2 is located in O.R. 3802, Page 139 of the Records of Pinellas County of Florida.

Resolved that the Declaration of Condominium By-Law Article XII – REGISTERS, Section 2, O.R. 3802, page 139, that reads as follows.

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 (25.00)~~ Seventy-Five (75.00) 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. Any application for lease of a condominium parcel shall be accompanied by an application and fee in the amount of Seventy-Five Dollars (75.00) to cover the cost of contacting the references given by the applicant, financial background and criminal background checks and such other costs of investigation that may be incurred by the Board of Directors. A security deposit equivalent to the amount of one months rent as determined by the rental agreement must also be given to cover any damages found by the Association to the Association's common elements, caused by the renter while residing a said condominium parcel. The Security Deposit will be returned to renter less any damage costs upon expiration of the lease. Unit owners shall make application each time lease is renewed. The Association has the right to evict.

NOTE: Declaration 15 (b) (1) (dd) is in a mendment OR 3802 page 91 of the Fairfax Blue Book.

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

MAIL BACK TO: Gregg Fata, Property Manager
3210 59th Street South
Gulfport, FL 33707

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

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

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

NOTE: Declaration 18 (a) is in amendment OR 3802 page 96 of the Fairfax Blue Book.

1. Declaration 18 (a) is to be amended by the addition of Sub-Item (aa) to read as follows:

(aa) On the sale or resale of a unit the purchaser must occupy it for a minimum of twelve months and one day from the date of closing. After this period the owner can lease or rent the unit according to the By-Laws.

MAIL BACK TO: Gregg Fata, Property Manager
3210 59th Street South
Gulfport, FL 33707

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

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement") is made this _____ day of _____, 2003 by TOWN SHORES OF GULFPORT NO. 208, INC., hereinafter referred to as "Grantor" or "Association," a Florida not for profit corporation; in favor of PEOPLES GAS SYSTEM, a Division of Tampa Electric Company, a Florida corporation, hereinafter referred to as "Grantee" or "TECO."

WITNESSETH:

WHEREAS, Grantor is the not for profit Florida Corporation created to maintain, and manage the common elements (hereinafter, the "Condominium Property") and the operations of Town Shores of Gulfport No. 208, A Condominium, (hereinafter, the "Condominium") legally described in the Declaration of Condominium, as same is recorded in Official Records Book 3802, at Page 85, of the Pinellas County Public Records, which is located within the Town Shores Community in Gulfport, Florida, (hereinafter, the "Property"); and

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES

Sign _____
Print _____

Sign _____
Print _____

TOWN SHORES OF GULFPORT,
NO. 208, INC.

By: _____
Clasine Harmon, Vice President
Address: 5935 30th Avenue S.
Gulfport, FL 33707

WITNESSES

Sign _____
Print _____

Sign _____
Print _____

PEOPLES GAS SYSTEM, a division of
Tampa Electric Company

By: _____, President
Address: P.O. Box 2562
Tampa, FL 33601

STATE OF FLORIDA
COUNTY OF PINELLAS

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2003, by _____, as Vice President of Town Shores of Gulfport No. 208, Inc., a Florida not for profit corporation, on behalf of said corporation.

Personally Known _____ or
Produced Identification _____
Type of Identification _____
My Commission expires: _____

NOTARY PUBLIC - STATE OF FLORIDA
print Gregory G. Fata

STATE OF FLORIDA
COUNTY OF _____

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

Personally Known _____ or
Produced Identification _____
Type of Identification _____
My Commission expires: _____

NOTARY PUBLIC - STATE OF FLORIDA
print _____

CERTIFICATE OF AMENDMENT
TO THE BY-LAWS
OF
TOWN SHORES GULFPORT # 208, INC.
THE FAIRFAX HOUSE

NOTICE IS HEREBY GIVEN that at a fully called meeting of the members on March 3, 2004, by a vote of not less than two-thirds of the total vote of the membership present and voting. The By-Laws of TOWN SHORES OF GULFPORT #208, INC., as originally recorded in O. R. Book 3802, Page 133 and as amended in O.R. 10102, Page 2147, et seq., in the Public Records of Pinellas County, Florida, be amended as attached:

IN WITNESS WHEREOF, Town Shores of Gulfport #208, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove this 3rd day of March, 2004.

Town Shores of Gulfport #208, Inc.

Corporate Seal

ATTEST

Ruth Ficalora
Ruth Ficalora, Secretary

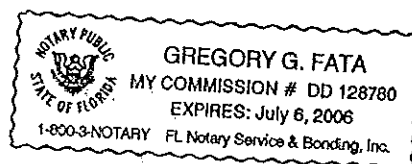
Clasine Harmon
Clasine Harmon, President

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 3rd day of March, 2004, personally appeared before me Clasine Harmon, President, and Ruth Ficalora, Secretary, of Town Shores of Gulfport #208, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.

Gregory G. Fata
Gregory G. Fata, Notary Public

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2004099199 03/08/2004 at 04:11 PM
OFF REC BK: 13420 PG: 220-222
DocType:CTF RECORDING: \$15.00



**Amendment to Declaration of Condominium
Town Shores of Gulfport # 208, Inc.
Fairfax Association**

Additions indicated by Underlining
Deletions indicated by Striking Through

Article V, Section 2. Annual Meeting as originally recorded in O.R. 3802, Page 133 and as amended in O.R. 10102, Page 2147 be amended to read as follows:

Section 2. Annual Meeting: The first annual meeting of the members of the Corporation was held on the First Monday of April 1973 unless it is a Holiday be changed. The Annual Meeting shall be the first (1st) Wednesday of December third (3) Wednesday of January hereafter, if not a legal holiday, and if a legal holiday then on the next secular day following.

MAIL TO: G. Fata, Property Mgr.
3210 59th Street South
Gulfport, FL 33707

CERTIFICATE OF AMENDMENT
TO THE DECLARATION AND BY-LAWS
OF
TOWN SHORES OF GULFPORT #208, INC.

NOTICE IS HEREBY GIVEN that at a fully called meeting of the members of Town Shores of Gulfport #208, Inc. on December 5, 2007, by a vote of not less than two-thirds (66 2/3%) of the total vote of the membership. The Declaration and By-Laws of TOWN SHORES OF GULFPORT #208, INC., as originally recorded AMENDMENT TO ARTICLE X, HOUSE RULES PARAGRAPH I, PAGE 138 AS AMENDED ON NOVEMBER 9, 1995 IN O.R. BOOK 9161, PAGE 619 in the Public Records of Pinellas County, Florida, be and the same are amended as attached:

IN WITNESS WHEREOF, Town Shores Of Gulfport #208, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove this 5th day of December in the year 2007.

Town Shores of Gulfport #208, Inc.
Fairfax Building

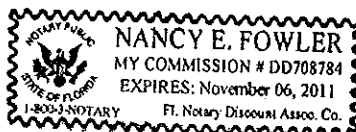
Corporate Seal

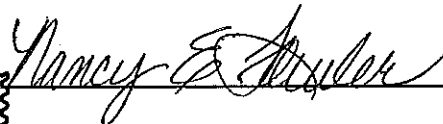

Christian Kubala, President

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 5th Day of December 2007, personally appeared before me Christian Kubala, President, of Town Shores of Gulfport #208, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.

Notary Public





MAIL TO: G. Fata, Property Mgr.
3210 59th Street South
Gulfport, FL 33707

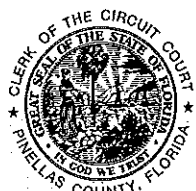
AMENDMENT TO ARTICLE X, HOUSE RULES PARAGRAPH I, PAGE 138 AS AMENDED
ON NOVEMBER 9, 1995 IN O.R. BOOK 9161, PAGE 619

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

1. Present owners housing more than one pet prior to the effective date of this amendment, may retain their current pets and are grandfathered under this provision. However, these owners will be required to register their pets with the Association, and upon the death or removal of any pet over the permitted number, that pet cannot be replaced. No new pet may be brought in if it will create a violation of this Section.

2. The Board of Directors may make Special Considerations/Exceptions to the pet policy for pet owners and visiting pets due to health/medical reasons for either the pet or the owner.

MAIL TO: G. Fata, Property Mgr.
3210 59th Street South
Gulfport, FL 33707



Transaction #: 1180511
 Receipt #: 1244537
 Cashier Date: 01/17/2008 9:11:31 AM
 (CLKDMB3)



Print Date:
 01/17/2008 9:11:38 AM


(727) 464-4876

Customer Information	Transaction Information	Payment Summary
() TOWN SHORES OF GULFPORT #208 INC FAIRFAX HOUSE 3210 59TH ST S Gulfport, FL 33707	Date Received: 01/17/2008 Source Code: St. Pete Branch Q Code: St. Pete Branch Return Code: Mail Trans Type: Recording Agent Ref Num:	Total Fees \$18.50 Total Payments \$18.50

1 Payments

 CHECK 001136	\$18.50
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1 Recorded Items

 (CTF) CERTIFICATE	<i>BK/PG: 16122/1762 CFN: 2008017198</i> <i>Date: 01/17/2008 9:11:26 AM</i> <i>From: TOWN SHORES OF GULFPORT #208 INC</i> <i>FAIRFAX BLDG To: IN RE</i>	
Recording @ 1st=\$10, Add'l=\$8.50 ea.	2	\$18.50
Indexing @ 1st 4 Names Free, Add'l=\$1 ea.	1	\$0.00

0 Search Items

0 Miscellaneous Items