

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
OF TOWN SHORES OF GULFPORT, NO. 212, INC., A CONDOMINIUM**

This is a Declaration of Condominium made this 26th day of September, A.D. 1973, 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:

WITNESSETH:

WHEREAS, Developer is the owner of certain real property; and

WHEREAS, Developer will erect on said real property a multi-unit apartment building and related facilities; and

WHEREAS, Developer desires to submit said real property and said apartment building with related facilities to condominium ownership, all pursuant to Chapter 718, Florida Statutes, as amended from time to time, known as the Condominium Act; and

WHEREAS, all references to "Chapter 711" in this Declaration of Condominium, in the Association Articles of Incorporation and By-Laws are hereby amended to refer to "Chapter 718"; and

WHEREAS, turnover of control of the Association occurred many years ago, and the rights and obligations of the Developer expired at that time, all rights and duties reserved or designated to the Developer have passed to the Board of Directors of the Association, as applicable. All references to rights or obligations of the Developer are hereby deleted in this Declaration of Condominium, and in the Association Articles of Incorporation and By-Laws. All references to Articles and Sections affected by the deletions are hereby renumbered and adjusted accordingly.

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

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

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

EXHIBIT "A" - LEGAL DESCRIPTION

From the Northeast corner of Section 32, Township 31 South, Range 16 East, run South 00 degrees 20'00" East, 3843.20 feet; thence run South 89 degrees 40'00" West, 520.00 feet; thence run South 34 degrees 53'57" West, 201.14 feet to the Point of Beginning. Thence run South 31 degrees 00'02" West, 146.99 feet; thence run North 51 degrees 27'37" West, 10.20 feet; thence run South 30 degrees 32'23" West, 132.06 feet; thence run along arc of a curve to the right 136.20 feet, having a radius of 1497.38 feet, and a chord of North 50 degrees 16'49" West, 136.15 feet; thence run North 49 degrees 37'45" West, 76.52 feet; thence run along the arc of a curve to the left 203.23 feet; having a radius of 1230.00 feet, and a chord of North 56 degrees 19'34" West 203.00 feet; thence run North 34 degrees 42'18" East, 135 feet; thence run North 21 degrees 21'27" East, 157.00 feet; thence run South 54 degrees 06'01" East, 356.60 feet; thence run South 48 degrees 49'37" East, 37.18 feet; thence run along the arc of a curve to the left 46.32 feet, having a radius of 594.00 feet, and a chord of South 43 degrees 31' 28" East, 46.31 feet; thence run South 28 degrees 44'45" East, 13.00 feet; thence run South 61 degrees 26'13" East, 10.13 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.

(a) All improvements erected or installed on said land including one building containing one hundred & twenty (120) units and related facilities.

2. NAME: The condominium is to be identified by the name TOWN SHORES OF GULFPORT, NO. 212, 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. 212, INC., a Florida Non-Profit Membership 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". "Unit", "Apartment Unit", and "Apartment" are all interchangeable with the term "Condominium Unit".

(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. 212, 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 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, and signed 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 parcels by a similar written, signed statement filed with the Secretary.

(g) RESIDENT – An Owner or other person who resides in a condominium unit for more than three (3) months in a twelve-month period.

(h) GUEST – That person who resides in a condominium unit for less than three (3) months in a twelve-month period.

Exhibit "B"
PLAT

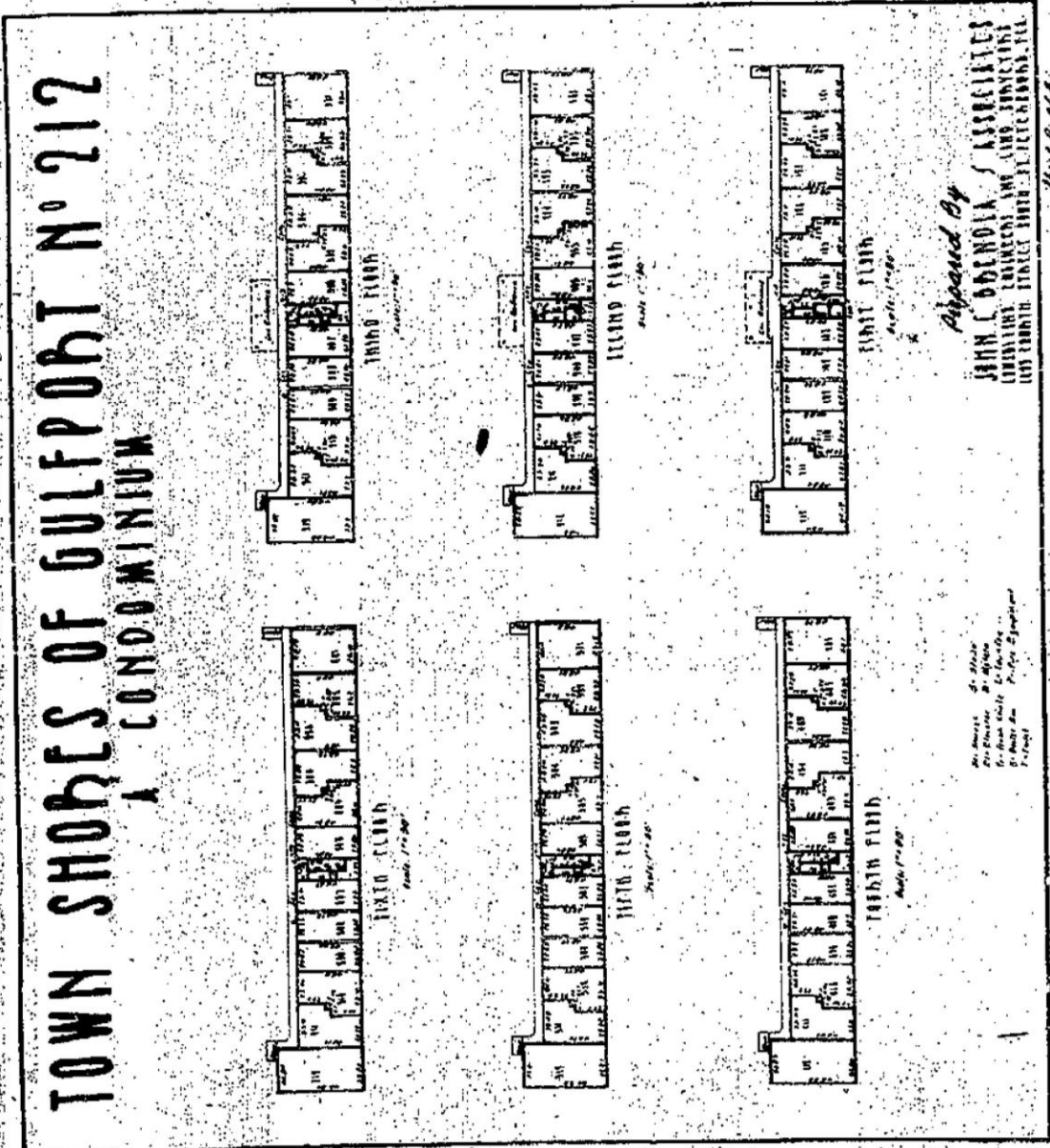


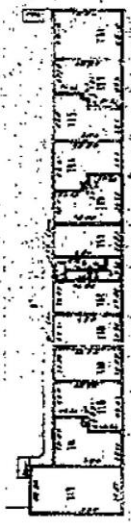
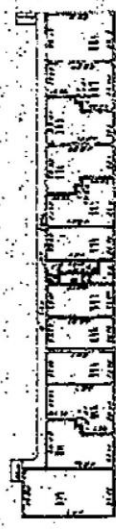
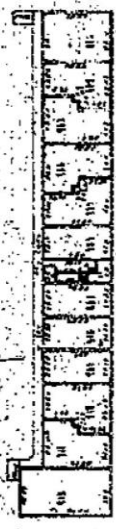
Exhibit "B"
PLAT

TOWN SHOPS OF GULFPORT N° 212

A CONDOMINIUM

Unit Number	Living Area	Per. Area
101	1,100	100
102	1,100	100
103	1,100	100
104	1,100	100
105	1,100	100
106	1,100	100
107	1,100	100
108	1,100	100
109	1,100	100
110	1,100	100
111	1,100	100
112	1,100	100
113	1,100	100
114	1,100	100
115	1,100	100
116	1,100	100
117	1,100	100
118	1,100	100
119	1,100	100
120	1,100	100

Unit Number	Living Area	Per. Area
121	1,100	100
122	1,100	100
123	1,100	100
124	1,100	100
125	1,100	100
126	1,100	100
127	1,100	100
128	1,100	100
129	1,100	100
130	1,100	100
131	1,100	100
132	1,100	100
133	1,100	100
134	1,100	100
135	1,100	100
136	1,100	100
137	1,100	100
138	1,100	100
139	1,100	100
140	1,100	100



Prepared By
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(i) CONDOMINIUM – The “Diplomat” building, or “Town Shores of Gulfport, No. 212, Inc., a Condominium.” Is not intended to refer to individual units.

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.

Each unit shall include that part of the building containing the unit that lies within the following boundaries:

(a) HORIZONTAL BOUNDARIES. The upper and lower boundaries of “the unit” shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

(1) UPPER BOUNDARIES. The horizontal plane of the undecorated, finished ceiling of the unit.

(2) LOWER BOUNDARIES. The horizontal plane of the upper surface of the floor slab of the unit.

(b) VERTICAL BOUNDARIES. The vertical boundaries of the unit shall be the vertical planes of the undecorated, finished, interior walls bounding the unit to their intersection with the upper and lower boundaries.

5. 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.

6. 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 "C" attached hereto and made a part hereof.

EXHIBIT "C" – PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS

UNIT	PERCENT	UNIT	PERCENT	UNIT	PERCENT
101	.9898%	501	.9898%	801	.9898%
102	.8383%	502	.8383%	802	.8383%
103	.8383%	503	.8383%	803	.8383%
104	.8383%	504	.8383%	804	.8383%
105	.8383%	505	.8383%	805	.8383%
106	.6746%	506	.6746%	806	.6746%
107	.6746%	507	.6746%	807	.6746%
108	.6746%	508	.6746%	808	.6746%
109	.6746%	509	.6746%	809	.6746%
110	.8383%	510	.8383%	810	.8383%
111	.8383%	511	.8383%	811	.8383%
112	1.2818%	512	1.2818%	812	1.2818%
201	.9898%	601	.9898%	901	.9898%
202	.8383%	602	.8383%	902	.8383%
203	.8383%	603	.8383%	903	.8383%
204	.8383%	604	.8383%	904	.8383%
205	.8383%	605	.8383%	905	.8383%
206	.6746%	606	.6746%	906	.6746%
207	.6746%	607	.6746%	907	.6746%
208	.6746%	608	.6746%	908	.6746%
209	.6746%	609	.6746%	909	.6746%
210	.8383%	610	.8383%	910	.8383%
211	.8383%	611	.8383%	911	.8383%
212	1.2818%	612	1.2818%	912	1.2818%
301	.9898%	701	.9898%	1001	.9898%
302	.8383%	702	.8383%	1002	.8383%
303	.8383%	703	.8383%	1003	.8383%
304	.8383%	704	.8383%	1004	.8383%
305	.8383%	705	.8383%	1005	.8383%
306	.6746%	706	.6746%	1006	.6746%
307	.6746%	707	.6746%	1007	.6746%
308	.6746%	708	.6746%	1008	.6746%
309	.6746%	709	.6746%	1009	.6746%
310	.8383%	710	.8383%	1010	.8383%
311	.8383%	711	.8383%	1011	.8383%
312	1.2818%	712	1.2818%	1012	1.2818%
401	.9898%				
402	.8383%				
403	.8383%				
404	.8383%				
405	.8383%				
406	.6746%				
407	.6746%				
408	.6746%				
409	.6746%				
410	.8383%				
411	.8383%				
412	1.2818%				

7. COMMON EXPENSES AND COMMON SURPLUS: Common expenses shall be shared in accordance with the undivided shares stated as percentages in Paragraph 6. 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.

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

(b) The common surplus shall be owned by unit owners in the shares provided in Paragraph 6 above.

8. 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. 212, 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". The Articles of Incorporation of the Association are attached to and made a part hereof by reference marked Exhibit "E".

9. 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 120 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 three (3) members and not more than seven (7) voting members.

10. AMENDMENT OF THE DECLARATION: This Declaration may be amended by affirmative vote of two-thirds (2/3) of the condominium parcels present, either in person or by proxy, at a meeting duly called for this purpose pursuant to the By-Laws, at which a quorum is present.

11. 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.

12. **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 6 and 7 above.

All assessments that are not paid shall bear interest at the highest rate allowed by law for individuals in the State of Florida. In addition to interest, the Association may charge an administrative late fee in the amount of \$25.00, or 5% of the assessment installment due, whichever is higher, or such other amount as may be provided by the Condominium Act, as amended from time to time, for each delinquent installment that the payment is late. Payments are due on the first day of each month, or on such other date as the Board shall determine, from time to time. Payments which are not received by ten (10) days following the due date shall be considered to be late. All payments on account shall first be applied to interest and late fees, if any, then to costs and reasonable attorney's fees incurred in collection, and then to the oldest balance of the assessment due.

Every assessment, regular or special, made hereunder, and costs incurred in collecting same, including all assessments due, late fees, interest, and 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 mortgagee shall 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 as set forth within Florida Statutes Chapter 718, as amended from time to time. 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 acquirer, his successors and assigns.

13. **MAINTENANCE:** The responsibility for the maintenance of the condominium unit and parcel, as it may apply hereafter, shall be as follows:

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

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

(2) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility 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.

(dd) That the repair, replacement, and maintenance cost of such items as wall, ceiling and floor covering, electrical fixtures, kitchen cabinets, appliances, bath and shower related interior fixtures, shower pans, windows, glass, screens, air conditioning, air conditioning pans, heating unit, the inside and inside frame of unit exit doors, hinges, locks, threshold, and shutters shall be the responsibility of the unit owner.

(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 the 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.

(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.

(gg) To maintain the interior of the unit at all times in a manner which would prevent termite damage. In the event that termite damage 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 termite damage 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 termite damage 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) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building, without first obtaining approval from the Board of Directors of the Association.

(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.

(5) Periodic inspection and repair of exterior surfaces of the Diplomat Building will require a scaffold rigged for vertical movement over the surface. In the event awnings or other items installed by unit owners interfere with servicing the exterior of the building so that these items must be temporarily removed, the cost of removal, transportation, storage and replacement of these items will be charged to individual unit owners or owner of the awnings or other items. In the event the owner or owners cannot be located, the service and maintenance contractor may remove awnings or other items on the exterior of the building without consent of the owner and without liability on the part of the Diplomat's Board of Directors and/or service and maintenance contractor. No awning may be attached to the outer walls of the building above the first floor.

14. ENFORCEMENT OF MAINTENANCE AND COMPLIANCE WITH GOVERNING DOCUMENTS: 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 have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provisions, and 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. Such assessment shall be secured by a lien against the unit, as provided for hereinabove.

In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, By-Laws, Articles of Incorporation, and Board-made Rules and Regulations, as all documents may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be awarded by the court, at trial or for any appeals. In addition, the Association shall be entitled to recover any non-litigation or pre-litigation fees incurred as a result of hiring legal counsel to enforce any of the terms of the Declaration, By-Laws, and Rules and Regulations, when the matter is subsequently resolved without court or arbitration action. Such fees shall be an assessment against the unit which was involved in the violation, and shall be collected in the same manner as any other assessment, as provided elsewhere in this Declaration.

15. 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:

(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.

The Association insurance coverage specifically does not include insurance coverage of or on personal property, including, but not limited to, wall covering, ceiling covering, floor covering, electrical fixtures, kitchen cabinets, appliances, air conditioning or heating, nor any other named item contained within the unit that Florida Statutes, Chapter 718 may promulgate from time to time, as exclusions from the Association's responsibility regarding "building" insurance coverage.

(b) COVERAGE: The Association's insurance coverage shall be as follows:

(1) The Association's insurance coverage shall be as follows: 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:** The Association will carry 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 affect the necessary repairs to the improvements within their respective units.

(f) **RECONSTRUCTION AFTER CASUALTY:** 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) **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.

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

(bb) 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.

(cc) 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. 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.

(dd) 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.

(ee) 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.

(ff) 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 pay over, and said unit owner and his unit shall be subject to special assessments for such sum.

(2) "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 15(a) hereinabove becomes payable. Should such "very substantial" damage occur, then:

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

(bb) The provisions of Paragraph 15(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.

(cc) 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, or as soon thereafter as practical, to determine the wishes of the membership with reference to the abandonment of the condominium project, subject to the following:

(1) 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 Statutes.

(2) 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 a majority 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. 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

Paragraph 1(cc) 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.

(dd) 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.

(g) 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.

(h) **UNIT OWNER COVERAGE:** Unit owners are required to carry liability insurance and "HO-6" condominium unit owner insurance or equivalent coverage, on the contents of their units, their personal property, and other components not covered by the Association.

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

In order to ensure a community of congenial residents and thus protect the value of the units, the sale, leasing, rental, and transfer of units by any owner 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. This paragraph applies to all "residents", as that term is defined elsewhere in this Declaration. 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.

(1) **RIGHT OF FIRST REFUSAL:** 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 value, and immediately after such reimbursement, said purchaser or transferee shall convey his right, title, and interest to the member making the redemption.

(2) **APPROVAL:** 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.

(3) **DISAPPROVAL OR FAILURE TO ACT:** An affidavit of the Secretary of the Association stating that the Board of Directors of the Association were given proper notice on a certain date of a proposed sale or transfer and that the Board of Directors of the Association disapproved or failed to act on such proposed sale or transfer, and that thereafter, all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a condominium parcel have been complied with and that the sale or transfer of a particular

condominium parcel to a particularly named person does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the persons' title to such condominium parcel sold or transferred.

Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms, and on 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.

(4) **TRANSFER BY DEATH OR INHERITANCE:** 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 said condominium parcel; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner.

In the event said 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 notice of said devisee of decedent, and upon completion of the approval process set forth above in this section, express their refusal or acceptance of the individual or individuals so designated as owner or owners of the condominium parcel.

If the aforesaid Board of Directors of the Association shall consent, in writing, ownership of the condominium parcel may be transferred to the person 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 16 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.

(b) RENTAL LOAN 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. Prior to the rental of any condominium unit, 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 lease is to be made, and such other information as may be required by the Board of Directors of the Association. Within fifteen (15) days after receipt of all information required by the Board of Directors, and upon completion of the approval process set forth above in this section, the Board of Directors of the Association shall either approve or disapprove a proposed lease, in writing, and shall notify the owner of their decision.

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 terminated upon the conveyance of a member's membership and interest in a condominium parcel or upon the death of the Lessee.

At no time shall more than twelve (12) condominium units be occupied by other than the registered owner(s). This restriction will take effect upon being recorded in the Pinellas County Public Records, and shall apply to all leases entered into subsequent to the recording date. Any lease in force at the date of the recording shall continue in force until the expiration of its term. New leases presented to the Association for approval shall be registered with the time and date of presentation, and the Board shall make a determination of when the 12-condominium limit has been reached, reviewing applications on a first come, first serve basis, as reflected by the registration information on the Lease. Requests for rental approval which are received after the 12-condominium unit has been reached will be placed on a waiting list in the order in which they are received, and will be considered for approval, if and when the number of rentals falls below the 12-condominium limit, in order of their receipt by the Association.

No unit may be leased within the first 12 months of ownership. Minimum time to lease or rent a Diplomat condominium unit shall be 12 months. Each unit may be leased only one (1) time during a 12 month period.

(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:** Notwithstanding anything to the contrary herein, the provisions of this Paragraph 16 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 any sale or lease by such mortgagee.

(e) Any application for the transfer of a unit (including, but not limited to, a sale or lease) must be accompanied by a statement that the Association's rules have been read, understood, and are agreed to by the applicant. This application is subject to the approval of the Board of Directors. No fee shall be charged in connection with the transfer, sale, or loan in excess of the expenditures reasonably required for transfer or sale and this expense shall not exceed \$100.00 per applicant, the exact amount to be determined by the Board of Directors from time to time. The fee is to be paid with the required notice of intent to make a sale or lease, and no transfer will be processed until the fee is paid. No charge may be made in connection with an extension or renewal of a lease.

17. **RESTRAINT UPON SEPARATION AND PARTITION:** Any transfer of a condominium parcel must include all elements thereof as aforedescribed, 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.

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

(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 or his vehicle 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 placed 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 eighteen (18) 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 eighteen (18) years of age or under shall be permitted from time to time under the regulations established and promulgated by the Association.

(g) After the effective date of this amendment, at least 90% of all occupied units must be occupied by at least one person 55 years of age or older. Persons under the age of fifty-five (55) and more than eighteen (18) 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.

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 10% of the units by a surviving spouse or heirs of a deceased owner in accordance with the Housing for Older Persons Act, as amended from time to time.

The Board of Directors shall promulgate, from time to time, such rules, regulations, and procedures as are necessary to ensure continuing compliance with this restriction and consistent with an intent to comply with the Housing for Older Persons Act, as amended from time to time.

The Board of Directors shall have the authority to provide facilities or services specifically designed to meet the requirements of the Housing for Older Persons Act, as amended from time to time.

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.

(h) Not make or cause any structural alteration to and in the building, specifically including, but not limited to front door, storm windows, storm/screen doors or hurricane shutters, without Board approval. Written application, specifications, color, design, and make are to be approved by the Association for all alterations in this section. Removal of any additions or improvements or fixtures from the building, or any act that will impair the structural soundness of the building is prohibited. The adding of a partition in a unit to create another room (excluding west corner units whose identification number last two (2) digits end in "12") is prohibited.

(i) Make no repairs or material alterations within a unit that require a permit, except by licensed and insured contractors authorized to do such work by the Board of Directors. 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 within the common elements.

(j) Make no repairs or material alterations to any plumbing or electrical wiring within a unit except by licensed and insured plumbers or electricians authorized to do such work by the Board of Directors. 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 within the common elements.

(k) **PARKING:**

(1) Parking shall be limited to cars, station wagons, minivans, pickup trucks, SUVs, scooters and motorcycles, in the parking space allotted. Each vehicle must fit completely within its parking space. No oversized vehicles, RVs, boats, personal watercrafts, trailers, or campers are allowed. In case of question about the allowability of a particular vehicle, the Board's decision will be final.

(2) Any vehicle parked in an assigned or guest spot shall be registered and in drivable condition, with current licensure.

(3) Truck beds shall be empty, with the exception of a toolbox, or have a tonneau cover.

(4) Motorcycles and scooters shall use a kickstand plate at all times.

(5) Nothing shall be affixed to the carport poles, roof, or sides.

(6) Washing of vehicles shall not be allowed on the premises.

(7) Owners shall only use the parking space assigned to their unit, unless written permission from another owner is on file with the Board of Directors.

(8) No one shall allow the use of their assigned parking space by anyone who is not a resident of the condominium.

(9) Guests must use guest spaces.

(10) Parking of oversized vehicles is allowed in the Town Shores' overflow parking area on a limited basis and must comply with the Master Association's rules and regulations.

(11) 3-minute parking is allowed under the portico only if the vehicle is attended and the motor is turned off.

(12) The entrance and exit lanes to the portico must remain unobstructed at all times.

(13) Only mail carriers, the security patrol cart, and emergency vehicles may park on the north side of the portico island.

(14) Commercial vehicles used by service providers, including but not limited to furniture moving, deliveries, maintenance, and contractors, may park along the curb in designated 15/30-minute areas between the hours of 8 a.m. and 8 p.m. All such commercial vehicles must adhere to the 15/30-minute signs absent other permission from the Board of Directors.

(15) All other commercial vehicles, defined as any vehicles with lettering of any kind on the exterior of the vehicle or visible from the exterior of the vehicle, or vehicles used primarily for business, are prohibited from parking on the premises, except as otherwise stated herein.

(16) Contractors may park in the 15/30-minute area to unload their equipment. They must then move their vehicles to the guest parking areas.

(17) Residents and guests may park in the 15/30-minute areas, but must adhere to the 15/30-minute time limit.

(18) Only emergency vehicles may park along the curb directly behind members' assigned spaces in front of the building.

(19) **COVERED PARKING SPACES:** There are certain Limited Common Element parking spaces which are sheltered or covered in some manner. The Association shall undertake the maintenance, repair and replacement of such covered shelters, and shall obtain insurance on same to the extent possible. The costs to insure, maintain, repair and replace the covered shelters will be a Common Expense.

(20) A parking space may from time to time be assigned by the Board of Directors of the Association to a unit, which assignment shall not be recorded among the public records. Any portion of the condominium property may be designated for parking spaces by the Board of Directors, which shall include, if necessary, the condominium property within the common elements which has been or is landscaped, if the corporation sovereign having jurisdiction over said property requires, pursuant to zoning ordinances, additional parking area with reference to the number of units within the condominium complex. The Board of Directors may from time to time, should they determine there be a need, change the parking spaces assigned to the units, provided that a unit always has a parking space. This provision is made in contemplation of the fact that, from time to time, one or more unit owners may be under a physical disability which would require the assignment of a parking space more convenient to his unit and to give the Association the power and flexibility to deal with such situation.

(l) 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.

(m) Shirts and cover-ups must be worn at all times when outside the confines of a unit except on the pool deck and the Marina docks.

(n) 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 dryer room.

(o) Not be permitted to water lawn, plants, or the shrubbery or plant any plants or shrubbery on the common elements.

(p) 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. No dogs will be allowed in the building by either a unit owner or visitors. Present dogs shall not be replaced.

(q) Protect people from secondhand smoke. In concert with the Florida Clean Air Act to protect people from the hazards of second hand smoke, smoking is permitted inside individual condominium units. Smoking is not permitted in any other area of the condominium property, specifically including outside uncovered areas, stairwells, parking and storage areas, carpools, elevators, and walkways within buildings. These areas are non-smoking areas.

Secondhand smoke, also known as environmental tobacco smoke (ETS), means smoke emitted from lighted, smoldering, or burning tobacco when the smoker is not inhaling (side-stream smoke); smoke emitted at the mouthpiece during puff drawing; and smoke exhaled by the smoker (main-stream smoke).

Smoking shall mean inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted tobacco product or other smoking material. This prohibition applies to all present and future apartment owners, guests, tenants, visitors, or other persons while on the Common Elements or Association property.

(r) No person or permitted entity (other than the Association or a Mortgagee taking title by foreclosure or deed in lieu of foreclosure) may own or have any ownership interest, directly or indirectly, jointly or individually, in more than one (1) unit in the Condominium including, without limitation, individually, jointly, through his or her spouse or domestic partner, or a corporate or other entity as a partner, officer, director, shareholder, trustee, beneficiary, or employee of any partnership, corporation, company, trust, or any type of entity owning any ownership interest in or to a unit. Such additional transfers shall be considered void and will not be approved by the Board of Directors, except in cases otherwise specifically addressed herein.

(s) Commercial use of units is prohibited.

19. TERMINATION: The condominium may be terminated as set forth in Chapter 718, Florida Statutes, as amended or renumbered from time to time.

20. COVENANTS: All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interests 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.

21. 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 of court order or law shall in no way 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.

Whereas and whenever subjects are silent in the Declaration of Condominium or By-Laws, the current Florida Statute 718, and any amendments hereafter, as promulgated from time to time, shall govern the Association.

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

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:

GEL-MET DEVELOPMENT CORP.

Carl G. Parker

By: Kurt T. Borowsky
Vice President

Mary C. Taylor

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. 212, INC., a Florida nonprofit 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. 212, INC. has caused these presents to be signed in its name by the President and its Corporate Seal affixed, attested by its Secretary, the day and year first above written.

Signed, sealed and delivered
in the presence of:

TOWN SHORES OF GULFPORT, NO.
212, INC.

Carl G. Parker

By: Herman Geller
President

Mary C. Taylor

Attest: Richard L. Chambers
Treasurer

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY, that on this 26th day of September, A.D., 1973, 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.

Carl G. Parker
Notary Public
Commission Expiration: 3/22/77

Notary Public
SEAL

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on the 26th day of September, A.D. 1973, before me personally appeared Herman Geller and Richard L. Chambers, President and Treasurer, respectively of TOWN SHORES OF GULFPORT, NO. 212, 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.

Carl G. Parker
Notary Public
Commission Expiration: 3/22/77

Notary Public
SEAL

AFFIDAVIT

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. 212, INC., 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. 212, 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. 212, 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 12th day of July, 1973.

Barbara Hazellief
Notary Public

Commission Expiration: 4/16/1976

Notary Public SEAL

EXHIBIT "D"

**AMENDED AND RESTATED
BY-LAWS OF
TOWN SHORES OF GULFPORT, NO. 212, INC.
A Florida non-stock, non-profit membership corporation**

**ARTICLE I
GENERAL**

1. **NAME:** The name of the Corporation shall be TOWN SHORES OF GULFPORT, NO. 212, INC., a Condominium.

2. **PRINCIPAL OFFICE:** The principal office of the corporation shall be 5980 Shore Blvd. South, Gulfport, Pinellas County, Florida; or at such other place as may be subsequently designated by the Board of Directors.

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. 212, 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.

4. **IDENTITY:** That in addition to the within By-Laws being the By-Laws of TOWN SHORES OF GULFPORT, NO. 212, 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. 212, INC.

**ARTICLE II
DIRECTORS**

1. **NUMBER AND TERM:** The number of Directors which shall constitute the whole Board shall be from three (3) to seven (7). Directors shall be members and shall be elected at the annual meeting of members. At the annual meeting next following adoption and recording of this amendment, three (3) Directors shall be elected for a term of two (2) years, and four (4) Directors shall be elected for a term of one (1) year. Thereafter, each Director shall be elected for a term of two (2) years, and at each annual meeting, Directors shall be elected to fill those director positions for which terms have expired. Directors elected at the Annual Meeting shall take office effective the first day of January of the following year. With the exception of those elected in 1976 to serve a term of one (1) year, and those who may be named by the Board to fill an unexpired term.

Notwithstanding anything to the contrary contained herein, non-members of the Association, who are the spouse of a member, shall be entitled to serve on the Board of Directors, and otherwise exercise full voting rights as Directors.

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 choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

3. **REMOVAL:** Directors may be removed 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.

4. **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 the 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 the units when necessary and with as little inconvenience to the owner as possible in connection with such maintenance, care, and preservation.

(e) To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and the unit owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable.

(f) To collect delinquent assessments by suit or otherwise, abate nuisances, and enjoin or seek damages from the unit owners for violation of these By-Laws and terms and conditions of the Declaration.

To assess interest and a late charge on delinquent assessment payment(s) and or maintenance fees, as provided for in the Declaration. The penalty shall be effective on the tenth (10) day after the due date, but not including the due date.

(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.

5. COMPENSATION: Directors or Officers, as such, shall receive no salary for their services.

6. MEETINGS:

(a) Notice of Board of Directors' meetings shall be as provided for in the Condominium Act, as amended from time to time. The Directors may, by resolution duly adopted, establish regular monthly, quarter-annual, or semi-annual meetings.

(b) Special meetings 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.

(c) 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.

7. 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.

8. 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

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.

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.

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

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 at any time by the affirmative vote of a majority of the whole Board of Directors.

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.

6. 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.

7. 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.

8. THE TREASURER:

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

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

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

9. VACANCIES: If the office of any Director, or of the President, Vice President, Secretary, or Treasurer, 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, shall choose a successor or successors who shall hold office for the unexpired term.

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

1. STOCK CERTIFICATES: There shall be no stock certificates issued by this Corporation. There shall be no more than one hundred twenty (120) members of this Corporation.

2. TRANSFERS: 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.

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 and signed, 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, signed 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.

If the voting member is unable to exercise the vote, then the spouse, co-owner, joint-owner, or Power of Attorney shall have the right to vote as long as there is only one voting interest per unit.

There shall not be more than 120 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. 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) 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 membership.

4. **UNITS OWNED BY NON-NATURAL PERSONS:** 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

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.

2. **ANNUAL MEETING:** The Annual Meeting shall be held during the month of November, on a date and time set by the Board of Directors at least sixty (60) days in advance of the meeting.

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.

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.

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.

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.

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 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.

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 would 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

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.

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.

3. **ELECTRONIC NOTICE:** Any notice of Board, unit owner, except unit owner meetings called to recall board members, or committee meetings that must be mailed or delivered to members pursuant to law or as required by a provision of the governing documents of the Association, may also be delivered by electronic transmission in accordance with the law.

ARTICLE VII FINANCES

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.

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 AMENDMENT OF BY-LAWS

The By-Laws of the Corporation may be altered, amended, or repealed unless specifically prohibited herein, at any regular or special meeting of the members called for that purpose, at which a quorum is present, by a two-thirds (2/3) vote of all members present, either in person or by proxy.

ARTICLE X 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.

EXHIBIT "E"

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
TOWN SHORES OF GULFPORT, NO. 212, INC.**

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. 212, INC., a Condominium.

II.

The purpose for which this Corporation is organized shall be to buy, sell, lease, or sub-lease, or to acquire, maintain, or operate as fee owner or as owner of a leasehold interest, or solely to maintain, or operate without any interest in real property, a certain multi-unit residential building and the land upon which said building shall be situated, in Pinellas County, State of Florida, a condominium, which multi-unit residential building shall be known as:

TOWN SHORES OF GULFPORT, NO. 212, INC.

and the land on which said building shall be located being more particularly described in the Declaration of Condominium thereto; and to erect such additional buildings and structures on said real estate as the corporation may deem best, and to transact all business necessary and proper in connection with the operation of said property for the mutual benefit of its members; to operate said property for the sole use and benefit of its members, without attempting to make any profit or other gains for the corporation; and to perform any other act for the well-being member residents, without partiality or undue inconvenience between member residents; and to perform any other act in maintaining an atmosphere of congeniality and high standard of occupancy by and for its member residents; and to maintain a high standard of the physical appearance of the building; to formulate By-Laws, rules, and regulations, and to provide for the enforcement thereof. The Corporation shall also have such other power and authority to do and perform every act and thing necessary and proper in conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by Chapter 617, Florida Statutes, entitled "Corporation Not For Profit".

III.

GEL-MET DEVELOPMENT CORP., a Florida corporation, hereinafter referred to as the "Developer", shall make and shall declare a certain Declaration of Condominium submitting the property described within the Declaration of Condominium to condominium ownership under

the restrictions, reservations, covenants, conditions, and easements as contained herein, which shall be applicable to said property and all interest therein, to-wit:

(a) Legal description as more fully set forth in the Declaration of Condominium.

(b) All improvements erected or installed on said land, which contain approximately one hundred twenty (120) 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 one hundred fifteen (115) condominium units to the individual grantees, as said condominium units are defined in the Declaration of Condominium, for a period of five (5) years after date of completion of improvement upon the property described in the Declaration of Condominium 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.

V.

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

Herman Geller	3135 59 th Street South Gulfport, FL 33703
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Richard L. Chambers	2100 62 nd Avenue North St. Petersburg, FL 33714
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Elsie Novak	3135 59 th Street South Gulfport, FL 33703
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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:

Herman Geller	3135 59 th Street South Gulfport, FL 33703	President and Director
Richard L. Chambers	2100 62 nd Avenue North St. Petersburg, FL 33714	Vice President/Treas. and Director
Elsie Novak	3135 59 th Street South Gulfport, FL 33703	Director
Ruth Luter	8141 54 th Avenue North St. Petersburg, FL	Director
Kurt T. Borowsky	2100 62 nd Avenue North St. Petersburg, FL 33714	Director

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

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

The By-Laws of the Corporation are to be made, altered, or rescinded by By-Laws.

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.

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.

2. Each member shall be restricted to one (1) vote, except in all elections for Directors, each member shall have the right to vote, in person or by proxy, for as many persons

as there are Directors to be elected, or to distribute them on the same principle among as many candidates as he shall see fit.

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.

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.

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.

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

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 thereof by the American Arbitration Association and the Statutes of the State of Florida.

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

XI.

The Articles of Incorporation may not be amended, altered, modified, changed, or rescinded by a vote of less than two-thirds (2/3rds) of the then present members of the Corporation, present either in person or by proxy, at a meeting duly called for such purpose, at which a quorum is present, 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.

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.

XIII.

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

IN WITNESS WHEREOF, the subscribing incorporators have hereunto set their hands and seals and caused these Articles of Incorporation to be executed this 3rd day of May, 1973.

Herman Geller
Richard Chambers
Elsie Novak
Carl G. Parker, Registered Agent

STATE OF FLORIDA)
) SS.
COUNTY OF FLORIDA)

Before me, the undersigned authority, personally appeared Herman Geller, Richard L. Chambers, Elsie Novak, and Carl G. Parker, to me known and known to me to be the persons who executed the foregoing Articles of Incorporation of TOWN SHORES OF GULFPORT, NO. 212, INC., a condominium, and have severally acknowledged before me that they executed the same for the purposes therein mentioned.

WITNESS my hand and official seal at St. Petersburg, in the County of Pinellas, State of Florida, this 3rd day of May, 1973.

Judith A. Wandzink
Notary Public

Commission Expiration:
1/8/74

Notary Public
SEAL

AFFIDAVIT

STATE OF FLORIDA)
) SS.
COUNTY OF PINELLAS)

Before me, the undersigned authority, personally appeared HERMAN GELLER, who after being duly sworn as required by law, deposes and says:

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

2. That as President of GEL-MET DEVELOPER 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. 212, 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. 212, INC., a Condominium, as though set forth in full therein.

Further Affiant saith not.

Herman Geller

Sworn to and Subscribed before me this
3rd day of May, 1973.

Judith A. Wandzink
Notary Public

Commission Expiration:
1/8/74

Notary Public
SEAL