

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

AMENDMENTS TO THE BY-LAWS  
DECLARATION OF CONDOMINIUM

PINELLAS COUNTY FLA.  
OFF.REC.BK 8097 PG 166

TOWN SHORES OF GULFPORT NO. 214, INC.  
A CONDOMINIUM NOT FOR PROFIT

INST # 92-338651  
NOV 20, 1992 5:19PM

THE MANCHESTER BUILDING

I HEREBY CERTIFY that this is a true and exact copy of the Resolutions adopted by a two-thirds ballot of the unit owners of Town Shores of Gulfport No. 214, Inc., a Condominium, a Florida Corporation as of November 18, 1992, pursuant to Notice:

By Laws for Town Shores of Gulfport No. 214, are located in O.R. Book 4050, beginning with page 1683.

<sup>PENDING</sup>  
15 The Declaration of Condominium is located in O.R. Book 4050, beginning with Page 1639.

Nicholas W. Encarnado William L. Hendrickson  
Witness President

Roy J. Costa Pauline Lamar  
Witness Secretary



The foregoing instrument was acknowledged before me this 18th day of November, 1992 by WILLIAM L. HENDRICKSON, President, and PAULINE LAMAR, Secretary of Town Shores of Gulfport No. 214, Inc., a Florida Corporation on behalf of the Corporation. They are personally known to me and who did take an oath.

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

Condominium Plats pertaining hereto are filed in Condominium Plat Book 14, pages 74 and 75

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

AMENDMENTS MANCHESTER  
PAGE 1

1. Resolved that the Declaration of Condominium - 23 INVALIDATION AND OPERATION, O.R. 4050, PAGE 1656, be added as 23. (a) as follows:
  - (a) Whereas and whenever subjects are silent in the Declaration of Condominium or By-Laws, the current Florida Statute 718, and any amendments hereafter, as promulgated from time to time, shall govern the Association.
  
2. Resolved that the Declaration of Condominium, 17. INSURANCE, (a), O.R. 4050, PAGE 1647, be added as (a) (1) as follows:
  - (1) The Association insurance coverage specifically does not include insurance coverage of or on personal property, including, but not limited to, wall covering, ceiling covering, floor covering, electrical fixtures, kitchen cabinets, appliances, air conditioning or heating nor any other named item contained within the unit that Florida Statutes, Chapter 718 may promulgate from time to time, as exclusions from the Association's responsibility regarding "building" insurance coverage.
  
3. Resolved that the Declaration of Condominium under 20. OBLIGATION OF MEMBERS, G., O.R. 4050, PAGE 1654, be changed as follows:
  - G. Not to make or cause any structural alteration to or in the building, specifically including, but not limited to screening, or enclosure of private balconies ~~and/or~~ affixing outside shutters to windows, except storm windows, screen doors or hurricane shutters. Written application, specifications, color, ~~the~~ design, and make to be approved by the Association for any named exceptions to this clause ~~and/or~~ Removal of any additions or improvements or fixtures from the building, or ~~do~~ any act that will impair the structural soundness of the building is prohibited.

4 Resolved that the Declaration of Condominium under 15 MAINTENANCE, (b) BY THE CONDOMINIUM PARCEL OWNER: O.R. 4050, PAGE 1645, be added as (dd) as follows:

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

5. Resolved that the Declaration of Condominium under MISCELLANEOUS COVENANTS, 1. COVERED PARKING SPACES, O.R. 4050, PAGE 1658, be added as 1. (a) as follows:

(a) The Board of Directors shall have the authority to assess, coordinate and/or appoint a committee of carport owners for carport maintenance and repair.

6. Resolved that the By-Laws under SECTION 5. POWERS: A., O.R. 4050, PAGE 1684 be added as follows:

A. To make and collect assessments and establish the time within which payment of same are due. To assess a late charge of \$10.00 on delinquent assessment payment (s) and or maintenance fees. The late charge shall be effective on the eleventh (11th) day after the due date. The Board of Directors may waive the late charge due to extenuating circumstances.

RECORDING AND (1-25-92 17:10:51  
OF DCI - TOWN SHORE  
RECORDING \$15.00  
TOTAL: \$15.00  
CHECK AMT. TENDERED: \$15.00  
CHANGE: \$0.00

01	CORDINO
R	10.50
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INT	_____
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MTF	_____
P/C	_____
REV	_____
TOTAL	10.50
	mol

CERTIFICATE OF AMENDMENT

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
TOWN SHORES OF GULFPORT #214, INC.  
A CONDOMINIUM NOT FOR PROFIT  
THE MANCHESTER BUILDING

I HEREBY CERTIFY that this is a true and exact copy of the Resolutions adopted by a two-thirds ballot of the unit owners of Town Shores of Gulfport #214, Inc., a Condominium, a Florida Corporation as of November 15, 1995, pursuant to Notice: The Declaration of Condominium is located in O. R. 4050, Page 1639 through 1667 of the records of Pinellas County, Fl.

- Resolved that the Declaration of Condominium, Page 1644 under 9. COMMON EXPENSES AND COMMON SURPLUS be added as 9(a) as follows:

9(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.

- Resolved that the Declaration of Condominium, Page 1650 under 18. CONVEYANCE, SALES, RENTALS, LEASES AND TRANSFERS be added to the first paragraph of (a) CONVEYANCES, SALES AND TRANSFERS as follows:

Prior to the sale, conveyance or transfer of any condominium parcel to any other person other than transferor's spouse or heir, the owner shall notify Board of Directors of the Association in writing,..... (Substantial wording of existing first paragraph (a.) to remain unchanged. See O.R. 4050, Page 1650) Additionally, to be added:

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

Underlining indicates amendment addition. Strickout indicates elimination.)

RETURN TO:  
C. Kenton St S.  
3210 59th  
Covt, FL 33707

Page 2  
Amendments of 11/15/95  
Town Shores of Gulfport #214, Inc.

Andrew S Murzzy Pauline Lamar  
Witness President

Andrew S Murzzy Phyllis McMann  
Witness Secretary

Seal



The foregoing instrument was acknowledged before me this 1st day of November, 1995 by Pauline Lamar, President and Phyllis McMann, Secretary of Town Shores of Gulfport #214, Inc., A Florida Corporation on behalf of the Corporation. They are personally known to me and who did take an oath.

Gloria Jean Renfrow  
Notary Public



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

4C054980 JMF	11-21-1995	11:12:44
01 CTF-TOWN SHR GULFPORT		
RECORDING	1	\$10.50
	TOTAL:	\$10.50
	CHECK AMT.TENDERED:	\$10.50
	CHANGE:	\$ .00

Condominium Plats pertaining hereto are filed in Condominium Plat Book 14, pages 74, 75 and 76.

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

9L089545 01-24-2001 15:42:49 AMW  
51 AFF-TOWN SHORES OF GULFPORT  
I#: BK: SPG: EPG:  
RECORDING 001 PAGES 1 \$6.00

**CERTIFICATE OF AMENDMENT  
AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM FOR  
TOWN SHORES OF GULFPORT # 214, INC.  
A CONDOMINIUM NOT FOR PROFIT  
THE MANCHESTER BUILDING**

TOTAL: \$6.00  
CASH AMT. TENDERED: \$6.00  
CHANGE: \$0.00  
BY \_\_\_\_\_ DEPUTY CLERK

I HEREBY CERTIFY that this is a true and exact copy of the resolutions adopted by a two-thirds ballot of the unit owners of Town Shores of Gulfport #214, Inc., a condominium, a Florida Corporation as of November 14, 2000, pursuant to Notice:

The Declaration of Condominium is located in O. R. 4050, Page 1645 of the Records of Pinellas County of Florida.

Resolved that the Declaration of Condominium 15, MAINTENANCE (a)(3), O.R. 4050 page 1645, that reads as follows.

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

IN WITNESS WHEREOF, TOWNSHORES OF GULFPORT 214, INC. has caused the above amendment to be executed in accordance with the authority hereinabove expressed this 14<sup>th</sup> day of November, 2000.

ATTEST:

William L. Hutchinson  
Secretary

By: Marie A. Rae  
President

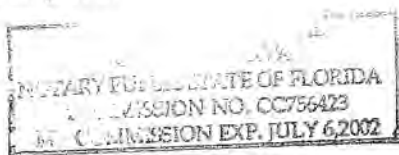
PAGES 1  
ACCT \_\_\_\_\_  
REC E-  
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CK BAL \_\_\_\_\_  
CHG AMT \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 14<sup>th</sup> day of November, 2000, personally appeared Marie Rae, President, and acknowledge before me that she executed this instrument for the purposes herein expressed.

Gregory H. Tate  
Notary Public

My Commission Expires:



MAIL TO: G. FATA  
3810 59th St. S.  
GULFPORT, FL 33707



**CERTIFICATE OF AMENDMENT  
TO THE BY-LAWS  
OF  
TOWN SHORES GULFPORT # 214, INC.  
THE MANCHESTER HOUSE**

**NOTICE IS HEREBY GIVEN** that at a fully called meeting of the members on November 20, 2002, by a vote of not less than two-thirds of the total vote of the membership present and voting. The By-Laws of TOWN SHORES OF GULFPORT #214, INC., as originally recorded in O. R. Book 4050, Page 168, et seq., in the Public Records of Pinellas County, Florida, be amended as attached:

IN WITNESS WHEREOF, Town Shores of Gulfport #214, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove this 20th day of November, 2002.

Town Shores of Gulfport #214, Inc.

Corporate Seal

ATTEST

Marie A. Rae  
Secretary

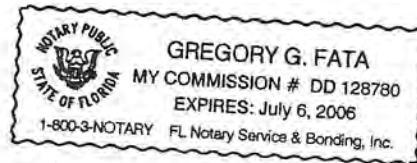
Joe A. Davis  
President

STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 20<sup>th</sup> day of November, 2002, personally appeared before me Joe Davis, President, and Marie Rae, Secretary, of Town Shores of Gulfport #214, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.

Gregory G. Fata  
Gregory G. Fata, Notary Public

PAGES 2  
ACCT \_\_\_\_\_  
REC 055  
DR219 \_\_\_\_\_  
DS \_\_\_\_\_  
INT \_\_\_\_\_  
FEES \_\_\_\_\_  
MTF \_\_\_\_\_  
P/C \_\_\_\_\_  
REV \_\_\_\_\_



RETURN TO:

Greg Fata  
3210 59th St. S.  
Gulfport FL 33707

TOTAL 0.50  
CK BAL \_\_\_\_\_  
CHG AMT \_\_\_\_\_



PINELLAS COUNTY FLA.  
OFF REC BK 12449 PG 870

BL142006 01-02-2003 15:31:06 TMC  
51 CTF-TOWN SHORES GULFPORT 214  
000006  
I#:03001234 BK:12449 SPG:0869 EPG:0870  
RECORDING 002 PAGES 1 \$10.50

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

**CERTIFICATE OF AMENDMENT  
AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM FOR  
TOWN SHORES OF GULFPORT # 214, INC.  
A CONDOMINIUM NOT FOR PROFIT  
THE MANCHESTER HOUSE**

**I HEREBY CERTIFY** that this is a true and exact copy of the resolutions adopted by a two-thirds ballot of the unit owners of Town Shores of Gulfport #214, Inc., a condominium, a Florida Corporation as of November 20, 2002, pursuant to Notice:

NOTE: Declaration 15 (b) (1) (dd) is in amendment OR 4050 page 168 item 4, located in the back of the Manchester Blue Book.

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

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

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

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

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

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

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement") is made this 22<sup>nd</sup> day of September, 2003 by TOWN SHORES OF GULFPORT NO. 214, INC., hereinafter referred to as "Grantor" or "Association," a Florida not for profit corporation; in favor of PEOPLES GAS SYSTEM, a Division of Tampa Electric Company, a Florida corporation, hereinafter referred to as "Grantee" or "TECO."

### WITNESSETH:

WHEREAS, Grantor is the not for profit Florida Corporation created to maintain, and manage the common elements (hereinafter, the "Condominium Property") and the operations of Town Shores of Gulfport No. 214, A Condominium, (hereinafter, the "Condominium") legally described in the Declaration of Condominium, as same is recorded in Official Records Book 4050, at Page 1639, of the Pinellas County Public Records, which is located within the Town Shores Community in Gulfport, Florida, (hereinafter, the "Property"); and

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

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

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

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

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

1. Grantor hereby grants and conveys to Grantee, and Grantee's subsidiaries, affiliates, agents, consultants, contractors, employees, successors and assigns, a non-exclusive easement in, on, over, and through the Condominium Property for the installation, operation, maintenance, repair and replacement of the System located thereon.
2. The Grantor covenants that it has the right to convey the said non-exclusive Easement and that the Grantee, its successors and assignees shall have use and enjoyment of said easement.
3. Grantee, at its sole cost and expense, at all times shall promptly repair any portion of the Condominium Property which is damaged at any time by Grantee, Grantee's employees, agents or invitees, during Grantee's use of the Easement.
4. In consideration of the grant of this easement, Grantee agrees to indemnify and hold Grantor harmless from and against any and all losses, damages, causes of action, claims, liabilities, costs and expenses (including reasonable attorneys' fees and court costs), incurred by Grantor as a result of the conduct of Grantee or from mechanic's liens, injury to persons or damage to the Condominium Property in connection therewith. Except as provided in the previous sentence, Grantee shall conduct such construction and shall otherwise enter upon the Condominium Property at its sole risk, cost and expense.
5. In the event of any breach of any and all covenants and agreements set forth in this grant of easement, the parties shall be entitled to all remedies available at law or in equity including, but not limited to specific performance or injunctive relief. In the event of litigation (at the trial or appellate levels) arising in connection with this grant of easement, the prevailing party shall be entitled to be reimbursed for all costs incurred in connection with such litigation, including, without limitation, reasonable attorneys' fees and costs.

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

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

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

WITNESSES

Sign \_\_\_\_\_  
Print \_\_\_\_\_

Sign \_\_\_\_\_  
Print \_\_\_\_\_

TOWN SHORES OF GULFPORT,  
NO. 214, INC.

By: Joe A. Davis  
Joe Davis, President  
Address: 6025 Shore Blvd. S.  
Gulfport, FL 33707

WITNESSES

Sign \_\_\_\_\_  
Print \_\_\_\_\_

Sign \_\_\_\_\_  
Print \_\_\_\_\_

PEOPLES GAS SYSTEM, a division of  
Tampa Electric Company

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

STATE OF FLORIDA  
COUNTY OF PINELLAS

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2003, by \_\_\_\_\_, as President of Town Shores of Gulfport No. 214, Inc., a Florida not for profit corporation, on behalf of said corporation.

Personally Known \_\_\_\_\_ or  
Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

NOTARY PUBLIC - STATE OF FLORIDA  
print Gregory G. Fata

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

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

Personally Known \_\_\_\_\_ or  
Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

NOTARY PUBLIC - STATE OF FLORIDA  
print \_\_\_\_\_

RECEIVED  
MAR 20 2006  
BY:

Town Shores of Gulfport No. 214, Inc.  
The Manchester House  
6025 Shore Boulevard South  
Gulfport, FL 33707

KEN BURKE, CLERK OF COURT  
PINELLAS COUNTY FLORIDA  
INST# 2006094630 03/15/2006 at 08:19 AM  
OFF REC BK: 14989 PG: 217-218  
DocType: CONDO RECORDING: \$18.50

CERTIFICATE OF AMENDMENT  
TO THE DECLARATION AND BY-LAWS  
OF  
TOWN SHORES OF GULFPORT No. 214, INC.

NOTICE IS HEREBY GIVEN that at a fully called meeting of the members of Town Shores of Gulfport No. 214, Inc. on February 20, 2006, by a vote of not less than two-thirds (66 2/3%) of the total vote of the membership present/proxy and voting. The Declaration and By-Laws of TOWN SHORES OF GULFPORT No. 214, INC., as originally recorded (See Attached documents) in the Public Records of Pinellas County, Florida, be and the same are amended as attached:

IN WITNESS WHEREOF, Town Shores Of Gulfport No. 214, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove this 20<sup>th</sup> day of February in the year 2006.

Town Shores of Gulfport No. 214, Inc.  
Manchester House



Corporate Seal

*Elizabeth Zanata*  
Elizabeth Zanata, Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 20<sup>th</sup> of February 2006, personally appeared before me Elizabeth Zanata, Secretary, of Town Shores of Gulfport No. 214, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.

*Tracy L. Workman*  
Notary Public



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

*Deletions - strikethrough*

*New Text - Underscored*

Approved Changes to Declaration, Articles of Incorporation and By-Laws of  
Town Shores of Gulfport No. 214, Inc.  
February 20, 2006

1. Paragraph 12. Amendment of the Declaration O.R. 4050, Page 1644, as amended on 2/17/92, in O.R. 7815, Page 1406 to be changed to read:

12. AMENDMENT OF THE DECLARATION: This Declaration may be amended by affirmative vote of sixty percent (60%) of the condominium parcels **present in person or by proxy** at a meeting duly called for this purpose pursuant to the By-Laws; provided, however, that no amendment shall be made which shall in any manner impair the security of an institutional lender having a mortgage or other lien against any condominium parcel, or any other record owners of liens thereon.

2. ARTICLE XIV AMENDMENT OF BY-LAWS O.R. 4050, Page 1696, as amended on 2/17/92 in O.R. 7815, Page 1406 to be changed to read:

ARTICLE XIV  
AMENDMENT OF BY-LAWS

The By-Laws of the Corporation may be altered, amended or repealed unless specifically prohibited herein, at any regular or special meeting of the members by a sixty percent (60%) vote of ~~all members of the Corporation~~ **of the condominium parcels present in person or by proxy at a meeting duly called for that purpose**, unless a contrary vote is required pursuant to the Articles of Incorporation, and provided that notice of said membership meeting has been given in accordance with these By-Laws and that the notice as aforesaid contained a full statement of the proposed amendment. No modification or amendment to the By-Laws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium.

3. Article VIII of the Articles of Incorporation O.R. 4050, Page 1702 as amended on 2/17/92 in O.R. 7815, Page 1406 to be changed to read:

VIII

The By-Laws of the Corporation are to be made, altered or rescinded ~~by the sixty percent (60%) vote of the members of the Corporation~~ **as provided in the By-Laws.**

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

# 106

23

Town Shores of Gulfport No. 214, Inc.  
The Manchester House  
6025 Shore Boulevard South  
Gulfport, FL 33707

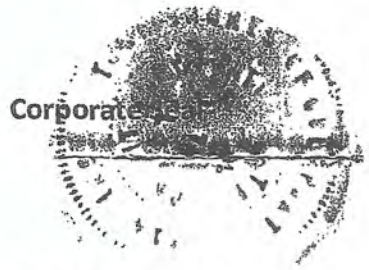
KEN BURKE, CLERK OF COURT  
PINELLAS COUNTY FLORIDA  
INST# 2009034061 02/10/2009 at 11:32 AM  
OFF REC BK: 16494 PG: 1104-1105  
DocType:CTF RECORDING: \$18.50

CERTIFICATE OF AMENDMENT  
TO THE DECLARATION AND BY-LAWS  
OF  
TOWN SHORES OF GULFPORT No. 214, INC.

NOTICE IS HEREBY GIVEN that at a fully called meeting of the members of Town Shores of Gulfport No. 214, Inc. on November 19, 2008, by a vote of not less than two-thirds (66 2/3%) of the total vote of the membership present/proxy and voting. The Declaration and By-Laws of TOWN SHORES OF GULFPORT No. 214, INC., as originally recorded (See Attached documents) in the Public Records of Pinellas County, Florida, be and the same are amended as attached:

IN WITNESS WHEREOF, Town Shores Of Gulfport No. 214, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove this 19<sup>th</sup> day of November in the year 2008.

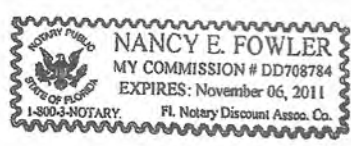
Town Shores of Gulfport No. 214, Inc.  
Manchester House



*Elizabeth Zanata*  
Elizabeth Zanata, Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 19<sup>th</sup> of November 2008, personally appeared before me Elizabeth Zanata, Secretary, of Town Shores of Gulfport No. 214, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.



*Nancy E. Fowler*  
Notary Public

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

PLEASE NOTE: NEW LANGUAGE INDICATED BY UNDERLINING; DELETED TEXT INDICATED BY STRIKE THROUGHES; UNAFFECTED TEXT INDICATED BY "... "

**"AMENDMENT TO THE BY-LAWS OF  
TOWN SHORES OF GULFPORT, NO. 214, INC.  
MANCHESTER HOUSE**

1. Amend Article XII, Section 2, of the By-Laws as recorded in O.R. 4050 Page 1695

Any application for the transfer of membership or for a conveyance of interest in a condominium parcel shall be accompanied by an application fee in the amount of ~~Twenty Five Dollars (\$25.00)~~ Seventy Five Dollars (\$75.00) to cover the costs of contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board of Directors.

2. Amend Article II, Powers, Section 5. A., of the By-Laws as originally recorded in O.R. 4050, Page 1684 and amended in O.R. 8097 Page 168.

A. To make and collect assessments and establish the time within which payment is due. To assess a late charge of ~~Ten Dollars (\$10.00)~~ Twenty Five Dollars \$25.00 on delinquent assessment payment(s) and or maintenance fees. The late charge shall be effective on the eleventh (11<sup>th</sup>) day after the due date. The Board of Directors may waive the late charge due to extenuating circumstances.

3. Amend Article X, House Rules, paragraph g of the By-Laws as recorded in O.R. 4050 Page 1694

(g) No structural changes or alterations shall be made in any unit, except upon approval of the Board of Directors. No washers and/or dryers can be installed in units.

Amend Section 20, Obligation of Members, paragraph g of the By-laws as recorded in O.R. 4050, Page 1655.

(g) Not make or cause any structural alteration to and in the building, specifically including, but not limited to screening, or enclosure of private balconies and/or affixing outside shutters to windows, except storm windows, the design and make to be approved by the Association and/or removal of any additions or improvements or structural soundness of the building. No washers and/or dryers can be installed in units. ~~The Developer does hereby reserve the right to construct porch enclosures with windows for a period of 15 years from the date hereof, as an alteration or implied consent or approval of the Association provided, however, it is done by the consent of the condominium owners with reference to the unit involved.~~



#106

KEN BURKE, CLERK OF COURT  
PINELLAS COUNTY FLORIDA  
INST# 2010328484 11/22/2010 at 10:03 AM  
OFF REC BK: 17094 PG: 503-504  
DocType:CTF RECORDING: \$18.50

Prepared by and returned to:

Becker & Poliakoff, P.A.  
Anne M. Hathorn, Esq.  
311 Park Place Blvd., Suite 250  
Clearwater, FL 33759

**CERTIFICATE OF RECORDING  
TOWN SHORES OF GULFPORT, NO. 214, INC.**

WHEREAS, TOWN SHORES OF GULFPORT, NO. 214, INC. (the "Association") is the entity responsible for the operation of the Condominium, (hereinafter "Condominium"), pursuant to the Declaration of Condominium thereof recorded at Book 4050, at Page 1639, of the Official Records of Pinellas County, as amended from time to time; and

WHEREAS, Section 718.112(2)(l), Florida Statutes (2010), allows a condominium association to forego a retrofit of the common elements, association property, or units of the residential Condominium operated by the Association with a fire sprinkler system in a building that has been certified for occupancy by the applicable governmental entity, by the affirmative vote or consent of a majority of all voting interests in the Condominium; and

WHEREAS, the Association obtained the necessary vote of the membership to forego the retrofit as allowed by the aforementioned statutory provision; and

WHEREAS, the Association desires to provide record notice of this action by recording this Certificate attesting to the vote in the Public Records of Pinellas County, Florida.

NOW, THEREFORE, the undersigned hereby certifies that:

1. The affirmative vote of a majority or more of all voting interests in the Condominium operated by the Association have voted to forego retrofitting in accordance with Section 718.112(2)(l), Florida Statutes (2010) at a meeting held November 17, 2010.
2. This Certificate shall be filed in the Public Records to evidence the vote and the Association shall register the vote with the Division of Condominiums, Timeshares and Mobile Homes.

WHEREAS, the Board has called for a vote of the owners at the Annual Meeting to be held on November 17, 2010 to forego the requirements to retrofit the units with a fire sprinkler system; and

WHEREAS, this Resolution will be deemed effective upon approval of a majority of all voting interests; and

WHEREAS, if approved by the Members, the Association will record a Certificate in the Public Records of Pinellas County, Florida, attesting to the vote.

NOW THEREFORE, it is resolved as follows:

1. The above recitations are true and correct and are incorporated into this Resolution.
2. By adoption of this Resolution, the Members (Unit Owners) hereby approve to forego the requirements to retrofit the common elements, association property, and units with a fire sprinkler system, as permitted by Section 718.112(2)(1), Florida Statutes (2010), and approve the recording of a Certificate in the Public Records evidencing the members' approval of such .

WITNESSES (TWO):MANCHESTER

Elizabeth P Browne Signature BY: Gayla J. Davis President  
 Elizabeth P. Browne Printed Name Date: Nov. 17, 2010

Kenneth Bierack Signature (CORPORATE SEAL)  
 K. BIERACK Printed Name

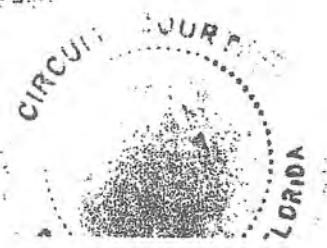
Gayla J. Davis President  
 GAYLA J. DAVIS President

(s) For an oath or attestation:  
 STATE OF FLORIDA  
 COUNTY OF PINELLAS  
 Sworn to (or affirmed) and subscribed before me this 22 day  
 of November 20 10 by Gayla Joy Davis



Personally Known OR Produced Identification  
 Type of Identification Produced FL DL Exp - 8-1-2013  
 KEN BURKE  
 Clerk of the Circuit Court

Stephanie Holcombe  
 STEPHANIE HOLCOMBE Deputy clerk



*Legal*

**CERTIFICATE OF AMENDMENT  
AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM FOR  
TOWN SHORES OF GULFPORT # 214, INC.  
A CONDOMINIUM NOT FOR PROFIT  
THE MANCHESTER BUILDING**

**I HEREBY CERTIFY** that this is a true and exact copy of the resolutions adopted by a two-thirds ballot of the unit owners of Town Shores of Gulfport #214, Inc., a condominium, a Florida Corporation as of April 24,2012, pursuant to Notice:

The Declaration of Condominium is located in O. R. 4050, Page 1645 of the Records of Pinellas County of Florida.

**Resolved that the Declaration of Condominium Paragraph 14, O.R. 4050 page 1645, See Attached. ▸**

**IN WITNESS WHEREOF, TOWNSHORES OF GULFPORT 214, INC. has caused the above amendment to be executed in accordance with the authority hereinabove expressed this 24th day of April 2012.**

**ATTEST:**

*Grant Noakes*  
Secretary

By: *Gayla Davis*  
President



**STATE OF FLORIDA  
COUNTY OF PINELLAS**

On this 24th day of April 2012, personally appeared Gayla Davis, President, and acknowledge before me that he executed this instrument for the purposes herein expressed.

*Grant Noakes*  
Notary Public

My Commission Expires: 3/18/2015

**KEN BURKE, CLERK OF COURT  
PINELLAS COUNTY FLORIDA  
INST# 2012134231 05/10/2012 at 08:22 AM  
OFF REC BK: 17577 PG: 1193-1194  
DocType:CONDO RECORDING: \$18.50**



**AMENDMENT TO DECLARATION  
OF CONDOMINIUM OF TOWN SHORES OF GULFPORT. NO 214, Inc. .**

The Declaration paragraph 14, O.R. 4050, Page 1645 shall be amended as follows:

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

Every assessment, regular or special, made hereunder, and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the condominium parcel and all interest therein owned by the members against whom the assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon recordation of this instrument and the lien for all such sums due hereafter shall date back to said date and shall be deemed to be prior to and superior to the creation of any homestead status for any condominium parcel and to any subsequent lien or encumbrance, except the lien referred to herein shall be subordinate and inferior to that of an institutional first mortgage.

Where the mortgagee of a first mortgage of record, or the purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of foreclosure of the first mortgage shall ~~not~~ be liable for the shares of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to the acquisition of title by said mortgagee as a result of the foreclosure or voluntary conveyance in lieu of foreclosure **as set forth within Florida Statute 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.

**(Coding: Words in Bold underscoring type indicate additions and/or amendment from the original Declaration, By-Laws or Articles of Incorporation. Words that are strikethrough is the deletion of text Unless amended herein, all paragraphs not amended or altered shall remain in full force and effect including all sub-paragraphs.)**

PREPARED BY AND SHOULD BE  
RETURNED TO:  
RICHARD A. ZACUR, ESQUIRE  
Zacur & Graham, P.A.  
5200 Central Avenue  
St. Petersburg, Florida 33707

Plats pertaining hereto are filed in Plat Book 14, Pages 74-763

**AMENDMENTS TO DECLARATION OF CONDOMINIUM OF  
TOWN SHORES OF GULFPORT NO. 214, INC.**

WHEREAS, the Board of Directors and members of TOWN SHORES OF GULFPORT NO. 214, INC., hereinafter referred to as "Association," desires to amend the Declaration and By-Laws for said association, which Declaration of Condominium and By-Laws have been filed and recorded in and for Pinellas County, Florida, within O.R. Book 4050, beginning with Page 1639, et seq.

WHEREAS, a meeting of the Board of Directors of the Association and said unit owners/members was duly called in accordance with the Declaration of Condominium, By-Laws and Articles of Incorporation, after proper notice was given to the unit owners/members.

WHEREAS, such meeting took place on November 2, 2021, there was present a quorum of Directors and a quorum of unit owners/members as defined and required by the Declaration of Condominium for said Association.

WHEREAS, after due consideration, of said proposed amendments, which amendments were proposed by resolution by said Directors, same were presented for a vote, and accepted by the required vote of the Board of Directors, and said amendments were approved by the vote of the required percentage of unit

owners/members according to the provisions of the Declaration of Condominium and By-Laws.

WHEREAS, that the Board of Directors and the owners/members have approved the Amendments to the Declaration and By-Laws, said Amendments are hereinafter provided.

NOW THEREFORE, said Declaration and By-Laws shall be hereby amended pursuant to the heretofore stated authority and requirements, which Amendments are to be provided within said Declaration and By-Laws, and said Amendments are as follows:

1. The Declaration shall be amended as follows:

Paragraph 17. Subsection (4).

All unit owners must have an HO6 insurance policy providing building and liability coverage with a minimum building coverage of \$25,000 and a deductible of not more than \$1,000 and the liability coverage must be not less than \$25,000 with a deductible of not more than \$1,000. Each unit owner shall provide a copy of the Declaration page for the required insurance to the Board of Directors on or before January 15<sup>th</sup> of each year beginning January 1, 2022. A unit owner who does not obtain this insurance coverage will be excluded from demanding any payment by or from the Association for any loss that would be covered or paid by the owner's insurance coverage had the coverage been obtained.

2. The Declaration shall be amended as follows:

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

(b) RENTAL OR LEASE:

(2) No unit may be leased or rented for a period of one (1) year from the date the title to the unit is transferred or conveyed to a new owner, whether by deed, gift, foreclosure, or any manner of conveyance, other than by inheritance. This prohibition does not apply to units owned or foreclosed by the Association.

3. The Declaration shall be amended as follows:

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

(b) RENTAL OR LEASE:

(3) At no time shall more than sixteen (16) 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 sixteen (16) condominium unit 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 sixteen (16) condominium unit limit 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 sixteen (16) condominium unit rental limit, in order of their receipt by the Association. The sixteen (16) condominium unit rental limit excludes from the total any units owned or foreclosed by the Association.

4. The Declaration shall be amended as follows:

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

~~(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.~~

A corporation, limited liability company or a partnership, or any other form of non-natural entity ownership shall only be allowed to own an interest in one (1) unit and no more than one (1) unit. At no time can there be more than a total of five (5) units owned within the Condominium by a corporation, limited liability company, partnership or any other non-natural person entity at a time. All units owned within the Association are subject to the terms and conditions set forth by the Board of Directors.

Individual owners may have only their unit owned in a family trust, which shall not be considered a non-natural person for the five (5) unit total limitation set forth herein. However, the family trust may not own more than one (1) unit.

The units owned by a corporation, limited liability company, partnership, non-natural person entity or trust shall not be used for the regular practice of business, including employee lodging, or speculative investment or other similar purposes.

5. The By-Laws as previously amended at O.R. Book 5305, Page 1777, shall be amended as follows:

Article X, House Rules.

A. The condominium units shall be used for residential purposes only. ~~Ownership of a condominium parcel shall be limited or restricted to natural person or persons and excluded to corporations or other non-natural legal persons except for settlement of estates of deceased owners.~~

A corporation, limited liability company or a partnership, or any other form of non-natural entity ownership shall only be allowed to own an interest in one (1) unit and no more than one (1) unit. At no time can there be more than a total of five (5) units owned within the Condominium by a corporation, limited liability company, partnership or any other non-natural person entity at a time. All units owned within the Association are subject to the terms and conditions set forth by the Board of Directors.

Individual owners may have only their unit owned in a family trust, which shall not be considered a non-natural person for the five (5) unit total limitation set forth herein. However, the family trust may not own more than one (1) unit.

The units owned by a corporation, limited liability company, partnership, non-natural person entity or trust shall not be used for the regular practice of business, including employee lodging, or speculative investment or other similar purposes.

6. The Declaration shall be amended as follows:

Paragraph 20. OBLIGATIONS OF MEMBERS

(g) Protect people from secondhand smoke and vapor. In concert with the Florida Clean Air Indoor Act, which as of 2019, regulates vaping and smoking, to protect people from the hazards of secondhand smoke and vaping aerosol fumes, smoking and vaping is permitted inside individual condominium units. Smoking or vaping is not permitted in any other area of the condominium property, specifically including outside uncovered areas, stairwells, parking and



storage areas, carports, elevators, and walkways within buildings. These areas are non-smoking and vaping 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). Vapor means aerosolized or vaporized nicotine, or other aerosolized or vaporized substance produced by a vapor-generating electronic device or exhaled by the person using such a device.

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. Vaping means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance. This prohibition applies to all present and future apartment owners, guests, tenants, visitors, or other persons while on the Common Elements or Association property.

RESOLVED, further, that said Amendments to the Declaration of Condominium and By-Laws of the Association is hereby adopted, approved and the Board of Directors shall have same recorded in the Public Records of Pinellas County, Florida.

TOWN SHORES OF GULFPORT NO. 214, INC.

BY: Judith R. Higgins  
President

By: Brian M. Crowley  
Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged via  physical presence OR  online notarizations, before me this 15<sup>th</sup> day of December, 2021, by

Judith Higgins, the President and Eileen Crowley, the Secretary,  
who are personally known to me or who have produced \_\_\_\_\_  
\_\_\_\_\_ as identification and who did take an oath and depose and  
say that he/she executed the foregoing Amendments for the purposes therein  
expressed.

My commission expires:



Susan K. Blankenship  
Notary Public

Susan K. Blankenship  
Notary Name Typed/Printed

(Coding: Words in underscored type indicate additions and/or amendment from the Declaration, By-Laws or Articles or Incorporation. Unless amended herein, all paragraphs not amended or altered shall remain in full force and effect including all sub-paragraphs.)