

ARTICLES OF INCORPORATION

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

I.

The name of this Corporation shall be:
TOWN SHORES OF GULFPORT NO. 211, INC., A CONDOMINIUM

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

TOWN SHORES OF GULFPORT NO. 211

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

D.R. 4110 PAGE 1085

for the mutual the mutual benefit of its members; to operate said property for the sole use and benefit of its members, without attempting to make any profit or other gains for the corporation; and to perform any other act for the well being of member residents, without partiality or undue inconvenience as between member residents; and to perform any other act in maintaining an atmosphere of congeniality and high standard of occupancy by and for its member residents; and to maintain a high standard of the physical appearance of the building; to formulate By-Laws, rules and regulations, and to provide for the enforcement thereof. The Corporation shall also have such other power and authority to do and perform every act and thing necessary and proper in conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by Chapter 617, Florida Statutes, entitled "Corporations Not For Profit".

III

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 eighty-four (84) 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 seventy-nine (79) condominium units to the individual grantees, as said condominium units are defined in the Declaration of Condominium, or 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.

D.R. 4110 PAGE 1087

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

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

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 Directors and Officers, until the first election of Directors, are as

follows:

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

** (1/25/93 D.R. 8157 PAGE 2314) The By-Laws of the Corporation are to be made, altered or rescinded by the two-thirds (2/3) vote of the members of this corporation.

IX.

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

X.

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

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Section 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.

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

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

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

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

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

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

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

XI.

** (1/25/93 D.R. 8157 PAGE 2314) The Articles of Incorporation may not be amended, altered, modified, changed or rescinded by a vote of less than two-thirds (2/3rds) of the then present members of the Corporation, which may be accomplished at any regular or special meeting of the Corporation, provided that written notice of the proposed change shall have been mailed to each member of the Corporation 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.

D.R. 4110 PAGE 1091

XII.

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

XIII.

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

XIV.

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

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

Herman Geller

Richard Chambers

Elsie Novak

Carl G. Parker, Resident Agent

STATE OF FLORIDA)
) SS.
COUNTY OF PINELLAS)

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. 211, 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

A F F I D A V I T

STATE OF FLORIDA)
) SS.
COUNTY OF PINELLAS)

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

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

2. That as President of said GEL-MET DEVELOPMENT CORP., a Florida Corporation, he has no objection to said Corporation being mentioned in the Articles of Incorporation filed with the Secretary of State, State of Florida, Tallahassee, Florida, known as TOWN SHORES OF GULFPORT NO., 211, 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. 211, 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

Notary Public
SEAL

Commission Expiration:
1/8/74

ANY AMENDMENTS WHICH ARE PASSED BY THE
MEMBERSHIP AFTER FEBRUARY 15, 1993, SHOULD BE PLACED BEHIND
THIS PAGE AS AN INDICATION THEY ARE NOT CONTAINED WITHIN
THE CONTEXT OF THESE DOCUMENTS.

87112917

Paul W. DeBlaker

CLERK OF THE CIRCUIT COURT
PINELLAS COUNTY, FLORIDA

CERTIFICATE OF AMENDMENT

U.S. 6488 PAGE 1270

DECLARATION OF CONDOMINIUM,

MAY 5 6 51 PM '87

TOWN SHORES OF GULFPORT, NO. 211, INC.

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium, Town Shores of Gulfport No. 211, Inc., as described in book 4110, at page 1025 of the Official Records of Pinellas County, Florida, was duly adopted in the manner provided in Article 12 of the Declaration, that is, by affirmative vote of three fourths (3/4ths) of the condominium parcels at a meeting duly called for such purpose held on February 18, 1987.

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

01 Cash	11 Chg
40 Rec	<u>900</u>
41 DS	_____
43 Int	_____
Tot	<u>900.00</u>

By: Warren J. Doughty
Vice - President

Attest: John E. Greer
Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

24	24746617	71	1.	05m
			40	9.00
			TOTAL	9.00

On this 28th day of April, 1987, personally appeared Warren J. Doughty Vice, President, and John E. Greer, Secretary, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

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

Paul W. DeBlaker
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires JUNE 20, 1990

PREPARED BY:

ROBERT L. TANKEL, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
1150 CLEVELAND STREET
SUITE 420

CLEARWATER, FL 33515
BECKER, POLIAKOFF & STREITFELD, P.A. • BARNETT BANK PLAZA • 1150 CLEVELAND STREET • SUITE 420 • CLEARWATER, FL 33515
LAW OFFICES
TELEPHONE (813) 443-3781

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

Condominium plats pertaining hereto are recorded in Condominium Plat Book 16 Pages 54-56.

PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM
TOWN SHORES OF GULFPORT NO. 211, INC., A CONDOMINIUM

Additions indicated by underlining.

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

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

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

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

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

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

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

Town Shores Of Gulfport No. 211, Inc.

A - CONDOMINIUM

01 Cash 11 01
 40 240 5,000
 41 DS _____
 42 _____
 Total 5,000

2960 - 59th Street South
 Gulfport, Florida 33707

The Jamison House

AMENDMENT TO BYLAWS

WHEREAS The 1984 Florida Legislature passed many amendments to present laws pertaining to condominiums; and

WHEREAS Section 718.116 (3), effective October 1, 1984 was amended to read:

Assessments and installments on them not paid when due bear interest at the rate provided in the Declaration, from the due date until paid. This rate may not exceed the rate allowed by law, and if no rate is provided in the Declaration, then interest shall accrue at 18 percent per annum the-legal-rate.

WHEREAS at the annual meeting of November 10, 1986, the owners approved, by a vote of not less than 75% of the total designated voters, said Section; and

WHEREAS said Section would be good for the Association;

THEREFORE said Section 718.116 (3) is hereby made one of the Bylaws of the Association.

Dated at Gulfport, Florida, County of Pinellas this 7th day of May 1987 A.D.

E. Naomi Greer
 Witness

Arthur S. Schefter
 Arthur Schefter, President

Warren Doughty
 Warren Doughty, Vice Pres.

John E. Greer
 John E. Greer, Secretary

Kathleen S. DeBlasio
 CLERK OF THE CIRCUIT COURT
 PINELLAS COUNTY, FLORIDA
 MAY 11 1 25 PM '87

Lee D. Wauhan
 Notary Public

Notary Public, State of Florida
 My Commission Expires June 20, 1988



Condominium Plats pertaining hereto recorded in Condo. t Book 16, pages 54 thru 56

87117755
Town Shores Of Gulfport No. 211, Inc.

A - CONDOMINIUM

2960 - 59th Street South
Gulfport, Florida 33707

O.R. 6400 PAGE 593

The Jamison House

01 Cash 11 Chy
40 Rec 5.00
41 DS
43 Int
Tot 5.00

AMENDMENT TO BYLAWS

WHEREAS the 1984 Florida Legislature passed many Amendments to present laws pertaining to condominiums; and

WHEREAS Section 718.303(3) was one of them effective October 1, 1984, providing for imposition of a fine up to and not exceeding \$50 against unit owners or occupants for failure to comply with the Declaration, Bylaws, or reasonable rules of the Association; and the errant owner or occupant must be given a chance for a hearing; and

WHEREAS at the Annual Meeting of November 11, 1984, the owners approved by a vote of not less than 75% of the total designated voters, said Section; and

WHEREAS said Section would be good for the Association;

THEREFORE said Section 718.303(3) is hereby made one of the Bylaws of the Association.

Dated at Gulfport, Florida, County of Pinellas
this 7th day of May 1987 A.D.

Notary of Pinellas
CLERK OF THE CIRCUIT COURT
PINELLAS COUNTY, FLORIDA
MAY 11 1 25 PM '87

E. Naomi Greer
Witness

Arthur J. Schefter
Arthur Schefter, President

Warren Doughty
warren Doughty, Vice Pres.

Lee P. Wacham
Notary Public
Notary Public, State of Florida at Largo,
My Commission Expires JUNE 26, 1988

John E. Greer
John E. Greer, Secretary

Condominium Plats pertaining hereto recorded in Condo. Plat Book 16, pages 54 thru 56

Town Shores Of Gulfport No. 211, Inc.

A - CONDOMINIUM

0 Cash 11 Chg
 40 Rec 5.00
 41 DS
 43 Int
 Tot 5.00 ml

Arthur
 Schefter
 2960 - 59th Street South
 Gulfport, Florida 33707

The Jamison House

AMENDMENT TO BYLAWS

WHEREAS The Florida Legislature has enacted many laws pertaining to condominiums, and these laws were rewritten in 1976; and

WHEREAS Section 718.304 affirms the Association's right to amend the Association's declaration of condominium; and, if there is an omission or error in a declaration of condominium or in other documents required by law to establish the condominium, the Association may correct the error or omission by an amendment to the declaration, or the other documents required to create a condominium, in the manner provided in the declaration to amend the declaration; or, if none is provided, then by a vote of a majority of the unit owners. The amendment is effective when passed, approved, and a certificate of the amendment is executed and recorded as provided in S.718.104 (1); and

Section 718.304 permits the Association to amend the Association's Bylaws to include under Article X - House Rules, a House Rule J, stating:

Owners may lease their unit for a period not less than six months and one day, and not more often than once in the period of one year; and

At the annual meeting of November 10, 1986, the owners approved, by a vote of not less than 75% of the total designated voters, said Section; and

WHEREAS Said House Rule would be good for the Association;

THEREFORE said Article X - House Rule J is hereby made one of the Bylaws of the Association.

Dated at Gulfport, Florida, County of Pinellas this 7th day of May, 1987 A.D.

E. Naomi Greer
 Witness

Arthur Scheffter
 Arthur Scheffter, President

Warren J. Boughty
 Warren Boughty, Vice President

John E. Greer
 John E. Greer, Secretary

Sue P. Warham
 Notary Public
 Notary Public, State of Florida at Large
 My Commission Expires JUNE 28, 1988



South of Dade
 CLERK OF THE CIRCUIT COURT
 PINELLAS COUNTY, FLORIDA
 MAY 11 11 25 AM '87

Condominium Plats pertaining hereto recorded in Condo. Pl Book 16, pages 54 thru 56

01 CASH
 40 Rec 6.00
 41 PS _____
 43 _____
 4F Fee _____
 Total 6.00

87296170

Town Shores Of Gulfport No. 211, Inc.

A - CONDOMINIUM
 Return to - Arthur Schefter, Pres
 2960 - 59th Street South
 Gulfport, Florida 33707

O.R. 6632 PAGE 2141

The Jamison House

AMENDMENT TO BYLAWS

WHEREAS the Florida Legislature has enacted many laws pertaining to condominiums, and these laws were rewritten in 1976; and

WHEREAS Chapter 76-222 Section 718.112 Bylaws (2)(i) orders the method by which the Bylaws may be amended consistent with the provisions of this Chapter shall be stated; and

WHEREAS Section 718.304 permits the Association to amend the Association's Bylaws, Article XIV Amendment of Bylaws, to read:

The Bylaws of the Corporation may be altered, amended or repealed unless specifically prohibited herein, at any regular or special meeting of the members by a two-thirds (2/3) ~~by a three-fourths (3/4)~~ vote of all members of the Corporation, unless a contrary vote is required pursuant to the Articles of Incorporation, and provided the notice of said membership meeting has been given in accordance with these Bylaws and that the notice as aforesaid contained a full statement of the proposed amendment. No modification or amendment to the Bylaws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium; and

Handwritten: Clerk of the Court
 CLERK OF THE COURT
 PINELLAS COUNTY, FLORIDA
 DEC 1 8 26 PM '87

WHEREAS at the Annual Meeting of November 9, 1987, the owners approved by a vote of not less than 75% of the total designated voters, said amended Article XIV; and

WHEREAS said House Rule would be good for the Association;

THEREFORE said Article XIV as amended is hereby made one of the Bylaws of the Association.

Dated at Gulfport, Florida, County of Pinellas, this 9th day of November 1987 A.D.

Emma Naomi Greer
 Witness

Arthur G. Schefter
 Arthur Schefter, President

Warren Doughty
 Warren Doughty, Vice Pres.

John E. Greer
 John E. Greer, Secretary

State of Florida
 County of Pinellas
 Sworn and Subscribed before me this
 9th day of November 1987.

Handwritten Signature
 Notary State of Florida

Notary Public, State of Florida at Large
 My Commission Expires JUNE 11, 1988

Prepared by: JOHN E GREER

APR 27 PM 3:50

RECORDING REC 10.50

CERTIFICATE OF AMENDMENT

TO

DECLARATION OF CONDOMINIUM AND BY-LAWS

OF

TOWN SHORES OF GULFPORT NO.211, INC.

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on April 26, 1989, by a vote as required in the respective Declaration of Condominium and By-Laws, and after the unanimous adoption of a Resolution proposing said amendments by the Board of Directors, the Declaration of Condominium and By-Laws for TOWN SHORES OF GULFPORT NO.211, INC., as originally recorded for the Declaration of Condominium in O.R. Book 411Q page 104Q et seq., and O.R 411Q, page 108Q, et seq., of the By-Laws in the Public Records of Pinellas County, Florida, be and the same is amended as follows:

The Declaration of Condominium and By-Laws of TOWN SHORES OF GULFPORT NO. 211, INC., is hereby amended in accordance with Exhibit A attached hereto and entitled "Amendment to Declaration of Condominium and By-Laws for TOWN SHORES OF GULFPORT NO. 211, INC."

IN WITNESS WHEREOF, TOWN SHORES OF GULFPORT NO. 211, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 26th day of April, 1989.

TOWN SHORES OF GULFPORT NO. 211, INC.

By: Ethel A. Ream President

(CORPORATE SEAL)

ATTEST:

Francis Paston Secretary

STATE OF FLORIDA COUNTY OF PINELLAS

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgements, personally appeared Ethel A. Ream and Francis Paston, respectively, of TOWN SHORES OF GULFPORT NO. 211 INC. to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Certificate of Amendment for the uses and purposes therein expressed, as such officers, by authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, have hereunto set my hand and official seal this 26th day of April, 1989.

Notary Public Signature

NOTARY PUBLIC

My Commission Expires:

RETURN TO: ETHEL A. REAM 2960 54TH ST. SO. GULFPORT, FL. 33707

EXHIBIT A

AMENDMENT

TO

DECLARATION OF CONDOMINIUM AND BY-LAWS

FOR

TOWN SHORES OF GULFPORT NO.211, INC.

The following is hereby added to:
 the Declaration of Condominium; 20. OBLIGATIONS OF MEMBERS
 O. R. Book 4110, Page 1040 as (f) 1., and the By-Laws; ARTICLE X,
 HOUSE RULES, O. R. Book 4110, Page 1080, as E 1.

(f) 1.

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

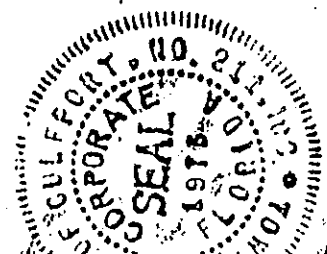
Persons under the age of fifty-five (55) and more than fourteen (14) years of age may occupy and reside in a unit as long as at least one permanent occupant is fifty-five (55) years of age or older. Notwithstanding the language contained above, no person under the age of 14 shall be allowed to permanently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

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

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

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

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



AMENDMENT TO THE DECLARATION OF CONDOMINIUM

TOWN SHORES OF GULFPORT NO. 211, INC. A CONDOMINIUM
THE JAMISON

Condominium ats pertaining hereto are filed in
Condominium riat Book 16 Pages 54 thru 56 inclusive.

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. 211 Inc., A Florida Corporation, as of November 11, 1991 pursuant to Notice:

The Declaration of Condominium for Town Shores of Gulfport No. 211, Inc., is located in O. R. Book 4110, Pages 1025 through 1055 of the records of Pinellas County, Florida.

Resolved that Page 1033 of the Declaration of Condominium, Paragraph 17. INSURANCE, sub paragraph (a), be changed as follows:

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

WITNESSES

Walter J. Doughty

Dustin H. Mayson

TOWN SHORES OF GULFPORT NO. 211, INC.

James M. Pastore
President

Barbara G. Black
Secretary

Sworn to and subscribed before me this 11 day of November, 1991.

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

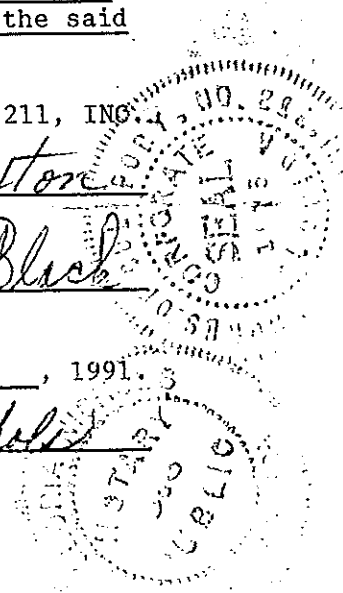
Gloria Nichols
Notary

Return to:
Gloria Nichols LCAM
Town Shores of Gulfport #211, Inc.
3210 59th Street South
Gulfport, Fl. 33707

01 RECORDING	
REC	<u>600</u>
DW	_____
INT	_____
FERS	_____
MTF	_____
P/C	_____
REV	_____

TOTAL 600

KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY: Ⓟ



INST # 93-020270

JAN 25, 1993 3:09PM

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

TOWN SHORES OF GULFPORT NO. 211, INC
A CONDOMINIUM NOT FOR PROFIT

THE JAMISON BUILDING

PINELLAS COUNTY FLA.
OFF.REC.BK 8157 PG 2311

01 RECORDING
REC 19.50
DR219
DS
IN
P/L
CERT
FEEC
MTF
REV

TOTAL 19.50

I HEREBY CERTIFY that this is a true and exact copy of the Resolutions adopted by a two-thirds ballot for passage of amendments for the By-Laws and three-fourths ballot for passage of amendments to the Declaration of Condominium and Articles of Incorporation of the unit owners of Town Shores of Gulfport No. 211, Inc., a Condominium, a Florida Corporation as of November 9, 1992, pursuant to Notice:

By Laws for Town Shores of Gulfport No. 211, are located in O.R. Book 4110, beginning with page 1069.

The Declaration of Condominium is located in O.R. Book 4110, beginning with Page 1025.

The Articles of Incorporation are located in O.R. Book 4110, beginning with Page 1083.

Francis M. Paxton

Witness

James Reynolds

President

Julia M. Mason

Witness

Julia M. Mason

Secretary

Lewis Lamlu

Seal

The foregoing instrument was acknowledged before me this 9th day of November 1992 by *James Reynolds*, President and *Julia M. Mason*, Secretary of Town Shores of Gulfport No. 211, Inc., a Florida Corporation on behalf of the Corporation. They are personally known to me and who did take an oath.



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

Gloria Jean Renfrow

Notary Public

Seal

✓ Condominium Plats pertaining hereto are filed in Condominium Plat Book 16, pages 54, 55 and 56.

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

1. Resolved that the Declaration of Condominium - 23. INVALIDATION AND OPERATION, O.R. 4110, PAGE 1042, 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. 4110, PAGE 1033, 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. 4110, PAGE 1040, 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.

RECORDED 108 31-25-93 1-13217
RECORDING 4 \$19.00
TOTAL: \$19.00
CHECK AMT. TENDERED: \$19.00
CHANGE: \$0.00

4. Resolved that the Declaration of Condominium under 15.MAINTENANCE (b) BY THE CONDOMINIUM PARCEL OWNER: O.R. 4110, PAGE 1031, 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. 4110, PAGE 1044, 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 ARTICLE X, HOUSE RULES, E., O.R. 4110, PAGE 1079, be added as follows:

E. No children under the age of fourteen (14) years shall be permitted to live as permanent residents in the condominium units, provided, however, that nothing herein shall prevent owners from having children as visitors or guests for a limited period of time. Limited period of time to be defined as 30 days. The Board of Directors reserves the right to grant an extension upon request of a unit owner due to extenuating circumstances.

7. Resolved that the Declaration of Condominium, 12. AMENDMENT OF DECLARATION, O.R. 4110, PAGE 1030 be changed as follows:

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

AMENDMENTS
PAGE 3

8. Resolved that the Articles of Incorporation, VIII. D. R. 4110, Page 1088 be changed as follows:

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

9. Resolved that the Articles of Incorporation XI., D. R. 4110, Page 1090 be changed as follows:

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

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

10. Resolved that the By-Laws under SECTION 5. POWERS: A., D.R. 4110, PAGE 1070 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.

INST # 95-284695
NOV 8, 1995 9:41AM

PINELLAS COUNTY FLA.
OFF.REC.BK 9159 PG 262

CERTIFICATE OF AMENDMENT

**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
TOWN SHORES OF GULFPORT #211. INC.
A CONDOMINIUM NOT FOR PROFIT
THE JAMISON 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 #211, Inc., a Condominium, a Florida Corporation as of November 6, 1995, pursuant to Notice: The Declaration of Condominium is located in O. R. 4110, Page 1025 through 1082 of the records of Pinellas County, Fl.

Resolved that the Declaration of Condominium, Page 1030 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.

**CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 16, PAGES 54, 55 AND 56

3C052282 COS 11-08-1995 08:55:00
01 CTF-TOWN SHORES
RECORDING 1 \$10.50

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

RECORDING
REC 10.50
OR218
DS
NT
P/C
CERT
REV
TOTAL 10.50

Underlining indicates amendment addition. Strickout indicates eliminations.)

Retn to: Town Shores of Gulfport #211 Inc
3210 - 59th Street So.
Gulfport, FL 33707

9

Jamison
Amendments, Page 2
November 6, 1995

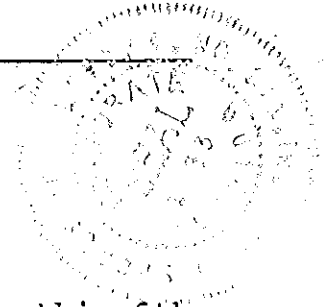
Frank Serrean
Witness

Warren J. Doughty
~~President~~ Treas.

Julia M. Mason
Witness

Mary Lou Bunion
Secretary

Seal



The foregoing instrument was acknowledged before me this 6th day of November, 1995 by Warren J. Doughty President and Mary Lou Bunion, Secretary of Town Shores of Gulfport #711, Inc., A Florida Corporation on behalf of the Corporation. They are personally known to me and who did take an oath.



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

Gloria Jean Renfrow
Notary Public

Condominium Plats pertaining hereto are filed in Condominium Plat Book 16, pages 54, 55 and 56.

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

01-022782 JAN-24-2001 3:35PM
PINELLAS CO BK 11198 PG 912

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

9L089540 01-24-2001 15:39:50 AMW
51 AFF-TOWN SHORES OF GULFPORT
IN: BK: SPG: EPG:
RECORDING 001 PAGES 1 \$6.00

**CERTIFICATE OF AMENDMENT
AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
TOWN SHORES OF GULFPORT # 211, INC.
A CONDOMINIUM NOT FOR PROFIT
THE JAMISON 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 #211, Inc., a condominium, a Florida Corporation as of November 13, 2000, pursuant to Notice:

The Declaration of Condominium is located in O. R. 4110, Page 1032 of the Records of Pinellas County of Florida.
Resolved that the Declaration of Condominium 15, MAINTENANCE (a)(3), O.R. 4110 page 1032, 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 211, INC. has caused the above amendment to be executed in accordance with the authority hereinabove expressed this 13th day of November, 2000.

ATTEST:

Jeanne H. Lorett
Secretary

By: Lewis A. Lamb
President

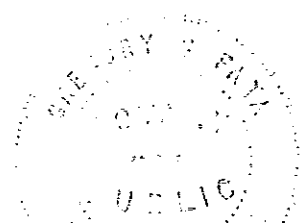
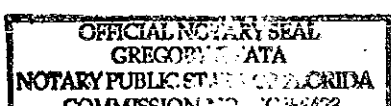
PAGES 1
ACCT _____
REC for
DR219 _____
DS _____
INT _____
FEES _____
MTF _____
P/C _____
REV _____
TOTAL for
CK BAL _____
CHK AMT _____

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 13th day of November, 2000, personally appeared Lewis Lamb, President, and acknowledge before me that he executed this instrument for the purposes herein expressed.

Gregory H. Yates
Notary Public

My Commission Expires:



MAIL TO: G. FATA
3210 59TH ST. S.
GULFPORT, FL 33700

Zacur & Graham, P.A.
Attorneys and Counselors at Law

RICHARD A. ZACUR

5200 CENTRAL AVE.
POST OFFICE BOX 14409
ST. PETERSBURG, FLORIDA 33733
TELEPHONE 727-328-1000
FAX 727-323-7619

PETER D. GRAHAM*
*BOARD CERTIFIED
REAL ESTATE ATTORNEY

November 2, 2001

Ms. Gloria Renfrow
Town Shores of Gulfport #211, Inc.
3210 59th Street South
Gulfport, FL 33707

RE: Town Shores of Gulfport #211, Inc.

Dear Ms. Renfrow:

Thank you very much for your correspondence dated October 31, 2001, which I received November 1, 2001 concerning Town Shores of Gulfport #211, The Jamison, regarding the responsibility for the front and back doors, as well as the windows.

As I understand the issue, it is whether or not the Association is responsible for maintaining the front and back doors of an individual unit owner's unit, as well as the windows.

I am of the opinion, after reviewing the documents, as well as taking into consideration Florida Statute Chapter 718, that the responsibilities for the doors and the windows are those of the unit owner and not the responsibility of the Association.

I have reached that decision, not only based upon the documentation, specifically the provisions found within Paragraph 15, entitled "Maintenance", but also the decisions of the Division of Land Sales in their rulings involving the determination of maintenance and protection of common elements.

Referring to those decisions, in Davidson v. Clearwater Key Association - Bayside Gardens, Inc., the Division of Land Sales ruled there is a difference in responsibilities concerning the boundaries of a unit as opposed to the common elements and defined a door as not a wall, but a movable structure used to close off an entrance, typically consisting of a panel that swings out on hinges, slides or rotates. The Division determined that since the unit owner has exclusive control over the door and further, since the door is not a limited common element by definition in the documents, then the door by definition must be a part of the unit and the unit is the responsibility of the unit owner.

Concerning the windows, in Desisti v. Landmark at Hillsboro Condominium Association, Inc., the Division determined that if the document utilizes only the term "window pane", then the Association would be responsible for the replacement of a window as a whole, other than the pane. However, the documents for the

Town Shores of Gulfport #211, Inc.
November 2, 2001
Page Two (2)

Association, specifically, Page 6, Section 15(b), and the Amendment as recorded in O.R. Book 8157, Page 2313 (dd) specifically states that the unit owner is responsible for windows, as well as the glass. Therefore, I am of the opinion that the Association is not responsible for the repair of the windows.

Obviously, when the Association with unit owner approval amended their documents in 1993 to make the unit owner responsible for their own windows, it is apparent that the Association and the unit owners determined that no longer would the Association be responsible for the repair, replacement and maintenance of the windows, the window glass, screen, etc.

Furthermore, the amendment also provided that the unit owner would be responsible for the inside frame of unit exit doors, hinges, locks, thresholds.

Therefore, not only by the provisions of the documents, as well as the amendment, but also by arbitration decisions of the Division of Land Sales, it would be my opinion that the Association is not responsible for front and back doors or windows of individual units located within Town Shores of Gulfport #211, Inc., The Jamison.

Thank you very much for your cooperation.

Yours truly,

ZACUR & GRAHAM, P.A.

RICHARD A. ZACUR

RAZ/st





**CERTIFICATE OF AMENDMENT
TO THE BY-LAWS
OF
TOWN SHORES GULFPORT # 211, INC.
THE JAMISON HOUSE**

NOTICE IS HEREBY GIVEN that at a fully called meeting of the members on November 11, 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 #211, INC., as originally recorded in O. R. Book 3929, Page 629, et seq., in the Public Records of Pinellas County, Florida, be amended as attached:

IN WITNESS WHEREOF, Town Shores of Gulfport #211, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove this 11th day of November, 2002.

Town Shores of Gulfport #211, Inc.

Lewis Lamb

President

Corporate Seal

ATTEST

Blair B. Libby

Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 11th day of November, 2002, personally appeared before me Lewis Lamb, President, and Blair Libby, Secretary, of Town Shores of Gulfport #211, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.

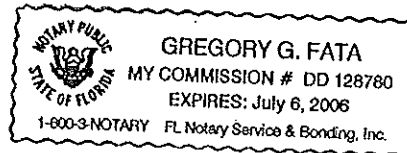
Gregory G. Fata

Gregory G. Fata, Notary Public

PAGES 2
ACCT _____
REC 10-50
DR219 _____
DS _____
INT _____
FEES _____
MTF _____
P/C _____
REV _____
TOTAL 10-50
CK BAL _____
CASH _____

RETURN TO:

*Greg Fata
8216 57th St S
Gulfport FL 33707*



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

PINELLAS COUNTY FLA.
OFF. REC. BK 12449 PG 863

EL142005 01-02-2003 15:30:09 TMC
51 CTF-TOWN SHORES GULFPORT 211
000006
TA:03001230 BK:12449 SPG:0862 EPG:0863
RECORDING 002 PAGES 1 \$10.50

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

BY _____ DEPUTY CLERK

**CERTIFICATE OF AMENDMENT
AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
TOWN SHORES OF GULFPORT # 211, INC.
A CONDOMINIUM NOT FOR PROFIT
THE JAMISON 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 #211, Inc., a condominium, a Florida Corporation as of November 11, 2002, pursuant to Notice:

TO BE ADDED TO O.R. 3929, Page 629 as follows:

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

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

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

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

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

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

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement") is made this _____ day of _____, 2003 by TOWN SHORES OF GULFPORT NO. 211, 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. 211, A Condominium, (hereinafter, the "Condominium") legally described in the Declaration of Condominium, as same is recorded in Official Records Book 4110, at Page 1025, 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 GULFPURT,
NO. 211, INC.

By: _____

Blair Libby, Director

Address: 2960 59th Street S.

Gulfport, FL 33707

WITNESSES

Sign _____

Print _____

Sign _____

Print _____

PEOPLES GAS SYSTEM, a division of
Tampa Electric Company

By: _____

_____, President

Address: P.O. Box 2562

Tampa, FL 33601

STATE OF FLORIDA
COUNTY OF PINELLAS

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2003, by _____, as Director of Town Shores of Gulfport No. 211, Inc., a Florida not for profit corporation, on behalf of said corporation.

Personally Known _____ or

Produced Identification _____

Type of Identification _____

My Commission expires: _____

NOTARY PUBLIC - STATE OF FLORIDA

print Gregory G. Fata

STATE OF FLORIDA
COUNTY OF _____

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

Personally Known _____ or

Produced Identification _____

Type of Identification _____

My Commission expires: _____

NOTARY PUBLIC - STATE OF FLORIDA

print _____

CERTIFICATE OF AMENDMENT
AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
TOWN SHORES OF GULFPORT NO. 211, INC.
THE JAMISON 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 #211, Inc., a condominium, a Florida Corporation as of November 11, 2002, pursuant to Notice.

TO BE ADDED TO O.R. 4110 page 1032 as follows:

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

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

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

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

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

Additions Indicated by Underlining
Deletions Indicated by ~~Striking Through~~

**CERTIFICATE OF AMENDMENT
AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
TOWN SHORES OF GULFPORT # 211 (JAMISON HOUSE), INC.**

I HEREBY CERTIFY that this is a true and exact copy of the resolutions adopted by a two-thirds vote of the Board of Directors of Town Shores of Gulfport # 211, Inc., a not for profit Florida Corporation at a duly called meeting November 11, 2002, pursuant to Notice:

The Declaration of Condominium is located in O. R. 4110, Page 1032 of the Records of Pinellas County of Florida.

Resolved that the Declaration of Condominium Section 15 (b) (1) (ee) and (ff) be added to O.R. 4110 page 1032, as attached.

IN WITNESS THEREOF, TOWNSHORES OF GULFPORT # 211, INC. has caused the above amendment to be executed in accordance with the authority hereinabove expressed this 11th day of November, 2002.

ATTEST:

Blair B. Libby
Secretary

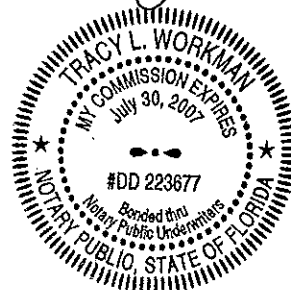
By: Lewis O. Lamb
President

**STATE OF FLORIDA
COUNTY OF PINELLAS**

On this 11th day of November, 2002, personally appeared Lew Lamb, President, and Blair Libby, Secretary and acknowledge before me that he executed this instrument for the purposes herein expressed.

Tracy L. Workman
Notary Public

My Commission Expires: 7/30/07



**CERTIFICATE OF AMENDMENT
AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
TOWN SHORES OF GULFPORT # 211 (JAMISON HOUSE), INC.**

I HEREBY CERTIFY that this is a true and exact copy of the resolutions adopted by a two-thirds vote of the members of Town Shores of Gulfport #211, Inc. a not for profit Florida Corporation at a duly called meeting November 11, 2002, pursuant to Notice.

The Declaration of Condominium is located in O. R. 4110, Page 1032 of the Records of Pinellas County of Florida.

Resolved that the Declaration of Condominium Section 15 (b) (1) (ee) and (ff) be added to O.R. 4110 page 1032, as attached.

IN WITNESS THEREOF, TOWNSHORES OF GULFPORT # 211, INC. has caused the above amendment to be executed in accordance with the authority hereinabove expressed this 11th day of November, 2002.

ATTEST:

Blair B. Libby
Secretary

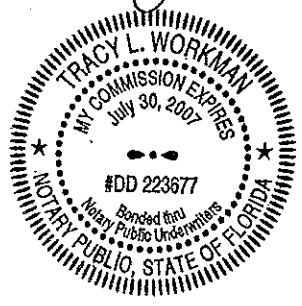
By: Lewis O. Lamb
President

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 11th day of November, 2002, personally appeared Lew Lamb, President, and Blair Libby, Secretary and acknowledge before me that he executed this instrument for the purposes herein expressed.

Tracy L. Workman
Notary Public

My Commission Expires: 7/30/07

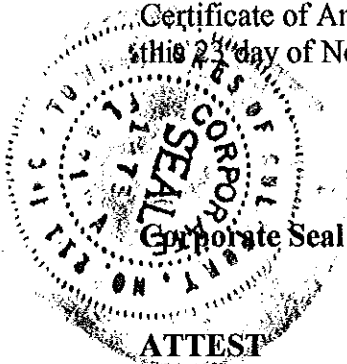


CERTIFICATE OF AMENDMENT
AMENDMENTS TO THE BY-LAWS
DECLARATION OF CONDOMINIUM
THE ARTICLES OF INCORPORATION
OF
TOWN SHORES OF GULFPORT # 211, INC.
THE JAMISON HOUSE

I HEREBY CERTIFY that this is a true and exact copy of the resolutions adopted by a two thirds vote of the unit owners for passage of amendments to the By-Laws, Declaration of Condominium and Articles of Incorporation of Town Shores of Gulfport #211, Inc., a Condominium, a Florida Corporation as of Nov. 14, 2005, pursuant to notice:

The By-Laws for Town Shores of Gulfport #211, Inc. are located in O.R. Book 4110, beginning with page 1069. The Declaration of Condominium is located in O.R. Book 4110, beginning with page 1025. The Articles of Incorporation are located in O.R. Book 4110, beginning with page 1083.

IN WITNESS WHEREOF, Town Shores of Gulfport #211, Inc. has caused this Certificate of Amendment to be executed in accordance with the authority herein above this 23rd day of November 2005.



Town Shores of Gulfport #211, Inc.

Lewis Lamb
Lewis Lamb, President

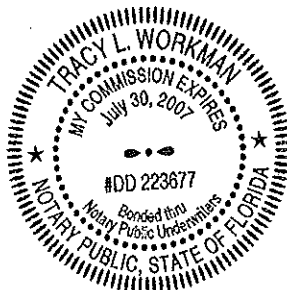
ATTEST

Blair Libby

Blair Libby, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

On this day of November, 2005, personally appeared before me Lewis Lamb, President, and Blair Libby, Secretary, of Town Shores of Gulfport #211, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.



Tracy L. Workman
Tracy L. Workman, Notary Public

Additions indicated by Underlining
Deletions indicated by ~~Striking Through~~

SCHEDULE of AMENDMENTS TO
DECLARATION OF CONDOMINIUM
TOWN SHORES OF GULFPORT NO.211, INC
JAMISON ASSOCIATION

1. Resolved that the Declaration of Condominium, 12. AMENDMENT OF THE DECLARATION O.R.4110, page1030 and as amended 1/25/93 and recorded O.R. 8157 page 2313 be changed as follows:

12 AMENDMENT OF THE DECLARATION: This Declaration may be amended by affirmative vote of two-thirds (2/3) of the condominium parcels present or by proxy at a meeting duly called for this purpose pursuant to the By-Laws;
Substantial wording of 12. AMENDMENT OF DECLARATION. See Page 1030 for text.

2. Resolved that the By-Laws, Article XIV, AMENDMENT of BY-LAWS O.R.4110 Page 1082 and as amended 12/1/87 and recorded in O.R. 6632 Page 2141 be changed as follows:
ARTICLE XIV The By-Laws of the corporation may be altered, amended, or repealed unless specifically prohibited herein, at any regular or special meeting of the members by two-thirds (2/3) vote of all members present or by proxy at a duly called meeting of the corporation.....
Substantial wording of Article XIV....See page 1082 for text.

3. Resolved that the Articles of Incorporation, VIII O.R. 4110 Page 1088 and as amended 1/25/93 and recorded in O.R. 8157 page 2314 be changed as follows:
VIII The By-Laws of the corporation are to be made, altered, or rescinded by the two-thirds (2/3) vote of the members present or by proxy at a duly called meeting of this corporation.

4. Resolved that the Articles of Incorporation XI, O.R.4110, Page1089 and as amended 1/25/93 as recorded in O.R. 8157 page 2314 be changed as follows:
XI The articles of Incorporation may not be amended, altered, modified , changed or rescinded by a vote less than two-thirds (2/3) of the then present members of the corporation present or by proxy at a duly called meeting which may be accomplished at any regular or special meeting of the Corporation, provided that written notice of the proposed change shall have been mailed to each member of the corporation.....
Substantial wording of Article XI Refer to page 1089 for present text.

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

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2006068333 02/22/2006 at 05:17 PM
OFF REC BK: 14948 PG: 2623-2624
DocType:RST RECORDING: \$18.60

CERTIFICATE OF AMENDMENT
TO THE BY-LAWS
OF
TOWN SHORES OF GULFPORT No. 211, INC.
THE JAMISON ASSOCIATION

I HEREBY CERTIFY that this is a true and exact copy of the resolution adopted by a two thirds vote of the members of Town Shores of Gulfport No. 211, Inc., present or by proxy at a duly called meeting Feb.16, 2006 pursuant to notice.

The By-Laws for Town Shores of Gulfport #211, Inc. are located in O.R. Book 4110, beginning with page 1069. **Resolved that Article X-House Rules as originally recorded in O.R. 4110, page 1080 and as amended 5/11/87 O.R. 6490, page 594 with House Rule J, be amended as attached:**

IN WITNESS WHEREOF, Town Shores of Gulfport No.211, Inc. has caused this Certificate of Amendment to be executed in accordance with the authority herein above this 21st day of February 2006.



Corporate Seal

Town Shores of Gulfport #211, Inc.

Lewis Lamb

Lewis Lamb, President

ATTEST

Blair Libby

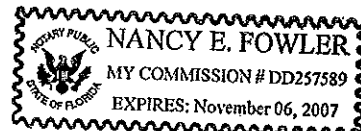
Blair Libby, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

On this day of February 21, 2006, personally appeared before me Lewis Lamb, President, and Blair Libby, Secretary, of Town Shores of Gulfport No.211, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.

Nancy E. Fowler

Tracy L. Workman, Notary Public
NANCY E FOWLER



Additions indicated by Underlining
Deletions indicated by ~~Striking Through~~

CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
TOWN SHORES OF GULFPORT NO.211, INC
JAMISON ASSOCIATION

Resolved that Article X- House Rules as originally recorded in O.R. 4110, page 1080 and as amended 5/11/87 O.R. 6490, page 594 with House Rule J, be changed as follows:

(J) Owners may lease their unit for a period not less than six months and one day, and not more often than once in a period of one year. **In addition, 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.**

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2009180711 07/10/2009 at 10:22 AM
OFF REC BK: 16638 PG: 204-205
DocType:RST RECORDING: \$18.50

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

CERTIFICATE OF AMENDMENT
TO THE BY-LAWS
OF
TOWN SHORES OF GULFPORT # 211, INC.
THE JAMISON HOUSE

I HEREBY CERTIFY that this is a true and exact copy of the resolution adopted by a two thirds vote of the members of Town Shores of Gulfport No. 211, Inc, present or by proxy at a duly called meeting Nov. 10, 2008 pursuant to notice. The By-Laws for Town Shores of Gulfport #211, Inc. are located in O.R. Book 4110, beginning with page 1069. **Resolved that Article 11 Directors, as originally recorded in O.R. 4110, page 1070, and as amended 1/25/93, O.R. 8157, page 2314 be amended as attached:**

IN WITNESS WHEREOF, Town Shores of Gulfport #211, Inc. has caused this Certificate of Amendment to be executed in accordance with the authority herein above this 6 day of July, 2009.



Blair Libby

Blair Libby, Secretary

Town Shores of Gulfport #211, Inc.

James Weibel

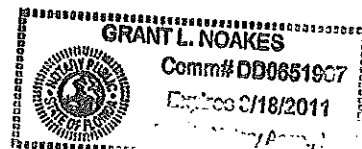
James Weibel, President

STATE OF FLORIDA
COUNTY OF PINELLAS

On this day of July 6, 2009, personally appeared before me James Weibel, President, and Blair Libby, Secretary, of Town Shores of Gulfport #211, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.

Grant Noakes

Grant Noakes, Notary Public



Additions indicated by Underlining
Deletions indicated by ~~Striking Through~~

CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
TOWN SHORES OF GULFPORT NO.211, INC
JAMISON ASSOCIATION

Resolved that Article II, Directors, Section 5A as originally recorded in O.R. 4110, page 1070 and as amended 1/25/93, O.R. 8157, page 2314, be changed as follows:

To assess a late charge of ~~\$10.00~~ \$25.00 on delinquent assessment payments and or maintenance fees. The late charge shall be effective on the 11th day after the due date. The Board of Directors may waive the late charge due to extenuating circumstances