

DECLARATION OF CONDOMINIUM
BY-LAWS
ARTICLES OF INCORPORATION

FOR

TOWN SHORES OF GULFPORT NO. 215, INC.

THE KENMORE

2850 59TH STREET SOUTH
GULFPORT, FL. 33707

NOTES

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These documents have been retyped and include all amendment changes that have been passed by the membership to August 15, 1993.

References of the original Service and Maintenance Agreement (D.R. 4258 PAGES 1519 through 1526) or the Maintenance Company have been omitted as it is now obsolete due to the termination of the agreement. It should be noted that the By-Laws Book and Page numbers were originally recorded out of numerical sequence. Pages have been placed in this book for readability, not according to page numbers.

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

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

DECLARATION OF CONDOMINIUM
OWNERSHIP OF TOWN SHORES OF
GULFPORT, NO. 215, INC., A
CONDOMINIUM

This is a Declaration of Condominium made this 28th day of January, 1975, by Town Shores, LTD., a Florida limited partnership, hereinafter referred to as the "Developer", for itself and its successors, grantees and assigns, to its grantees and assigns, and their heirs, successors and assigns:

W I T N E S S E T H :

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

NOW THEREFORE, the said Town Shores, LTD, hereby makes the following declarations:

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

From the Northeast corner of Section 32, Township 31 South, Range 16 East, run South 00 deg. 20' 00" East, 2409.88 feet along the East boundary of said Section 32; thence South 89 deg. 40' 00" West, 30.00 feet to the Point of Beginning. Thence South 00 deg. 20' 00" East, 244.5 feet; thence South 89 deg. 40' 00" West, 156.33 feet; thence North 00 deg. 20' 00" West, 16.00 feet; thence South 89 deg. 40' 00" West 84.33 feet; thence South 00 deg. 20' 00" East, 12.00 feet; thence South 89 deg. 40' 00" West, 139.34 feet; thence North 00 deg. 20' 00" West, 240.50 feet; thence North 89 deg. 40' 00" East, 380.00 feet to the Point of Beginning. Subject to such easements that may be noted for utilities and access which are dedicated for use of telephone, power, and gas companies as they may require. Together with all improvements erected or installed on said land including one building containing eighty-four (84) units and related facilities.

2. NAME: The condominium is to identified by the name of TOWN SHORES OF GULFPORT NO. 215, CONDOMINIUM.

3. DEFINITIONS: For the purposes in this Declaration and for all purposes in the Articles of Incorporation and By-Laws of TOWN SHORES OF GULFPORT NO. 215, INC., a Florida non-profit corporation, the following words shall have the definitions as hereinafter stated, to wit:

"Condominium plats pertaining hereto are recorded in condominium plat book 20, pages 102, 103, 104."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(q) Member means an owner of a condominium parcel who is a member of TOWN SHORES OF GULFPORT NO. 215, INC. a Florida non-profit membership corporation, hereinafter referred to as the "Association".

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

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

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

5. and 6. Regarding Developer and non-applicable.

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

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

(b) All parts of the improvements which are not included within the units.

(c) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.

(d) An easement of support in every portion of a unit which contributes to the support of a building.

(e) Installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.

(f) The property and installations in connection therewith required for the furnishing of services to more than one condominium unit or to the common elements.

(g) The common elements designated by this declaration may be enlarged by an amendment to this declaration that includes the description of land owned by the Association and submits the land to the terms of this Declaration. The amendment shall be approved and executed in the manner required by this Declaration and shall be executed by the Association. Such an amendment shall divest the Association of title to the land and shall vest the title in the unit owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the common elements that are appurtenant to the units owned by them.

(h) An exclusive easement for the use of the air space occupied by the condominium unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time..

(i) An undivided share in the common surplus.

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

(k) Easement or encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlements or movements of the building or by minor inaccuracies in building or re-building which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

(l) The exclusive right to use such portion of the common elements as may be provided by this Declaration.

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

UNIT	PERCENT	UNIT	PERCENT
101	1.3269%	301	1.3269%
102	1.2181%	302	1.2181%
103	1.2181%	303	1.2181%
104	1.2181%	304	1.2181%
105	1.2819%	305	1.2819%
106	0.9366%	306	0.9366%
107	0.9366%	307	0.9366%
108	0.9366%	308	0.9366%
109	0.9366%	309	0.9366%
110	1.2819%	310	1.2819%
111	1.2819%	311	1.2819%
112	1.2181%	312	1.2181%
114	1.4376%	314	1.4376%
115	1.4376%	315	1.4376%
201	1.3269%	401	1.3269%
202	1.2181%	402	1.2181%
203	1.2181%	403	1.2181%
204	1.2181%	404	1.2181%
205	1.2819%	405	1.2819%
206	0.9366%	406	0.9366%
207	0.9366%	407	0.9366%
208	0.9366%	408	0.9366%
209	0.9366%	409	0.9366%
210	1.2819%	410	1.2819%
211	1.2819%	411	1.2819%
212	1.2181%	412	1.2181%
214	1.4376%	414	1.4376%
215	1.4376%	415	1.4376%

501	1.3269%	601	1.3269%
502	1.2181%	602	1.2181%
503	1.2181%	603	1.2181%
504	1.2181%	604	1.2181%
505	1.2819%	605	1.2819%
506	0.9366%	606	0.9366%
507	0.9366%	607	0.9366%
508	0.9366%	608	0.9366%
509	0.9366%	609	0.9366%
510	1.2819%	610	1.2819%
511	1.2819%	611	1.2819%
512	1.2181%	612	1.2181%
514	1.4376%	614	1.4376%
515	1.4376%	615	1.4376%

9. COMMON EXPENSES AND COMMON SURPLUS:

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

(b) Common expenses shall be shared in accordance with the undivided shares stated as percentages in Paragraph 8. It is understood that this shall include the expenses in connection with any assessments, insurance and all other expenditures for which the Association shall be responsible.

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

10. GOVERNING BODY: The affairs of the condominium shall be conducted by a Corporation incorporated pursuant to the Florida Statutes governing corporation not for profit. The name of the Corporation shall be TOWN SHORES OF GULFPORT, NO. 215, INC., a Condominium, hereinafter called the "Association". The Articles of Incorporation are attached hereto and made a part hereof by reference and marked Exhibit "C". The By-Laws of the Association are attached hereto and made a part hereof by reference marked Exhibit "B".

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

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

There shall not be more than eighty-four (84) voting members at any one time and each may cast one (1) vote. A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which he or it owns.

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

12. AMENDMENT OF DECLARATION

This Declaration may be amended by affirmative vote of three-fourths (3/4) of the condominium parcels at a meeting duly called for this purpose pursuant to the By-Laws; provided, however, that no amendment shall be made which shall in any manner impair the security of an institutional mortgagee having a mortgage or other lien against any one or more condominium parcels, or any other record owners of liens thereon; save and except if such amendment is for the purpose to correct an error or omission in this Declaration of Condominium or in other documentation required by law to establish the condominium form of ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty-one (51%) percent of the members of the Association present or represented by written proxy in accordance with the By-Laws, and recorded among the public records of Pinellas County; provided, however, that the property rights of the owners are not materially and/or adversely affected by such amendment.

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

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

14. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION: Common expenses shall be assessed against each condominium parcel 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 paid by the unit owner when due.

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

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

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

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

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

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

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

(b) **BY EACH UNIT OWNER:** The responsibility of the unit owner shall be as follows:

(1) To maintain in good condition, repair and replace, at his expense, all portions of the unit, except those portions to be maintained, repaired and replaced by the Association, which shall include but not be limited to the following:

(aa) Repair of water leaks within the unit.

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

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

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

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

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

(5) Any owner of any unit that has acquired or been designated a parking space which is sheltered or covered in some manner shall be responsible for the insurance maintenance and upkeep of said covered shelter.

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

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

(a) All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the condominium parcel owners and their institutional mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificate of mortgagee endorsements to the institutional mortgagees. The above insurance provision specifically does not include coverage of or on personal property, personal liability and/or living expenses of any condominium unit owner.

(b) COVERAGE:

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

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

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

(4) WORKMEN'S COMPENSATION: Workmen's Compensation to meet the requirements of law.

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

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

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

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

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

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

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

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

(cc) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine

whether or not to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interest appear, to obtain the necessary funds to repair and restore the improvements within the common elements and the units, provided that the insurance funds available be applied first to repair the units damaged and such assessment shall be for repairs to the common elements and the units. In the event the majority of the voting members vote in favor of the special assessment, the Association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment and 100% vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each unit as per Paragraphs 8 and 9 of this Declaration of Condominium, and the condominium project may be terminated as provided for in Paragraph 23 hereinafter.

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

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

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

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

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

(2) If the damage or loss is limited to the common elements, with no, or minimum, damage or loss to any individual units, and if such loss or damage to the common elements is less than

Three Thousand (\$3,000.00) Dollars, the insurance proceeds shall be endorsed over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(3) If the damage or loss involves individual units encumbered by institutional mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of Three Thousand (\$3,000.00) Dollars, the insurance proceeds shall be disbursed to the Association for the repair and restoration of the property upon the written direction and approval of the Association, and provided, however, that upon the request of an institutional mortgagee, the written approval shall also be required of the institutional mortgagee owning and holding the first mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the aforesaid institutional mortgagee is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional mortgagee having the highest dollar indebtedness on units in the condominium property. Should written approval be required, as aforesaid, it shall be said institutional mortgagee's duty to give written notice thereof to the insurance company. The insurance company may rely upon the certificate of the Association and the aforesaid institutional mortgagee, if said institutional mortgagee's written approval is required as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of Mechanics' Liens to the Association, and execute any affidavit required by laws or by the Association, the aforesaid institutional mortgagee.

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

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

(6) In the event the insurance proceeds are insufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such

restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan, provided, however, that this provision may be waived by the Board of Directors in favor of any institutional mortgagee upon request therefore, at any time. To the extent that any insurance proceeds are required to be paid over to such institutional mortgagee, the owner shall be obliged to replenish the funds so paid over, and said owner and his unit shall be subject to special assessments for such sum.

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

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

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

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

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

(bb) If the net insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are not sufficient to cover the cost thereof, so that a special assessment will be required, then if one hundred (100%) percent of the total votes of the members of the condominium vote against such special assessment and to abandon the condominium project, then it shall be so abandoned and the property removed from the provisions of the law pursuant to the Condominium Act, Chapter 711.16, Florida Statutes, as amended (1974). In the event one hundred (100%) percent of the total votes of the members of a condominium vote in favor of a special assessment, the Association shall immediately

levy such assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions contained herein. The special assessment fund shall be retained by the Association and added to the proceeds from insurance available for the repairs and restoration of the property. The proceeds shall be disbursed by the Association for the repairs and restoration of the above property as provided for herein. To the extent that any insurance proceeds are paid over to such institutional mortgagee, and in the event it is determined not to abandon the condominium project and to vote a special assessment, the owner shall be obliged to replenish the funds so paid over to such institutional mortgagee, and said owner and his unit shall be subject to special assessment for such sum.

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

**** 1/19/89 O.R. 5460 Pages 1996-1999 18. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS:** In order to insure a community of congenial residents and thus protect the value of the units, the sale, leasing, rental and transfer of units by any owner other than Developer shall be subject to the following provisions:

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

In the event the Board of Directors of the Association disapproves the proposed sale, conveyance or transfer, and a member shall still desire to consummate such sale, conveyance or transfer, he shall, thirty (30) days before such sale, conveyance or transfer, give written notice to the Secretary of the Association of his intention to sell, convey, or transfer on a certain date, together with a copy of the contract setting forth the terms thereof and price; said price, however, shall not exceed the fair market value of said condominium parcel. If a dispute arises as to the definition of fair market value, it shall be resolved as provided for hereinafter. The Association shall promptly notify the members of the Association of the date, price and terms. Any member of the Association shall have the right first over the prospective purchasers to accept such sale or transfer on the terms contained in the notice, provided that he shall so notify the Secretary of the Association, in writing of the acceptance, at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the Secretary of the Association ten (10%)

percent of the purchase price as a good faith deposit which information and notice of deposit the Association shall promptly forward to the owner. In the event no members of the Association accept first right of purchase as aforesaid, then the Association must either approve the transaction or furnish a purchaser approved by the Association who will accept the transaction upon the terms and conditions contained in the notice, provided the Association, at least ten (10) days before the date of the intended sale or transfer notify the owner that a purchaser has been furnished and that said purchaser has deposited ten (10%) percent of the purchase price with the Association as a good faith deposit for the intended sale. In the event the member giving notice received acceptance from more than one member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice receives no written notice from any member of the Association, accepting the price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the date of sale or transfer, then that member may complete the sale or transfer on the day and at the price and the terms given in his notice, but on no other day or at no other price or terms without repeating the procedure outlined above. In the event the member makes a sale or transfer without first complying with the terms hereof, any other member shall have the right to redeem from the purchaser, according to the provisions hereof. The said redemption rights shall be exercised by reimbursing the purchaser for the monies expended as shown on the contract for purchase of a condominium unit, which shall not exceed the fair market value, and immediately after such reimbursement, said purchaser or transferee shall convey his right, title and interest to the member making the redemption.

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

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

one hundred eighty (180) days after the date of the notice of the Board of Directors of the Association, as stated in the affidavit, the redemption rights herein afforded the members of the Association shall terminate.

In case of death of the owner of a condominium parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel; and if such surviving spouse or other member of members of the decedent owner's family shall have succeeded to the ownership of the condominium parcel; the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of this condominium parcel to some designated person other than the surviving spouse or members of his family as aforescribed or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida, the condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforescribed, the Board of Directors of the Association shall, within thirty (30) days notice, served upon the President or any other officers of the Association, of proper evidence of rightful designation of such devisee of decedent, express their refusal or acceptance of the individual so designated as owner of the condominium parcel. If the aforesaid Board of Directors of the Association shall consent, in writing, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall thereupon become the owner of the Condominium parcel, subject to the provisions of this enabling Declaration and the By-Laws of the Association. If, however, the Board of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase, for cash, the said condominium at the then fair market value thereof.

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

**** 1/19/89 O.R. 5460 PAGE 1999 (b) RENTAL OR LEASE:** A condominium parcel shall not be leased or rented without the prior written approval of the Association, and the terms and conditions of said Lease are subject to the approval of the Board of Directors of the Association. The Board of Directors shall have the right to require that a substantially uniform form of Lease be used.

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

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

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

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

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

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

(a) Not use or permit the use of his unit for any purpose other than as a single family residence and maintain his unit in a clean and sanitary manner.

(b) Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct the rights or interfere with the rights of other members or annoy them by unreasonable noises or

otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

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

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

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

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

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

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

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

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

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

** 1/19/83 D.R. 5460 PAGE 2001 (l) Not be permitted to water lawn, plants or the shrubbery without prior permission of Board of Directors.

(m) Not make or cause any structural alteration to and in the building, specifically including, but not limited to screening, or enclosure of private balconies and or affixing outside shutters to windows, except storm windows, the design and make to be approved by the Association and/or removal of any additions or improvements or fixtures from the building, or any act that will impair the structural soundness of the building.

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

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

** 4/11/84 D.R. 5736 PAGE 1655. REPLACED BY AMENDMENT OF 4/3/89 D.R. 6969 PAGE 0404 (q) Not to allow any children under the age of eighteen (18) years to reside on the premises except as permitted by the regulations established by the Association; provided that visitation rights of the persons under eighteen (18) years of age shall be permitted from time to time under the regulations established and promulgated by the Association. Said visitations shall not exceed a cumulative total of ninety (90) days out of a one year period and such cumulative total shall be made up of increments of not more than fifteen (15) days in any calendar month period. Any occupation of the premises by a person under the age of eighteen (18) for more than thirty (30) consecutive days shall be deemed to be permanent residency and is prohibited. Such one (1) year period shall begin June 1st and end May 31st of the following calendar year. The Board of Directors may, at its sole discretion, review cases where a hardship may be caused and extend such time without prejudicing the Boards rights and prerogatives in any manner whatsoever.

** (4/3/89 D.R. 6969 PAGE 0407) (q) 1. After the effective date of this amendment, at least 80% of all occupied units must be occupied by at least one person 55 years of age or older. Hereafter, no unit shall be sold or leased to any person or persons under the age of 55 unless the unit is to be occupied by at least one person over 55 IN ACCORDANCE WITH SECTION 807 OF THE FAIR HOUSING AMENDMENT ACT OF 1988.

Persons under the age of fifty-five (55) and more than eighteen (18) years of age may occupy and reside in a unit as long as at least one permanent occupant is fifty-five (55) years of age or older. Notwithstanding the language contained above, no person under the age of eighteen (18) 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 AGREEMENT ACT OF 1988.

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

- ** 4/11/84 O.R. 5736 PAGE 1655 (r) Not be allowed to occupy or to bring into the condominium unit any pet(s) including, but not limited to, a cat and/or dog. In the case of any pet(s) already residing in the unit; in the event said pet(s) die(s) or is (are) removed for any reason whatsoever hereafter, the owner cannot and may not be permitted to bring in another pet of any description to replace said pet(s). Small caged birds are specifically excluded from these restrictions.
- ** 4/11/84 O.R. 5736 PAGE 1655 (s) Not allow any pet(s) to walk upon or use the common property of the condominium.
- ** 4/11/84 O.R. 5736 PAGE 1656 (t) Not allow renters or visitors using his unit, without the unit owner being physically present, to keep a cat or dog or any other pet in the unit. When a unit owner is physically present, one pet not to exceed 20 pounds weight may visit for periods not to exceed a cumulative total of 30 pet-days in any 182 day period. The Board of Directors reserves the right to order the immediate removal of a pet creating any sort of disturbance whether it be olfactory, visual or auditory. The Board shall have the absolute right to order the immediate removal from the condominium property, including the unit involved, of any animal or creature that might endanger the health and well being of any person(s) lawfully upon the condominium property.
- ** 4/11/84 O.R. 5736 PAGE 1656 (u) Be responsible for all costs and reasonable attorney's fees resulting from the enforcement of each and every aforementioned obligation. Such costs and fees may be secured by a lien against the condominium unit involved and all interest therein owned by the member owners of the unit against which the lien is made and such lien shall arise in favor of TOWN SHORES OF GULFPORT NO. 215, INC. also known as Kenmore House.

21. PARKING SPACE: Owner is given the right to use his parking space for automobile parking only; the open parking space may from

time to time be assigned by the Board of Directors of the Association to a condominium unit, which assignment shall not be recorded among the public records. Any portion of the condominium property may be designated for parking spaces by the Board of Directors, which shall include, if necessary, the condominium property within the common elements which has been or is landscaped if the corporate sovereign having jurisdiction over said property requires, pursuant to zoning ordinances, additional parking area with reference to the number of condominium units within the condominium complex; except that the Board of Directors of the Association shall not have the authority to designate or relocate a covered parking space or area which has been designated for use to an owner by the Developer without first obtaining the written consent of the owner to whom said parking space has been assigned. The Board of Directors may from time to time, should they determine there be a need, change the open parking spaces assigned to the units provided that a unit always has a parking space. This provision is made in contemplation of the fact that from time to time one or more unit owners may be under a physical disability which would require the assignment of a parking space more convenient to his unit and to give the Association the power and flexibility to deal with such situation.

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

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

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

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

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

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

IN WITNESS WHEREOF, GEL-MET DEVELOPMENT CORP., a Florida corporation, has caused these presents to be signed by its proper officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

TOWN SHORES, LTD., BY
METRO COMMUNITIES CORPORATION
(formerly GEL-MET DEVELOPMENT
CORP.), General Partner

Suzanne Lehrer

By: Kurt T. Borowsky
Executive Vice President

Diana Tracy

Attest: R. L. Chambers
Assistant Secretary

For good and valuable considerations, the receipt whereof is hereby acknowledged, TOWN SHORES OF GULFPORT, NO. 215, INC. a Florida non-profit membership corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of the Declaration and all Exhibits hereto.

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

Signed, sealed and delivered
in the presence of:

TOWN SHORES OF GULFPORT, NO. 215, INC.

Suzanne Lehrer

By: Herman Geller
President

Diana Tracy

Attest: Ruth Luter
Treasurer

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY, That on this 28th day of January, 1975, before me personally appeared Kurt T. Borowsky and R. L. Chambers, as Executive Vice President and Assistant Secretary respectively of METRO COMMUNITIES CORPORATION (formally GEL-MET DEVELOPMENT CORP., General Partner of TOWN SHORES, LTD., to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation and of said Florida limited partnership..

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

Mary C. Taylor
Notary Public

Commission Expiration 7/8/75

Notary Public
SEAL

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY, that on the 28th day of January, 1975, before me personally appear Herman Geller and Ruth Luter, as President and Secretary, respectively of TOWN SHORES OF GULFPORT, NO. 215, INC., a non-profit corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

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

Mary C. Taylor
Notary Public

Commission Expiration 7/8/75

Notary Public
SEAL

S U R V E Y O R ' S C E R T I F I C A T E

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY, That on this date personally appeared before me, the undersigned authority, JOHN C. BRENDLA of JOHN C. BRENDLA AND ASSOCIATES, P.A., who, after being duly sworn as required by law, deposes and says:

1. That the plat of TOWN SHORES OF GULFPORT NO. 215, a condominium, is as attached to hereto, all being made a part of that certain Declaration of Condominium as Exhibit "D", and that the construction of the improvements described is sufficiently complete so that such material together with the wording of the Declaration, is a true and correct representation of the improvements described, and that there can be determined therefrom the identification, location, dimensions of the common elements and of each unit.

2. That from said survey and other documents recorded in said Declaration of Condominium of TOWN SHORES OF GULFPORT, NO. 215, INC., a Condominium, can be determined the location of each unit within the improvements as situated on the land.

3. That this Affidavit is given for compliance with Section 711.08 (1) (e) Florida Statutes, as amended (1974), and is and shall be made a part of the aforesaid Declaration of Condominium of TOWN SHORES OF GULFPORT NO. 215, INC, a condominium.

4. Further Affiant said not.

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

Sworn to and Subscribed before me this 28th day of January, 1975.

Barbara Hazeldief
Notary Public

Commission Expiration: 4/16/76

Notary Public
SEAL

BY-LAWS OF
TOWN SHORES OF GULFPORT, NO. 215, INC.
a Florida non-stock, non-profit membership corporation.

ARTICLE I.
GENERAL

Section 1. The name: The name of the Corporation shall be TOWN SHORES OF GULFPORT NO. 215, INC., a Condominium.

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

Section 3. Definition: As used herein, the term "Corporation" shall be the equivalent of "Association" as defined in the Declaration of Condominium of TOWN SHORES OF GULFPORT NO. 215, INC., a Condominium, and all other words as used herein shall have the same definitions as attributed to them in the aforesaid Declaration of Condominium.

Section 4. Identity: That in addition to the within By-Laws being the By-Laws of TOWN SHORES OF GULFPORT NO. 215, INC., a condominium, these By-Laws are established pursuant to Section II of the Florida Condominium Act, Chapter 711, Florida Statutes, as amended (1974), and are hereby annexed to and made a part of the Declaration of Condominium of TOWN SHORES OF GULFPORT, NO. 215, INC., a condominium.

ARTICLE II
DIRECTORS

** 2/4/87 O.R. 6420 PAGE 2112 Section 1. Number and Term: The number of Directors which shall constitute the whole Board of Administration shall not be less than five (5) nor more than seven (7). Until succeeded by Directors elected at the first annual meeting of members, Directors need not be members, thereafter all Directors shall be members. Within the limits above specified, the number of Directors shall be determined by the members at the annual meeting. The Directors shall be elected as hereinafter provided, and each Director shall be elected to serve for the term of two (2) years, or until his successor shall be elected and shall qualify. Such two year term shall be instituted by the elect of four (4) Directors, each to serve for a two (2) year term, on November 10, 1986, and on the date of the Annual Meeting as determined by By-Laws on each succeeding even numbered year thereafter. A zero ending shall be considered even. Three Directors shall be elected, each for a one (1) year term on the date of the Annual Meeting (November 10, 1986) and thenceforth three (3) Directors shall be elected, each for a two (2) year term, on all odd numbered years at the annual Meeting as determined by By-Laws for those years.

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

~~Section 3. Removal. Directors may be removed for cause by an~~
EXHIBIT "B"

affirmative vote of a majority of the members. No Director shall continue to serve on the Board, if, during his term of office, his membership in the Corporation shall be terminated for any reason whatsoever.

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

Herman Geller
Ruth Luter
Ann S. Parsons

Richard L. Chambers
Kurt T. Borowsky

who shall hold office and exercise all powers of the Board of Directors until the first membership meeting.....

(Balance of page 1528 and page 1529 refers to Developer turn over to the members and no longer applies.

Declaration of Condominium to be taken in connection with any action of the Corporation, the meeting and vote of members may be dispensed with if all of the members who have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

ARTICLE VI NOTICES

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

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

ARTICLE VII FINANCES

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

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

ARTICLE VIII SEAL

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

ARTICLE IX ESCROW ACCOUNT FOR REAL PROPERTY TAXES

The Association shall have the option of allowing its individual member to account for the real property taxes on their condominium parcels by making payment therefore direct to the Tax Collector in and

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

There shall not be more than eighty four (84) voting members at any one time and each may cast one (1) vote. A person who entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which he or it owns. Failure by all owners of any single condominium parcel to file the aforementioned written, sworn statement with the Secretary prior to a members' meeting will result in depriving such owners of a single condominium parcel of a vote at such meeting.

A membership may be owned by more than one owner, provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one person, all of the owners of such membership shall be entitled collectively to only one (1) voice or ballot in the management of the affairs of the Corporation in accordance with the Declaration of Condominium and the vote may not be divided between plural owners of a single membership.

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

ARTICLE V MEETING OF THE MEMBERSHIP

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

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

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

Section 4. Annual Meeting: The first annual meeting of the members of the corporation shall be held on the second Monday of November, 1976, unless sooner callable in accordance with the provisions of Article III of the Articles of Incorporation.

Regular meetings subsequent to 1976 shall be held on the second Monday of November of each succeeding year, if not a legal holiday, and if a legal holiday, then on the next secular day following.

Section 5. Special Meetings:

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

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

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

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

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

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

Section 9. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of the Statutes, or the Articles of Incorporation, or these By-Laws, or the

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

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

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

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

ARTICLE IV MEMBERSHIP

Section 1. There shall be no stock certificates issued by this Corporation. There shall be no more than eighty-four (84) members of this Corporation.

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

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

Section 9. Annual Budget: The Board may adopt the annual budget. The unit owners shall be given a copy of the proposed annual budget not less than thirty (30) days before the meeting held for the purpose of adopting the annual budget and also written notice of the time and place at which such meeting of the Board to consider the budget shall be held, and such meeting shall be open to the unit owners. If a budget is adopted by the Board which requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen (115%) percent of such assessments for the preceding year, upon written application of ten (10%) percent of the unit owners, a special meeting of the unit owners shall be held upon not less than ten (10) days written notice to each unit owner, but within thirty (30) days of the delivery of such application to the Board or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget, or recall any and all members of the Board and elect their successors. In either case, the revision of the budget or the recall of any and all members of the Board shall require a vote of not less than a majority of the whole number of votes of all unit owners. The Board may in any event propose a budget to the unit owners at a meeting of members or by writing, and if such budget or proposed budget be approved by the unit owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be reexamined by the unit owners in the manner hereinabove set forth nor shall the Board be recalled under the terms of this section. In determining whether assessments exceed one hundred fifteen (115%) percent of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis and there shall be excluded from such computation, assessment for betterments to the condominium property and reserves.

ARTICLE III OFFICERS

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

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

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

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

Section 5. The President:

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

B. He shall execute bonds, mortgages, and other contracts requiring a seal, under the seal by the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to other officers or agents of the corporation.

Section 6. The Secretary:

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

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

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

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

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

Section 8. The Treasurer:

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

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

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

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

Section 7. Meetings:

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

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

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

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

- A. Roll call.
- B. Reading of the Minutes of last meeting.
- C. Consideration of communications.
- D. Resignations and elections.
- E. Report of Officers and employees.
- F. Reports of Committees.
- G. Unfinished business.
- H. Original resolutions and new business.
- I. Adjournment.

Section 5. Powers: The property and business of the corporation shall be managed by the Board of Directors, who may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration to which these By-Laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following items:

A. To make and collect assessments and establish the time within which payment of same are due. Assessments shall be made against unit owners not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

B. To use and expend the assessments collected; to maintain care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners, including assessment for reserves or betterments.

C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

D. To enter into and upon the units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.

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

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

for Pinellas County, Florida; OR, in the alternative the Association shall provide for an escrow account for real property taxes in the following manner:

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

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

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

Upon owner's receipt of the real property tax bill, he shall present same to the Treasurer for payment. Upon presentation, the Treasurer shall inform the owner of any tax deficiency in order to pay the said taxes and in the event of a deficiency, the owner shall deposit forthwith said deficiency sum with the Treasurer. The Treasurer shall, within three (3) days of presentation, cause a draft to be issued from the account in the amount of the tax bill payment to the taxing authority. In the event of an overage accumulated deposit of escrow funds by any owner, the Treasurer, upon owner's request, shall cause a draft to be issued from said account payable to the owner and deliver same to the owner, provided that overage may only be claimed during the month of November and December, and after said owner's current real property tax bill has been paid in full.

In the event a condominium parcel owner does not present for payment a tax bill or evidence a paid-in-full real property tax bill for his parcel on or before March 15 of each year, then the Treasurer shall, without notice, cause a draft to be issued from said account, in the sum of the tax bill, if said owner has paid a like sum to the taxing authority for and on behalf of said owner. In the event said owner does not have sufficient escrow funds on hand to pay said taxes, the Treasurer shall issue an assessment against said owner for any deficiency amount, which assessment shall be payable within three (3) days of notification of same, and shall constitute and be considered a special assessment pursuant to and enforceable under the terms, conditions, and covenants of the Declaration of Condominium and these By-Laws.

The requirement for payment of escrow deposit as hereinabove stated shall be considered a special assessment levied upon the individual condominium parcel owner which shall be enforceable upon the same terms and conditions herein the owners default was for non-payment of any assessment required to be paid pursuant to the Declaration of Condominium.

Any interest earned on said escrow savings account shall be considered common surplus and be distributed in accordance with the Declaration of Condominium to those who have contributed to said escrow.

Any condominium parcel owner required to establish a separate escrow tax account by an institutional mortgagee holding a mortgage upon his parcel shall not be required to deposit to escrow funds as hereinafter set forth, provided the Treasurer is in receipt of a letter from said institution to the effect that said tax escrow account is being maintained in accordance with said institution's rules and regulations.

Each condominium unit owner shall be entitled to any benefits realized from homestead exemption for purposes of any State and County real property taxes prorata to his ownership of the said common elements as more particularly set forth in the said Declaration of Condominium, only in the event the Condominium parcel owner qualifies for said homestead exemption.

However, whichever option the Association approves by a 51% vote of its membership shall be controlling on all members.

ARTICLE X HOUSE RULES

In addition to the other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may be hereafter adopted by the Board of Directors, shall govern the use of the condominium units located on the property, and the conduct of all residents thereof.

A. The condominium units shall be used for residential purposes only.

B. Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property.

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

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

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

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

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

H. Owners in the walking of their dogs or cats shall only use

the area so designated as pet walking areas. The walking of pets shall be strictly prohibited on any other portion of the condominium property.

** 1/19/83 O.R. 5460 PAGE 2005-2007 ** I through MM.

** REPLACED BY AMENDMENT 4/3/89 O.R. 6969 PAGE 0405 I. Maintenance fees are due and are payable directly to Kenmore 215, Inc., by the first of each month in order to avoid late charges, interest, etc. The only exceptions to this may be payments made through trusts, financial institutions or special cases considered by the Board of Directors. The late charge may be up to \$10.00 and the interest the highest allowed by Florida law (as of date, 18%).

J. Apartments are to be used as a residence only. No business of any nature can be conducted or advertised.

** REPLACED BY AMENDMENT 4/3/89 O.R. 6969 PAGE 0405 K. One bedroom apartments are restricted to two (2) adults and two bedroom apartments to three (3) adults as permanent residents.

** REPLACED BY AMENDMENT 4/3/89 O.R. 6969 PAGE 0405 L. No persons under the age of eighteen (18) are permitted to live in Kenmore House on a permanent basis.

** 4/3/89 O.R. 6969 PAGE 0407 (L) 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 eighteen (18) years of age may occupy and reside in a unit as long as at least one permanent occupant is fifty-five (55) years of age or older. Notwithstanding the language contained above, no person under the age of eighteen (18) shall be allowed to permanently reside in or occupy a residence.

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

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

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

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

**** REPLACED BY AMENDMENT 4/3/89 O.R. 6969 PAGE 0405 M.** The Board recognizes the fact that children under the age of eighteen (18) will visit from time to time. These visits should be limited to a two (2) week duration unless otherwise cleared with the Board of Directors. In addition, it is imperative that these children be under strict adult supervision at all times when on Kenmore property.

N. Owners, renters, guests, and visitors are required to obtain and wear identification bracelets especially when utilizing pools or other recreational facilities.

O. Shirts/blouses, shorts and shoes shall be minimum attire about the premises except around the pool.

P. Any owner with intent to sell or rent his unit must give immediate notice to the Board of Directors. The Board must be given the full names and addresses of the prospective buyers or renters for their interview and investigation. The Board, after interview, will return written approval or disapproval within fifteen (15) days after interview.

**** REPLACE BY AMENDMENT 2/4/87 O.R. 6420 PAGE 2112 Q.** In order to maintain a home like atmosphere apartments may not be rented for a period of less than six months and one day and are subject to the same occupancy restrictions as permanent residents. In addition, only those persons specifically listed on the interview form used by TOWN SHORES OF GULFPORT #215, INC. may use the apartment on a permanent basis. (For the term of the lease.) No apartment or section thereof may be sublet, subleased or shared for any purpose.

**** REPLACED BY AMENDMENT 2/4/87 O.R. 6420 PAGE 2112 R.** An apartment may be rented out no more than two (2) times per year.

S. The Board of Directors must be advised when an apartment is to be loaned to family or friends giving names, number of occupants and period of time involved. A loan of two (2) weeks or more is considered as rental unless it can be shown to the satisfaction of the Board that the loan is to a blood relative.

T. Pets are prohibited as per our Articles of Condominium.

U. Displaying of commercial signs in windows or, unless approved by the Board of Directors, upon any portion of the building is prohibited.

V. Each apartment is assigned one parking space for a non-commercial vehicle. Trucks, campers, vans, trailers, motorcycles, boats and car washings are prohibited. Visitors must park passenger vehicles in guest spaces.

W. It is essential to park your car with the front wheels touching the bumper block unless it will cause damage to the vehicle.

X. Traffic control signs must be followed in and around our parking area as well as throughout the complex. Motorists must not back out of parking lot.

Y. Bathing apparel, laundry, etc. must not be draped over railings or in any public area.

Z. Shaking of rugs, mops or dust cloths over railings is prohibited.

AA. Do not dispose of cigarettes, cigars or matches along walkways, on stairs or in stairwells or in elevator. Do not use sand urns in lobbies for your scrap paper, empty cans or other refuse.

BB. Fire laws prohibit placing of any object along walkways, on stairs or in stairwells that could cause a safety hazard.

CC. Flammable liquids and soiled rags must not be stored in storage rooms.

DD. No house furniture may be placed in storage rooms.

EE. Accidental spillage or staining of walkways and lobbies is the responsibility of those who do the spilling or staining and should be cleaned up by those causing it.

FF. Sink disposal units are for garbage. Trash suitably wrapped or contained goes into trash bins or down chutes. Liquid fats should be in sealed containers and hand placed in trash bins. Glass of any sort should not be thrown down chute.

GG. Use only low sudsing detergents in laundry and leave rooms in a clean and tidy condition.

HH. No changes, additions or alterations to the outside of any apartment shall be made without prior approval of the Board of Directors.

II. Please control loud noise or other annoyances especially at a late hour.

JJ. Moving into or out of any apartment is prohibited between 9 P.M. and 7 A.M unless under emergency conditions.

KK. Owners must promptly inform the Board of Directors of any change in their post office address.

LL. I, _____ (signature of owner or renter _____), agree to be responsible for any damages to the building, elevator, etc. caused by myself or my agents during the moving or removing of any furniture, etc. into or out of my apartment # _____, Kenmore Building #215, Inc., 2850 59th St. S., Gulfport, Florida.

MM. Finally, we ask that all residents show the maximum consideration for those around them so that we may all live in Kenmore harmoniously.

ARTICLE XI
DEFAULT

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

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

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

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

In the event legal action is brought against a condominium parcel owner, the losing litigant shall pay the other party's reasonable attorney's fee and court costs. Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance,

regardless of the harshness of the remedy available to the Corporation and regardless of the availability of the other equally adequate legal procedures. It is the intent of all owners of condominium parcels to give to the Corporation a method of procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from owners of condominium parcels and to preserve each owner's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XII LIABILITY IN EXCESS OF INSURANCE COVERAGE

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

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

ARTICLE XIII REGISTERS

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

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

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

ARTICLE XIV SURRENDER

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

**ARTICLE XV
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 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 that notice of said membership meeting has been given in accordance with these By-Laws and that the notice as aforesaid contained a full statement of the proposed amendment. No modification or amendment to the By-Laws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium.

**ARTICLE XVI
CONSTRUCTION**

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

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

STATE OF FLORIDA

DEPARTMENT OF STATE



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

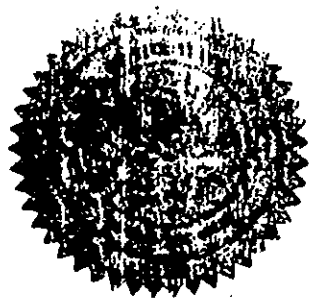
CERTIFICATE OF INCORPORATION

OF

TOWN SHORES OF GULFPORT, NO. 215, INC.

a corporation not for profit organized and existing under the Laws of the State of Florida, filed on the 21st day of May, A.D., 1974, as shown by the records of this office.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 22nd day of May, A.D., 1974.



SECRETARY OF STATE

FILED 5/21/74
Secretary of State
Tallahassee, Fl.

** AMENDED AND FILED 1/29/75
O.R. 4258 PAGES 1553-1567
as follows:

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. 215, INC., A CONDOMINIUM

II.

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

TOWN SHORES OF GULFPORT NO. 215,

and the land on which said building shall be located being more particularly described in the Declaration of Condominium thereto; and to erect such additional buildings and structures on said real estate as the corporation may deem best, and to transact all business necessary and proper in connection with the operation of said property for the mutual benefit of its members; to operate said property for the sole use and benefit of its members, without attempting to make any profit or other gains for the corporation; and to perform any other act for the well being of member residents,

O.R. 4258 PAGE 1545

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

TOWN SHORES, LTD., a Florida Limited Partnership, 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.

C. Initially, such five (5) 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 unit owners other than the Developer own fifteen (15%) percent.....

The balance of Amendment to III., C, D, E, E(1), E(2), F, F(1), F(2), F(3), F(4), F(5), G, H, I, J, K, L, M, N, O, and P refer to Developer turn over to the members, Developer Board Members, etc. They are omitted as they are non-applicable.

(Q) The By-Laws of this corporation may not change or alter this Article.

IV.

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

V.

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

Herman Geller	3135 59th Street South Gulfport, Fl. 33703
Richard L. Chambers	1321 U.S. 19 South Clearwater, FL. 33520
Stephen S. Kaplan	1321 U.S. 19 South Clearwater, Florida 33520
Ruth Luter	8151 54 Avenue North St. Petersburg, Fl. 33709
Kurt T. Borowsky	1321 U.S. 19 South Clearwater, Fl. 33520

VI.

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

VII.

The business of the Corporation shall be conducted by a Board of Directors, referred to sometimes herein as the Board of Administration, 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	1321 U.S. 19 South Clearwater, FL. 33520	Vice Pres/Treas and Director
Ruth Luter	8151 54 Avenue North St. Petersburg, Fl. 33709	Secretary and Director
Stephen S. Kaplan	1321 U.S. 19 South Clearwater, Fl. 33520	Director
Kurt T. Borowsky	1321 U.S. 19 South Clearwater, Fl. 33520	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
----------------	--

VIII.

The By-Laws of the Corporation are to be made, altered or rescinded by the three-fourths (3/4) vote of the members of this corporation save and except as provided for in the Declaration of Condominium of TOWN SHORES OF GULFPORT NO., 215, INC., a Condominium, recorded among the Public Records of Pinellas County, Florida, as it pertains to correcting errors and/or omission in the Declaration of Condominium or in any other documentation required by law to establish the condominium form of ownership.

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 amendment shall be effective unless adopted pursuant to Article VIII or Article XI of these Articles of Incorporation.

X.

Section 1. The members of the Association shall consist of all of the record owners of condominium parcels in the condominium.

Section 2. After receiving approval as required by the Declaration of Condominium, a change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing record title to a condominium parcel in the condominium and the certificate as required showing said approval. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

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

** 4/3/89 O.R. 6969 PAGE 0408 Section 4. 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, as set forth in the Articles, for as many persons as there are Directors to be elected.

Section 5. A membership may be owned by more than one owner provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one person, all of the owners of such membership shall be entitled collectively to only one (1) vote or ballot in the management of the affairs of the Corporation in accordance with the Declaration of Condominium, and the vote may not be divided between plural owners of a single condominium.

Section 6. The members of this Corporation shall be subject to assessment for the costs and expenses of the Corporation in operating the multi-unit building, in accordance with the Declaration of Condominium, these Articles of Incorporation, and the By-Laws of the corporation. The By-Laws of the corporation may not change or alter this Section 6, Article X.

O.R. 4258 PAGE 1549.

Section 7. This corporation shall not be operated for profit, no dividends shall be paid, and no part of the income of the corporation shall be distributed to its members, Directors, or officers.

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

Section 9. Any matter of controversy or dispute between members or between a member and the Corporation shall be settled by arbitration in accordance with the rules provided therefore by the American Arbitration Association and the Statutes of the State of Florida.

Section 10. The members of 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.

These Articles of Incorporation may not be amended, altered, modified, changed or rescinded by a vote of less than three-fourths (3/4) of the then present members of the corporation, which may be accomplished at any regular or special meeting of the corporation, provided that written notice of the proposed change shall have been mailed to each member of the corporation fourteen (14) days prior to said meeting of the corporation, provided however, that no such alteration, amendments, modifications, change or rescission of Article II hereinabove, and of Section 6, 7, 8 and 10 of Article X, 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, life insurance company, federal savings and loan association, institutional investor, mortgage bankers, and/or a real estate investment trust authorized to transact business in the State of Florida.

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XII.

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

XIII.

In the event this Corporation shall become dormant, inactive and fail to perform its duties and carry out its contractual covenants and conditions as set forth herein, together with those matters required to be performed of this Corporation in accordance with the Declaration of Condominium, and all matters in connection therewith, then the said Corporation shall revert back to the original incorporators or their designated attorney-in-fact for purposes of reactivating said Corporation by electing new officers and Directors of this condominium as provided for in 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 17th day of May, 1974.

Herman Geller

Richard Chambers

Ann S. Parsons

Carl G. Parker, Resident Agent

STATE OF FLORIDA)
) SS.
COUNTY OF PINELLAS)

Before me, the undersigned authority, personally appeared Herman Geller, Richard L. Chambers, Ann S. Parsons, 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. 215, 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 17th day of May, 1974.

Linda B. Dresirtson

Notary Public

My Commission Expires:

7/1/77

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 Kurt T. Borowsky and Richard L. Chambers, who after being duly sworn as required by law, deposes and says:

1. That Kurt T. Borowsky is Executive Vice President, and Richard L. Chambers is Assistant Secretary of Metro Communities Corporation, a Florida Corporation.

2. That as such officers of METRO COMMUNITIES CORPORATION, A Florida Corporation, they have 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., 215, INC., a Condominium, and hereby consents to the use of the said corporate 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. 215, INC., Condominium, as though set forth in full therein.

Further Affiant saith not.

Kurt T. Borowsky, Executive Vice
President

Richard L. Chambers, Assistant
Secretary

Sworn to and subscribed before me this
17th day of May, 1974.

Linda B. Dresirtson
Notary Public

Notary Public
SEAL

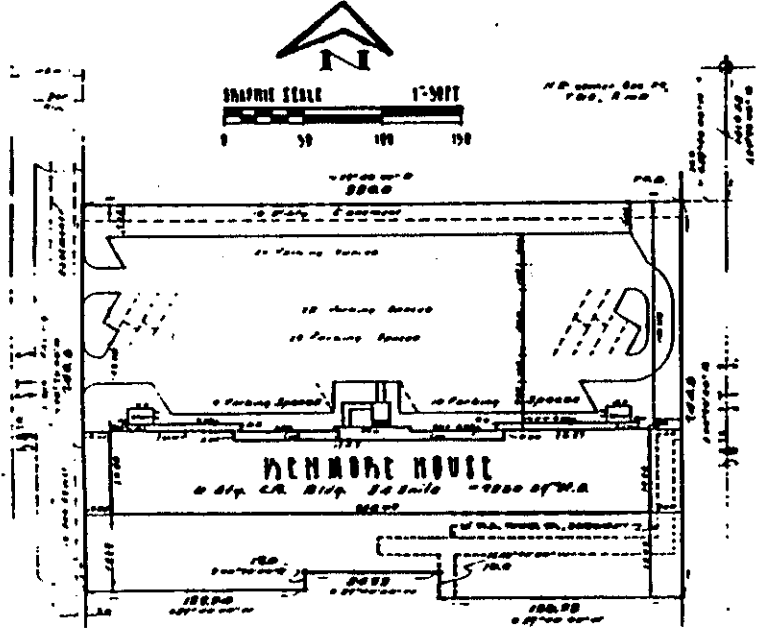
My Commission Expires:
7/1/77

TOWN SHORES OF GULFPORT N'215

A CONDOMINIUM

Description

From the Northwest corner of Section 29, Township 24 North, Range 18 East, run South 00°10'00" West, 2000 feet to the East boundary of said Section 29; thence South 07°40'00" West, 2000 feet to the Point of Beginning thence South 00°10'00" East, 1942.50 feet; thence South 07°40'00" West, 1500.00 feet; thence North 00°10'00" East, 1942.50 feet; thence South 07°40'00" West, 1500.00 feet; thence North 00°10'00" East, 1700.00 feet; thence South 07°40'00" West, 1500.00 feet; thence North 00°10'00" East, 1700.00 feet; thence South 07°40'00" West, 1500.00 feet; thence North 00°10'00" East, 1700.00 feet to the Point of Beginning. Subject to such easements that may be noted for utilities and access which are dedicated for the use of Conoco, Mannesmann or General, Inc., a Florida corporation, for such use as may be required and for use of telephone, power, and gas companies as they may require. Containing 2000 Approximate acres.



The undersigned hereby certifies that the description and plans of the Condominium Property set out in sheets 1, 2 and 3 of these drawings are correct representations of the improvements described and that there can be determined therefrom the identification, location, dimensions, the common elements and size of each unit.

[Signature]
 Registered Land Surveyor
 No. 110
 State of Florida

Dedication

Know all men by these presents, that we, Ross T. Rosemont and R.L. Conroy, Sr., Executive Vice President and Assistant Secretary, respectively, of Marine Communities Corporation, a Florida corporation, (formerly known as GULFPORT DEVELOPMENT CORP., a Florida Corporation), general partner of Town Shores, Ltd., a Florida Limited Partnership, Arbor Office Center, A Bldg. 1321 W.S. 19 South, Clearwater, Florida, have caused the land described in the plat to be surveyed, laid out and platted as TOWN SHORES OF GULFPORT, NO. 215, a condominium, and that any right, way for ingress and egress as shown and noted herein shall be for the common use of the condominium and the improvements therein and Town Shores, Ltd., Marine Communities Corp., Civil Management or Gulfport, Inc., and for the condominium units of Town Shores of Gulfport, Nos. 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, and whether such units of Town Shores of Gulfport condominium complete hereinafter stated, their heirs, successors and assigns of any grants from said corporation.

Witnessed by

[Signature] Ross T. Rosemont, General Partner
[Signature] R.L. Conroy, Sr., Assistant Secretary

State of Florida
 County of Pinellas
 I hereby certify that on this 22nd day of January, A.D. 1977, before me personally appeared Ross T. Rosemont and R.L. Conroy, Sr., Executive Vice President and Assistant Secretary, respectively, of Marine Communities Corporation, a Florida corporation, (formerly known as GULFPORT DEVELOPMENT CORP., a Florida Corporation), general partner of Town Shores, Ltd., a Florida Limited Partnership, Arbor Office Center, A Bldg. 1321 W.S. 19 South, Clearwater, Florida, to me known to be the persons described in and who executed the foregoing Declaration and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein contained and that they affixed thereto the official seal of said corporation, or the seal instrument is the act and deed of said corporation, witnessed my signature and official seal at St. Petersburg, in the County of Pinellas, and the State of Florida, the day and year last above said.

[Signature]
 Notary Public
 My Commission Expires August 30, 1977

Prepared By
JOHN C. BRENDA J. ASSOCIATES, P.A.
 CONSULTING ENGINEERS AND LAND SURVEYORS
 1400 FOURTH STREET SOUTH - ST. PETERSBURG, FLA.

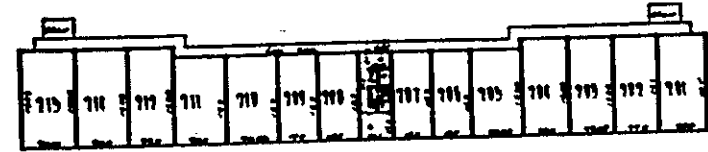
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TOWN SHORES OF GULFPORT N'215

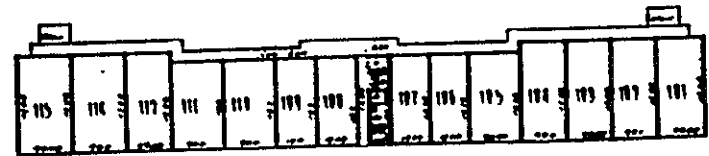
A CONDOMINIUM



THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

6 th Floor Elev 28.00	Ceiling Elev 28.00
5 th Floor Elev 27.00	Ceiling Elev 27.00
4 th Floor Elev 26.00	Ceiling Elev 26.00
3 rd Floor Elev 25.00	Ceiling Elev 25.00
2 nd Floor Elev 24.00	Ceiling Elev 24.00
1 st Floor Elev 23.00	Ceiling Elev 23.00

TYPICAL ELEVATION

Scale 1"=10'

- NOTE:
- 1 - Stair
 - 2 - Storage
 - 3 - Elevator
 - 4 - Elevator Shaft
 - 5 - Laundry
 - 6 - Balcony
 - 7 - Deck
 - 8 - Trash

Mean Sea Level - 000 Elev

Prepared By
JOHN C. BRENDA & ASSOCIATES, P.A.
 CONSULTING ENGINEERS AND LAND SURVEYORS
 1409 FOURTH STREET SOUTH - ST. PETERSBURG, FLA.

TOWN SHORES OF GULFPORT N°215

A CONDOMINIUM



Notes:

- - Elevator
- - Stair
- - Storage
- - Corridor
- - Lobby
- - Balcony



SIXTH FLOOR



FIFTH FLOOR



FOURTH FLOOR

Unit Number	Living Area Percentage Per Unit
415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431	100%
515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531	100%
615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631	100%

Prepared By
JOHN L. BRENDA J ASSOCIATES, P.A.
 CONSULTING ENGINEERS AND LAND SURVEYORS
 1409 FOURTH STREET SOUTH - ST. PETERSBURG, FLA

STATE OF FLORIDA

DEPARTMENT OF STATE



I, **BRUCE A. SMATHERS**, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of

Certificate of Amendment to Certificate of Incorporation of **TOWN SHORES OF GULFPORT, NO. 215, INC.**, A CONDOMINIUM, a corporation not for profit, organized and existing under the laws of the State of Florida, amending **ARTICLES III, V, VII, IX, X, XI, and XII**, filed on the 29th day of January, A. D., 1975, as shown by the records of this office.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 29th day of January, A.D., 1975



Bruce A. Smathers
 SECRETARY OF STATE

CLEARING HOUSE

JAN 19 12 27 PM '93 83010994

01 Cash 11 Chg
 40 Rec 31.000
 41 CS
 42 Int
 Tot 21.000

CERTIFICATE OF AMENDMENT
 TO THE
 DECLARATION OF CONDOMINIUM
 OF

TOWN SHORES OF GULFPORT NO. 215, INC., A Condominium

NOTICE IS HEREBY GIVEN that the Declaration of Condominium for TOWN SHORES OF GULFPORT NO. 215, INC., a Condominium, as originally recorded in Official Records Book 4258, page 1493 et seq., in the Public Records of Pinellas County, Florida, be and the same is hereby amended, pursuant to the procedures set forth in said Declaration of Condominium for amendment thereof, as set forth herein:

1. That paragraph 18, (a) and paragraph 18, (b) be amended to read as follows:

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

In the event the Board of Directors of the Association and the Maintenance Company disapproves the proposed sale, conveyance or transfer, and a member shall still desire to consummate such sale, conveyance or transfer, he shall, thirty (30) days before such sale, conveyance or transfer, give written notice to the Secretary of the Association and the Maintenance Company of his intention to sell, convey or transfer on a certain date, together with a copy of the contract setting forth the terms thereof and price; said price, however, shall not exceed the fair market value of said condominium parcel. If a dispute arises as to the definition of fair market value, it shall be resolved as provided for hereinafter. The Association and the Maintenance Company shall promptly notify the members of the Association of the date, price and terms. Any member of the Association or the Maintenance Company shall have the right first over the prospective purchaser to accept such sale or transfer on the terms contained in the notice, provided that he shall so notify the Secretary of the Association or the Maintenance Company, in writing, of the acceptance, at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the Secretary of the Association or the

Condominium Plats pertaining hereto are filed in Condominium Plat Book _____ Page _____.

15. (a)
 (amended)

Maintenance-Company ten (10%) percent of the purchase price as a good faith deposit, which information and notice of deposit the Association ~~or the Maintenance-Company~~ shall promptly forward to the owner. In the event no members of the Association ~~or the Maintenance-Company~~ accept first right of purchase as aforesaid, then the Association ~~and/or the Maintenance-Company~~ must either approve the transaction or furnish a purchaser approved by the Association ~~and/or the Maintenance-Company~~ who will accept the transaction upon the terms and conditions contained in the notice, provided the Association ~~and/or the Maintenance-Company~~, at least ten (10) days before the date of the intended sale or transfer, notify the owner that a purchaser has been furnished and that said purchaser has deposited ten (10%) percent of the purchase price with the Association ~~or the Maintenance-Company~~ as a good faith deposit for the intended sale. In the event the member giving notice received acceptance from more than one member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice receives no written notice from any member of the Association ~~or the Maintenance Company~~, accepting the price and terms of the proposed sale or transfer, on or before ten (10) days before the date given in the notice as the date of sale or transfer, then that member may complete the sale or transfer on the day and at the price and the terms given in his notice, but on no other day or at no other price or terms without repeating the procedure outlined above. In the event the member makes a sale or transfer without first complying with the terms hereof, any other member ~~or the Maintenance-Company~~ shall have the right to redeem from the purchaser, according to the provisions hereof. The said redemption rights shall be exercised by reimbursing the purchaser for the monies expended as shown on the contract for purchase of a condominium parcel, which shall not exceed the fair market value, and immediately after such reimbursement, said purchaser or transferee shall convey his right, title and interest to the member ~~or the Maintenance-Company~~ making the redemption.

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

An affidavit of the Secretary of the Association stating that the Board of Directors of the Association ~~and the Maintenance-Company~~ were was given proper notice on a certain date of a proposed sale or transfer and that the Board of Directors of the Association ~~and the Maintenance-Company~~ disapproved or failed to act on such proposed sale or transfer, and that thereafter, all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a condominium parcel have been complied with and that the sale or transfer of a particular condominium parcel to a particularly named person does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the persons' title to such condominium parcel sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms and on the date stated in the notice given to

the Secretary, but one hundred eighty (180) days after the date of the notice of the Board of Directors of the Association and the Maintenance Company, as stated in the affidavit, the redemption rights herein afforded the members of the Association and the Maintenance Company shall terminate.

In case of the death of the owner of a condominium parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel; and if such surviving spouse or other member or members of the deceased owner's family shall have succeeded to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of this condominium parcel to some designated person other than the surviving spouse or members of his family as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida, the condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforescribed, the Board of Directors of the Association and the Maintenance Company shall within thirty (30) days notice, served upon the President or any other officers of the Association and the Maintenance Company, of proper evidence of rightful designation of such devisee of decedent, express their refusal or acceptance of the individual so designated as owner of the condominium parcel. If the aforesaid Board of Directors of the Association and the Maintenance Company shall consent, in writing, ownership of the condominium parcel may be transferred to the person so designated, who shall thereupon become the owner of the condominium parcel, subject to the provisions of this enabling Declaration and the By-Laws of the Association. If, however, the Board of Directors of the Association and/or the Maintenance Company shall refuse to consent, then the members of the Association and the Maintenance Company shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase, for cash, the said condominium parcel at the then fair market value thereof.

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

~~Wherein, in this paragraph 18, reference is made to the Maintenance Company when the Service and Maintenance Agreement, or any extension thereof, has expired, it will not be necessary to obtain the consent or approval of the said Maintenance Company in connection with any future conveyances, sales and transfers.~~

(b) Rental or Lease: A condominium parcel shall not be leased or rented without the prior written approval of the Association, and the terms and conditions of said Lease are subject to the approval of the Board of Directors of the Association ~~and the Maintenance Company~~. The Board of Directors shall have the right to require that a substantially uniform form of Lease be used.

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

TOWN SHORES OF GULFPORT NO. 215,
INC., a Condominium

By: _____
President

Attest: _____
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA }
COUNTY OF PINELLAS } ss:

I HEREBY CERTIFY that on the 5th day of January,
1983, before me personally appeared John E. Phillips and
Sam Goldman, President and Secretary respectively

of TOWN SHORES OF GULFPORT NO. 215, Inc., a Condominium, to me
known to be the persons described in and who executed the foregoing
instrument and acknowledged the execution thereof to be their free
act and deed as such officers for the uses and purposes therein
mentioned.

WITNESS my hand and official seal in the County and State
aforesaid, this day and year last above written.

Sam Goldman
Notary Public

My Commission Expires:

83010995

9.00
9.00

CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF

TOWN SHORES OF GULFPORT NO. 215, INC., A Condominium

NOTICE IS HEREBY GIVEN that the Declaration of Condominium for TOWN SHORES OF GULFPORT NO. 215, INC., a Condominium, as originally recorded in Official Records Book 4258, page 1493 et seq., in the Public Records of Pinellas County, Florida, be and the same is hereby amended, pursuant to the procedures set forth in said Declaration of Condominium for amendment thereof, as set forth herein:

1. That paragraph 20, (1) be amended to read as follows:

(1) Not be permitted to water lawn, plants or the shrubbery without prior permission of Board of Directors.

CLERK CIRCUIT COURT
JAN 19 12 27 PM '83

Prepared by:

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN
CONDOMINIUM PLAT BOOK _____ Page _____.

20.(a)
(amended)

TOWN SHORES OF GULFPORT NO. 215,
INC., a Condominium

By: _____
President

Attest: _____
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA }
COUNTY OF PINELLAS } ss:

I HEREBY CERTIFY that on the 5th day of January,
1983, before me personally appeared _____
John E. Phillips and
Sam Goldman, President and Secretary respectively

of TOWN SHORES OF GULFPORT NO. 215, Inc., a Condominium, to me
known to be the persons described in and who executed the foregoing
instrument and acknowledged the execution thereof to be their free
act and deed as such officers for the uses and purposes therein
mentioned.

WITNESS my hand and official seal in the County and State
aforesaid, this day and year last above written.

John E. Phillips
Notary Public

My Commission Expires:

Notary Public

Handwritten notes at the top of the page.

CLERK CIRCUIT COURT

83010996

D.R. 5460 PAGE 2003

JAN 19 12 27 PM '83

01 Cash 14.00
40 Rec: 9.00
41 DS
43 Int:
TD: 9.00

CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF

TOWN SHORES OF GULFPORT NO. 215, INC., A Condominium

NOTICE IS HEREBY GIVEN that the Declaration of Condominium for TOWN SHORES OF GULFPORT NO. 215, INC., a Condominium, as originally recorded in Official Records Book 4258, page 1493 et seq., in the Public Records of Pinellas County, Florida, be and the same is hereby amended, pursuant to the procedures set forth in said Declaration of Condominium for amendment thereof, as set forth herein:

1. That paragraph 27 introductory section headed SERVICE AND MAINTENANCE AGREEMENT: be amended to read as follows:

Simultaneously with the execution of this Declaration and the adoption of the By-Laws, the Association by and through its original Board of Directors and officers has entered into an agreement with the Maintenance Company entitled "Service and Maintenance Agreement". ~~Amendment or revision of such Service and Maintenance Agreement shall not require the procedures for an amendment or change to this Declaration or to the By-Laws and may be accomplished by expression thereof executed by the Board of Directors of the Association and the Maintenance Company with the formality required for deed and duly filed among the public records of Pinellas County, Florida.~~ Board of Directors, Town Shores of Gulfport No. 215, Inc., must have permission by a 75% positive vote of all unit owners, to increase costs of above "Service and Maintenance Agreement" or to enter into any other "Service and Maintenance" contracts or agreements with Coral Management of Gulfport, Inc. or Metrocare, Inc. or any subsidiary of Coral Management of Gulfport, Inc. or Metrocare, Inc. Each apartment owner, his heirs, successors and assigns, shall be bound by the Service and Maintenance Agreement to the same extent and effect as if he had executed said Service and Maintenance Agreement for the purposes herein expressed including, but not limited to:

This instrument was prepared by:
Name _____
Address _____

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK _____ Pages _____.

TOWN SHORES OF GULFPORT NO. 215,
INC., a Condominium

By: _____
President

(CORPORATE SEAL)

Attest: _____
Secretary

STATE OF FLORIDA)
) ss:
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on the 5th day of January,
1983, before me personally appeared John E. Phillips and

Sam Goldman, President and Secretary respectively

of TOWN SHORES OF GULFPORT NO. 215, Inc., a Condominium, to me
known to be the persons described in and who executed the foregoing
instrument and acknowledged the execution thereof to be their free
act and deed as such officers for the uses and purposes therein
mentioned.

WITNESS my hand and official seal in the County and State
aforesaid, this day and year last above written.

John E. Phillips
Notary Public

My Commission Expires:

01 Cash 21 Chg
40 Rec 17.00
41 DS
43 Int
Tot 17.00

Kenneth D. ...
CLERK CIRCUIT COURT
JAN 19 12 27 PM '03

O.R. 5460 PAGE 2005

83010997

CERTIFICATE OF AMENDMENT

15 15498742 70 1. 19JAB3
90 17.00
0 17.00 CA

TO THE

BY-LAWS OF

TOWN SHORES OF GULFPORT NO. 215, INC., A Condominium

NOTICE IS HEREBY GIVEN that the By-Laws for TOWN SHORES OF GULFPORT NO. 215, INC., a Condominium, as originally recorded in Official Records Book 4258, page 1527 et seq., in the Public Records of Pinellas County, Florida, be and the same is hereby amended, pursuant to the procedures set forth in said By-Laws for amendment thereof, as set forth herein:

1. That ARTICLE X entitled HOUSE RULES be amended to include items I through MM as listed below:

I. Maintenance fees are due and are payable directly to Kenmore 215 Inc. by the first of each month in order to avoid late charges, interest, etc. The only exceptions to this will be payments made through trusts, financial institutions or special cases considered by the Board of Directors. The late charge may be up to \$5.00 and the interest the highest allowed by Florida law (as of date, 18%).

J. Apartments are to be used as a residence only. No business of any nature can be conducted or advertised.

K. One bedroom apartments are restricted to two (2) adults and two bedroom apartments to four (4) adults as permanent residents.

L. No children under the age of sixteen (16) are permitted to live in Kenmore House on a permanent basis.

M. The Board recognizes the fact that children under the age of fourteen (14) will visit from time to time. These visits should be limited to a two (2) week duration unless otherwise cleared with the Board of Directors. In addition, it is imperative that these children be under strict adult supervision at all times when on Kenmore property.

N. Owners, renters, guests, and visitors are required to obtain and wear identification bracelets especially when utilizing pools or other recreational facilities.

O. Shirts/blouses, shorts and shoes shall be minimum attire about the premises except around the pool.

P. Any owner with intent to sell or rent his unit must give immediate notice to the Board of Directors. The Board must be given the full names and addresses of the prospective buyers or renters for their interview and investigation. The Board, after interview, will return written approval or disapproval within fifteen (15) days after interview.

Q. Apartments may not be rented for a period of less than three (3) months and are subject to the same occupancy restrictions as permanent residents.

R. An apartment may be rented out no more than three (3) times per year.

This instrument was prepared by:
Name SAM GOLDMAN (SECRETARY)
Address 2812-59TH ST. S. # 604
GULFPORT, FL 33707
BY TOY

S. The Board of Directors must be advised when an apartment is to be loaned to family or friends giving names, number of occupants and period of time involved. A loan of two (2) weeks or more is considered as rental unless it can be shown to the satisfaction of the Board that the loan is to a blood relative.

T. Pets are prohibited as per our articles of condominium.

U. Displaying of commercial signs in windows or, unless approved by the Board of Directors, upon any portion of the building is prohibited.

V. Each apartment is assigned one parking space for a non-commercial vehicle. Trucks, campers, vans, trailers, motorcycles, boats and car washings are prohibited. Visitors must park passenger vehicles in guest spaces.

W. It is essential to park your car with the front wheels touching the bumper block unless it will cause damage to vehicle.

X. Traffic control signs must be followed in and around our parking area as well as throughout the complex. Motorists must not back out of parking lot.

Y. Bathing apparel, laundry, etc. must not be draped over railings or in any public area.

Z. Shaking of rugs, mops or dust cloths over railings is prohibited.

AA. Do not dispose of cigarettes, cigars or matches along walkways, on stairs or in stairwells or in elevator. Do not use sand urns in lobbies for your scrap paper, empty cans or other refuse.

BB. Fire laws prohibit placing of any object along walkways, on stairs or in stairwells that could cause a safety hazard.

CC. Flammable liquids and soiled rags must not be stored in storage rooms.

DD. No house furniture may be placed in storage rooms.

EE. Accidental spillage or staining of walkways and lobbies is the responsibility of those who do the spilling or staining and should be cleaned up by those causing it.

FF. Sink disposal units are for garbage. Trash suitably wrapped or contained goes into trash bins or down chutes. Liquid fats should be in sealed containers and hand placed in trash bins. Glass of any sort should not be thrown down chute.

GG. Use only low sudsing detergents in laundry and leave rooms in a clean and tidy condition.

HH. No changes, additions or alterations to the outside of any apartment shall be made without prior approval of the Board of Directors.

II. Please control loud noise or other annoyances especially at a late hour.

JJ. Moving into or out of any apartment is prohibited between 9 P.M. and 7 A.M. unless under emergency conditions.

KK. Owners must promptly inform the Board of Directors of any change in their post office address.

LL. I, (signature of owner or renter), agree to be responsible for any damages to the building, elevator, etc. caused by myself or my agents during the moving or removing of any furniture, etc. into or out of my apartment # NA, Kenmore Building #215 Inc., 2850 59th St. S., Gulfport, Florida.

MM. Finally, we ask that all residents show the maximum consideration for those around them so that we may all live in Kenmore harmoniously.

TOWN SHORES OF GULFPORT NO. 215,
INC., a Condominium

By: John E. Phillips
President

Attest: Sam Goldman
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA }
COUNTY OF PINELLAS } ss:

I HEREBY CERTIFY that on the 5th day of January,
1983, before me personally appeared John E. Phillips and
Sam Goldman, President and Secretary respectively

of TOWN SHORES OF GULFPORT NO. 215, Inc., a Condominium, to me
known to be the persons described in and who executed the foregoing
instrument and acknowledged the execution thereof to be their free
act and deed as such officers for the uses and purposes therein
mentioned.

WITNESS my hand and official seal in the County and State
aforesaid, this day and year last above written.

Luc J. Wareham
Notary Public

My Commission Expires:

Kas... Clerk Circuit Court

CLERK CIRCUIT COURT

Apr 11 12 48 PM '84

CERTIFICATE OF AMENDMENT

TO THE

14 1957 1245 72

1. 11AL84

DECLARATION OF CONDOMINIUM

90
TOTAL

13.00
13.00 CASH

OF

TOWN SHORES OF GULFPORT NO. 215, INC., A Condominium

NOTICE IS HEREBY GIVEN that the Declaration of Condominium for TOWN SHORES OF GULFPORT NO. 215, INC., a Condominium, as originally recorded in Official Records Book 4258, page 1493 et seq., in the Public Records of Pinellas County, Florida, be and the same is hereby amended, pursuant to the procedures set forth in said Declaration of Condominium for amendment thereof, as set forth herein:

1. That paragraph 20, (q), paragraph 20, (r) and paragraph 20, (s) be amended to read as follows:

¹⁸ (q) Not allow any children under the age of ^{EIGHTEEN} ~~fourteen~~ ^(Amended 90) ~~(14)~~ years to reside on the premises except as permitted by the regulations established by the Association; provided that visitation rights of children fourteen (14) years or under shall be permitted from time to time under the regulations established and promulgated by the Association. Said visitations shall not exceed a cumulative total of 90 days out of a one year period and such cumulative total shall be made up of increments of not more than 15 days in any calendar month period. Any occupation of the premises by a fourteen (14) year old or younger child for more than 30 consecutive days shall be deemed to be permanent residency and is prohibited. Such one year period shall begin June 1st and end May 31st of the following calendar year. The Board of Directors may, at its discretion, review cases where a hardship may be caused and extend such time without prejudicing the Board's rights and prerogatives in any manner whatsoever.

~~(r) Be-allowed-to-initially-occupy-the-condominium unit-with-a-pet,--in-the-event-said-pet-dies-thereafter,-the owner-cannot-and-shall-not-be-permitted-to-replace-said-pet,~~ Not be allowed to occupy or to bring into the condominium unit any pet(s) including, but not limited to, a cat and/or dog. In the case of any pet(s) already residing in the unit; in the event said pet(s) die(s) or is (are) removed for any reason whatsoever hereafter, the owner cannot and may not be permitted to bring in another pet of any description to replace said pet(s). Small caged birds are specifically excluded from these restrictions.

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

CONDOMINIUM (Original condominium plats pertaining hereto are filed in Plat Book 20 Page No. 102-104)

01 Rec 11 Ctr
40 Rec 13.00
41 DS
43 Int
Tot 13.00

RETURN TO: SAM GOLDMAN
2850 59TH ST. S. #604
GULFPORT, FL 33707

20. (a)
(amended)

2. That paragraph 20 be amended to include section (t) and section (u) as follows:

(t) Not allow renters or visitors using his unit, without the unit owner being physically present, to keep a cat or dog or any other pet in the unit. When a unit owner is physically present, one pet not to exceed 20 pounds weight may visit for periods not to exceed a cumulative total of 30 pet-days in any 182 day period. The Board of Directors reserves the right to order the immediate removal of a pet creating any sort of disturbance whether it be olfactory, visual or auditory. The Board shall have the absolute right to order the immediate removal from the condominium property, including the unit involved, of any animal or creature that might endanger the health and well being of any person(s) lawfully upon the condominium property.

(u) Be responsible for all costs and reasonable attorney's fees resulting from the enforcement of each and every aforementioned obligation. Such costs and fees may be secured by a lien against the condominium unit involved and all interest therein owned by the member owners of the unit against which the lien is made and such lien shall arise in favor of Town Shores of Gulfport No. 215, Inc. also known as Kenmore House.



(CORPORATE SEAL)

TOWN SHORES OF GULFPORT NO. 215,
INC., a Condominium

By: John E Phillips
President

Attest: Sam Goldman
Secretary

STATE OF FLORIDA }
COUNTY OF PINELLAS } ss:

I HEREBY CERTIFY that on the 11 day of April,
1984, before me personally appeared JOHN E PHILLIPS and

SAM GOLDMAN, President and Secretary respectively

of TOWN SHORES OF GULFPORT NO. 215, Inc., a Condominium, to me
known to be the persons described in and who executed the foregoing
instrument and acknowledged the execution thereof to be their free
act and deed as such officers for the uses and purposes therein
mentioned.

WITNESS my hand and official seal in the County and State
aforesaid, this day and year last above written.

Marilyn Korder Han
Notary Public

My Commission Expires:

Return to:
TOWN SHORES OF GULFPORT
NO. 215, INC.
KENMORE HOUSE
2850 - 59th STREET SOUTH
GULFPORT, FLORIDA 33707

John E. Kelly

O.R. 6420 PAGE 2112

Karl W. DeBlasio

87028935
CERTIFICATE OF AMENDMENT

CLERK OF THE COUNTY OF PINELLAS COUNTY, FLORIDA

FED 4 6 55 PM '87

01 Cash 11 Chg
40 Rec 9.00
41 DS
43 Int
Tot 9.00

TO THE

BY-LAWS OF

TOWN SHORES OF GULFPORT NO. 215, INC., A CONDOMINIUM

ml

NOTICE IS HEREBY GIVEN that the By-Laws for TOWN SHORES OF GULFPORT NO. 215, INC., A CONDOMINIUM, as originally recorded in Official Records Book 4258, page 1527 et seq., in the Public Records of Pinellas County, Florida, be and the same is hereby amended, pursuant to the procedures set forth in said By-Laws for amendment thereof, as set forth herein:

That ARTICLE II entitled DIRECTORS Section 1 shall be amended as follows:

Section 1. Number and Term:

18 1818A808 77 1. 04FB87
90 9.00
TOTAL 9.00 CASH

.....meeting. The Directors shall be elected as hereinafter provided, and each Director shall be elected to serve for the term of ~~one-(1)~~ two years, or until his successor shall be elected and shall qualify. Such two year term shall be instituted by the elect of four (4) Directors, each to serve for a two (2) year term, on November 10, 1986, and on the date of the Annual Meeting as determined by By-Laws on each succeeding even numbered year thereafter. A zero ending shall be considered even. Three Directors shall be elected, each for a one (1) year term on the date of the Annual Meeting (November 10, 1986) and thenceforth three (3) Directors shall elected, each for a two (2) year term, on all odd numbered years at the annual Meeting as determined by By-Laws for those years.

That ARTICLE X entitled HOUSE RULES ITEMS Q and R be amended as follows:

Q. In order to maintain a home like atmosphere apartments may not be rented for a period of less than ~~three-(3)~~ six months and one day and are subject to the same occupancy restrictions as permanent residents. In addition, only those persons specifically listed on the interview form used by Town Shores of Gulfport # 215 Inc. may use the apartment on a permanent basis. (For the term of the lease.) No apartment or section thereof may be sublet, subleased or shared for any purpose.

R. An apartment may be rented out no more than ~~three-(3)~~ two (2) times per year.

Return to:
TOWN SHORES OF GULFPORT
NO. 215, INC.
KENMORE HOUSE
2850 - 59th STREET SOUTH
GULFPORT, FLORIDA 33707

TOWN SHORES OF GULFPORT
NO. 215, INC.
KENMORE HOUSE
2850 - 59th STREET SOUTH
GULFPORT, FLORIDA 33707

TOWN SHORES OF GULFPORT NO. 215,
INC., a Condominium

By: John E. Phillips
President

(CORPORATE SEAL)

Attest: Doris G. Hookway
Secretary

STATE OF FLORIDA }
COUNTY OF PINELLAS } ss:

I HEREBY CERTIFY that on the 3 day of Feb,
1988 before me personally appeared John E. Phillips and
Doris G. Hookway, President and Secretary respectively

of TOWN SHORES OF GULFPORT NO. 215, Inc., a Condominium, to me
known to be the persons described in and who executed the foregoing
instrument and acknowledged the execution thereof to be their free
act and deed as such officers for the uses and purposes therein
mentioned.

WITNESS my hand and official seal in the County and State
aforesaid, this day and year last above written.

Maulsford V. ...
Notary Public



My Commission Expires:

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

Return To:

TOWN SHORES OF GULFPORT
NO. 215, INC.
KENMORE HOUSE
2850 - 59th STREET SOUTH
GULFPORT, FLORIDA 33707

OF _____
 DIST _____
 FEES _____
 MIF _____
 P/C _____
 REV _____
 TOTAL 7.00

TOWN SHORES OF GULFPORT # 215 INC.
A Corporation Not-For-Profit

**A RESOLUTION OF THE BOARD OF ADMINISTRATION
 REGARDING THE INTENTION OF THE
 ASSOCIATION TO QUALIFY FOR AN
 EXEMPTION TO THE FAIR HOUSING AMENDMENTS ACT OF 1988**

BE IT HEREBY RESOLVED by the Board of Administration of
TOWN SHORES OF GULFPORT # 215 INC. as follows:

SECTION 1. WHEREAS it is in the best interest of this corporation to qualify for the exemption to the Fair Housing Amendments Act of 1988 by providing housing for older persons as defined in Section 807 of the Fair Housing Amendments Act of 1988.

SECTION 2. THAT the Directors and Officers of the corporation shall be authorized and empowered on behalf of the corporation to immediately take all actions necessary to qualify for the exemption to the Fair Housing Amendments Act of 1988.

SECTION 3. THAT not less than EIGHTY (80%) percent of all units shall have at least one (1) permanent occupant who is of age fifty-five (55) years or older, AND ALL PERMANENT OCCUPANTS MUST BE AT LEAST FOURTEEN (14) YEARS OF AGE. The remaining twenty (20%) percent of the units shall be occupied by any persons IN ACCORDANCE WITH SECTION 807 OF THE FAIR HOUSING AMENDMENTS ACT OF 1988 and such Rules, Regulations and procedures as promulgated by the Board of Directors as described in the following paragraphs. The term "permanent occupants" shall include all persons occupying the unit except temporary guests.

SECTION 4. THAT 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.

ADOPTED by the Board of Administration this 6th day of March, 1989.

Condominium Plats pertaining hereto are filed in Condominium Plat Book 20 Pages 102-104

14072483 GEN 03-09-89 15:11:00

KARLENE F. DE BLASE
 CLERK OF CIRCUIT COURT
 PINELLAS COUNTY, FL

REGISTRATION	\$6.00
TOTAL:	\$6.00
CASH AMT. TENDERED:	\$10.00
CHANGE:	\$4.00

ATTEST: 9 MAR -9 PM 3:00 By:

John E. Phillips
 President

Dorothy J. Mahoney
 Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
 COUNTY OF PINELLAS

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared John E. Phillips and Dorothy J. Mahoney, as President and Secretary, respectively, of TOWN SHORES OF GULFPORT #215 INC. to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Resolution 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, I have hereunto set my hand and official seal this 9 day of March, 1989.

This instrument prepared by:
 John E. Phillips
 2850 59th St. S
 Apt 314
 Gulfport, Fla. 33707

Elizabeth Schuchman
 NOTARY PUBLIC

My Commission Expires:

RETURN TO

01 RECORDING
 REC 600
 DS _____
 INT _____
 FEES _____
 MTF _____
 P/C _____
 REV _____
 TOTAL 600 *att*

89079473

OR 96960404

CERTIFICATE OF AMENDMENT

TO THE

DECLARATION OF CONDOMINIUM 14077710 GEN 04-03-89
 OF 01 RECORDING

13:46:40

1 \$6.00
 TOTAL: \$6.00
 TOWN SHORES OF GULFPORT NO. 215, INC., A Condominium CASH AMT. TENDERED: \$6.00
 CHANGE: \$0.00

Return Ted Phillips 2850 59th St. South Apt 314 Gulfport, Fla. 33707

NOTICE IS HEREBY GIVEN that the Declaration of Condominium for TOWN SHORES OF GULFPORT NO. 215, INC., A Condominium, as originally recorded in Official Records Book 4258, Page 1493 et seq., in the Public Records of Pinellas County, Florida, be and the same is hereby amended, pursuant to the procedures set forth in said Declaration of Condominium for amendment thereof, as set forth herein:

1. That paragraph 20, (q) be amended to read as follows:

(q) Not allow any persons under the age of eighteen (18) years ~~fourteen-(14)~~ to reside on the premises except as permitted by the regulations established by the Association; provided that visitation rights of children fourteen-(14)-years-or-under- persons under eighteen (18) years of age shall be permitted from time to time under the regulations established and promulgated by the Association. Said visitations shall not exceed a cumulative total of ninety (90) days out of a one year period and such cumulative total shall be made up of increments of not more than fifteen (15) days in any calendar month period. Any occupation of the premises by a fourteen-(14)-year-old-or-younger child by a person under the age of eighteen (18) for more than thirty (30) consecutive days shall be deemed to be permanent residency and is prohibited. Such one (1) year period shall begin June 1st and end May 31st of the following calendar year. The Board of Directors may, at its sole discretion, review cases where a hardship may be caused and extend such time without prejudicing the Boards rights and prerogatives in any manner whatsoever.

KARLEEN F. DE BLAND
 CLERK OF CIRCUIT COURT
 PINELLAS COUNTY FLA.

89 APR -3 PM 2:20

TOWN SHORES OF GULFPORT NO.215, INC.
 A Condominium

Attest:

By:

John E Phillips
 President

Dorothy Mahoney
 Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
 COUNTY OF PINELLAS

I HEREBY CERTIFY that on the 3rd day of April, 1989, before me personally appeared John E. Phillips and Dorothy Mahoney, President and Secretary respectively of TOWN SHORES OF GULFPORT NO., 215, INC., A Condominium, to me known to be the persons described in and who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State aforesaid, this day and year last above written.

John Tasta
 Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
 MY COMMISSION EXPIRES: MAY 12, 1992.
 BONDOR THAU NOTARY PUBLIC UNDERWRITERS.

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM

PLAT BOOK 20 PAGES 102-104

RECORDING
 REC 6.00
 DS _____
 INT _____
 FEES _____
 MIF _____
 P/C _____
 REV _____
 TOTAL 6.00 *WHT*

39079077

OR 5969PG0405

CLERK OF CIRCUIT COURT
 PINELLAS COUNTY, FLA.

CERTIFICATE OF AMENDMENT

APR -3 PM 2:20

TO THE
 BY-LAWS OF

14077711 GEN 04-03-89
 01
 DOC STAMPS

13:47:00

2
 \$6.00

 \$6.00
 \$6.00
 \$0.00

TOWN SHORES OF GULFPORT NO. 215, INC., A Condominium

TOTAL:
 CASH AMT. TENDERED:
 CHANGE:

NOTICE IS HEREBY GIVEN that the By-Laws for TOWN SHORES OF GULFPORT NO. 215, INC., a Condominium, as originally recorded in Official Records Book 4258, page 1527 et seq., in the Public Records of Pinellas County, Florida, be and the same is hereby amended, pursuant to the procedures set forth in said By-Laws for amendment thereof, as set forth herein:

1. That ARTICLE X entitled HOUSE RULES, items I, K, L and M be amended as listed below:

I. Maintenance fees are due and payable directly to Kenmore No. 215 Inc. by the first of each month in order to avoid late charges, interest, etc. The only exceptions to this ~~will~~ may be payments made through trusts, financial institutions or special cases considered by the Board of Directors. The late charge may be up to ~~\$5.00~~ \$10.00 and the interest the highest allowed by Florida Law (as of date, 18%).

K. One bedroom apartments are restricted to two (2) adults and two bedroom apartments to three (3) adults as permanent residents.

L. No ~~children~~ persons under the age of ~~sixteen-(16)~~ eighteen (18) are permitted to live in Kenmore House on a permanent basis.

M. The Board recognizes the fact that children under the age of ~~fourteen-(14)~~ eighteen (18) will visit from time to time. These visits should be limited to a two (2) week duration unless otherwise cleared with the Board of Directors. In addition, it is imperative that these ~~children~~ children be under strict adult supervision at all times when on Kenmore ~~Property~~ Property.

14077712 GEN 04-03-89
 RECORDING

13:47:40

1
 \$6.00

 \$6.00
 \$6.00
 \$0.00

TOWN SHORES OF GULFPORT NO. 215, INC.
 A Condominium

TOTAL:
 CASH AMT. TENDERED:
 CHANGE:

Attest:

By: John C. Phillips
 President

Dorothy Mahoney
 Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
 COUNTY OF PINELLAS

I HEREBY CERTIFY that on the 3rd day of April, 1989, before me personally appeared John E. Phillips and Dorothy Mahoney, President and Secretary respectively of TOWN SHORES OF GULFPORT NO. 215, INC., A Condominium, to me known to be the persons described in and who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State aforesaid, this day and year last above written.

John E. Phillips
 Notary Public

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA;
 MY COMMISSION EXPIRES: MAY 12, 1992;
 ISSUED: 1989

Return Ted Phillips 2850 59th St. South Apt 314 Gulfport, Fla. 33707

01 RECORDING
 REC 600
 DS _____
 INT _____
 FEES _____
 MIF _____
 P/C _____
 REV _____
 TOTAL 600 *ma*

CERTIFICATE OF AMENDMENT

TO
 DECLARATION OF CONDOMINIUM AND BY-LAWS

OF
 TOWN SHORES OF GULFPORT NO. 215, INC. RECORDING

14077713 GEN 04-03-89
 01

13:48:00

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

NOTICE IS GIVEN HEREBY that at a duly called meeting of the members on April 3, 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. 215, INC., as originally recorded for the Declaration of Condominium in O. R. Book 4258, page 1493, et seq., and O. R. 4258, page 1527, 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. 215, 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. 215, INC."

IN WITNESS WHEREOF, TOWN SHORES OF GULFPORT NO. 215, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 3rd day of April, 1989.

TOWN SHORES OF GULFPORT NO. 215, INC.

By: John E. Phillips
 President

Attest:

(CORPORATE SEAL)

Dorothy Mahoney
 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 John E. Phillips and Dorothy Mahoney, respectively, of TOWN SHORES OF GULFPORT NO. 215, 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, I have hereunto set my hand and official seal this 3rd day of April, 1989.

John Taylor
 NOTARY PUBLIC

My Commission Expires NOTARY PUBLIC, STATE OF FLORIDA. MY COMMISSION EXPIRES; MAY 12, 1992. BONDED THRU NOTARY PUBLIC UNDERWRITERS.

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 20 PAGES 102-104.

Return Ted Phillips
 2850 59th St. South Apt 314
 Gulfport, Fla. 33707

EXHIBIT A
CLERK OF CIRCUIT COURT
TALLAHASSEE COUNTY FLA

01 RECORDING
REC 600
DS _____
INT _____
FRES _____
MTF _____
P/C _____
REV _____
TOTAL 600

APR -3 PM 2:20

AMENDMENT

TO

DECLARATION OF CONDOMINIUM AND BY-LAWS 4077714 GEM 04-03-89

FOR

TOWN SHORES OF GULFPORT NO. 215, INC.

01
RECORDING

13:48:20
1 \$6.00
TOTAL: \$6.00
CASH AMT. TENDERED: \$6.00
CHANGE: \$0.00

The following is hereby added to:
the Declaration of Condominium; Paragraph 20. OBLIGATIONS OF MEMBERS
O. R. Book 4258, Page 1510, as (Q) 1., and the BY-LAWS; ARTICLE X,
HOUSE RULES, O. R. Book 4258 , Page 1542, as (L) 1.

(Q) 1.
(L) 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 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 eighteen (18)
years of age may occupy and reside in a unit as long as at least one
permanent occupant is fifty-five (55) years of age or older. Notwithstanding
the language contained above, no person under the age of eighteen (18) shall
be allowed to permanently reside in or occupy a unit.

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 fifty-five (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 or persons residing
in a unit at the time this amendment was approved by the members of the
Association.

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM
PLAT BOOK 20 PAGES 102-104.

John Phillips Pres.
April 3, 1989

John Taylor

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: MAY 12, 1992;
BONDED THRU NOTARY PUBLIC UNDERWRITERS.
April 3rd 1989

Return Ted Phillips
2850 59th St. South Apt 314
Gulfport, Fla. 33707

39079477

OR 969PG0408

01 RECORDING
 REC 600
 DS _____
 INT _____
 FEES _____
 MTP _____
 P/C _____
 REV _____
 TOTAL 600.00

CERTIFICATE OF AMENDMENT

TO THE

CERTIFICATE OF INCORPORATION

OF

TOWN SHORES OF GULFPORT NO.215, INC.
A Condominium

14077715 GEN 04-03-89
01 RECORDING

13:48:40

1 \$6.00

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

NOTICE IS HEREBY GIVEN that the ARTICLES OF INCORPORATION for TOWN SHORES OF GULFPORT NO. 215, INC. as originally recorded in Official Records Book 4258, Page 1544 et seq., in the Public Records of Pinellas County, Florida, be and the same is hereby amended, pursuant to the procedures set forth in said CERTIFICATE AND ARTICLES for amendment thereof, as set forth herein:

1. That ARTICLE X, Section 4 be amended as follows:

X (4) 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, as set forth in the Articles, 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.~~

TOWN SHORES OF GULFPORT NO. 215, INC.
A Condominium

Attest:

By: John E. Phillips
President

Dorothy Mahoney
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on the 3rd day of April, 1989 before me personally appeared John E. Phillips and Dorothy Mahoney, President and Secretary respectively of TOWN SHORES OF GULFPORT NO. 215, INC. A Condominium, to me known to be the persons described in and who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State aforesaid, this day and year last above written.

John Taylor
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA;
MY COMMISSION EXPIRES: MAY 12, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM
PLAT BOOK 20 PAGES 102-104.

Return Ted Phillips

2850 59th St. South Apt 314
Gulfport, Fla. 33707

ANY AMENDMENTS WHICH ARE PASSED BY THE
MEMBERSHIP AFTER AUGUST 1, 1993, SHOULD BE PLACED BEHIND
THIS PAGE AS AN INDICATION THEY ARE NOT CONTAINED WITHIN
THE CONTEXT OF THESE DOCUMENTS

To: Clair ✓
9/3/98

KENMORE – 84 MEMBERS

BUDGET MEETING – Copy to unit owners not less than THIRTY (30) days prior to the meeting (Page 5 of Bylaws)

Notice should include date, time, location and agenda of meeting. It should also include a copy of the proposed budget.

ANNUAL MEETING – Notice is to be sent out FOURTEEN (14) days prior to the meeting (Page 10 of Bylaws)

Meeting must be held on SECOND MONDAY IN NOVEMBER (Page 8 of Bylaws).

Meeting may be held anywhere Board decides or in “Corporate Office”.(Page 8 of Bylaws).

Secretary to prepare a roster of owners by unit number, 10 days prior to the meeting (Page 8 of Bylaws).

Use Designated Voter Forms for preparation of roster.

Elect Four Board members in even years and Three Board members in odd years (Amendment – OR 6420, page 2112).

Officers of Board are chosen immediately after the meeting at which they were elected. (Page 4 – Bylaws)

Additional Information: Bylaw Amendments are carried by $\frac{3}{4}$ affirmative vote of ALL MEMBERS OF THE ASSOCIATION

KENMORE – 84 MEMBERS

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Additional Information: Bylaw Amendments are carried by $\frac{3}{4}$ affirmative vote of ALL MEMBERS OF THE ASSOCIATION

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. 215, 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. 215, A Condominium, (hereinafter, the "Condominium") legally described in the Declaration of Condominium, as same is recorded in Official Records Book 4258, at Page 1493, 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. 215, INC.

By: _____

Elsie Crimaldi, President

Address: 2850 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 President of Town Shores of Gulfport No. 215, 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 _____