golf courses, marinas 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 these Articles of Incorporation and the 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 12th day of May, 1975.

Signed, Sealed and Delivered in the Presence of:

Suzanne Lehrer Diana Kaye

Margaret J. Davis R. L. Chambers

Margaret J. Davis R. L. Chambers

Margaret J. Davis R. L. Chambers

Diana Kaye Suzanne Lehrer

Marie I. Lee Shirley G. Kotaba Kurt T. Borowsky President & Director Only

Stephen S. Kaplan Subscriber

Ruth Luter Subscriber

Norman Geller Director Only

Herman Geller Subscriber

Howard P. Ross Resident Agent STATE OF FLORIDA)

COUNTY OF PINELLAS)

Before me, the undersigned authority, personally appeared NORMAN GELLER, STEPHEN S. KAPLAN, RUTH LUTER, KURT T. BORDWSKY AND HERMAN GELLER as incorporators, and HOWARD P. ROSS, as Resident Agent, to me well known and known to me to be the persons who executed the foregoing Articles of Incorporation of TOWN SHORES OF GULFPORT, NO. 217, 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 12th day of May, 1975.

Marie I. Lee Notary Public

Commission Expiration: 7/22/78

SEAL

O.R. 4305 PAGE 1677

AFFIDAVIT

STATE OF FLORIDA

) SS.

COUNTY OF PINELLAS)

Before me, this undersigned authority, this day personally appeared KURT T. BOROWSKY, who after being duly sworn as required by law, deposes and says:

- 1. That he is the President of METRO COMMUNITIES CORPORATION, a Florida Corporation.
- 2. That as such officer of METRO COMMUNITIES CORPORATION, a Florida Corporation, he has no objection to said Corporation being mentioned in the Articles of Incorporation filed with the Secretary of State, State of Florida, Tallahassee, Florida, known as TOWN SHORES OF GULFPORT NO., 217, INC., a Condominium, and hereby consents to the use of the said Corporation name in the aforesaid condominium corporation.
- 3. That this consent shall be attached to and made a part of the charter of TOWN SHORES OF GULPORT NO. 217, INC., a Condominium, as though set forth in full therein.

Further Affiant saith not.

Kurt T. Borowsky President

Sworn to and Subscribed before me this 12th day of May, 1975

Marie I. Lee Notary Public

Commission Expiration: 7/22/78

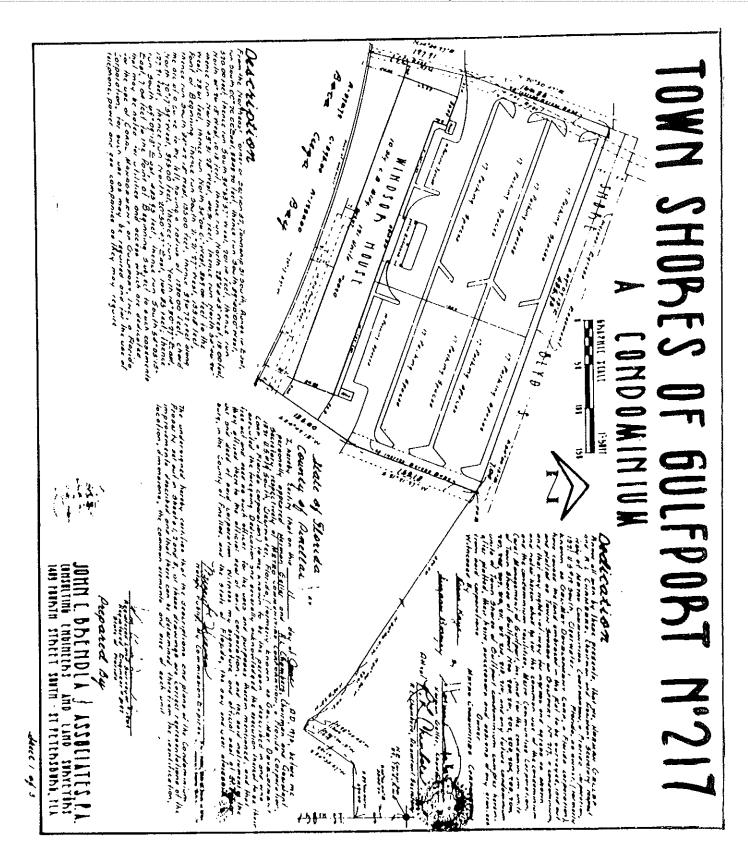
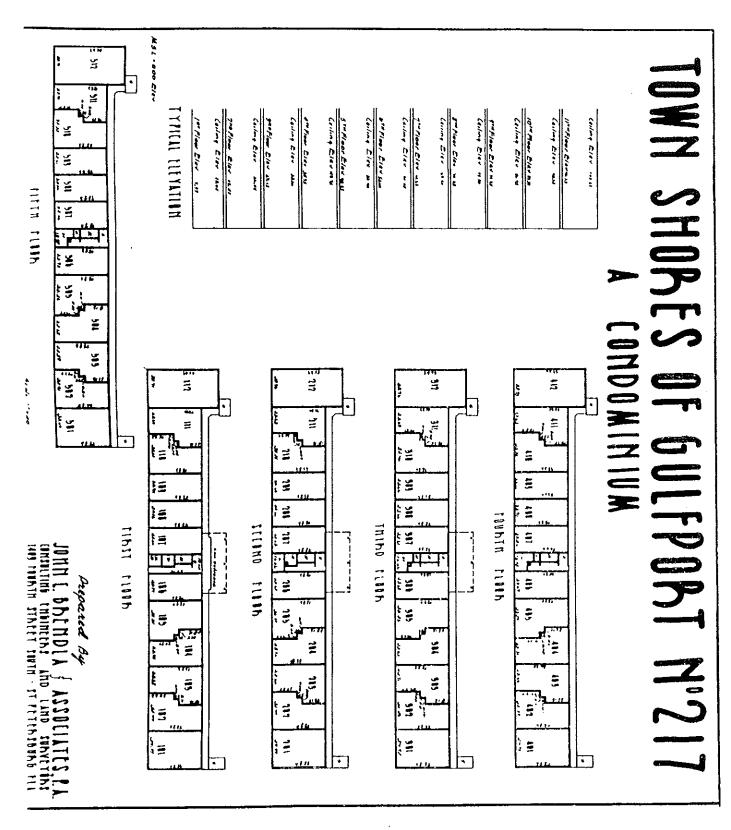
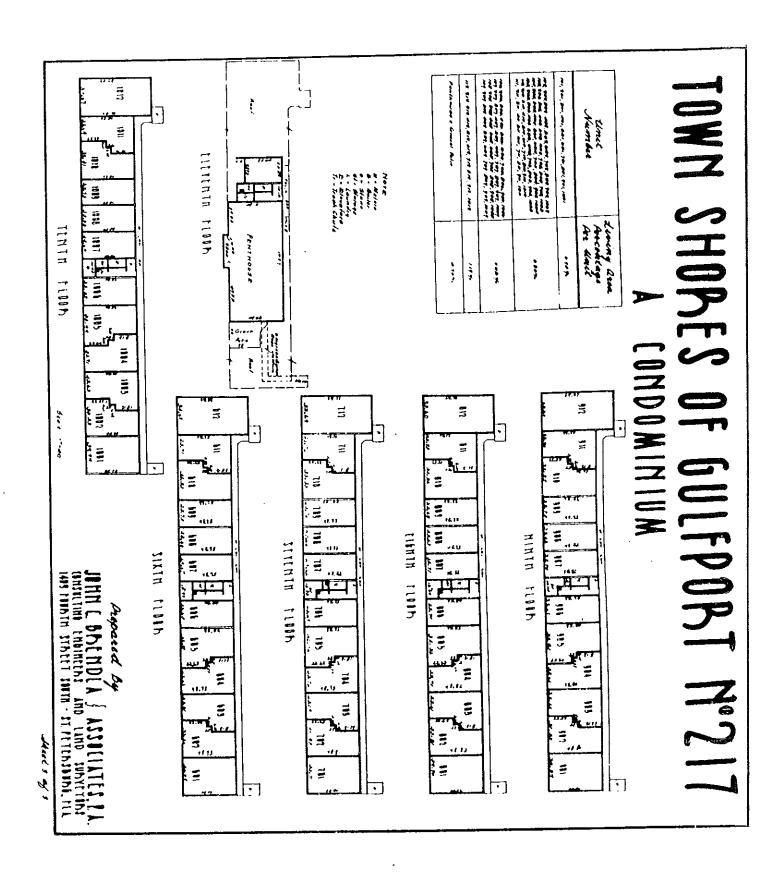


EXHIBIT "D"





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CERTIFICATE
OF AMENDMENTS TO
DECLARATION OF CONDOMINIUM
AND BY-LAWS OF

TOWN SHORES OF GULFPORT, NO. 217, INC.

NOTICE IS HEREBY GIVEN that the Declaration of Condominium and the By-Laws of Town Shores of Gulfport, No. 217, Inc., a condominium as originally recorded in the Official Record Book 4305 at page 1619 et seq. in the Public Records of Pinellas County, Florida be and the same are hereby amended in accordance with Exhibit A attached hereto and by reference made a part hereof and entitled "Amendments to the Declaration of Condominium and By-Laws of Town Shores of Gulfport, No. 217, Inc."

Said amendments were adopted by a vote of not less than three quarters (3/4) of the unit owners after a resolution proposing such amendments by the Board of Directors and after due and proper notice being given to all unit owners of the subject matter of the proposed amendments prior to the meeting at which the proposed amendments were adopted.

IN WITNESS WHEREOF, Town Shores of Gulfport, No. 217.
Inc. has caused these amendments to the Declaration of
Condominium and to the By-laws of Town Shores of Gulfport, No.
217. Inc. to be executed in its name by the President and
the corporate seal affixed and attested to by its Secretary
this ______ day of March, 1981 at Gulfport, Finellas County,
Florida.

Signed, sealed and delivered in the presence of

Town Shores of Gulfport, No. 217, Inc.

Jeannette Rechurring

By menny Kelmanie Fresident

Attesti

melle place

J. Elizabeth Roberts Secretary

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STATE OF FLORIDA COUNTY OF PINELIAS

BEFORE ME, a Notary Public, this day personally appeared Murray Rabinowitz and Libby Roberts respecttively of Town Shores of Gulfport, No. 217, Inc. and known to me to be the persons described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 18th day of March, 1981.

Prepared by and return to Dr. Murray Rabinowitz 6020 Shore Boulevard S. Gulfport, Florida 33707

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Ñ IN CONDOMINIUM PLAT BOOK CONDOMINIUM PLAT PERTAINING HERETO ARE FILED

EXHIBIT A

AMENDMENT TO THE
DECLARATIONOF CONDOMINIUM OWNERSHIP OF
TOWN SHORES OF GULFPORT, NO. 217, INC.
A CONDOMINIUM

with the execution of this Beclaration and the adoption of the By-Iaws, 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 Beard of Directors of the Association and the Maintenance Company with the formality required for deed only upon a vote of not less than three-fourths [3/4] of the Association and the Maintenance Company with the formality required for deed and duly filed among the public records of Pinellas County, Florida.

AMENDMENTS TO THE

BY-LAWS OF

TOWN SHORES OF GULFPORT, NO. 217, INC.

ARTICLE II DIRECTORS /

Section 1. Number and term: The number of Directors which shall constitute the whole Board of Directors, also known as the Board of Administration, shall be net less than five (5) ner mere than seven (7). Until succeeded by Directors as hereinafter previded, Di: "ters need net be members, thereafter all Directors shall be members. Within the limits above specified, the umber of Directors shall be elected as hereinafter provided and each Directors shall be elected as hereinafter provided and each Directors shall be elected for the Association and shall be elected at the Annual meeting of the Association and shall be elected for a term of two years or until their successors shall be duly elected and shall qualify. Four Directors shall be elected in years ending in odd numbers and three Directors shall be elected in years ending in even numbers. For the election to be held in 1981, seven Directors shall be elected Directors receiving the highest number of votes serving for two year terms and the three remaining elected Directors serving for one year terms.

ARTICLE V

MEETING OF MEMBERSHIP

Section 4. Regular annual meetings subsequent to 1977 1980 shall be held on the second Monday of March and the second Monday of October in 1981 and in each succeeding year if not a legal holiday, and if a legal holiday, then on the next secular day following. The members of the Board of Directors shall be elected at the regularly scheduled meeting of the general membership scheduled in March of each year.

Words struck through are deletions; words underscored are additions.

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CERTIFICATE OF AMENDMENTS TO

DECIARATION OF CONDOMINIUM AND BY-LAWS OF

TOWN SHORES OF GULFPORT, NO. 217, INC.

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IN CONDOMINIUM PLAT BOOK 3 /

FILED

CONDOMINIUM PLAT PERTAINING HERETO ARE

NOTICE IS HEREBY GIVEN that the Declaration of Condominium and the By-Laws of Town Shores of Gulfport, No. 217, Inc., a condominium as originally recorded in the Public Records of Pinellas County, Florida be and the same are hereby amended in accordance with Exhibit A attached hereto and by reference made a part hereof and entitled "Amendments to the Declaration of Condominium and By-Laws of Town Shores of Gulfport, No. 217, Inc.

Said amendments were adopted by a vote of not less than three quarters (3/4) of the unit owners after a resolution proposing such amendments by the Board of Directors and after due and proper notice being given to all unit owners of the subject matter of the proposed amendments prior to the meeting at which the proposed

amendments were adopted.

IN WITNESS WHEREOF, Town Shores of Gulfport, No. 217, Inc. has caused these amendments to the Declaration of Condominium and to the By-Laws of Town Shores of Gulfport, No. 217, Inc. to be executed in its name by the President and the corporate seal affixed and attested to by its Secretary this _______ day of March, 1982 at Gulfport, Pinellas County, Florida.

Signed, sealed and delivered in the presence of

Town Shores of Gulfport, No. 217, Inc.

Presiden

Secretary

STATE OF FLORIDA COUNTY OF PINELLAS)

BEFORE ME, a Notary Public, this day personally appeared Murray Rabinowitz and Larry Morse respectively of Town Shores of Gulport, No. 217, Inc. and known to me to be the persons described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 25 to day of March, 1982.

Prepared by and return to Dr. Murray Rabinowitz 6020 Shore Blvd. S. Gulfport, Florida 33707

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EXHIBIT A

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP OF
TOWN SHORES OF GULFPORT, NO. 217, INC.
A CONDOMINIUM

The existing Sect. 18c of the Declaration of Condominium shall be deleted completely and the following shall hereafter constitute Sect. 18c of the Declaration of Condominium.

Sect. 18c. No purchaser or lessee shall be a corporation or non-natural person.

(Current Sect. 18c to be deleted: "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".)

AMENDMENT TO THE

BY-LAWS OF

TOWN SHORES OF GULFPORT, NO. 217, INC.

The existing Art. IV, Sect. 4 of the By-Laws shall be deleted and the following shall hereafter constitute Art. IV, Sect. 4 of the By-Laws.

Art. IV, Sect. 4. Ownership of a condominium parcel shall be limited or restricted to a natural person or persons only and excluded to corporations or other non-natural persons.

(Current Art. IV, Sect. 4 to be deleted: "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.")

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CERTIFICATE
OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP OF
TOWN SHORES OF GULPPORT, NO. 217, INC.
A CONDOMINIUM

NOTICE IS HEREBY GIVEN that the Declaration of Condominium of Town Shores of Gulfport, No. 217, Inc., a condominium, as originally recorded in the Official Record Book 4305 at page 1619 ... et seq. in the Public Records of Pinellas County, Florida be and the same are hereby amended in accordance with Exhibit A attached hereto and by reference made a part hereof and entitled "Amendment to the Declaration of Condominium of Town Shores of Gulfport, No. 217, Inc."

Said amendment was adopted by a vote of not less than threequarters (3/4) of the unit owners after a resolution proposing such mendment by the Board, of Directors and after due and proper being given to all unit owners of the subject matter of the proposed amandment prior to the meeting at which the proposed amendment was adopted.

IN WITNESS WHEREOF, Town Shores of Gulfport, No. 217, Inc. has cauded this amendment to the Declaration of Condominium of Town Shores of Gulfport, No. 217, Inc. to be executed in its name by the President and the corporate seal affixed and attested to by its Secretary this 14th day of March, 1983 at Gulfport, Pinellas County, Florida.

Signed, sealed and delivered in the presence of

Town Shores of Gulfport, No. 217, Inc.

By from Kelly Presidenti

Diana Poneso

Attesti

Secretary

STATE OF FLORIDA COUNTY OF PINELLAS

BEFORE ME, a Notary Public, this day personally appeared Morris Rabinowitz and James Dugan of Town Shores of Gulfport, No. 217, Inc. and known to me to be the persons described in and who executed the foregoing instrument and acknowledged to end before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 29th day of March, 1983.

Prepared by and return to Dr. Morris Rabinowitz 6020 Shore Blvd. S. #110 G@lfport, Plorida 33707

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EXHIBIT A

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM GWNERSHIP OF
TOWN SHORES OF GULPPORT, NO. 217, INC.
A CONDOMINIUM

- 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 of 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 nationance Gempany, 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 Haintenance Company. Within fifteen (15) days, the Board of Directors of the Association within fifteen (15) days, the Board of Directors of the Association and the Haintenance Company shall either approve or disapprove and the Haintenance Company shall either approve or disapprove the Directors of the Association or the Haintenance Company fails Directors of the Association or the Haintenance 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 Haintenunce Company disapprove the proposed sale, conveyance or transfer, and a member shall still desire to consummate such sale, conveyance or transfer, he shall, thirty (30) days before such sale, conveyance or transfer, give written notice to the Secretary of the Association and the Haintenance 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 -ow the Haintenance 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 Haintenance 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 Maintenance Company ten (10%) percent of the purchase price as a good faith deposit; which information and notice of deposit the Associacion or -the Maintonunes Company shall promptly forward to the owner. In the event no members of the Association ex the Maintonance 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 Haintenance 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 Heintenance Gempany 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 Haintenance Gempany, 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 Haintenance 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 Haintenance Company making the redemption.

An affidavit of the Secretary of the Association stating that the Board of Directops 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 given proper notice on a certain date of a proposed sale or transfer and that the Board of Directors of the Association and the Hainbenance Gompany 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 Haintenance Company, as stated in the affidavit, the redemption rights herein afforded the members of the Association and the Haintenance 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

-Gulfport, Fl. 33707

AMENDMENT TO THE DECLARATION OF CONDOMINIUM

TOWN SHORES OF GULFPORT NO. 217, INC. A CONDOMINIUM THE WINDSOR

I HEREBY CERTIFY that this is a true and exact copy of the Resolutions adopted by a Three-Fourths ballot of the unit owners of Town Shores of Gulfport No. 217 Inc., A Florida Corporation, as of March 9, 1992 pursuant to Notice:

The Declaration of Condominium for Town Shores of Gulfport No. 217, Inc., is located in O. R. Book 4305, Pages 1619 through 1644 of the records of Pinellas County, Florida.

Resolved that Page 1628 of the Declaration of Condominium, Paragraph 17. INSURANCE, sub paragraph (a), be changed as follows:

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

WITNESSES TOWN SHORES OF GULFPORT NO. 217, Page 1992. REC 10,50 SC Notary INT FEES OFFICIAL SEAL ИTР **GLORIA RENFROW** Return to: ?/C My Commission Expires Gloria Nichols LCAM Œν Sept. 8, 1992 Town Shores of Gulfport No. 217 Comm. No. CC 176439 3210 59th Street South ГОТ

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

TOWN SHORES OF GULFPORT NO. 217, INC. A CONDOMINIUM NOT FOR PROFIT

THE WINDSOR BUILDING

PINELLAS COUNTY FLA. OFF.REC.BK 8059 PG 1156

I HEREBY CERTIFY that this is a true and exact copy of the Resolutions adopted by a three-fourths ballot of the unit owners of Town Shores of Gulfport No. 217, Inc., a Condominium, a Florida Corporation as of October 12, 1992, pursuant to Notice:

By Laws for Town Shores of Gulfport No. 217, are located in O.R. Book 4305, beginning with page 1653.

The Declaration of Condominium is located in O.R. Book 4305, beginning with Page 1619.

The Articles of Incorporation are located on D.R. Book 4305, beginning with Page 1668.

Givendelyn S. Goldmann

June & Thurdre

<u>Edna M. Har</u> ecretary

Seal

The foregoing instrument was acknowledged before me this 12th day of October, 1992 by ______, President , President , and _____, President , Secretary of Town Shores of Gulfport No. 217, Inc., a Florida Corporation on behalf of the Corporation. They are personally known to me and who did take an oath.

EC (9:30)

Notary Public OFFICIAL SEAL Gloria Jean Renfrow

My Commission Expires Sept. 8, 1996 Comm. No. CC 223072

Condominium Plats pertaining hereto are filed in Condominium Plat Book 21, pages 60, 61 and 62.

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

- 1. Resolved that the Declaration of Condominium 25.INVALIDATION AND OPERATION, D.R. 4305, PAGE 1640, be <u>added</u> as 25. (a) as follows:
 - (a) Whereas and whenever subjects are silent in the Declaration of Condominium or By-Laws, the current Florida Statute 718, and any amendments hereafter, as promulgated from time to time, shall govern the Association.
- Resolved that the Declaration of Condominium, 17. INSURANCE, (a),
 D.R. 4305, PAGE 1628, be <u>added</u> as (a) (1) as follows:
 - (1) The Association insurance coverage specifically does not include insurance coverage of or on personal property, including, but not limited to, wall covering, ceiling covering, floor covering, electrical fixtures, kitchen cabinets, appliances, air conditioning or heating nor any other named item contained within the unit that Florida Statutes, Chapter 718 may promulgate from time to time, as exclusions from the Association's responsibility regarding "building" insurance coverage.
- 3. Resolved that the Declaration of Condominium under 20. OBLIGATION OF MEMBERS, (m), O.R. 4305, PAGE 1637, be changed as follows:
 - (m) Not to make or cause any structural alteration to or in the building, specifically including, but not limited to screening, or enclosure of private balconies and/or-affixing outside shutters to windows, except storm windows, screen doors or hurricane shutters. Written application, specifications, color, the design, and make to be approved by the Association for any named exceptions in this clause. and/or Removal of any additions or improvements or fixtures from the building, or do any act that will impair the structural soundness of the building is prohibited....

THE ABOVE THREE AMENDMENTS ARE PRESENTED SO DUR DOCUMENTS WILL COMPLY WITH NEW AMENDMENTS TO FLORIDA STATUTES 718, WHICH BECAME EFFECTIVE IN 1992. YOUR AFFIRMATIVE VOTE IS REQUESTED.

AMENDMENTS PAGE 2

- 4. Resolved that the Declaration of Condominium under 15 MAINTENANCE, (b) By Each Unit Owner: O.R. 4305, PAGE 1627, be <u>added</u> as (dd) as follows:
 - dd. That the repair, replacement and maintenance cost of such items as wall, ceiling and floor covering, electrical fixtures, kitchen cabinets, appliances, bath and shower related interior fixtures, shower pans, windows, glass, screens, air conditioning, air conditioning pans, heating unit, the inside and inside frame of unit exit doors hinges, locks, threshold and shutters shall be the responsibility of the unit owner.
- 5. Resolved that the Declaration of Condominium under 21. PARKING SPACE, O.R. 4305, PAGE 1639, be <u>added</u> as (a) as follows:
 - (a) The Board of Directors shall have the authority to assess, coordinate and/or appoint a committee of carport owners for carport owner's necessary maintenance and repair.
- Resolved that the BY-LAWS under ARTICLE X, HOUSE RULES, (q), D.R. 4305, PAGE 1639, be <u>added</u> as follows;
 - (q) Not allow any children under the age of fourteen (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 etablished and promulgated by the Association. Visitation shall be limited to 60 days. The Board of Directors reserves the right to grant extension upon request of a unit owner due to extenuating circumstances.
- 7. Resolved that the Declaration of Condominium, 12. AMENDMENT OF DECLARATION, (a), 0.R. 4305, PAGE 1626 be changed as follows:
 - 12.(a) AMENDMENT OF DECLARATION: This Declaration may be amended by affirmative vote of three-fourth (3/4) two-thirds (2/3) of the condominium parcels at a meeting duly called for such purpose pursuant to the By-Laws; provided, however, that no amendment shall be made which shall in any manner impair the security of an institutional mortgagee having a mortgage or other liens against any one or more

Substantial wording of 12. AMENDMENT OF DECLARATION. See page 1626 for text.

8. Resolved that the By-Laws, ARTICLE XV, AMENDMENT OF BY-LAWS, O.R. Book 4305, Page 1667 be <u>changed</u> as follows:

ARTICLE XV. 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) two-thirds (2/3) vote of all members of the corporation.....

Substantial wording of ARTICLE $X \cap V$. See $X \cap V$ for present text.

- 9. Resolved that the Articles of Incorporation, VIII., O. R. 4305, Page 1673 be <u>changed</u> as follows:
 - VIII The By-Laws of the Corporation are to made, altered or rescinded by the three-fourths (3/4) two-thirds (2/3) vote of the members of this corporation save and ...

Substantial wording of Article VIII. Refer to Page 1673 for present text.

- 10. Resolved that the Articles of Incorporation XI., O.R. 4305, Page 1674. be <u>changed</u> as follows:
 - XI. These Articles of Incorporation may not be amended, altered, modified, changed or rescinded by a vote of less than three-fourths (3/4ths) two-thirds (2/3rds) of the then present members of the corporation,.....

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

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ENDERED: \$17.50 CHANGE: \$0,60

Book

WITNESSES

AMENDMENT TO THE DECLARATION OF CONDOMINIUM

TOWN SHORES OF GULFPORT NO. 217, INC. A CONDOMINIUM THE WINDSOR

I HEREBY CERTIFY that this is a true and exact copy of the Resolutions adopted by a Three-Fourths ballot of the unit owners of Town Shores of Gulfport No. 217 Inc., A Florida Corporation, as of March 9, 1992 pursuant to Notice:

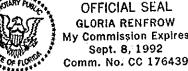
The Declaration of Condominium for Town Shores of Gulfport No. 217, Inc., is located in O. R. Book 4305, Pages 1619 through 1644 of the records of Pinellas County, Florida.

Resolved that Page 1628 of the Declaration of Condominium, Paragraph 17. INSURANCE, sub paragraph (a), be changed as follows:

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

Page D 33410 RECORDING Worn to and subscribed before me this 10 THO 10,50 33 INT HES OFFICIAL SEAL 네란 **GLORIA RENFROW** Return to: Commission Expires

Gloria Nichols LCAM Town Shores of Gulfport No. 217 3210 59th Street South Gulfport, Fl. 33707



TOWN SHORES OF GULFPORT NO. 217, INC.

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 10th day of March 1992 by James J. Mundie, President and Edna M. Hartwig, Secretary, who are personally known to me and who did take an oath.

Gloria Renfrow, Notary

Service of the servic

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

AMENDMENT TO THE DECLARATION OF CONDOMINIUM

TOWN SHORES OF GULFPORT NO. 217, INC., A CONDOMINIUM THE WINDSOR

I HEREBY CERTIFY that this is a true and exact copy of the Resolutions adopted by the Three-fourths ballot of the unit owners of Town Shores of Gulfport No. 217, Inc., A Florida Corporation, as of March 9, 1992 pursuant to Notice:

The Declaration of Condominium for Town Shores of Gulfport #217, Inc., is located in O. R. Book 4305, Pages 1619 through 1644.

Resolved that Page 1625 of the Declaration of Condominium, Paragraph 9. COMMON EXPENSES AND COMMON SURPLUS: (b) be changed to:

(b) Common expenses shall be shares in accordance with the undivided shares stated as perchentages in paragraph 8. It is understood that this shall include the expenses in connection with any assessment, insurance and all other expenditures for which the Association shall be responsible,—with—the—exception—of—those—expenditures—contracted—for—in—the—certain—Service—and—Maintenance—Agreement—with GORAL—MANAGEMENT—OF—GULFPORT,—INC.,—a—Florida—corporation,—hereinafter—called—"Maintenance—Gompany",—a—copy—of—said—agreement—being—attached—hereto—and—made—a part—hereof—by—reference—and—marked—Exhibit—"A"—

These assessments may be modified by rounding off all assessments to the nearest dollar amount/to wit:

\$.01 to \$.49 shall be adjusted downward; \$.50 to \$.99 shall be adjusted upward.

WITNESSES Arthur Whitehair	TOWN SHORES OF GULFPORT #217, INC.
Gwendolyn & Goldmann	Edno M. Hartwy
	Secretary
Sworn to and subscribed before me this _	day of Jarch, 1992
·.	Gloria Kenfrow Notary
Return to:	· •

Return to:

01 RECORDINGIORIA Nichols LCAM

REC'O SO Town Shores of Gulfport #217, Inc.

DS 3210 59th Street South

INT Gulfport, F1. 33707

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

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KARLEEN F. DEBLAKER, CLERK RECORD VERIFIED BY:

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 10th day of March 1992 by James J. Mundie, President and Edna M. Hartwig, Secretary, who are personally known to me and who did take an oath.

Gloria Renfrow, Notary

DATE OF THE PARTY OF THE PARTY

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

 ANY AMENDMENTS WHICH ARE PASSED BY THE

MEMBERSHIP AFTER NOVEMBER 1, 1992, SHOULD BE PLACED BEHIND

THIS PAGE AS AN INDICATION THEY ARE NOT CONTAINED WITHIN

THE CONTEXT OF THESE DOCUMENTS.

CERTIFICATE OF AMENDMENT

AMENDMENT TO THE BY-LAWS TOWN SHORES OF GULFPORT #217, INC. A CONDOMINIUM NOT FOR PROFIT THE WINDSOR BUILDING

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I HEREBY CERTIFY that this is a true and exact copy of the Resolutions adopted by a two-thirds ballot of the unit owners of Town Shores of Gulfport #217 Inc., a Condominium, a Florida Corporation as of April 08, 1996, pursuant to Notice: The By-Laws are located in O.R. 4305, Pages 1653 through 1667 of the records of Pinellas County, F1.

Resolved that the By-Laws, Page 1653, ARTICLE II, DIRECTORS, Section 1. Number and Term: the amendment of 3/20/81 and recorded at 0.R. 5164, Page 1411 be changed as follows:

Section 1. Number and Term: The number of Directors which shall constitute the whole Board of Directors, also known as the Board of Administration shall be not <u>less than five (5) nor more than seven (7).</u> Directors shall be members of the Association and shall be elected at the Annual Meeting of the Association in -March November and shall be elected for a term of two years or until their succesors shall be duly elected and shall qualify. Four heven number of Directors shall be elected in years ending in odd even numbers and three an odd number of Directors shall be elected in years ending in even odd numbers, providing for overlapping terms. For-the-election-to-be-held-in-1981, seven-Directors-shall-be-elected-with-the-four-elected Directors-receiving-the-highest-number-of-votes-serving for-two-year-terms-and-the-three-remaining-elected Directors-serving-for-a-one-year-term.

Resolved that the By-Laws, O.R. 4305, Page 1661, ARTICLE V, MEETING OF THE MEMBERSHIP, Section 4, the amendment of 3/20/81 and recorded O.R. 5164, Page 1441 be changed as follows:

Section 4. Regular annual meetings subsequent-to-1980 shall be held on-the-second-Monday-of-March in the month of November. and-the-second-Monday-of-October-in 1981-and-in-each-succeeding-year-if-not-a-legal-holiday, and-if-a-legal-holiday, then-on-the-next-secular-day fellowing. -The-members-of-the-Board of Directors-shall be elected at the regularly scheduled meeting-of-the general-membership-scheduled in March of-each-year.

(Underlining indicates amendment addition. Strickout indicates elimination.)

AMENDMENT TO DECLARATION OF CONDOMINIUM AND BYLAWS AND TERMINATION OF SERVICE AND MAINTENANCE AGREEMENT

WHEREAS, the Directors of Town Shores of Gulfport No.

217, Inc., a Florida non-profit corporation, hereinafter referred to as "Association" desire to amend the Declaration of

Condominium for said "Association" and the By-Laws for said "Association", which Declaration of Condominium and By-Laws have been filed and recorded in O.R. Book 4305 beginning with Page 1613, et seq;

WHEREAS, the Directors and unit owners of said "Association" desire to amend said Declaration of Condominium;

WHEREAS, an annual meeting of the Board of Directors and unit owners of the "Association" duly called in accordance with the By-Laws and Declaration of Condominium of said "Association" occurred on March 11, 1985 after proper notice was given to the unit owners.

WHEREAS, at such annual meeting there was present a quorum of Directors and a quorum of unit owners as defined by the Declaration of Condominium and the By-Laws for said "Association":

WHEREAS, at said annual meeting which occurred on March 11, 1985, the unit owners and Board of Directors, voted in favor of the termination of the Service and Maintenance Agreement recorded in O.R. Book 4305, Page 165 et seq.

WHEREAS, that the Board of Directors of said Condominium Association entered into an agreement terminating said Service and Maintenance Agreement with the representatives of the maintenance contractor on October 18, 1988, with an effective date of said termination and cancellation of April 1, 1989.

WHEREAS, affective April 1, 1989 said Service and Maintenance Agreement as previously described herein was terminated and cancelled and rendered of no effect:

This instrument prepared by and return to:
Richard A. Zacur
Mensh, Zacur & Graham, P.A.
Post Office Box 14409
St. Petersburg, FL 33733

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TOTAL

7 andominium Plat Book 07 Gulfport, in filed So Street are pertaining hereto 59th 0 321 enfrow,

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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM AND BY-LAWS
TOWN SHORES OF GULFPORT #217, INC.
A CONDOMINIUM NOT FOR PROFIT
THE WINDSOR BUILDING

I HEREBY CERTIFY that this is a true and exact copy of the Resolutions adopted by a two-thirds ballot of the unit owners of Town Shores of Gulfport #217, Inc., a Condominium, a Florida Corporation as of November 13, 1996, pursuant to Notice: The By-Laws are located in O.R. 4305, Page 1653 through 1680 of the records of Pinellas County, F1.

Resolved that the By-Laws, O. R. 4305, Page 1664 under HOUSE RULES, (s) Page 1665 be changed as follows:

(s) Owners in the walking of their dogs or cats shall only use the area so designed as pet walking areas and will pick up any droppings deposited by said pet. The walking of the pet shall be strictly prohibited to any portion of the condominium property.

Pets shall be carried while in the building; which includes the walkways, elevator and lobbies.

Underlining indicates amendment addition. Strickout indicates elimination.)

Witness Witness

Witness

President

<u> Julia</u> Secretary

Sea1

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 13 day of November, 1996 by Howard Parks

President and Laura Giannone, Secretary of Town Shores of Gulfport #217, Inc., A Florida Corporation on behalf of the Corporation. They are personally known to me and who did take an oath.

Notary Public



CERTIFICATE OF AMENDMENT

Gulfport,

So.,

Street

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3210

Renfrow,

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AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND BY-LAWS TOWN SHORES OF GULFPORT #217, INC. A CONDOMINIUM NOT FOR PROFIT THE WINDSOR BUILDING

I HEREBY CERTIFY that this is a true and exact copy of the Resolutions adopted by a two-thirds ballot of the unit owners of Town Shores of Gulfport #217, Inc., a Condominium, a Florida Corporation as of November 13, 1996, pursuant to Notice: The By-Laws are located in O.R. 4305, Page 1653 through 1680 records of Pinellas County, the

Resolved that the By-Laws, O. R. 4305, Page 1664 under HOUSE RULES, (s) Page 1665 be changed as follows:

(s) Owners in the walking of their dogs or cats shall only use the area so designed as pet walking areas and will pick up any droppings deposited by said pet. The walking of the pet shall be strictly prohibited to any portion of the condominium property.

Pets shall be carried while in the building; which includes the walkways, elevator and lobbies.

Underlining indicates amendment addition. Strickout indicates elimination.)

Sea1

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 13 day of November, 1996 by Howard Parks President and Laura Giannone , Secretary of Town Shores of Gulfport #217, Inc., A Florida Corporation behalf of the Corporation. They are personally known to me and who did take an oath.

Notary Public



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. 217, 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. 217, A Condominium, (hereinafter, the "Condominium") legally described in the Declaration of Condominium, as same is recorded in Official Records Book 4305, at Page 1619, 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	TOWN SHORES OF GULFPORT,	
Sign Print	_ NO. 217, INC. _ By:	
SignPrint	Joseph Kolba, President _	
WITNESSES Sign Print Sign Print	, President , Address: P.O. Box 2562	
, 2003, by	RUMENT was acknowledged before me this, as President of Town Shores o	
No. 217, Inc., a Florida not for pr	ofit 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		
	RUMENT was acknowledged before me this	
of Peoples Ga corporation, on behalf of said corporation	, as as System, a Division of Tampa Electric Company, rporation.	a Florida
Personally Known or	NOTARY PUBLIC - STATE OF FLORIDA	
Produced Identification Type of Identification	print	
My Commission expires:		

KARLEEN F. DE BLAKER, CLERK OF COURT PINELLAS COUNTY FLORIDA INST# 2004067022 02/13/2004 at 10:57 AM OFF REC BK: 13374 PG: 1296-1297 DocType:CONDO RECORDING: \$10.50

Additions Indicated by <u>Underlining</u> Deletions Indicated by Striking Through

SCHEDULE OF AMENDMENTS TO DECLARATION OF CONDOMENIUM TOWN SHORES OF GULFPORT NO. 217, INC. WINDSOR ASSOCIATION

- 1. Resolved that the Declaration of Condominium, 12. AMENDMENT OF DECLARATION, (a), O.R. 4305, Page 1626 and as amended October 12, 1992 and recorded in O.R. 8059, PG 1158 be changed as follows:
- 12 (a) AMENDMENT OF DECLARATION: This Declaration may be amended by affirmative vote of two-thirds (2/3) of the condominium parcels **present or by proxy** at a meeting duly called for such purpose pursuant to the By-Laws; provided, however, that no amendment shall be made which shall in any manner impair the security of an institutional mortgagee having a mortgage or other liens against any one or more

Substantial wording of 12. AMENDMENT OF DECLARATION. See page 1626 for text.

- 2. Resolved that the By-Laws, ARTICLE XV, AMENDMENT OF BY-LAWS, O.R. 4305, Page 1667 and as amended October 12, 1992 and recorded in OR 8059, PG 1159 be changed as follows:
- ARTICLE XV. The By-Laws of the corporation may be altered, amended or repealed unless specifically prohibited herein, at any regular or special meeting of the members by a two-thirds (2/3) vote of all members <u>present or by proxy at a duly called meeting</u> of the corporation.....

Substantial wording of ARTICLE XV..See XV for present text.

- 3. Resolved that the Articles of Incorporation, VIII., O.R. 4305, page 1673 and as amended October 12, 1992 and recorded in OR 8059, PG 1159 be changed as follows:
- VIII The By-Laws of the Corporation are to made, altered or rescinded by the two-thirds (2/3) vote of the members <u>present or by proxy at a duly called meeting</u> of this corporation save and.....

Substantial wording of ARTICLE VIII. Refer to Page 1673 for present text.

- 4. Resolved that the Articles of Incorporation XI., O.R. 4305, Page 1674 and as amended October 12, 1992 and recorded in OR 8059, PG 1159 be changed as follows:
 - XI. These Articles of Incorporation may not be amended, altered, modified, changed or rescinded by a vote of less that two-thirds of the then present members of the corporation present or by proxy at a duly called meeting, which may be accomplished at any regular or special meeting of the corporation, provided that written notice of the proposed change shall have been mailed to each member of the corporation......

Substantial wording of ARTICLE XI. Refer to Page 1674 for present text.

Mail To:G. F Property Mgr. 321s. Jth Street S. Gulfport, FL 33707

CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF TOWN SHORES GULFPORT # 217, INC. THE WINDSOR HOUSE

NOTICE IS HEREBY GIVEN that at a fully called meeting of the members on Monday, February 9, 2004, by a vote of not less than two-thirds of the total vote of the membership. The By-Laws of TOWN SHORES OF GULFPORT #217, INC., as originally recorded (see attachément), et seq., in the Public Records of Pinellas County, Florida, be amended as attached:

IN WITNESS WHEREOF, Town Shores of Gulfport #217, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove this 9th day of February, 2004.

Town Shores of Gulfport #217, Inc.

Corporate Seal

ATTEST2

Secretary

Mannous.

STATE OF FLORIDA COUNTY OF PINELLAS

On this 13th day of February, 2004, personally appeared before me Josef Kolba, President, and Laura Giannone, Secretary, of Town Shores of Gulfport #217, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.

Gregory G. Fata, Notary Public

GREGORY G. FATA

GREGORY G. FATA

MY COMMISSION # DD 128780

EXPIRES: July 6, 2006

1-800-3-NOTARY FL Notary Service & Borxing, Inc.

Page 2, Amendments - 4/8/96 Town Shores of Gulfport #217, Inc.

James J. Murchie

President

Witness

Sea1

The foregoing instrument was acknowledged before me this 80th

President and Shores of Gulfport #217, Inc., A Florida Corporation on behalf of the Corporation. They are personally known to me and who did take an oath.

Notary Public

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

5C059860 WJB 04-10-1996 10:50:35 01 CTF-TOWN SHORES OF GULFPORT #217 RECORDING 1 \$10.50

TOTAL •

TOTAL: \$10.50 DERED: \$10.50

CHECK AMT. TENDERED: CHANGE:

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Condominium Plats pertaining hereto are filed in condominium Plat Book 21, Pages 60, 61 and 62.

Return to: G. Renfrow, 3210 59th St.So., Gulport, F1. 33707



FLORIDA DEPARTMENT OF STATE Glenda E. Hood Secretary of State

March 12, 2004

TOWN SHORES OF GULFPORT, NO. 217, INC. % GREGG FATA 3210 59TH STREET SOUTH GULFPORT, FL 33707

Re: Document Number 732873

The Articles of Amendment to the Articles of Incorporation for TOWN SHORES OF GULFPORT, NO. 217, INC., A CONDOMINIUM, a Florida corporation, were filed on March 11, 2004.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section. 2010

Anna Chesnut Document Specialist Division of Corporations

Letter Number: 704A00016787

Anna Chean!! the Amendment Fing Poetlen.

Johnnauf Spoolafa



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on March 11, 2004, to Articles of Incorporation for TOWN SHORES OF GULFPORT, NO. 217, INC., A CONDOMINIUM, a Florida corporation, as shown by the records of this office.

The document number of this corporation is 732873.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twelfth day of March, 2004

THE STOOM IN STOOM IN

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CR2EO22 (2-03)

Leada E. Nood Blenda H. Hood Secretary of State

ARTICLES OF AMENDMENT

to

ARTICLES OF INCORPORATION

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of
Town Shores OF Gulffort, M.217, Inc., Alando (present name) # 732873 (Document Number of Corporation (If known)
(2000)
Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned Florida nonprofit corporation adopts the following articles of amendment to its articles of incorporation.
FIRST: Amendment(s) adopted: (INDICATE ARTICLE NUMBER(S) BEING AMENDED, ADDED OF DELETED.)
XI. These Articles of Incorporation may not be amended, altered modified, changed or rescinded by a vote of less than two-thirds the-then-present members of the corporation present or by proxy at a duly called meeting, which may be accomplished at an regular or special meeting of the corporation, provided that written notice of the proposed change shall have been mailed to each member of the corporation
Substantial wording of ARTICLE XI. Refer to Page 1674 for present text.
SECOND: The date of adoption of the amendment(s) was: Feb 9, 2004
SECOND: The date of adoption of the amendment(s) was. THIRD: Adoption of Amendment (CHECK ONE)
The amendment(s) was(were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.
There are no members or members entitled to vote on the amendment. The amendment(s) was(were) adopted by the board of directors.
Signature of Chairman, Vice Chairman, President or other officer
Laura L. Giannone Typed or printed name
Secretary 3-8-04 Date
Title

CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF TOWN SHORES OF GULFPORT #217, INC. THE WINDSOR HOUSE

NOTICE IS HEREBY GIVEN that a fully called meeting of the members on Wednesday, November 9, 2005, by a vote of not less than two-thirds 2/3rds of those voting of originally recorded Article X, Section H, in O.R. 4305, Page 1665, and as amended in O.R.9530, Page 1888, et seq., in the Public Records. Also, Article XIII as originally recorded in O.R. 4305, Page 1666 in the Public Records of Pinellas County.

IN WITNESS WHEREOF, Town Shores of Gulfport #217, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove this 9th day of November 2005.

Town Shores of Gulfport #217, Inc.

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ATTEST

Laura L. Giannone, Secretary

STATE OF FLORIDA COUNTY OF PINELLAS

On this 15th day of November, 2005, personally appeared before me Rosalie Barbieri, President, and Laura L. Giannone, Secretary, of Town Shores of Gulfport #217, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.

Tracy L. Workman, Notary Public

Additions Indicated by <u>Underlining</u>
Deletions Indicated by <u>Striking through</u>

SCHEDULE OF AMENDMENTS TO DECLARATION OF CONDOMINIUM TOWN SHORES OF GULFPORT NO. 217, INC. WINDSOR ASSOCIATION

1. Resolved that the By-Laws, ARTICLE X AMENDMENT OF BY – LAWS, O.R. 4305, Page 1665 as H and as amended November 21, 1996 and recorded in O.R. 9530 Page 1888 be changed as follows:

ARTICLE X, HOUSE RULES, H. Owners in the walking of their dogs or cats shall only use the area so designated as pet walking areas and will pick up any droppings deposited by said pet. The walking of pets shall be strictly prohibited on any other portion of the condominium property.

Pets shall be carried while in the building; which includes the walkways, elevator and lobbies.

2. Resolved that the By-Laws, Article XIII, AMENDMENT OF BY-LAWS, O.R. 4305, Page 1666 as REGISTERS, Section 2, be changed as follows:

ARTICLE XIII, REGISTERS, 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 to be determined by the Board of Directors which will be a minimum of Twenty-five Dollars (\$25.00) Fifty Dollars (\$50.00) to cover the costs of contacting the references given by the applicant and such other costs of investigation, credit and background checks, that may be incurred by the Board of Directors.

Substantial wording of ARTICLE XIII, REGISTERS, Section 2...See documents for present text.