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File No. 6716

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
SHORE TOWERS BUILDING OF TOWN APARTMENTS
SOUTH NO. 103, A CONDOMINIUM**

NOTICE IS HEREBY GIVEN that the DECLARATION OF CONDOMINIUM OWNERSHIP OF SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC., A CONDOMINIUM, including the Articles of Incorporation and the By-Laws of SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC., a Florida corporation not-for-profit, as Exhibits to said Declaration of Condominium Ownership, as originally recorded in O.R. Book 2935, pages 281 through 335, of the Public Records of Pinellas County, Florida, and as subsequently amended, were amended and restated in their entirety, **including the change of name of the Condominium** from SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC., a Condominium, **to SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, a Condominium** (without "INC."), by the affirmative vote of not less than two-thirds (2/3rds) of those members of the Association present in person or represented by written proxy at the Annual Meeting of the Members on January 18, 2023, as required for amendment of said Declaration of Condominium Ownership and said Articles of Incorporation and By-Laws, as set forth in the Amended and Restated Declaration of Condominium, the Amended and Restated Articles of Incorporation and the Amended and Restated By-Laws, all attached hereto.

IN WITNESS WHEREOF, SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC. has caused this Certificate of Amendment to the Declaration of Condominium to be signed in its name by its President, on this 28th day of February, 2024.

Signed in the Presence of
Two (2) Witnesses:

SHORE TOWERS BUILDING OF TOWN
APARTMENTS SOUTH NO. 103, INC.

Wit. 1 Sign: [Signature]
Print Name: Nicholas F. Lang

By: [Signature]
Ronald E. Walker, President
1868 Shore Drive South, #101
South Pasadena, FL 33707

Wit. 2 Sign: [Signature]
Print Name: Kathleen Casey Swyryd

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing Certificate of Amendment was acknowledged before me by means of physical presence or online notarization, this 28th day of February, 2024, by RONALD E. WALKER, as President of SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC., a Florida corporation not-for-profit. He is personally known to me or produced Florida drivers license as identification and did not take an oath.

[Signature]
Notary Name: Kathleen Casey Swyryd
Notary Public
My Commission Expires: 8/9/2027



**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
SHORE TOWERS BUILDING OF TOWN APARTMENTS
SOUTH NO. 103, A CONDOMINIUM**

EXHIBITS TO DECLARATION

- Exhibit "A-1" Legal Description of Condominium Property
- Exhibit "A-2" Warranty Deed and Legal Description of Submerged Land
- Exhibit "B" Condominium Plat
- Exhibit "C" Percentages of Ownership of Common Elements
- Exhibit "D" Amended and Restated Articles of Incorporation of Shore Towers Building of Town Apartments South No. 103, Inc.
- Exhibit "E" Amended and Restated By-Laws of Shore Towers Building of Town Apartments South No. 103, Inc.

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SHORE TOWERS BUILDING OF TOWN APARTMENTS
SOUTH NO. 103, A CONDOMINIUM**

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**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OF
SHORE TOWERS BUILDING OF TOWN APARTMENTS
SOUTH NO. 103, A CONDOMINIUM**

This is a Declaration of Condominium made this 15th day of October, A.D. 1968, by GALT CONSTRUCTION CO., INC., a Corporation existing under the laws of the State of Florida, hereinafter referred to as the "Developer", for itself and its successors, grantees and assigns, to its grantees and assigns, and their heirs, successors and assigns:

W I T N E S S E T H:

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

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

WHEREAS, Developer desires to submit said real property and said apartment building with related facilities to condominium ownership, all pursuant to Chapter 63-35, Florida Statutes, 1963, now Chapter 718, Florida Statutes, known as the Condominium Act;

NOW THEREFORE, the said GALT CONSTRUCTION CO., INC. hereby makes the following declarations:

1. PROPERTY:

1.1 The land described in Exhibit "A-1" attached to and made a part hereof by reference, hereinafter referred to as the "condominium property," is hereby submitted to condominium ownership pursuant to the Condominium Act, as it existed on the date of original recording of this Declaration of Condominium on October 23, 1968 and as from time to time amended, and all improvements erected or installed on said land, including one building containing seventy-eight (78) condominium units and related facilities, and all easements and rights appurtenant thereto intended for use in connection with the condominium.

1.2 The submerged lands described in the Warranty Deed attached hereto as Exhibit "A-2" and made a part hereof by reference, hereinafter referred to as the "submerged lands," were acquired by the Association in 2016 as Association real

property and are located directly abutting the condominium property.

2. NAME: The condominium is to be identified by the name SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, a Condominium.

3. DEFINITIONS: For all purposes, the terms used in this Declaration and in the Articles of Incorporation and By-Laws of SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC., a Florida non-profit corporation, shall be defined in accordance with the provisions of Section 718.103, Florida Statutes, as from time to time amended, and as follows unless the context otherwise requires:

3.1 "Assessment" means a share of the funds which are required for the payment of common expenses, which from time to time is assessed against the unit owner.

3.2 "Association" means the corporate entity hereinbefore described and its successors, which is responsible for the operation of the condominium.

3.3 "Board of Directors" means the board of directors or other representative body which is responsible for administration of the Association.

3.4 "By-Laws" means the By-Laws of the Association as amended from time to time.

3.5 "Common Elements" means the portions of the condominium property not included in the condominium units.

3.6 "Common Expenses" means all expenses properly incurred by the Association in the performance of its duties.

3.7 "Common Surplus" means the excess of all receipts collected by the Association, including, but not limited to, assessments, rents, profits, and revenues, over the amount of common expenses.

3.8 "Condominium" means that form of ownership of real property created pursuant to the Condominium Act, which is comprised entirely of units that may be owned by one or more owners, and in which there is, appurtenant to each unit, an undivided share in the common elements.

3.9 "Condominium Parcel" means a unit together with an undivided share in the common elements appurtenant to the unit.

3.10 "Condominium Unit" or "Unit" means a part of the condominium property which is subject to exclusive ownership, designated "condominium unit" on the plat, a copy of which is attached to and made a part hereof by reference as Exhibit "B."

3.11 "Declaration of Condominium" or "Declaration" means this instrument by which this condominium is created, as it may from time to time be amended.

3.12 "Limited Common Elements" means those common elements which are reserved for the use of a certain unit to the exclusion of all other units, as further specified in Paragraph 6 herein.

3.13 "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company or other like business entity that holds a mortgage on a unit.

3.14 "Permanent Occupant" means any person who occupies or will occupy a unit for a cumulative period of more than thirty (30) days in any twelve (12) month period. "Temporary Occupant" or "guest" means any person who occupies or will occupy a unit for a cumulative period of thirty (30) days or less in any twelve (12) month period. The term "resident" (permanent or temporary) shall have the same meaning as the term "occupant" (permanent or temporary).

3.15 "Unit Owner" means a record owner of legal title to a condominium parcel.

Whenever the context so permits, 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.

This Declaration is divided into paragraphs (such as Paragraph 4 titled "Description"), subparagraphs (such as Subparagraph 4.3 titled "Unit Boundaries"), Sections (such as Section 4.3(a), and Subsections (such as subsection 4.3(a)(1)).

4. IDENTIFICATION AND BOUNDARIES OF UNITS:

4.1 Condominium Plat. The condominium units and all other improvements constructed on the condominium property are set forth in the plat attached as Exhibit "B." Each condominium

unit is described in said plat in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit as well as of the common elements appurtenant thereto.

4.2 Easements. The condominium property is subject to the easements provided in the Condominium Act.

4.3 Unit Boundaries. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, as follows:

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

(1) The upper boundary is the horizontal plane of the undecorated, unfinished lower surface of the structural ceiling of the unit.

(2) The lower boundary is the horizontal plane of the undecorated, unfinished upper surface of the concrete floor of the unit.

(3) No part of the nonstructural interior walls shall be considered a boundary of the unit.

(b) The perimetrical boundaries of the unit shall be the vertical planes of the undecorated, unfinished interior walls bounding the unit, including the porches, extending to intersections with each other and with the upper and lower boundaries. However, exterior surfaces of screening, windows, window facings, doors and door facings shall be included within the boundaries of the units.

5. COMMON ELEMENTS: Common Elements as hereinabove defined shall include within its meaning the following items:

5.1 The condominium property which is not included within the units.

5.2 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.

5.3 An undivided share in the common surplus.

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

5.5 An easement of support in every portion of a unit which contributes to the support of a building.

5.6 Cross easements for ingress, egress, maintenance, repair and replacement.

5.7 Easements or encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlement or movement 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.

5.8 The property and installations required for the furnishing of utilities and other services to more than one unit or to the common elements.

6. LIMITED COMMON ELEMENTS: Each parking space assigned to a unit shall be deemed a limited common element appurtenant to the unit. All unassigned parking spaces are common elements. Two owners may permanently exchange assigned parking spaces by an assignment document approved by the Board of Directors, which shall be completed and signed by both owners and filed with the Association. Upon filing, each such permanently exchanged space shall be assigned by the assignor owner and become appurtenant to the unit of the assignee owner as a limited common element. At all times, each unit shall be permanently assigned one (1) parking space. The Association shall maintain a record of permanent parking space assignments. An owner may grant temporary use of the owner's assigned parking space to another owner without filing an assignment document with the Association.

7. PERCENTAGES OF OWNERSHIP OF COMMON ELEMENTS: The undivided shares, stated as percentages, in the common elements appurtenant to each of the condominium units are as set forth in Exhibit "C" attached to and made a part hereof by reference.

8. COMMON EXPENSES AND COMMON SURPLUS: Common expenses shall be shared in accordance with the undivided shares stated as percentages in Exhibit "C." 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. The common surplus shall be owned by unit owners in the shares provided in Exhibit "C."

9. THE ASSOCIATION:

9.1 Operation. The operation of the condominium shall be governed by a Florida corporation not-for-profit under the Condominium Act. The name of the corporation shall be SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC., hereinafter called the "Association." The Articles of Incorporation and By-Laws of the Association are attached to and made a part hereof by reference as Exhibits "D" and "E," respectively.

9.2 Board of Directors. The affairs, policies, regulations and property of the condominium and the Association shall be controlled and governed by the Board of Directors of the Association in accordance with this Declaration, the Articles of Incorporation, the By-Laws, and the Rules and Regulations of the Association.

9.3 Membership. The members of the Association shall consist of all of the owners of legal title to the units. An owner shall automatically become a member when the owner acquires title to the unit and the owner's membership shall terminate when the owner no longer owns the unit.

9.4 Powers and Duties. The powers and duties of the Association shall include those set forth in the Condominium Act, the Florida Not-For-Profit Corporations Act, this Declaration, the Articles of Incorporation and the By-Laws, all as amended from time to time.

10. AMENDMENT OF DECLARATION:

10.1 Proposal. An amendment to this Declaration may be proposed by either a majority of the entire membership of the Board of Directors or by a petition signed by at least twenty-five percent (25%) of the entire membership of the Association. The text of the proposed amendment shall be included in the notice to the members of any meeting of the members at which the proposed amendment is considered.

10.2 Approval. This Declaration may be amended by an affirmative vote of not less than two-thirds (2/3rds) of those members of the Association present in person or represented by written proxy at any regular or special meeting of the members

duly called for such purpose pursuant to the By-Laws, at which a quorum of members shall be present in person or by proxy. Notice of said membership meeting shall be mailed, hand delivered or electronically transmitted to each member of the Association at least fourteen (14) days prior to said meeting and shall contain a full statement of the proposed amendment. However, no amendment shall be made which shall in any manner impair the security of any institutional lender having a mortgage or other lien against any condominium parcel, or any other record owners of liens thereon.

10.3 Certificate. The text of each amendment shall be included in a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President of the Association with the same formality as that of a deed. The amendment shall be effective when such certificate, including the text of the amendment is recorded in the public records of Pinellas County, Florida.

10.4 Exceptions. Notwithstanding the foregoing, no amendment shall change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the unit owner shares the common expenses and owns the common surplus unless the record owner of the unit and all record owners of liens on the unit join in the execution of the amendment and unless all record owners of all other units approve the amendment.

11. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION:

11.1 Assessments. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses of the condominium property, which shall be assessed against each unit owner by the Association as provided in paragraphs 7 and 8.

11.2 Interest, Late Fee and Application of Payments. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest or a late fee, but all sums which not paid on or before ten (10) days after the date due shall bear interest from the date due until paid at the highest rate allowed by law and shall be subject to a late fee as set from time to time by the Board of Directors, not to exceed the maximum allowed by law. All payments on account shall

first be applied to interest, then to late fees, if any, then to any costs and reasonable attorneys' fees incurred by the Association in collection as provided in this Declaration, and then to the delinquent assessment first due.

11.3 Lien for Assessments. The Association has a lien on each condominium parcel to secure the payment of assessments, annual and special, as well as interest, late fees, all costs and reasonable attorneys' fees as provided in this Declaration against the unit owner of such condominium parcel until paid. Except as otherwise set forth below, said lien is effective from and shall relate back to the date of original recording of this Declaration and shall be deemed to be prior to and superior to the creation of any homestead status for any condominium parcel and to any subsequent lien or encumbrance. However, as to first mortgages of record, said lien is effective from and after recording of a claim of lien in the public records of Pinellas County, Florida.

11.4 Claim of Lien. In order to be valid, a claim of lien must state the description of the condominium parcel, the name of the record owner thereof, the name and address of the Association, the amount due, and the due dates. The claim of lien must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien secures all unpaid assessments that are due and that may accrue after the claim of lien is recorded and through the entry of a final judgment, as well as interest, late fees, and all costs and reasonable attorneys' fees incurred by the Association in collection, which shall include the defense by the Association of any mortgage or other lien foreclosure on the parcel and of any bankruptcy filed by the unit owner, including costs and fees on appeal. Upon payment in full, the party making the payment shall be entitled to a satisfaction of the lien.

11.5 Foreclosure and Money Judgment. The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The Association shall be entitled to the appointment of a Receiver if it so requests. The Association is entitled to recover its reasonable costs and attorney's fees incurred as provided for in this Declaration in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments.

11.6 Settlement. The Board of Directors may settle and compromise a lien foreclosure action or an action to recover a money judgment if the Board determines the same to be in the best interests of the Association. The Association may bid at any sale in foreclosure of its lien on a unit and apply as a cash credit against its bid all sums due the Association, covered by the lien being enforced, and may acquire and hold, lease, mortgage and convey the subject unit.

11.7 First Mortgagee Lien Priority. When a first mortgagee or its successor or assignees acquires title to a unit by foreclosure of the mortgage or by deed in lieu of foreclosure, such acquirer of title shall be liable for the unpaid assessments pertaining to such unit or chargeable to the former owner of such unit that became due prior to acquisition of title in the manner above provided only to the extent required by the Condominium Act, as amended from time to time, unless such assessments are secured by a claim of lien for assessments that is recorded prior to the recording of said mortgage. Any remaining unpaid assessments shall be deemed to be common expenses collectible from all unit owners including such acquirer, its successor or assignees. A mortgagee acquiring title to a condominium unit as a result of foreclosure or a deed in lieu of foreclosure shall not, during the period of its ownership of such unit, whether or not such unit is unoccupied, be excused from the payment of some or all of the assessments coming due during the period of such ownership.

12. MAINTENANCE, ALTERATION AND ADDITION: The responsibility for the maintenance of the condominium property and the restrictions on alteration and addition thereto shall be as follows:

12.1 Units.

(a) By the Association. The Association shall maintain, repair and replace at the Association's own expense:

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

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services (such as gas, electric power, water and sewer disposal) which are contained in the portions of the unit maintained by the

Association, and all such facilities contained within a unit which service part or parts of the condominium property other than the unit within which such facilities are contained.

(b) By the Unit Owner. The responsibility of the unit owner shall be as follows:

(1) To maintain in good condition, repair and replace, at the owner's expense, all portions of the unit and other equipment and facilities serving only the unit, except those portions to be maintained, repaired and replaced by the Association, which shall be done without disturbing the rights of the other unit owners and without causing any damage to the common elements, including:

(i) all screens and glass, window treatments, built-in cabinets and countertops, appliances and kitchen equipment;

(ii) all heating and air conditioning equipment and the condensation line and any stand for such equipment serving only the unit, whether such equipment and condensation line are contained inside or outside of the boundaries of the unit, including the "branch" condensation line from the unit to the point at which the same connects to the main condensation line that serves more than one unit;

(iii) all ducts, plumbing pipes, fixtures and connections, and electrical wiring serving only the unit, whether contained inside or outside of the boundaries of the unit, including the "branch" duct, pipe or wiring from the unit to the point at which the same connects to the main duct, pipe or wiring that serves more than one unit;

(iv) all floor, wall and ceiling coverings (such as carpet, tile, paint, texture or wallpaper); and

(v) any other contents of the unit, including all non-supporting walls and partitions.

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

(3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(4) To clean, maintain, repair and replace the unit doors and windows, including exterior windows and screens. All repairs and replacements of doors, windows and screens shall conform in color, style and quality to the specifications contained in the Rules and Regulations.

(5) To repair water leaks occurring in the unit to the plumbing pipes and equipment (such as a leaking sink or toilet or pipe thereto) and repair mechanical and other equipment located in and serving the unit (such as telephone, heating, cooking, refrigeration, cooling and other equipment located in the unit). All such repairs shall be made solely at the unit owner's expense and only by appropriately licensed plumbing, electrical or other persons qualified and licensed to do business in Pinellas County, Florida. No unit owner shall make mechanical adjustments to any other equipment on the condominium property, such as the limited common elements or meters.

(6) Not make or cause any structural alteration to and in the building, specifically including, but not limited to storm shutters, the color, design and make of which shall conform to the specifications contained in the Rules and Regulations and shall be subject to approval by the Board of Directors.

(7) Not to mechanically adjust or repair any of the equipment found in the meter room, boiler room or washer and dryer room.

(8) Not to mechanically adjust or repair the television amplifier.

(c) Alteration or Addition. No unit owner shall make any alteration or addition to the portions of the unit or the building that are to be maintained by the Association, or remove any portion thereof or make any additions thereto, or do anything that may jeopardize the safety or soundness of the building or increase the cost of maintenance or impair any easement without first obtaining the approval in writing of the Board of Directors of the Association. The unit owner shall, in writing, apply to the Board of Directors for approval of the planned alteration or addition. Accompanying said application

shall be detailed plans and specifications for all such work, a copy of the proposed contract between the unit owner and the contractor and written evidence that the contractor is properly licensed and maintains liability insurance in the minimum amount required from time to time by the Board.

12.2 Common Elements.

(a) By the Association. Maintenance and operation of the common elements including limited common elements (excluding the air conditioning equipment designated for each unit) shall be the responsibility of the Association and a common expense.

(b) Material Alteration or Substantial Addition.

(1) There shall be no material alteration or substantial addition to the common elements or to real property which is Association property without the prior affirmative vote of not less than two-thirds (2/3rds) of those members of the Association present in person or represented by written proxy at any regular or special meeting of the members duly called for such purpose pursuant to the By-Laws, at which a quorum of members shall be present in person or by proxy.

(2) A material alteration or substantial addition shall be defined to exclude any alteration or addition to the common elements or to real property which is Association property that requires the expenditure by the Association of ten thousand dollars (\$10,000.00) or less, or that is constructed or installed for the purpose of maintenance or protection of the condominium property or for the safety or security of the residents regardless of the amount of the expenditure by the Association, provided, however, there shall be no alteration to the common elements by change or removal of a design element of the building without the aforementioned approval of the members.

13. ENFORCEMENT OF MAINTENANCE: In the event the owner of a unit fails to maintain the unit as required herein or otherwise violates the provisions hereof, the Association or any other unit owner shall have the right to proceed to condominium arbitration or court litigation, as appropriate, to seek compliance with the said provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put 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 said 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. The assessment for such repairs or other work shall be an assessment under Paragraph 11 and shall be subject to the same lien rights as all other assessments against a unit in the Condominium.

14. USE RESTRICTIONS: The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists and so long as the building exists in a useful condition on the land:

14.1 Single Family Residence. Each unit shall be occupied only by a single family and guests, as a residence and for no other purpose. The term "single family" shall be defined as one (1) or more persons related by blood, marriage or adoption, and shall be limited to the owner of a unit and the spouse, parents or adult children of the owner; or a maximum of two (2) unrelated persons and their families living together as a single housekeeping unit, sharing kitchen and bedroom facilities. No unit may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred.

14.2 Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No unit owner shall permit any use of his or her unit or make any use of the common elements which will increase the rate of insurance upon the condominium property or increase the service and/or maintenance costs of the property.

14.3 Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units. The common elements shall not be obstructed, littered, defaced or misused in any manner.

14.4 Lawful Use. No unauthorized or unlawful use shall be made of the condominium property nor any part thereof; and

all valid laws, zoning, ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

14.5 Leasing Period. After approval by the Board of Directors as required by Paragraph 15, entire units may be leased provided the occupancy is only by the tenant, the tenant's family and guests. No individual rooms or other portions of a unit may be leased or rented.

(a) A unit may be leased only for a minimum period of one (1) year. No unit may be subleased or sub-rented.

(b) For purposes of this Declaration and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association, the term "lease" shall be defined as any arrangement, written or unwritten, whether identified as a lease, rental, license or otherwise, under which a person(s), whether identified as a lessee, tenant, guest, or otherwise, other than the owner of a unit, uses or occupies the unit and the owner receives any consideration, compensation or benefit either directly to the owner or indirectly for the owner or for the unit, including payment of assessments to the Association, real estate taxes, utilities or other charges to the unit.

(c) The term "lease" shall also specifically include any vacation rental or other short-term use or occupancy of a unit arranged by any means, including but not limited to Airbnb™, VRBO®, or any other similar service or arrangement, all of which shall be prohibited if occupancy is for a period of less than one (1) year. The term "lease" shall also specifically include any use or occupancy of a unit by exchange or swap arranged by any means, including but not limited to HomeExchange®, Home for Exchange™, or any other similar service or arrangement, with or without consideration, compensation or benefit to or for the owner or the unit, all of which shall be prohibited if occupancy is for a period of less than one (1) year.

(d) The Board of Directors shall have the right to require that a substantially uniform form of lease be used or, in the alternative, the Board's approval of the lease form to be used shall be required.

(e) All leases shall provide (or shall be automatically deemed to provide) that the Association shall have the right to terminate the lease upon any violation or noncompliance by the tenant or his or her family or guests with the provisions of this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations of the Association, as the same may be amended from time to time (the "Association documents"). Regardless of whether or not expressed in the applicable lease, the unit owner shall be jointly and severally liable to the Association for the acts and omissions of his or her tenant and the family and guests of the tenant which constitute a violation of, or noncompliance with, the provisions of the Association documents.

14.6 Limitation on Leasing after Acquisition of a Unit. No unit may be leased or otherwise occupied by any person other than a "bona fide owner" during the first three (3) years of ownership following the acquisition of title to the unit, except for a unit acquired by the Association. The Association may lease a unit owned by the Association immediately after acquisition of title to the unit.

(a) For the purpose of this restriction, a "bona-fide owner" is defined as a person who owns at least one-third (1/3) of the total interest in the unit as shown in the Public Records of Pinellas County, Florida. Transactions and contracts such as agreements for deed, fractional ownership interests and other such arrangements used for the purpose of avoiding this restriction are prohibited.

(b) If an owner violates this restriction, any period of time during which the unit is leased in violation of this restriction shall be added to the three-year waiting period that starts when title to the unit is acquired.

(c) If a unit is currently leased at the time of any sale or transfer, such lease shall not be renewed by the new owner, and the tenant(s) shall be notified in writing by the new owner of such non-renewal, with a copy provided to the Association. In addition, the period of time during which the unit is leased following the acquisition of title by the new owner shall be added to the three-year waiting period that starts when title to the unit is acquired by the new owner. Therefore, the three-year waiting period during which a unit shall not be leased by a new owner will not begin until the end of any lease that is in effect at the time that such new owner takes title to the unit.

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14.7 Age 55 Restriction. It is the intention of the Association 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 Act.

(a) Accordingly, at least one person who is fifty-five (55) years of age or older must be a permanent occupant of each unit while any person occupies said unit. Persons under the age of fifty-five (55) and at least eighteen (18) years of age may occupy a unit as long as at least one of the permanent occupants is fifty-five (55) years of age or older. No person who is under the age of eighteen (18) shall permanently occupy a unit.

(b) The Board of Directors is authorized to grant hardship exceptions to this restriction provided at no time shall less than eighty percent (80%) of all units be occupied by at least one permanent occupant who is fifty-five (55) years of age or older. Under no circumstances will hardship exceptions be made that would grant permanent occupancy to persons under eighteen (18) years of age.

(c) The Board of Directors shall adopt and amend, from time to time, such Rules and Regulations as are necessary or appropriate to establish hardship exceptions to this restriction and to ensure continuing compliance with this restriction and with Section 807 of the Fair Housing Amendments Act of 1988. Hardship exceptions shall include but shall not be limited to exceptions that allow continued occupancy of a unit after the death of an owner who is age fifty-five (55) or older by:

(1) his or her surviving spouse, if any, who is under age fifty-five (55), or

(2) if no surviving spouse, another member or members of the owner's family who resided with the owner at the time of his or her death and who is or are under age fifty-five (55).

(d) The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times and to establish policies in order to comply with the requirements of the Fair Housing Amendments Act of 1988, as it may be amended from time to time.

14.8 Pets and Assistance Animals. No dogs, cats or other pets or animals shall be permitted in any unit or on the condominium property, even during short visits or temporarily to take care of another person's pet or animal, except for assistance animals as provided herein. A resident with a disability shall be entitled to maintain an assistance animal in the resident's unit and on the condominium property after obtaining approval from the Board of Directors for a reasonable accommodation of the restriction prohibiting pets.

(a) An assistance animal that is a dog or cat shall be walked or transported on the common elements in a carrier or secured on a leash that is no longer than six (6) feet and under the control of the handler.

(b) The owner or handler of the assistance animal shall pick up all solid waste of their assistance animal, place it in an appropriate container and properly dispose of such waste in a garbage receptacle.

(c) All assistance animals shall be kept quiet at all times. If the Board of Directors determines, in its sole judgment, that a particular assistance animal constitutes a nuisance to other residents, by loud or excessive noise, disruptive behavior or other disturbances, the Board shall have the power to compel the Owner of the assistance animal and the unit owner to remove said assistance animal from the unit and the condominium property immediately upon notice, notwithstanding the foregoing provisions.

(d) Each owner of an assistance animal shall be strictly responsible for the behavior of said assistance animal, including any damage to the common elements or Association property, any damage to the property of other persons and any injury to other persons caused by said assistance animal, and shall indemnify and hold harmless the Association from any such damage or injury.

14.9 Vehicles and Parking. Parking of vehicles on the condominium property shall be limited to non-commercial vehicles, including but not limited to non-commercial automobiles, vans, sport utility vehicles (SUVs), trucks and such other types of non-commercial vehicles as may be identified in the Rules and Regulations. However, the length and width of any such vehicle (including any trailer hitch, bicycle rack or other feature that extends the length or width of the vehicle) shall not exceed the length or inside width of the parking lines

of the parking space.

(a) No other type of vehicle shall be parked on the condominium property, including but not limited to motorcycles, trailers of any kind (whether boat, house or utility), recreational vehicles (RVs), campers, boats, and such other types of vehicles as may be identified in the Rules and Regulations.

(b) The term "non-commercial vehicle" shall be defined as any vehicle that is designed or used primarily for personal transportation of the driver, with or without passengers, and that bears only minimal commercial signage as permitted by the Rules and Regulations, and has no tools or equipment visible.

(c) Commercial service and delivery vehicles may be parked on the condominium property only during the period of service or delivery to the unit or the common elements. The term "commercial vehicle" shall be defined as any vehicle that is not a "non-commercial vehicle."

(d) No more than one (1) non-commercial vehicle shall be parked in each parking space.

(e) All vehicles shall be operational at all times and shall be properly registered and displaying a valid license plate.

(f) No vehicle maintenance or repair shall be performed on the condominium Property except for emergency repairs such as replacement of a flat tire or battery.

(g) Any non-commercial vehicle that is improperly parked and any commercial vehicle that is parked on the condominium property may be towed from the property at the vehicle Owner's expense after notice to the owner.

(h) The Board of Directors may from time to time adopt and amend Rules and Regulations identifying other types of non-commercial and commercial vehicles and governing vehicle operation, parking and other matters concerning vehicles.

14.10 Trade, Business or Profession. No owner, tenant or other resident may conduct or allow any trade, business, profession or other type of commercial activity in any unit or otherwise on the Property, except for limited home

office use as permitted herein, which shall be expressly recognized as incidental to residential use and not a nuisance. Limited home office use shall mean the use of a unit for personal business activities, including business telephone and video calls and email and mail correspondence and such other business activities as may be authorized in writing by the Board of Directors, provided: (a) such activities inside the unit are not apparent or detectable by sight, sound or smell from outside the unit; (b) no customers or clients of the business other than residents of the other units shall come to the unit for such activities; (c) no employees or independent contractors of the business shall work at the unit; (d) no business signage shall be permitted; and (e) such activities shall comply with all applicable zoning ordinances and regulations. No business solicitation of residents of the other units or business use of any list of home or office addresses, email addresses, facsimile or telephone numbers of owners, tenants or other residents shall be permitted under any circumstances.

15. SALES, LEASES, OTHER TRANSFERS AND PERMANENT OCCUPANCY OF UNITS: Each transfer of legal, equitable or beneficial ownership or possession of a unit by sale, lease, gift, devise, inheritance, or other transfer, and each other permanent occupancy of a unit by an adult individual (person) who is not an intended purchaser, tenant, donee, devisee, heir, or other transferee, whether or not such other permanent occupancy occurs in conjunction with or after the sale, lease, gift, devise, inheritance, or other transfer of the unit, shall be subject to and shall comply with the following provisions, which each unit owner covenants to observe:

15.1 Notice to Association. Notice to the Association under this Paragraph shall be provided to the management company or other agent or officer designated from time to time by the Board of Directors of the Association. The unit owner shall provide notice to the Association for prior approval of the sale, lease, gift, devise, inheritance, other transfer, or other permanent occupancy of the unit, as follows:

(a) Application. Prior to the sale, lease, gift, or other transfer, or other permanent occupancy of any unit, and within thirty (30) days after the transfer of any unit by devise or inheritance to the existing transferee or transferees (the "existing transferee"), the unit Owner or the existing transferee (for transfers by devise or inheritance) shall submit to the Association an application for such approval, which shall

contain the names and addresses of the intended purchaser or purchasers (the "intended purchaser"), the intended tenant or tenants (the "intended tenant"), the intended transferee or transferees (the "intended transferee"), the existing transferee, or the intended other adult permanent occupant, as defined in Subparagraph 3.14, who is not an intended purchaser, intended tenant, or intended transferee (the "intended other permanent occupant"), as applicable, and all intended minor permanent occupants of the unit and such other information, documents and other items as may be required by application forms promulgated by the Board of Directors.

(1) The application shall be fully completed and signed by the intended purchaser, the intended tenant, the intended transferee (for transfers by gift or other transfer), the existing transferee (for transfers by devise or inheritance), or the intended other permanent occupant, as applicable. In the event a corporation, limited liability company, partnership, or other legal entity owns a unit, the sale or transfer of a majority of the legal, equitable or beneficial ownership of such entity shall be considered a sale or transfer of the unit.

(b) Sale. The requirement of this Paragraph for Board approval of sales of units shall not apply to the sale or other transfer of a unit from an owner to the owner as trustee, or to a corporation, limited liability company, partnership, or other legal entity in which the owner has a majority of the legal, equitable or beneficial ownership. Said requirement of this Paragraph shall also not apply to the sale or transfer to or other acquisition of a unit by a mortgagee that acquires title as a result of its mortgage lien on the unit, regardless of whether the title is acquired by deed from the mortgagor or through foreclosure proceedings.

(c) Lease.

(1) In addition, prior to the renewal of an existing lease by the unit owner with the existing tenant or tenants (the "existing tenant") and prior to the yearly anniversary of a lease for more than one (1) year, the unit owner shall submit to the Association an application for such approval of the renewal or for such approval at the anniversary, as provided above for a lease of any unit.

(2) All leases must be for the minimum lease term specified in Section 14.5(a). A tenant shall not assign his

or her lease without the prior written approval of the Board.

(3) Approval of a lease and tenant shall not release the owner from any obligation under this Declaration.

(d) Corporation or Other Legal Entity. In the event the intended purchaser, the intended or existing tenant, or the intended or existing transferee of a unit is a corporation, limited liability company, partnership, or other legal entity, the application of the entity shall contain the names and addresses of all persons who are owners, officers, directors, members, managers, and partners of the entity as well as all intended permanent occupants of the unit, who shall each be subject to approval by the Board of Directors.

(e) Failure to Provide Notice. Failure of the unit owner or the existing transferee (for transfers by devise or inheritance) to provide to the Association a fully completed and signed application, the application fee, and the contract, lease or other transfer instrument shall be deemed a breach hereof, and any sale, lease, renewal of an existing lease, continued lease after the yearly anniversary of a lease for more than one (1) year, gift, devise or inheritance, other transfer, or other permanent occupancy of the unit in contravention of this Paragraph shall be null and void and confer no right, title or interest to the intended purchaser, the intended or existing tenant, the intended or existing transferee, or the intended other permanent occupant. However, at any time after receiving knowledge of the transfer of ownership or possession of a unit or other permanent occupancy of a unit, the Board of Directors, at its election and without notice, may approve or disapprove the transfer or other permanent occupancy. If the Board disapproves the transfer or other permanent occupancy, the Board shall proceed as if it had received the required notice on the date of such disapproval.

15.2 Application Requirements.

(a) Application Fee. The application shall be accompanied by an application fee in an amount as determined from time to time by the Board of Directors not to exceed the maximum amount permitted by law. One application fee shall be paid for each application for sale, lease, gift, devise, inheritance, or other transfer of a unit, and for each application for other permanent occupancy of a unit in conjunction with or after the sale, lease, gift, devise, inheritance, or other transfer of the unit, except for

applications from a husband and wife or a parent and dependent child, who shall be considered one applicant. No application fee shall be required for an application for renewal of an existing lease by the unit owner with the existing tenant or for an application at the yearly anniversary of a lease for more than one (1) year.

(b) Contract, Lease or Other Transfer Instrument.

The application shall be accompanied by a signed copy of the contract to sell, the lease agreement, the contract to transfer title, or a certified copy of the instrument evidencing the transferee's title by gift, devise or inheritance. For leases of units, the Board of Directors shall have the right to require that a substantially uniform form of lease be used.

(c) Interview. The intended purchaser (for a sale), the intended tenant (for a lease), the intended or existing transferee (for any other transfer), or the other intended permanent occupant (for any permanent occupancy) shall attend an interview in person or by telephone, video conference or other electronic means, within the approval period specified in Section 15.3(a), with the Board of Directors or its duly authorized representative (Association officer, committee or managing agent), at such time as is convenient for the Board or its authorized representative, as a condition to approval by the Board. If the interview is not conducted within the specified approval period, then the approval period shall be extended for an extension period of five (5) days after the actual date of the interview.

15.3 Approval by Board of Directors. Approval of the proposed transfer of ownership or possession of a unit by sale, lease, gift, devise, inheritance, or other transfer, or approval of the proposed other permanent occupancy of a unit shall be accomplished by the Board of Directors or a committee appointed by the Board, as follows:

(a) Approval Period. Within twenty (20) days after receipt of the fully completed and signed application, the application fee, and a signed copy of the contract, lease or other transfer instrument, as may be extended as provided in Section 15.2(c), the Board of Directors shall either approve or disapprove the proposed transfer of ownership or possession of a unit by sale, lease, gift, devise, inheritance, or other transfer, or the proposed other permanent occupancy of a unit.

(b) Reports for Review of Applicants. In

connection with the review of each application by the Board of Directors and possible approval or disapproval of a proposed transfer of ownership or possession or a proposed other permanent occupancy of a unit, for good cause, the Association may obtain any combination of reports relating to the criminal history, credit history, residence occupancy history (prior ownership or lease), and court records, as applicable, of the intended purchaser, the intended or existing tenant, the intended or existing transferee, and all other intended permanent occupants of the unit. In the event the intended purchaser, the intended or existing tenant, or the intended or existing transferee of a unit is a corporation, limited liability company, partnership, or other legal entity, the Association may obtain any combination of such reports of all individual owners, officers, directors, members, managers, and partners of the intended purchaser, the intended or existing tenant, or the intended or existing transferee as well as all other intended permanent occupants of the unit. The Board of Directors shall specify guidelines for disapproval of proposed transfers and permanent occupancy, for good cause, in the Rules and Regulations.

(c) Certificate of Approval. Approval of the proposed transfer of ownership or possession or the proposed other permanent occupancy of a unit shall be stated in a certificate executed by an officer or managing agent of the Association and shall be delivered to the unit owner or to the existing transferee (for transfers by devise or inheritance).

(d) Failure to Act. If the Association fails to act within the approval period specified in Section 15.3(a), including any extension period, the proposed transfer of ownership or possession or the proposed other permanent occupancy of the unit shall be deemed to have been approved and the Association shall provide its certificate of approval.

15.4 Disapproval by Board of Directors.

(a) Disapproval for Good Cause. The Board of Directors may disapprove the proposed transfer of ownership or possession of a unit by sale, lease, gift, devise, inheritance, or other transfer, or may disapprove the proposed other permanent occupancy of a unit only for good cause, based on information contained in the reports for review and the Board's guidelines as provided in Section 15.3(b). Under no circumstances shall the Board disapprove a proposed transfer of ownership or possession or a proposed other permanent occupancy

of a unit for a reason that is illegally discriminatory.

(b) Notice of Disapproval. If the Board of Directors disapproves a proposed transfer of ownership or possession or a proposed other permanent occupancy of a unit for good cause, then within the approval period specified in Section 15.3(a), including any extension period, the Association shall deliver or mail by certified or registered mail to the unit owner or to the existing transferee (for transfers by devise or inheritance) a notice, signed by an officer or managing agent of the Association. The notice shall state that the proposed transfer of ownership or possession or the proposed other permanent occupancy of the unit is disapproved for good cause and the cause for disapproval shall be specified.

(1) Sale. If the proposed transfer of ownership is a sale, the sale shall not be closed and the unit shall not be sold to the intended purchaser.

(2) Lease. If the proposed transfer of possession is a lease, renewal of an existing lease, or continued lease after the yearly anniversary of a lease for more than one (1) year, the unit shall not be so leased to the intended tenant, the existing lease shall not be so renewed with the existing tenant, or the existing lease for more than one (1) year shall terminate on the yearly anniversary of the lease and shall not be continued with the existing tenant.

(3) Gift; Devise or Inheritance; or Other Transfer. If the proposed transfer of ownership is a gift, devise or inheritance, or other transfer, the unit shall not be so transferred by gift, devise, inheritance, or other transfer, or, if the transfer has already occurred, the existing transferee of a completed transfer shall sell or otherwise transfer the unit to a purchaser or other transferee approved by the Board within one hundred eighty (180) days after receipt of the notice of disapproval by the existing transferee.

(4) Permanent Occupancy. If the proposed occupancy is the other permanent occupancy of a unit in conjunction with or after the sale, lease, gift, devise, inheritance, or other transfer of the unit, the unit shall not be permanently occupied by the intended other permanent occupant.

16. RESTRAINT UPON SEPARATION AND PARTITION: Any transfer of a condominium parcel must include all elements thereof as

afore-described, 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 or her Association membership.

17. INSURANCE: The insurance, other than title insurance, which shall be carried on the condominium property and the property of the unit owners shall be governed by the following provisions:

17.1 Authority to Purchase; Named Insured. All insurance policies described herein covering portions of the condominium property excluding the units shall be purchased by the Association. The named insured shall be the Association individually and as agent for the unit owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association or to the Insurance Trustee as specified below. All policies and their endorsements shall be deposited with the Association or the Insurance Trustee, as appropriate. Unit owners may obtain insurance coverage at their own expense on their own personal property and for their personal liability and living expense.

17.2 Coverage.

(a) Property. All buildings and improvements on the land and all personal property included in the condominium property, other than personal property owned by the unit owners, that is required to be insured by the Association under the Condominium Act shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation, underground utilities and excavation costs, all as determined annually by the Board of Directors. The Board may cause the insurable property to be appraised periodically for the purpose of establishing insurance values. The cost of appraisal shall be a common expense. Such policies may contain reasonable deductible provisions as determined annually by the Board.

(1) The word "building" in the Association's property policy or any other insurance policy issued to protect any insurable improvements, including the condominium building, does not include unit floor coverings, wall coverings, or ceiling coverings and does not include the following equipment: electrical fixtures, appliances, air

conditioner or heating equipment, water heaters, built-cabinets, and any other item, personal property, fixture, appliance or equipment permitted to be excluded from the Condominium's insurance policy pursuant to Florida Statutes, Section 718.111(11), as same may be amended or renumbered from time to time.

(2) Such coverage shall afford protection against:

(i) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(ii) such other risks as from time to time shall 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.

(b) Public Liability. Public liability for bodily injury and property damage in such amounts and with such coverage as shall be determined by the Board of Directors, including, but not limited to, hired automobiles and non-owned automobile coverages, and with cross-liability endorsements to cover liabilities of the unit owners as a group to a unit owner.

(c) Workers' Compensation. Workers' compensation to meet the requirements of law.

(d) Fidelity Bonding. Fidelity bonding covering all persons who control or disburse funds of the Association as required by the Condominium Act.

(e) Other Insurance. Such other insurance as the Board of Directors shall determine from time to time to be desirable.

17.3 Premiums. Premiums for insurance policies that are purchased by the Association shall be paid by the Association as a common expense.

17.4 Association or Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees, as their interests may appear. All proceeds covering property losses shall be paid to the

Association or to a bank or corporation in Florida with trust powers, as trustee, appointed by the Board of Directors, if there is major property damage as provided in Subsection 18.5(c)(2), which trustee is herein referred to as the "Insurance Trustee". Proceeds on account of damage to common elements shall be held as property of the unit owners in accordance with the percentages herein specified. The Insurance Trustee shall be entitled to receive a reasonable fee for services rendered herein. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

17.5 Association as Agent. Under all circumstances, the Association hereby has the authority to act as the agent of all unit owners and all owners of a mortgage or other lien on a unit for the purpose of compromising or settling insurance claims for damage to improvements within units or common elements arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

18. RECONSTRUCTION AND REPAIR AFTER CASUALTY:

18.1 Damage to Units Only. In the event a loss occurs to any improvement within any of the units only, without any loss occurring to any of the improvements within the common elements, the proceeds of insurance held by the Association or the Insurance Trustee, as applicable, shall be paid to the unit owners owning such units and their mortgagees, if there are mortgagees on said units, as their interests may appear, and it shall be the duty of those unit owners to promptly complete the necessary reconstruction and repair to the improvements within their respective units. If such insurance proceeds are not sufficient to pay all costs of repair to an owner's unit, the owner shall pay the remaining costs.

18.2 Damage to Units and Common Elements. In the event a loss occurs to improvements within units and the contiguous common elements, or to improvements within the common elements only, payment under the insurance policies shall be made to the Association.

(a) The Association shall promptly contract for the necessary reconstruction and repair to the improvements within the damaged common elements and within the damaged units. In the event the insurance proceeds should be sufficient to reconstruct and repair all of the damage within the units, but insufficient to reconstruct and repair all of the improvements within the common elements, the proceeds shall be applied first to completely repair the damage within the units and the balance of the funds shall be apportioned to reconstruct and 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 reconstruct and repair the improvements within the common elements.

(1) In the event the insurance proceeds are sufficient to reconstruct and repair all the damaged improvements within the common elements and within the units, the improvements shall be completely reconstructed and repaired.

(2) In the event the insurance proceeds are not sufficient to reconstruct and repair all of the improvements within the common elements and within the units, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, the Association shall levy a special assessment against each unit to obtain the necessary funds to reconstruct and repair the improvements within the common elements and the units, unless the owners of all units and mortgagees holding mortgages on said units agree to terminate the condominium as provided in Paragraph 19. The share of each unit in the special assessment shall be in proportion to the owner's share in the common elements as provided in Exhibit "C."

18.3 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or if not so in accordance, then according to plans and specifications approved by the Board of Directors, and if there is major damage as provided in Subsection 18.5(c)(2), by the owners of not less than two-thirds (2/3rds) of all units.

18.4 Estimate of Costs. Immediately after a determination to reconstruct or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to reconstruct or repair.

18.5 Construction Funds. The proceeds of insurance and any funds collected by the Association from assessments against unit owners, shall constitute a construction fund, which shall be held and disbursed by the Association or the Insurance Trustee, as applicable, as follows:

(a) Association. If the proceeds of insurance are held by the Association as provided in Subsection 18.5(c)(1), then the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association shall also be held by the Association and not by an Insurance Trustee.

(b) Insurance Trustee. If the proceeds of insurance are held by an Insurance Trustee as provided in Subsection 18.5(c)(2), then the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association shall be deposited by the Association with the Insurance Trustee.

(c) Disbursement of Construction Fund. The construction fund shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than One Million Dollars (\$1,000,000), then the construction fund shall be held and disbursed in payment of such costs by the Association.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is One Million Dollars (\$1,000,000) or more, then the construction fund shall be held and disbursed by the Insurance Trustee in payment of such costs in the manner required by the Board of Directors and upon approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

(3) Unit Owner. The portion of insurance proceeds representing damage for which a unit owner is responsible to reconstruct and repair shall be paid by the Association to the unit owner, or if there is a mortgagee endorsement as to the unit, then to the unit owner and the

mortgagee jointly, who may use such proceeds as they may be advised.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from the insurance proceeds. If there is a balance in the construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee, if any, may rely on a certificate of the Association made by its President and its Secretary or other authorized officer as to the names of the unit owners and their mortgagees and their respective shares of the distribution.

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

19.1 Agreement. The condominium may be terminated by unanimous agreement of the unit owners and 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.

19.2 Shares of Ownership. Upon termination of the condominium, the condominium property shall be deemed to be owned by the unit owners as tenants in common. The undivided share in the property owned in common by each unit owner shall be the undivided share previously owned by such owner in the common elements.

19.3 Transfer of Liens. Upon termination of the condominium, the liens on condominium units shall be transferred to the respective undivided shares of the owners in the property.

19.4 Creation of New Condominium. Termination of the condominium shall not bar the creation of another condominium affecting the same property.

19.5 Economic Waste or Impossibility. The condominium may also be terminated for economic waste or impossibility pursuant to the Condominium Act by a plan of termination approved by seventy-five percent (75%) of the entire membership of the Association, if:

(a) The total estimated cost of construction or repairs necessary to construct the intended improvements or restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of the units in the condominium after completion of the construction or repairs; or

(b) It becomes impossible to operate or reconstruct the condominium to its prior physical configuration because of land use laws or regulations.

20. COVENANTS: All provisions of the Declaration shall be construed to be covenants running with the land 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 or her heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Declaration.

21. COMPLIANCE AND DEFAULT: Each owner shall be governed by and shall comply with the Condominium Act and the terms of this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Association all as may be amended from time to time. In the event of violation of the provisions of the foregoing documents, the Association may bring appropriate action against an owner to enjoin such violation or to enforce the provisions of the documents or sue for damages or take all such courses of action at the same time, or for such other legal remedy as it may deem appropriate. In the event of such legal action, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. The failure of the Association to enforce any covenant, restriction or other provision of this Declaration, the By-Laws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

22. NEGLIGENCE: Each owner shall be liable to the Association for the expense of any maintenance, repair or replacement of the common elements rendered necessary by the act, neglect or carelessness of the owner or of any member of the owner's family or their guests, employees, agents or

tenants. Such liability shall include any increase in insurance premiums occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements. If the owner fails to reimburse the Association for such expense or increase in insurance premiums, the Association may bring appropriate legal action against the owner to recover the same plus reasonable attorney's fees and costs.

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

24. INTERPRETATION: The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the Condominium Act.

IN WITNESS WHEREOF, GALT CONSTRUCTION CO., INC., a Florida Corporation, has caused these presents to be signed in its name by the president and its Corporate Seal affixed, attested to by its Secretary, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:
(Signed) Edna C. Akers

(Signed) Arthur Hymes

GALT CONSTRUCTION CO., INC.

By (Signed) Julius Green
Julius Green, President

Attest (Signed) Herman Geller
Herman Geller, Secretary

For good and valuable considerations, the receipt whereof is hereby acknowledged, SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC., a Florida nonprofit membership Corporation, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of the Declaration.

IN WITNESS WHEREOF, SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC., has caused these presents to be signed in its name by the President and its Corporate Seal affixed, attested to by its Secretary, the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

SHORE TOWERS BUILDING OF TOWN
APARTMENTS SOUTH NO. 103, INC.

(Signed) Edna C. Akers

By (Signed) Julius Green
Julius Green, President

(Signed) Arthur Hymes

Attest (Signed) Herman Geller
Herman Geller, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS ss.

I hereby certify, That on this 15th day of October, A.D. 1968, before me personally appeared JULIUS GREEN and HERMAN GELLER, President and Secretary respectively of GALT CONSTRUCTION CO., INC., a Florida Corporation, and SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC., a Florida non-profit membership corporation, 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 seals of said Corporations, and the said instrument is the act and deed of the said Corporation.

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

(Signed) Arthur Hymes
Notary Public

EXHIBIT "A-1"
TO THE AMENDED AND RESTATED DECLARATION
LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY

All of Lots 8 and 9 of Pasadena Plaza as recorded in Plat Book 46, page 30, Public Records of Pinellas County, Florida, and a portion of Lots 10 and 11 of said Pasadena Plaza, more particularly described as follows: From the Lot corner common to Lots 11 and 12 on Shore Drive, run along Shore Drive on a curve to the left having a radius of 210.00 feet, an arc distance of 16.93 feet, a chord distance of 16.93 feet and a chord bearing of North 20° 09' 27" East to the Point of Beginning (P.O.B.); run thence North 79° 44' 53" West, 78.05 feet; thence South 81° 13' 39" West, 78.50 feet, thence North 61° 06' 39" West, 59.52 feet; thence North 76° 56' 06" West, 66.00 feet; thence North 25° 41' 00" West, 111.45 feet to a Point on the Lot line common to Lots 9 and 10 of said Pasadena Plaza; run thence along said lot line South 72° 56' 14" West, 270.18 feet to a Point on the South right of way line of Shore Drive; run thence the following courses and distances along said right of way line of Shore Drive; South 40° 00' 00" East, 33.89 feet; thence along a curve to the right having a radius of 210.00 feet, an arc of 102.02 feet, a chord distance of 101.02 feet and chord bearing of South 26° 04' 56" East; continue thence along the same curve to the right having a radius of 210.00 feet, an arc distance of 110.00 feet; a chord distance of 108.75 feet and a chord bearing of South 02° 50' 30" West to the Point of Beginning.

I#: 2018106048 BK: 20002 PG: 1513, 04/05/2018 at 01:05 PM, RECORDING 3 PAGES \$27.00 D DOC STAMP COLLECTION \$140.00 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: CLK101888

Exhibit "A-2" to the Amended and Restated Declaration

Prepared By / Return To: BENJAMIN A. WINTER, ESQ. Baynard, McLeod, Lang & Winter, P.A. 146 Second Street North, Suite 102 Saint Petersburg, FL 33701 Phone: 727-894-0676

[Space Above This Line For Recording Data]

140.00 167.00

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture, made this 4th day of April, 2018, between NANCY E. MODICA, the unmarried widow and surviving spouse of JOHN S. MODICA, SR. ("Grantor"), whose post office address is 10950 Temple Terrace, Apt. W203, Seminole, Florida 33772, and SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH, NO. 103, INC., a Condominium, a Florida Not-For-Profit Corporation, whose post office address is 1868 Shore Drive South, South Pasadena, Florida 33707 ("Grantee");

WITNESSETH: That said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's successors and assigns forever, the following-described land, situate, lying and being in Pinellas County, Florida, to-wit:

Shore Drive South - Submerged Lands: See Exhibit "A" attached hereto. Parcel Identification No. 31-31-16-00000-120-0100.

Said property does not constitute the homestead of GRANTOR;

and said Grantor does hereby fully warrant the title to said land and will defend the same against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of:

[Signature of Witness] Benjamin Winter [Printed Name of Witness]

[Signature of Witness] Karen M. Sharkey [Printed Name of Witness]

[Signature of Nancy E. Modica] NANCY E. MODICA

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 4th day of April, 2018, by NANCY E. MODICA, who is personally known to me.

My Commission Expires



[Signature of Karen M. Sharkey] Notary Public

LEGAL DESCRIPTION

Commence at the northerly most corner of Condominium Units Of Shore Towers Building Of Town Apartments South No. 103, as recorded in Condominium Plat Book 3, Page 36, Public Records of Pinellas County, Florida. Thence along the northwesterly line of said plat S⁵⁰ 00' 00" W, 308.95 feet to the westerly most corner and the Point of Beginning. Thence along the southwesterly line of said plat the following three courses: 1) S³⁹ 03' 29" E, 35.12 feet; 2) along a curve concave to the right having a radius of 210.00 feet, arc distance of 17.97 feet, a central angle of 4° 54' 06" and a chord bearing of S³⁶ 21' 29" E; 3) along a curve concave to the right having a radius of 210.00 feet, arc distance of 51.99 feet, a central angle of 14° 11' 04" and a chord bearing of S²⁶ 49' 17" E; thence leaving said southwesterly line S⁵⁰ 00' 00" W, 186.46 feet; thence N⁴⁰ 00' 00" W, 103.53 feet; thence N⁵⁰ 00' 00" E, 200.00 feet to the Point of Beginning.

South Pasadena, Florida


Containing 0.47 acres more or less.

NOTES

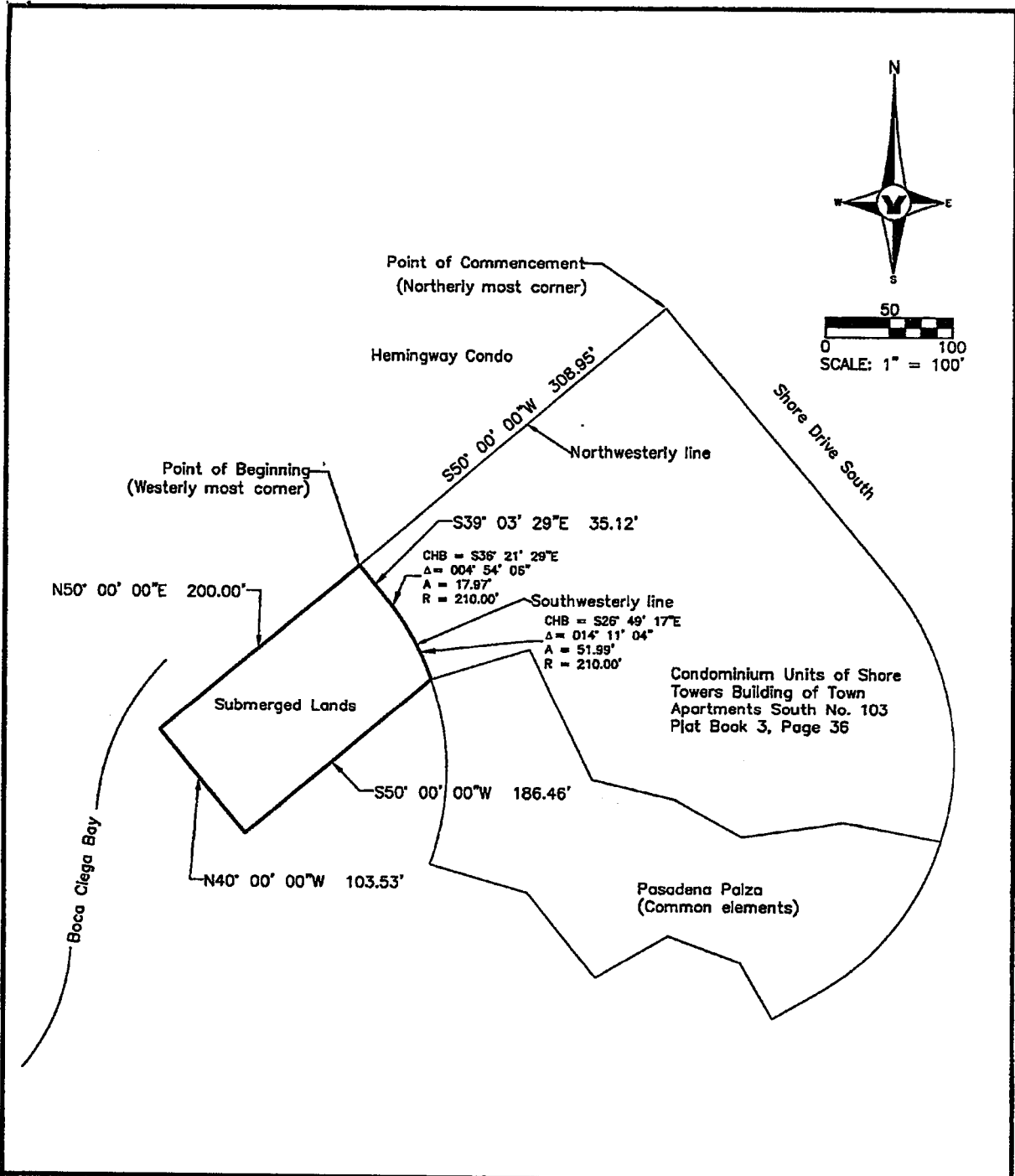
1. This sketch is a graphic illustration for informational purposes only and is not intended to represent a field survey.
2. NOT A BOUNDARY SURVEY.
3. Basis of Bearings: S⁵⁰ 00' 00" W along the northwesterly line of Condominium Units Of Shore Towers Building Of Town Apartments South No. 103.
4. This sketch is made without the benefit of a title report or commitment for title insurance.
5. This map intended to be displayed at a scale of 1" = 100'.
6. Additions or deletions to survey maps and reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
7. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGEND


LB Licensed Business PSM Professional Surveyor and Mapper LS Licensed Surveyor
 CHB Chord Bearing Δ Central Angle A Arc R Radius

PREPARED FOR: Shore Towers Building of Town Apartments South No. 103, Inc.		Shore Towers Submerged Lands DESCRIPTION AND SKETCH SECTION 30, TOWNSHIP 31 S., RANGE 16 E.		REVISION BY DATE DESCRIPTION	
CREW CHIEF DRAWN CHECKED FIELD BOOK FIELD DATE	INITIALS DATE GH 3/9/18 GSN 3/9/18	GREG S. NIPPER PSM LS 5683 March 9, 2018 DATE		George F. Young, Inc. 299 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701 PHONE (727) 822-4317 FAX (727) 822-2919 BUSINESS ENTITY 1021 CIVIL & TRANSPORTATION ENGINEERING ECOLOGY GIS LANDSCAPE ARCHITECTURE PLANNING SURVEYING SUBSURFACE UTILITY ENGINEERING GAINESVILLE • LAKEWOOD RANCH • ORLANDO • PALM BEACH • ST. PETERSBURG • TAMPA	JOB NO. 18004600SS SHEET NO. 1 OF 2

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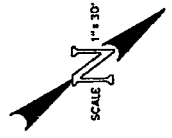
FILE: I:\project\sur\18004600SS\DWG\18004600SS.dwg
LOGIN: Nipper, Greg
PLOTTED: 3/9/2018 5:37 PM

PREPARED FOR: Shore Towers Building of Town Apartments South No. 103, Inc.		Shore Towers Submerged Lands DESCRIPTION AND SKETCH SECTION 30, TOWNSHIP 31 S., RANGE 16 E.		BY DATE DESCRIPTION	
CREW CHIEF DRAWN CHECKED FIELD BOOK FIELD DATE	INITIALS GN GSN	DATE 3/9/18 3/9/18	SEE SHEET ONE OF TWO FOR SIGNATURE, SEAL, DESCRIPTION, LEGEND AND NOTES	 George F. Young, Inc. 290 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701 PHONE (727) 822-4317 FAX (727) 822-2919 BUSINESS ENTITY LB21 CIVIL & TRANSPORTATION ENGINEERING ECOLOGY LANDSCAPE ARCHITECTURE PLANNING SURVEYING SURFACE UTILITY ENGINEERING GAINESVILLE • LANDWOOD RANCH • ORLANDO • PALM BEACH • ST. PETERSBURG • TAMPA Since 1919	JOB NO. 18004600SS SHEET NO. 2 OF 2

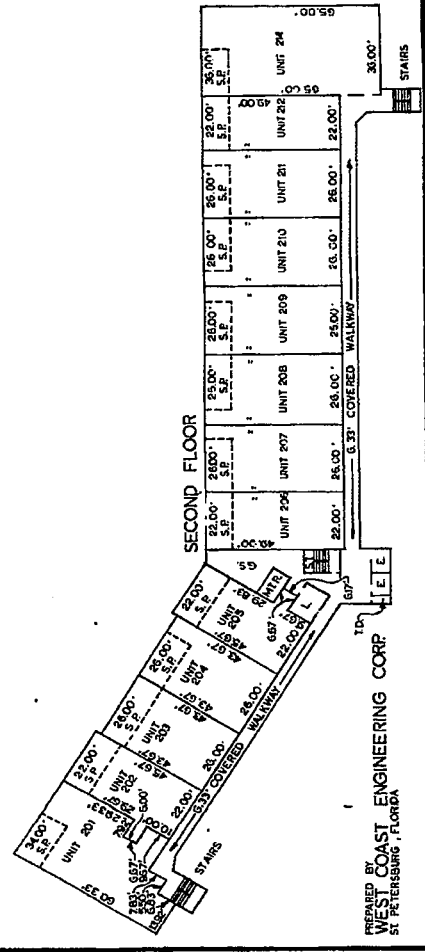
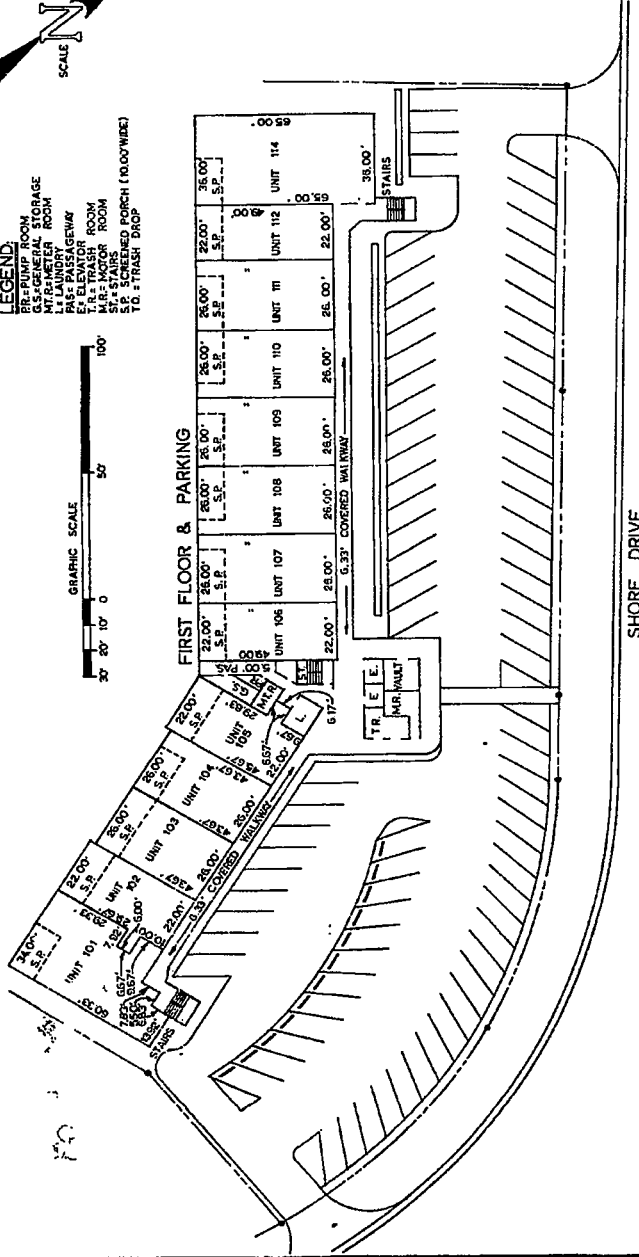
RECORDATION OF CONDOMINIUM
 IS RECORDED IN
 O.R. BOOK 2955 PAGE 81/335
 "CONDOMINIUM"
 Book# 3 Page# 37

CONDOMINIUM UNITS OF SHORE TOWERS BUILDING OF
 TOWN APARTMENTS SOUTH NO 103
 SECTION 30 TWP 31 S. RGE 16E. PINELLAS COUNTY, FLORIDA

46-0510530



- LEGEND:
- PR - PUMP ROOM
 - GR - GARAGE
 - CS - CEMENT ROOM
 - LA - LAUNDRY
 - PA - PASSAGEWAY
 - TR - TRASH
 - MR - MOTOR ROOM
 - SP - SCREENED PORCH (WIDE)
 - TD - TRASH DROP



CERTIFICATE
 I, THE UNDERSIGNED, HAVE ON OCTOBER 3, 1968,
 COMPLETED A SURVEY OF THE CONDOMINIUM UNITS
 OF SHORE TOWERS BUILDING OF TOWN APARTMENTS
 SOUTH NO 103, IN ACCORDANCE WITH THE DIMENSIONS
 OF EACH APARTMENT. REFER TO INSIDE DIMENSIONS
 ALL STRUCTURES AND AREAS. REFER TO INSIDE
 ELEVATIONS OF FLOORS AND CEILINGS SHOWN
 ON SHEET ONE.

Shirley E. Clark
 SHIRLEY E. CLARK
 F.L.A. SURVEYOR REG. 19589

PREPARED BY
 WEST COAST ENGINEERING CORP
 ST. PETERSBURG, FLORIDA

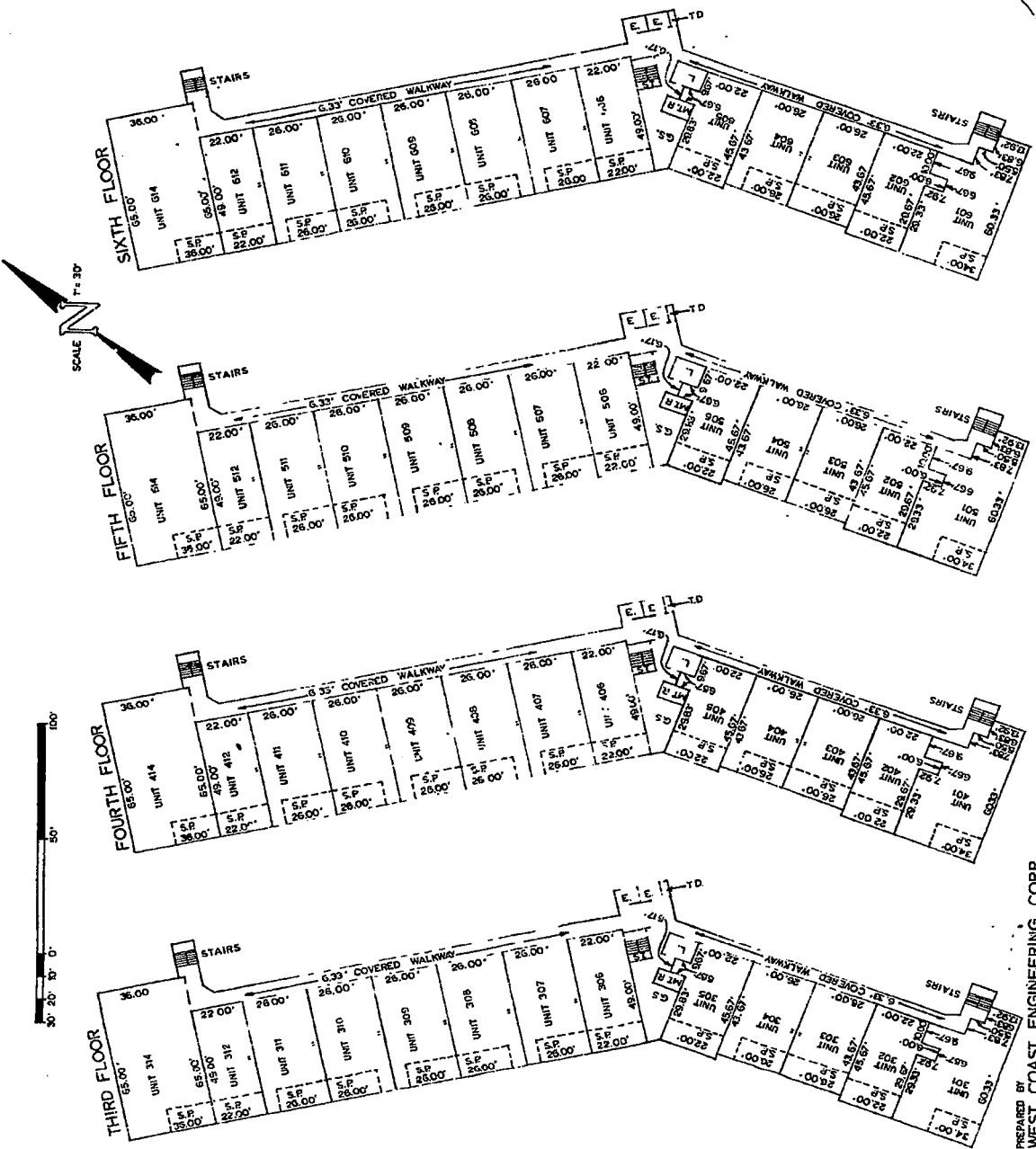
By *Shirley E. Clark* Deputy Clerk
 Clerk for all cases
 HARBOR WALKWAY
 The public records of Pinellas County,
 Florida, are hereby certified to be
 correct and true for the year 1968.

"COMMUNITUM"
Book# 2 Page# 38

IS RECORDED IN
PAGE# 1/335

CONDOMINIUM UNITS OF SHORE TOWERS BUILDING OF
TOWN APARTMENTS SOUTH NO 103
SECTION 30-TWP 31.S.-RGE 16E. PINELLAS COUNTY, FLORIDA

6:50P 1059



SHEET 3 OF 3

PREPARED BY
WEST COAST ENGINEERING CORP.
ST. PETERSBURG, FLORIDA

1. If the first condition is met, the fee shall be \$100.00 per unit.
 2. If the second condition is met, the fee shall be \$100.00 per unit.
 3. If the third condition is met, the fee shall be \$100.00 per unit.
 4. If the fourth condition is met, the fee shall be \$100.00 per unit.
 5. If the fifth condition is met, the fee shall be \$100.00 per unit.
 6. If the sixth condition is met, the fee shall be \$100.00 per unit.
 7. If the seventh condition is met, the fee shall be \$100.00 per unit.
 8. If the eighth condition is met, the fee shall be \$100.00 per unit.
 9. If the ninth condition is met, the fee shall be \$100.00 per unit.
 10. If the tenth condition is met, the fee shall be \$100.00 per unit.

EXHIBIT "C"
 TO THE AMENDED AND RESTATED DECLARATION

PERCENTAGES OF OWNERSHIP OF COMMON ELEMENTS

<u>Unit</u>	<u>Percent</u>	<u>Unit</u>	<u>Percent</u>	<u>Unit</u>	<u>Percent</u>
101	1.715%	301	1.715%	501	1.715%
102	1.033%	302	1.033%	502	1.033%
103	1.114%	303	1.114%	503	1.114%
104	1.114%	304	1.114%	504	1.114%
105	1.026%	305	1.026%	505	1.026%
106	1.058%	306	1.058%	506	1.058%
107	1.250%	307	1.250%	507	1.250%
108	1.250%	308	1.250%	508	1.250%
109	1.250%	309	1.250%	509	1.250%
110	1.250%	310	1.250%	510	1.250%
111	1.250%	311	1.250%	511	1.250%
112	1.058%	312	1.058%	512	1.058%
114	2.298%	314	2.298%	514	2.298%
201	1.715%	401	1.715%	601	1.715%
202	1.033%	402	1.033%	602	1.033%
203	1.114%	403	1.114%	603	1.114%
204	1.114%	404	1.114%	604	1.114%
205	1.026%	405	1.026%	605	1.026%
206	1.058%	406	1.058%	606	1.058%
207	1.250%	407	1.250%	607	1.250%
208	1.250%	408	1.250%	608	1.250%
209	1.250%	409	1.250%	609	1.250%
210	1.250%	410	1.250%	610	1.250%
211	1.250%	411	1.250%	611	1.250%
212	1.058%	412	1.058%	612	1.058%
214	2.298%	414	2.298%	614	2.298%

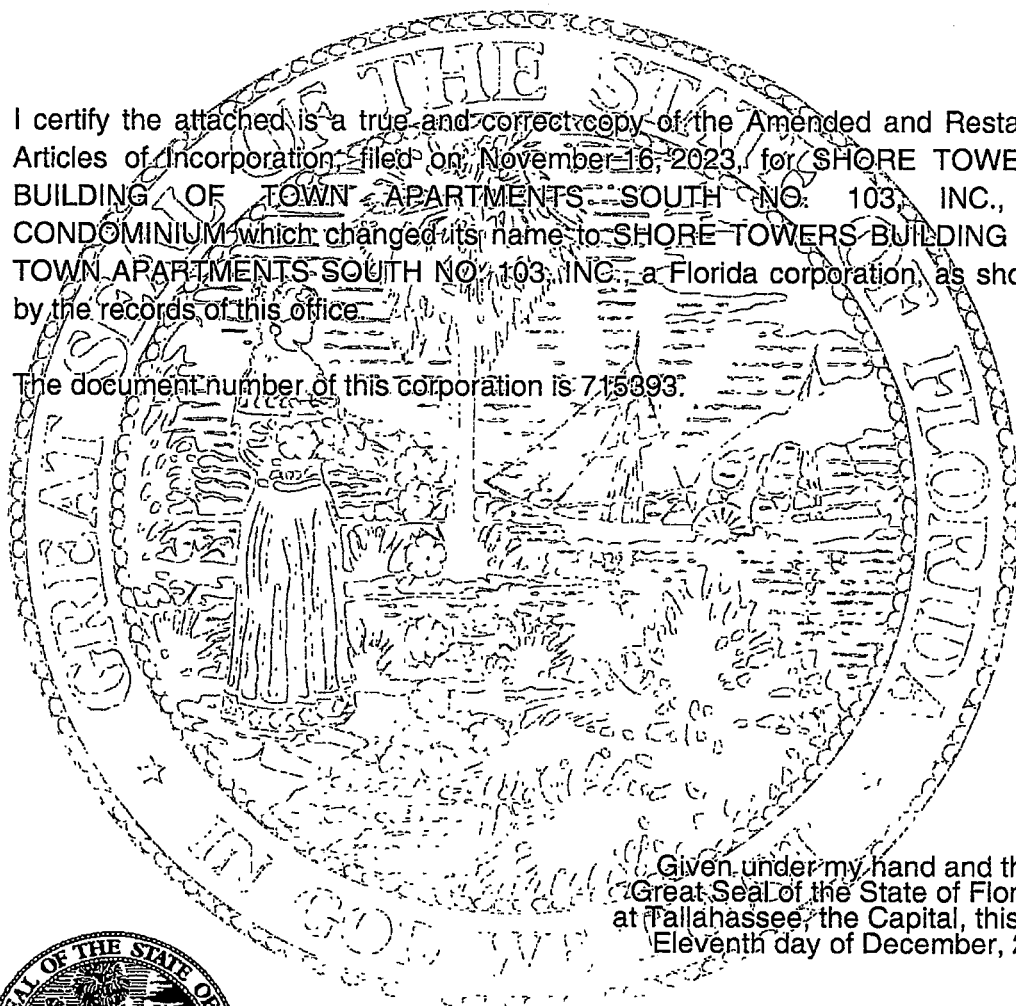
State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation filed on November 16, 2023, for SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC., A CONDOMINIUM which changed its name to SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 715393.



Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eleventh day of December, 2023




Cord Byrd

Secretary of State (48)

CR2E02.

Exhibit "D"
to the Amended and Restated
Declaration

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION OF
SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC.**

2023 NOV 16 PM 1:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

NOTICE IS HEREBY GIVEN that the Articles of Incorporation of SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC., a Condominium, a Florida corporation not for profit (the "Association"), as originally filed on October 9, 1968, with the Secretary of State of the State of Florida, and as subsequently amended, were amended and restated in their entirety, including the change of name of the Association from SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC., a Condominium, to SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC. (without the words "a Condominium"), by the affirmative vote of not less than two-thirds (2/3rds) of those members of the Association present in person or represented by written proxy at the Annual Meeting of the Members on January 18, 2023, as required for amendment of said Articles of Incorporation, as set forth in the Amended and Restated Articles of Incorporation attached herero.

FURTHER, as required by Article XI of said original Articles of Incorporation, all mortgagees holding a valid, first mortgage lien on any unit of Shore Towers Building of Town Apartments South No. 103, Inc., a Condominium, received notice of the amendments to Article II and Sections 4, 5, 6 and 8 of Article X of said original Articles of Incorporation, pursuant to Subsection 718.110(11), Florida Statutes, and are deemed to have consented to the amendments, as stated in the attached Affidavit of Mortgagee Consent to Amended and Restated Articles of Incorporation.

IN WITNESS WHEREOF, SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC. has caused these Articles of Amendment to the Articles of Incorporation to be signed in its name by its President, on this 4 day of November, 2023.

Signed in the Presence of
Two (2) Witnesses:

SHORE TOWERS BUILDING OF TOWN
APARTMENTS SOUTH NO. 103, INC.

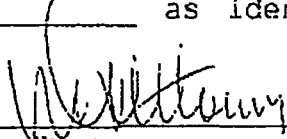
Wit. 1 Sign: [Signature]
Print Name: MICHAEL ANTHONY

By: [Signature]
Donald E. Vachon, Jr., President
1868 Shore Drive South, #409
South Pasadena, FL 33707

Wit. 2 Sign: [Signature]
Print Name: Linda L. Anthony

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing Articles of Amendment were acknowledged before me by means of physical presence or online notarization, this 4th day of November, 2023, by DONALD E. VACHON, JR., as President of SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC., a Florida corporation not for profit. He is personally known to me or produced _____ as identification and did not take an oath.



Notary Name:
Notary Public
My Commission Expires:



**TABLE OF CONTENTS
OF AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC.**

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II	Purpose	1
III	Qualification of Members and Manner of Admission	1
IV	Corporate Existence and Term	2
V	Subscribers	2
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VII	Officers	3
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X	Miscellaneous	5
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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC.**

We, the undersigned, jointly and severally agree with each other to associate ourselves and our successors together as a corporation not for profit under the provisions of Chapter 617, Florida Statutes, 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:

**ARTICLE I
NAME**

The name of the corporation is SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC. (herein referred to as the "Association"), located at 1868 Shore Drive South, South Pasadena, Florida 33707.

**ARTICLE II
PURPOSE**

The purpose for which the Association is organized is to provide an entity responsible for the operation of a certain multi-unit residential building and the land upon which said building is situated, as a condominium in Pinellas County, Florida, known as SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, a Condominium (hereinafter referred to as the "Condominium"), created pursuant to the Declaration of Condominium thereof and any amendments thereto (hereinafter referred to as the "Declaration").

**ARTICLE III
QUALIFICATION OF MEMBERS AND MANNER OF ADMISSION**

Section 1. The members of the Association shall constitute all the record owners of units in the Condominium. After receiving the approval of the Association as required under the Declaration, 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 unit and the delivery to the Association of a copy of such instrument. The owner designated by such instrument shall become a member of the Association and the membership of the prior owner of such unit shall thereupon be terminated.

Section 3. The names and addresses of the first Board of Directors and Officers, who served as Directors and Officers until the first election of Directors and Officers, are as follows:

Julius Green	2100 62nd Avenue North St. Petersburg, Florida	President and Director
Carl G. Parker	3835 Central Avenue St. Petersburg, Florida	Vice President and Director
Herman Geller	2100 62nd Avenue St. Petersburg, Florida	Secretary and Director
Anthony S. Battaglia	3835 Central Avenue St. Petersburg, Florida	Treasurer and Director
Howard P. Ross	3835 Central Avenue St. Petersburg, Florida	Director

ARTICLE VII
OFFICERS

Section 1. The affairs of the Association shall be managed by a President, a Vice-President, a Secretary, and a Treasurer.

Section 2. The Officers of the Association shall be elected annually by the Board of Directors in accordance with the provisions of the By-Laws.

Section 3. The officers shall have such duties, responsibilities and powers as provided in the By-Laws and by Chapter 718, Florida Statutes.

ARTICLE VIII
BY-LAWS

The By-Laws of the Association shall be amended as provided in the By-Laws.

ARTICLE IX
POWERS

The Association shall have the following powers and duties:

Section 1. The Association shall have all of the common-law powers of a corporation not for profit and all of the statutory powers set forth in the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes) not in conflict with any of the provisions of the Condominium Act (Chapter 718, Florida Statutes) or the terms of these Articles or the Declaration of Condominium.

Section 2. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Condominium.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To protect, maintain, repair, replace and operate the condominium property.

(d) To purchase insurance on the condominium property and Association property for the protection of the Association and its members.

(e) To reconstruct improvements after casualty and to make further improvements of the property.

(f) To make and amend reasonable Rules and Regulations governing the use and occupancy, maintenance and conservation of the condominium property, including the units, and for the health, comfort, safety and welfare of the unit owners, their families, guests and tenants, all of whom shall be subject to such Rules and Regulations.

(g) To approve or disapprove the sale or other transfer of ownership of units, the lease of units, and the occupancy of units as may be provided by the Declaration of Condominium and the By-Laws.

(h) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws and the Rules and Regulations of the Association.

(i) To contract for the management of the condominium and the maintenance, repair and operation of the condominium property, and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the members of the Association.

(j) To levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the Declaration, these Articles, the By-Laws or the Rules and Regulations.

(k) To employ accountants, attorneys, architects, engineers and other professional personnel to perform the services required for proper operation of the condominium.

(l) To acquire by purchase or otherwise, condominium units of the condominium, subject to the provisions of the Declaration of Condominium and Bylaws relative thereto.

(m) To acquire and enter into agreements to acquire leaseholds, memberships or other possessory or use interests in lands or facilities including, but not limited to, country clubs, golf course, marinas, tennis clubs, 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 to the unit owners.

ARTICLE X
MISCELLANEOUS

Section 1. The members of the Association shall be subject to assessment for the costs and expenses of the Association in operating and maintaining the building and condominium property, in accordance with the Declaration of Condominium, these Articles of Incorporation, and the By-Laws of the Association. The By-Laws of the Association may not alter or change this Section 1, Article X.

Section 2. The Association shall not be operated for profit, no dividends shall be paid, and no part of the income of the

Association shall be distributed to its members, Directors or Officers.

Section 3. The members of the Association, individually, are responsible for all maintenance and repair within and about their condominium units.

Section 4. The members of the Association shall be subject to all the terms, conditions, restrictions and covenants contained in the Declaration of Condominium, these Articles of Incorporation and the By-Laws of the Association.

ARTICLE XI
AMENDMENT

Section 1. An amendment to these Articles of Incorporation may be proposed by either a majority of the entire membership of the Board of Directors or by a majority of the entire membership of the Association at any annual or special meeting of the members. Notice of said meeting shall be mailed or hand delivered to each member or electronically transmitted to each member who consents to receive notice by electronic transmission at least fourteen (14) days prior to said meeting and shall contain the text of the proposed amendment.

Section 2. A proposed amendment to these Articles of Incorporation must be approved by an affirmative vote of not less than two-thirds (2/3rds) of those members of the Association present in person or represented by written proxy at any regular or special meeting of the members duly called for such purpose pursuant to the By-Laws, at which a quorum of members shall be present in person or by proxy.

Section 3. The text of each amendment to these Articles of Incorporation shall be included in articles of amendment certifying that the amendment was duly approved by the members, which articles of amendment shall be executed by the President or Vice-President of the Association with the formality of a deed. The amendment shall be effective when such articles of amendment are filed with the Florida Secretary of State and recorded in the Public Records of Pinellas County, Florida, as an amendment to the Declaration amending the Articles of Incorporation, which are an Exhibit to the Declaration.

Section 4. No such amendment of Article II or Article X may be made that materially affects the rights and interests granted under the Declaration of Condominium, the By-Laws or these Articles of Incorporation to mortgagees holding a valid, enforceable first mortgage lien against any condominium unit, without the unanimous written approval of all such mortgagees, provided such mortgagees are institutional mortgagees, such as a bank, savings and loan association or insurance company authorized to transact business in the State of Florida.

ARTICLE XII
INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a Director or Officer of the Association, whether or not he or she is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

IN WITNESS WHEREOF, the subscribing incorporators have hereunto set their hands and seals and caused these Articles of Incorporation to be executed this 4th day of October, A.D. 1968.

/s/ Julius Green
Julius Green

/s/ Carl G. Parker
Carl G. Parker

/s/ Herman Geller
Herman Geller

STATE OF FLORIDA)
COUNTY OF PINELLAS)ss.

Before me, the undersigned authority, personally appeared JULIUS GREEN, CARL G. PARKER, HERMAN GELLER, to me well known and known to me to be the persons who executed the foregoing Articles of Incorporation of SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, 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 in St. Petersburg, in the County of Pinellas and State of Florida, this 4th day of October, A.D. 1968.

/s/ Mary C. Taylor
Notary Public

Notary Public, State of Florida at Large
My Commission Expires JULY 8, 1971

**AFFIDAVIT OF MORTGAGEE CONSENT TO
AMENDMENTS OF AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC.**

STATE OF FLORIDA)
COUNTY OF PINELLAS)

THE UNDERSIGNED, NICHOLAS F. LANG ("Affiant"), after being first duly sworn, deposes and says:

1. Affiant is an attorney with Lang & Raffa, P.A., the law firm that represents Shore Towers Building of Town Apartments South No. 103, Inc. (the "Association"), which is the entity responsible for the operation of Shore Towers Building of Town Apartments South No. 103, Inc., a Condominium ("Shore Towers Condominium").

2. At the Special Meeting of the members of the Association on January 18, 2023, the members approved the Amended and Restated Articles of Incorporation of the Association, including amendments to Article II and Sections 4, 5, 6 and 8 of Article X, by the vote of the members required for amendment in accordance with amended Article XI of the Articles of Incorporation.

3. Article XI of the Articles of Incorporation, as amended effective January 5, 2021, provides that "no such alteration, amendment or repeal of Article II hereinabove, and of Sections 4, 5, 6 and 8 of Article X, may be made without the unanimous written approval of all mortgagees holding a valid, enforceable first mortgage lien against any condominium unit, provided such mortgagees are institutional mortgagees, such as a bank, savings and loan association or insurance company authorized to transact business in the State of Florida."

4. The Board of Directors of the Association considers that said amendments to the Articles of Incorporation add clarity and simplicity to the Articles of Incorporation, do not pertain to matters described in subsections 718.110(4) and (8), and do not adversely affect the priority of the mortgagee's lien or the mortgagee's rights to foreclose its lien, or otherwise materially affect the rights or interests of the mortgagees.

5. For purposes of securing the consent or approval to a proposed amendment to the articles of incorporation by holders of mortgages on units recorded on or after October 1, 2007, subsection 718.110(11)(c), Florida Statutes, provides that the

condominium association shall be entitled to rely upon the public records to identify the mortgage holders and may use the address for each mortgage holder in the original recorded mortgage unless there is a different address for the mortgage holder in a recorded assignment or modification of the mortgage.

6. Subsection 718.110(11)(c) further requires the condominium association to send a written request to each owner whose unit is encumbered by a mortgage of record for any information the owner has in his or her possession regarding the name and address of the person to whom mortgage payments are being made. The statute states that any notices required to be sent to mortgage holders shall be sent to all available addresses provided to the association.

7. Subsection 718.110(11)(d) provides that any mortgage holder who fails to respond within sixty (60) days after the date of mailing of the notice shall be deemed to have consented to the amendment.

8. The Association retained South Bay Title Insurance Agency, Inc. to search the Public Records of Pinellas County, Florida, to identify all holders of first mortgages on Shore Towers Condominium units and their addresses from recorded mortgages, modifications of mortgages, and assignments of mortgages on units, in accordance with subsection 718.110(11)(c), Florida Statutes.

9. Affiant has reviewed the search documents, which identified twenty-four (24) mortgage holders on thirty-one (31) units (several mortgage holders held mortgages on more than one unit).

10. The Association sent a written request to the Shore Towers Condominium owners/borrowers of said thirty-one (31) units encumbered by a mortgage for the name and address of the person or party to whom mortgage payments were being made. Affiant received responses from most of the owners/borrowers, who identified different mortgage holders for seven (7) units.

11. Between June 27, 2023 and August 24, 2023, Affiant mailed letters to all thirty-one (31) identified mortgage holders, at the addresses contained in the recorded mortgages, modifications, and assignments and at any addresses provided by unit owner/borrowers, by certified mail, return receipt requested, in accordance with subsection 718.110(11), Florida Statutes.

12. Affiant's letters explained that the members of the Association had approved the Amended and Restated Articles of Incorporation, including said amendments to Article II and Sections 4, 5, 6 and 8 of Article X, and enclosed a copy of the Amended and Restated Articles of Incorporation.

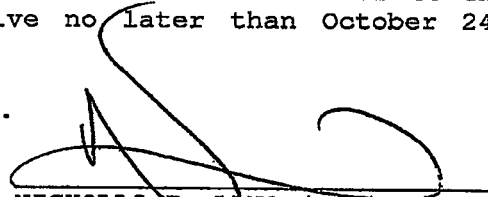
13. In addition, Affiant's letters stated that Article XI of the Articles of Incorporation requires the approval of said amendments to Article II and Sections 4, 5, 6 or 8 of Article X by all mortgagees holding first mortgages on Shore Towers Condominium units.

14. Affiant's letters further stated that any mortgage holder who fails to respond within sixty (60) days after the date of mailing of the letter shall be deemed to have consented to said amendments, pursuant to subsection 718.110(11)(d).

15. Affiant received no objections and only one response to Affiant's letters, consisting of a letter dated August 22, 2023 from Wells Fargo Bank, N.A., which stated that Wells Fargo Bank sent their response directly to their borrower. On August 25, 2023, Affiant was contacted by the borrower, Jo Ann Smith (Unit 602), who informed Affiant that Wells Fargo Bank had no objection and consented to said amendments to the Articles of Incorporation.


16. Therefore, all thirty-one (31) identified mortgage holders were deemed to have consented to said amendments to the Articles of Incorporation effective no later than October 24, 2023.

FURTHER AFFIANT SAYETH NAUGHT.


NICHOLAS F. LANG (Affiant)

The foregoing Affidavit was sworn to and subscribed before me by means of physical presence or online notarization, this 25th day of October, 2023, by NICHOLAS F. LANG of Lang & Raffa, P.A., the law firm that represents SHORE TOWERS ASSOCIATION OF TOWN APARTMENTS SOUTH NO. 103, INC. He is personally known to me or produced _____ as identification and did take an oath.




Notary Name: Kathleen Casey Swyryd
Notary Public
My Commission Expires: 8/8/2027.

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**AMENDED AND RESTATED
BY-LAWS OF
SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC.**

ARTICLE I
GENERAL

Section 1. Name: The name of the Corporation shall be SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, INC., a Florida corporation not-for-profit (herein referred to as the "Association").

Section 2. Principal Office: The principal office of the Association shall be 1868 Shore Drive South, South Pasadena, Pinellas County, Florida, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Definitions: As used herein, the term "corporation" shall be the equivalent of "Association" as defined in the Declaration of Condominium of SHORE TOWERS BUILDING OF TOWN APARTMENTS SOUTH NO. 103, a Condominium (the "Declaration"), and all other terms used herein shall have the same definitions as attributed to them in the Declaration.

ARTICLE II
DIRECTORS

Section 1. Number and Term: The number of Directors which shall constitute the whole Board shall be not less than five (5), or more than seven (7). All Directors shall be members. Within the limits above specified, the number of Directors may be increased or decreased as determined by a majority of those members of the Association present in person or represented by written proxy at a special meeting of the members duly called for such purpose pursuant to these By-Laws, at which a quorum of members shall be present in person or by proxy, at least ninety (90) days prior to the annual meeting. The Directors shall be elected at the annual meeting of the members and shall take office immediately upon adjournment of the meeting at which they were elected. Each Director shall be elected to serve for the term of one (1) year, or until his or her successor shall be elected and shall qualify.

Section 2. Vacancy and Replacement: If the office of any Director or Directors becomes vacant by reasons of death, resignation, retirement, disqualification or otherwise, except by recall, the vacancy may be filled by the affirmative vote of the majority of the remaining Directors, even if the remaining

Directors constitute less than a quorum, or by the sole remaining Director, at a special meeting of the Board duly called for this purpose. The successor or successors shall fill the vacancy for the unexpired term of the Director seat being filled.

Section 3. Recall: Any Director or Directors may be recalled and removed from office with or without cause by the affirmative vote or agreement in writing by a majority of all members. No Director shall continue to serve on the Board, if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever.

A. A special meeting of the members to recall a Director or Directors may be called by ten percent (10%) of all members giving notice of the meeting as required for a meeting of members, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose.

B. If the recall is approved by a majority of all members by a vote at a meeting of members, the Board shall duly notice and hold a Board meeting within five (5) full business days after the adjournment of the members meeting. Such Director or Directors shall be recalled effective immediately upon the conclusion of the Board meeting, provided that the recall is facially valid.

C. If the proposed recall is by an agreement in writing by a majority of all members, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48 and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a Board meeting within five (5) full business days after receipt of the agreement in writing. Such Director or Directors shall be recalled effective immediately upon the conclusion of the Board meeting, provided that the recall is facially valid.

D. The conduct of the Board meeting after recall of a Director or Directors at a meeting of the members or by an agreement in writing, and the filling of a vacancy or vacancies as a result of a recall, shall be governed by the Condominium Act.

Section 4. Powers: The property and business of the Association shall be managed by the Board of Directors, who may exercise all powers of the Association not specifically prohibited by statute, the Articles of Incorporation, these By-Laws or the Declaration. The powers of the Board shall specifically include, but not be limited to, the following items:

A. To make and collect assessments and establish the time within which payment of the same are due.

B. To use and expend the assessments collected; to protect, maintain, repair and replace the units and condominium property, except those portions thereof which are required to be maintained, repaired and replaced by the unit owners.

C. To purchase the necessary equipment and tools required in connection with such maintenance, repair and replacement 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, repair and replacement.

E. To insure and keep insured the condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and to insure and keep insured the Association 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 the terms and conditions of the Declaration and the Rules and Regulations.

G. To employ and/or contract with, if deemed advisable, a maintenance service contractor and/or an association management company or manager, who shall operate, maintain, service and/or manage the condominium property, including the building and related facilities, and to delegate to such contractor and/or management company or manager such powers as may be necessary in connection with the operation, maintenance, service and/or management of the property. 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 desirable by the Board.

H. To make and amend reasonable Rules and Regulations governing the use and occupancy, maintenance and conservation of the condominium property, including the units, and for the health, comfort, safety and welfare of the unit owners, their families, guests and tenants, all of whom shall be subject to such Rules and Regulations.

I. To exercise certain special powers as authorized by the Condominium Act in response to damage or injury caused by or anticipated in connection with an emergency for which a state of emergency is declared in Pinellas County, Florida, as defined by Florida law. These special powers shall be limited to that time reasonably necessary to protect the health, safety, and welfare of the Association and the unit owners and the unit owners' family members, tenants, guests, agents, or invitees and shall be reasonably necessary to mitigate further damage, injury, or contagion and make emergency repairs.

J. To adopt the budget for the following fiscal year.

Section 5. Compensation: Directors or Officers, as such, shall receive no salary or other compensation for their services as Directors or Officers.

Section 6. Meetings:

A. Organizational Meeting. The organizational meeting of each newly elected Board of Directors shall be held immediately after adjournment of the meeting at which they were elected and at the same place, provided a quorum of Directors shall then be present, or as soon thereafter as practical.

B. Regular Meetings. No notice to the Directors of a Board meeting shall be required if the Directors meet by unanimous written consent. The Directors may, by resolution duly adopted, establish the time and place for regular monthly, quarter-annual or semi-annual meetings of the Board. If such resolution is adopted, no notice to the Directors of such regular meetings of the Board shall be required.

C. Special Meetings. Special meetings of the Board may be called by the President on five (5) days' notice to each Director, personally or by mail, telephone or email. 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) or more Directors.

D. Notice to Members. Meetings of the Board of Directors shall be open to all members of the Association except as provided by statute, and notice of such meetings shall be given as follows:

(1) Notice of such meetings, stating the place and time thereof and specifically identifying all agenda items, shall be posted conspicuously on the Bulletin Board on the condominium

property at least forty-eight (48) continuous hours prior to any such meeting, except in an emergency.

(2) Written notice of a meeting at which a nonemergency special assessment or an amendment to rules regarding unit use will be considered must be hand delivered or mailed to the unit owners or must be electronically transmitted to each such owner who consents to receive notice by electronic transmission, and must be posted conspicuously on the condominium property at least fourteen (14) days before the meeting. Evidence of compliance with this fourteen (14)-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the Association.

(3) Notice of any meeting at which regular or special assessments against unit owners are to be considered for any reason shall specifically state that assessments will be considered and provide the estimated cost and description of the purposes for such assessments.

(4) If twenty percent (20%) of the voting members petition the Board to address an item of business, the Board, within sixty (60) days after receipt of the petition, shall place the item on the agenda at its next regular Board meeting or at a special meeting called for that purpose.

(5) An item not included on the notice of a Board meeting may be taken up on an emergency basis by a vote of at least a majority plus one of the Board members. Such emergency action must be noticed and ratified at the next regular Board meeting.

E. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by statute or by the Articles of Incorporation or these By-Laws. If a quorum shall not be present in any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present.

G. Minutes. The minutes of all meetings of the Board of Directors shall be available for inspection by the members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

Section 7. Order of Business: The order of business at all meetings of the Board shall be as follows:

- A. Call to order and roll call.
- B. Proof of notice of meeting or waiver of notice.
- C. Reading or waiver of reading and approval of unapproved minutes of prior meeting(s) of Board.
- D. Consideration of communications.
- E. Vacancies and election of officers.
- F. Reports of officers and employees.
- G. Reports of committees.
- H. Unfinished business.
- I. New business.
- J. Adjournment.

Section 8. Parliamentary Rules: All meetings of the Board of Directors and the members shall be guided by the parliamentary procedures outlined in the latest edition of "Roberts Rules of Order".

Section 9. Annual Statement: The Board shall present at the annual meeting a full and clear statement of the business and condition of the Association.

ARTICLE III
OFFICERS

Section 1. Executive Officers: The Executive Officers of the Association shall be a President, a Vice President, a Treasurer, and a Secretary, all of whom shall be members of the Board of Directors. Any person may hold two or more offices except that the President shall not also be the Secretary.

Section 2. Appointive Officers: The Board of Directors may appoint from time to time 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 shall elect the Executive Officers by a majority vote at its organizational meeting and all shall take office immediately following election.

Section 4. Term: The Officers of the Association 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 with or without cause at any time by the affirmative vote of a majority of all members of the Board of Directors.

Section 5. The President:

A. The President shall be the chief executive officer of the Association; 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 Association and shall see that all orders and resolutions of the Board are carried into effect.

B. The President shall execute bonds, mortgages and other contracts, 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 Association.

Section 6. The Secretary: The Secretary shall have the following duties which shall be performed by the Secretary or by the management company for the Association under the supervision of the Secretary:

A. The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors.

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

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

D. He or she shall keep a register of the names and addresses of the members, which shall be furnished to the Secretary by each member.

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

Section 7. The Vice President: The Vice President shall be vested with all powers and required to perform all duties of the President in the absence of the President, and such other duties as may be prescribed by the Board of Directors.

Section 8. The Treasurer: The Treasurer shall have the following duties which shall be performed by the Treasurer or by the management company for the Association under the supervision of the Treasurer:

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors.

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

C. Collect the assessments and promptly report the status of collections and of all delinquencies to the Board.

Section 9. Vacancies: If the office of any Director or Directors, or of the President, Vice President, Secretary or Treasurer, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote at any meeting of the Board of Directors, may elect 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

Association, 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. Members: There shall be no stock certificates issued by this Association. There shall be seventy-eight (78) members of this Association.

Section 2. Voting Members: The owner or owners of a single unit shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

(a) If a unit is owned by one (1) person, he or she shall be the voting member for the unit.

(b) If a unit is owned by more than one person, the vote of the unit may be cast by any one of such persons who shall be the voting member for the unit. If two or more owners of a unit do not agree among themselves as to how their vote shall be cast, that vote shall not be counted.

(c) If a unit is owned by a corporation or other legal entity, the person entitled to cast the vote for the unit as the voting member shall be designated by a certificate signed by the President or Vice-President or by the manager or other authorized representative of the corporation or other legal entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate by such entity owner or until a change in the ownership of the unit. If such a certificate is not on file, the vote of the entity owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

Section 3. Proxies: Votes may be cast in person or by written proxy given to another unit owner. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event, shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it. A proxy must be filed with the Secretary before the appointed time of a meeting or any adjournment of the meeting. The Board of Directors may, from time to time, prescribe a form of proxy.

ARTICLE V
MEETINGS OF MEMBERS

Section 1. Place: All meetings of the members shall be held at the office of the Association or such other place as may be stated in the notice.

Section 2. Annual Meeting: Annual meetings shall be held in January of each year at a date, time and place to be determined by the Board of Directors. The purpose of the annual meeting shall be to elect directors and to transact any other business authorized to be transacted by the Members.

Section 3. Membership List: At least fourteen (14) days before every election of Directors, a complete list of members entitled to vote at said election, arranged numerically by unit, shall be prepared by the Secretary. Such list shall be produced and kept for said fourteen (14) days and throughout the election at the office of the Association and shall be open to examination by any member throughout such time.

Section 4. Special Meetings:

A. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of twenty (20) voting members. Such request shall state the purpose or purposes of the proposed meeting.

B. Business transacted at all special meetings shall be confined to the purpose or purposes stated in the notice thereof.

Section 5. Notice: Written notice of any annual or special meeting of members, stating the time, place and purpose thereof and including an agenda, shall be hand delivered or mailed to each member entitled to vote thereat at such address as appears on the books of the Association or shall be electronically transmitted to each such member who consents to receive notice by electronic transmission. As to any annual meeting, at least fourteen (14) days advance written notice shall be given to each member, and, in addition, such notice shall be posted in a conspicuous place on the Condominium property at least fourteen (14) continuous days prior to such meeting. As to any special meeting, at least fourteen (14) days advance written notice shall be given to each member,

and, in addition, such notice shall be posted in a conspicuous place on the Condominium property at least fourteen (14) continuous days prior to such meeting.

Section 6. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the statutes or of 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.

Section 7. Vote Required to Transact Business: When a quorum of members is present in person or represented by written proxy at any meeting, the majority of the vote of such members present 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 provisions shall govern and control the decision of such question.

Section 8. Quorum: Fifty-one percent (51%) of the total number of members of the Association present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Articles of Incorporation or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have 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.

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

Section 10. Order of Business: The order of business at all meetings of the members shall be as follows:

- (a) Collection of ballots for election of Directors and (during meeting) counting of ballots (if applicable).
- (b) Call to order and determination of quorum.
- (c) Proof of notice of meeting.
- (d) Reading or waiver of reading and approval of unapproved minutes of prior meeting(s) of members.
- (e) Reports of officers and agents.
- (f) Reports of committees.
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

Section 11. Minutes: The minutes of all meetings of the members shall be available for inspection by the members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

ARTICLE VI
FINANCES

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

Section 2. Checks: All Checks or demands for money and notes of the Association 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.

Section 3. Budget: Each year, the Board of Directors shall prepare and adopt a budget for the following fiscal year. The budget shall be in conformance with the requirements of Florida statues in effect and in force at the time. No other expenditure shall be made by the Board except for an emergency.

Section 4. Financial Report: Within ninety (90) days following the end of the fiscal or calendar year, the Board of Directors shall prepare and complete, or contract for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall mail to each unit owner at the address last furnished to the Association by the unit owner, or hand deliver to each unit owner, a copy of the most recent financial report or a notice that a copy of the most recent financial report will be mailed or hand delivered to the unit owner, without charge, within five (5) business days after receipt of a written request from the unit owner. A report of cash receipts and expenditures shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to the following:

- (1) Cost for security;
- (2) Professional and management fees and expenses;
- (3) Taxes;
- (4) Cost for recreation facilities;
- (5) Expenses for refuse collection and utility services;
- (6) Expenses for lawn care;
- (7) Cost for building maintenance and repair;
- (8) Insurance costs;
- (9) Administrative and salary expenses; and
- (10) Reserves accumulated and expended for capital expenditures, deferred maintenance, and any other category for which the Association maintains reserves.

Section 5. Fidelity Bonds: The Association shall maintain fidelity bonding of all persons who control or disburse Association funds. The fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any

one time. The premiums on such bonds shall be paid by the Association.

Section 6. Debt: No Officer, Director or member shall be personally liable for any debt or other obligation of the Association.

ARTICLE VII
SEAL

The seal of the Association shall have inscribed thereon the name of the Association, and 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 VIII
AMENDMENT

Section 1. Proposal: An amendment to these By-Laws may be proposed by either a majority of the entire membership of the Board of Directors or by a majority of the entire membership of the Association at any annual or special meeting of the members. Notice of said meeting shall be mailed or hand delivered to each member or electronically transmitted to each member who consents to receive notice by electronic transmission at least fourteen (14) days prior to said meeting and shall contain the text of the proposed amendment.

Section 2. Amendment: A proposed amendment to these By-Laws must be approved by an affirmative vote of not less than two-thirds (2/3rds) of those members of the Association present in person or represented by written proxy at any regular or special meeting of the members duly called for such purpose pursuant to these By-Laws, at which a quorum of members shall be present in person or by proxy, unless a contrary vote is required pursuant to the Articles of Incorporation.

Section 3. Certificate: The text of each amendment to these By-Laws shall be included in a certificate of amendment certifying that the amendment was duly approved by the members, which certificate shall be executed by the President or Vice-President of the Association with the formality of a deed. The amendment shall be effective when such certificate is recorded in the Public Records of Pinellas County, Florida, as an amendment to the Declaration amending these By-Laws, which are an Exhibit to the Declaration.

ARTICLE IX
OFFICIAL RECORDS

The official records of the Association shall be available for inspection by any member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the member or authorized representative of such member. A tenant of a unit has a right to inspect and copy only the Declaration and these By-Laws and the Rules and Regulations. The Board of Directors may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying but may not require a member to demonstrate any purpose or state any reason for the inspection.

ARTICLE X
CONSTRUCTION

Wherever the masculine singular form of the pronoun is used, in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires. If any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.