BY-LAWS

OF

WEST SHORE VILLAGE TWO CONDOMINIUM CORPORATION

1. Identity These are the By-Laws of WEST SHORE VILLAGE TWO CONDOMINIUM CORPORATION, herein called "The Association" a non-profit Florida corporation, organized pursuant to Chapter 617, Florida Statutes and Section 711.12, Florida Statutes, for the purpose of administering WEST SHORE VILLAGE TWO, a condominium of lands lying and being situate in Pinellas County, Florida, or such other place as determined by the Board of Directors.

1.1 Office The office of The Association shall be at 4045 - 34th Avenue South, St. Petersburg, Florida 33711.

2. Members

2.1 Qualification The members of The Association shall consist of all of the record owners of apartments in West Shore Village Two, a condominium.

2.2 Change of Membership After receiving the approval of The Association elsewhere required, 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 a record title to an apartment in the condominium and the delivery to The Association of a certified copy of such instrument, the owner designated by such instrument, thereby becoming a member of The Association. The membership of the prior owner shall be thereby terminated.

2.3 Voting Rights The members of The Association shall be entitled to cast one vote for each apartment owned by them.

2.4 Designation of Voting Representative If an apartment is owned by one person his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person , the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of The Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by the President or Vice-President and attested by the Secretary of The Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner there.

2.5 Approval or Disapproval of Matters Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same persons who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these By-Laws.

2.6 Restraint Upon Assignment of Shares in Assets The share of a member in the funds and assets of The Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

3. Members' Meetings

3.1 Annual Members' Meetings The annual members meeting shall be held at the recreation building at WEST SHORE VILLAGE ONE, at 7:00 P.M. Eastern Standard time, on the Fourth Thursday, in February of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day. The annual meeting may be waived by a unanimous agreement of the members in writing.

3.2 Special Members' Meetings Special members' meetings shall be held whenever called by a majority of the board of directors and must be called by such directors upon receipt of a written request from members entitled to cast 75 per cent of the votes of the entire membership.

3.3 Notice of All Members' Meetings Notice of all members' meetings stating the time and place and the objects for which meeting is called shall be given unless waived in writing. Such notice shall be in writing and furnished to each member at his address as it appears on the books of The Association and shall be mailed not less than 10 days nor more than 60 days prior to the date of the meeting. Proof of such mailing shall be given by affidavit of the persons giving the notice. Notice of meeting may be waived before or after meetings.

3.4 Quorum A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of The Association. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium or these By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determing a quorum.

3.5 Proxies Votes may be cast in persons or by proxy, Proxies may be made by any persons entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof.

3.6 Adjourned Meetings If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.7 Order of Business The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

(a) Calling of the roll and certifying of proxies.

(b) Proof of notice of meeting or waiver of notice.

(c) Reading and disposal of any unapproved minutes.

(d) Reports of officers.

(e) Reports of committees.

(f) Election of directors.

(g) Unfinished business.

(h) New Business

(i) Adjournment.

3.8 Proviso Provided, however, that until the Developer of the condominium has completed and sold all of the apartments in West Shore Village Two Condominium or until January 1, 1977, whichever shall first occur the proceedings of all meetings of the members of The Association shall have no effect unless approved by the board of directors.

4. Board of Directors

4.1 Membership The affairs of The Association shall be managed by a board of not less than three (3) and not more than five (5) directors as may be determined from time to time by the members. After the Developer has completed and sold all of the apartments in West Shore Village Two, or after January 1, 1977, whichever shall first occur, each director shall be a person entitled to cast a vote in the Association. The first board of directors shall consist of three (3) directors.

4.2 Determination of Directors The majority of the owners of apartments in the apartment building shall have the right to designate three of their numbers as directors. Such designation shall be by an instrument signed by such owners and filed with the Secretary of The Association before the election at the annual meeting of members. Directors so designated shall be deemed elected whether or not a quorum is present at the annual meeting.

(a) Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occuring between annual meetings of members shall be filled by the remaining directors.

(b) Any director may be removed by concurrence of two-thirds of the members of The Association at a special meeting of the members called for that purpose. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.

(c) Provided, however, that until the Developer of the condominium has completed and sold all of the apartments of West Shore Village (which includes apartments other than this condominium) or until January 1, 1977, whichever shall first occur, all directors shall be designated by the Developer and need not be owners of apartments in the condominium and may not be removed by members as elsewhere provided.

4.3 Term The term of each direotors' service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

4.4 Organization Meeting The organization meeting of a newly elected board of directors shall be held within 10 days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

4.5 Regular Meetings Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least 3 days prior to the day named for such meeting.

4.6 Special Meetings Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than 3 days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

4.7 Waiver of Notice Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

4.8 Quorum A quorum at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the board of directors, except where approved by a greater number of directors is required by the Declaration of Condominium or these By-Laws.

4.9 Adjourned Meetings If at any meeting of the Board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.10 Joinder in Meeting by Approval of Minutes The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

4.11 Presiding Officer The presiding officer of directors' meetings shall be the President. In the absence of the President the directors present shall designate one their number to preside.

4.12 Directors' Fees Directors' fees, if any, shall be determined by the members of The Association; provided, directors designated by the Developer shall never under any circumstances be entitled to directors' fees.

5. Powers and Duties of Board of Directors All of the powers and duties of The Association existing under the Condominium Act, Declaration of Condominium and these By-Laws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically required. Such powers and duties of the directors shall include but shall not be limited to the following, subject, however, to the provisions of the Declaration of Condominium and these By-Laws:

5.1 Assess To make and collect assessments against members to defray the costs and expenses of the condominium.

5.2 Disburse To use the proceeds of assessments in the exercise of its powers and duties.

5.3 Maintain To maintain, repair, replace and operate the condominium property.

5.4 Insure To purchase insurance upon the condominium property and insurance for the protection of The Association and its members.

5.5 Reconstruct To reconstruct improvements after casualty and further improve the condominium property.

EXHIBIT B

5.6 Regulate To make and amend reasonable rules and regulations respecting the use of the property in the condominium in the manner provided by the Declaration of Condominium. Rules and regulations of The Association until amended, shall be as set forth in Exhibit B-1 attached hereto.

5.7 Approve To approve or disapprove of the transfer mortgage and ownership of apartments in the manner provided by the Declaration of Condominium.

5.8 Management Contract To contract for management of the condominium and to delegate to the contractor all powers and duties of The Association except such as are specifically required by the Declaration of Condominium or these By-Laws to have approval of the board of directors or the membership of The Association.

5.9 Acquire Interests To acquire and enter into agreements whereby it acquries leaseholds, memberships, and other possessory or use interests in lands or facilities whether or not contiguous to the lands of the condominium intended to provide for the enjoyment, recreation or other use and benefit of the apartment owners and to declare expenses in connection therewith to be common expenses.

5.10 Enforce To enforce by legal means provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the By-Laws and the regulations for the use of the property in the condominium.

5.11 Purchase of Apartments To purchase apartments in West Shore Village subject to the provisions of the Declaration of Condominium.

6. Officers

6.1 Officers and Election The executive officers of The Association shall be a President, who shall be a director a Vice-President, who shall be a director, a Treasurer, and a Secretary, all of whom shall be elected annually by the board of directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The board of directors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of The Association.

6.2 President The President shall be the chief executive officer of The Association. He shall have all of the powers and duties which are usually vested in the office of the president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of The Association. He shall serve as chairman of all board and members' meetings.

6.3 Vice-President The Vice-President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

6.4 Secretary The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall keep the records of The Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors

6.5 Treasurer The Treasurer shall have custody of all property of The Association, including funds, securities and evidences of indebtedness. He shall keep the books of The Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by The Association.

6.6 Compensation The compensation of all officers shall be fixed by the members at their annual meeting. No officer who is a designee of the Developer shall receive any compensation for his services as such.

6.7 Indemnification of Directors and Officers Every director and every officer of The Association shall be indemnified by The Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of The Association, officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the board of directors approve such settlement and reimbursement as being for the best interests of The Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

7. Fiscal Management The provisions for fiscal management of The Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

7.1 Accounts The funds and expenditures of The Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

(a) Current Expense Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves.

(b) Reserve for Deferred Maintenance Reserve for deferred maintenace shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for Replacement Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

7.2 Budget The board of directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expense and may provide funds for the foregoing reserves.

7.3 Assessments Assessments against the apartment owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in 12 equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is

not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the board of directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the board of directors. Until the first annual assessment shall be determined by the board of directors of The Association assessments shall be as set forth in Exhibit B-2 attached hereto.

7.4 Depository The depository of The Association will be such banks and/or savings and loan associations in Pinellas County, Florida as shall be designated from time to time by the directors and in which the monies from such accounts shall be only by checks signed by such persons as authorized by the directors. Provided, however, that the provisions of a management agreement between The Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

7.5 Fidelity Bonds Fidelity bonds shall be required by the board of directors from all persons handling or responsible for association funds. The amount of such bonds shall be determined by the directors. The premiums on such bonds shall be paid by The Association.

8. Parliamentary Rules Roberts' Rules of Order (latest edition shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium or these By-Laws.

9. Amendment The By-Laws may be amended in the manner set forth in the Declaration.

10. Community Facility Agreement for Deed Simultaneously with the execution of the Declaration and the adoption of the By-Laws, The Association, as part owner through its original board of directors and officers, for the recreation, enjoyment, use and other benefit of the apartment owners has acquired a nonexclusive agreement for deed interest in and to community facilities not upon the lands of the condominium. A signed original copy of said agreement is attached to the Declaration and made a part hereof. It is specifically recognized that some or all of the persons comprising the original board of directors and the officers of The Association are officers and/or directors and/or stockholders of the grantor under said agreement and that such circumstance shall not and cannot be construed or considered as a breach of their duties to The Association nor as possible grounds to invalidate such agreement in whole or in part. Said agreement may not be amended, revised or modified except in accordance with the provisions relative to amendment set forth in this Declaration unless the grantor, in writing, shall waive such procedures, in which case said agreement may be amended, revised or modified by the expression thereof executed by the board of directors of The Association and by the grantor with the formality required for deeds and duly filed among the Public Records of Pinellas County, Florida. Each present and future apartment owner, his heirs, successors and assigns and the Developer, as present owner of all of the apartments and condominium property, shall be bound by said community facility agreement to the same extent and effect as if he had executed said agreement for the purpose therein expressed, including, but not limited to (a) subjecting all his right, title and interest in his condominium parcel, the condominium and The Association to the lien rights granted the grantor in Section 3 of said agreement and creating, constituting, affirming and imposing such lien under Section 3 of said agreement, ab initio and anew against such owner's condominium parcel: (b) The Association, as part owner; (c) Covenanting and promising to perform each and every of the covenants,

confirming and approving each and every provision of said agreement and acknowledging that all of the terms and provisions thereof, including sale price and changes are reasonable; and, (e) agreeing that the persons acting as directors and officers of The Association in the acquisition of such agreement have not breached any of the duties or obligations to The Association.

The provisions of this 10 shall be deemed to be declared a covenant running with the land of the condominium and shall until the grantor shall declare otherwise, remain as such and be in full force and effect during the term of said agreement whether or not the condominium in this Declaration created be sooner terminated. Said community facility agreement and each and every provision thereof is hereby ratified, confirmed, approved and adopted, including but not limited to the provisions of Section 3 thereof entitled "Security" which provides for liens on the interest of the grantee in the community facilities, on the assets of The Association and on the condominium property and condominium parcels, running in favor of the grantor to secure to the grantor the payment of all sums and monies due it and to become due it and to secure the performance by the grantee of each and every of the part owner's obligations thereunder. The acts of the board of directors and officers in acquiring such agreement be and the same are hereby ratified, confirmed, approved and adopted. The Association is authorized and empowered to adopt and execute said agreement and any revisions, and amendments thereof which the board of directors and the grantor shall approve. The Association is appointed and shall be the irrevocable agent in fact, with full power of substitution, of each and every apartment owner for all purposes provided in said community facility agreement to do and perform each and every act and thing required of apartment owners in said agreement and to consent to and execute any and all documents, if necessary, to effectuate any and all of the provisions of said community facility agreement. Whenever any of the provisions of said community facility agreement and this Declaration shall be in conflict, the provisions of said community facility agreement shall be controlling. The expense of rental, replacements, and other undertakings, as set forth in the community facility agreement are hereby declared to be common expenses. Each apartment owner shall have the right to use, occupy and enjoy the community facilities through The Association, as part owner, subject to all of the provisions of said community facility agreement this Declaration, the By-Laws, and such rules and regulations which The Association and/ or others may from time to time adopt.

11. Management Agreement Simultaneously with the execution of the Declaration and the adoption of the By-Laws, The Association by and through its original board of directors and officers has entered into an agreement with West Shore Village Management Corporation entitled "Management Agreement". A signed original copy of said management agreement is attached hereto. Amendment or revision of such management agreement shall not require the procedures for an amendment or change to the Declaration or to the By-Laws and may be accomplished by expression thereof executed by the board of directors of The Association and the Manager with the formality required for deed and duly filed among the Public Records of Pinellas County, Florida. Each apartment owner, his heirs, successors and assigns, shall be bound by said management agreement to the same extent and effect as if he had executed said management agreement

for the purposes herein expressed including but not limited to: (a) adopting, ratifying, confirming, and consenting to the execution of said management agreement by The Association; (b) covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by apartment owners, in the cases provided therefor in said management agreement; (c) ratifying, confirming and approving each and every provision of said management agreement and acknowledging that all of the terms and provisions thereof, including manager's fee, are reasonable; and, (d) agreeing that the persons acting as directors and officers of The Association entering into such agreement have not breached any of their duties or obligations to The Association. It is specifically recognized that some or all of the persons comprising the original board of directors and the officers of The Association are owners of some or all of the stock of West Shore Village Management Corporation and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to The Association, nor as possible grounds to invalidate the management agreement in whole or in part. The management agreement, each and every provision thereof and the acts of the board of directors and officers of The Association entering into such agreement be and the same are hereby ratified, confirmed, approved and adopted.

EXHIBIT B-1
RULES AND REGULATIONS
WEST SHORE VILLAGE ONE CONDOMINIUM ASSOCIATION

1. The sidewalks, entrances, halls, corridors and stairways of apartment buildings shall not be obstructed or used for any other purpose than ingress to and egress from apartment units.

2. No article shall be placed in any of the corridors, walls or stairways in any building nor shall the same be obstructed in any manner. Nothing shall be hung or shaken from doors, windows, walks or corridors of an apartment building.

3. None of the limited, common elements of any apartment building nor any of the common elements of the Condominium shall be decorated or furnished by any apartment owner or resident.

4. Apartment owners are specifically cautioned that their right to make any addition, change, alteration or decoration to the exterior appearance of any portion of an apartment building, including balconies appurtenant to apartments, is subject to the provisions of the Declaration of Condominium.

5. No apartment owner or resident shall play upon or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television set or other loud speaker in an apartment between the hours of 11 P.M. and the following 8 A.M., if the same disturb or annoy other occupants of the building.

6. All garbage and refuse is to be deposited only in the facilities provided in each apartment building for that purpose.

7. West Shore Village Management Corporation, the Manager, shall at all times have a passkey to each apartment. No apartment owner shall alter any lock nor install any new lock on any doors leading to his apartment without the consent of the Manager and if such consent be given, the Manager shall be provided with a key.

8. Automobile parking spaces shall be used solely and exclusively for that purpose. They shall not be used for the storage of boats, inoperative automobiles, or any purpose whatever other than parking facilities, as aforesaid. An apartment owner may not lease or assign his automobile parking space except in conjunction with a lease of his apartment, which lease has been approved in accordance with the provisions of the Declaration of Condominium.

9. Complaints regarding the service of the Condominium shall be made in writing to the Board of Directors or to the Manager.

10. Apartment owners, residents, their families, guests, servants, employees, agents, visitors, shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of any building.

11. There shall not be kept in any apartment any inflammable, combustible or expolsive fluid material, chemical or substance except for normal household use.

12. The use of West Shore Village Community Facilities, including the recreation building and the health pavilion and spa building shall at all times be subject to such rules and regulations as the Manager may establish.

13. Payments of monthly assessments shall be made at the office of the Manager at St. Petersburg, Florida. Payments made in the form of checks shall be made to the order of West Shore Village Management Corporation. Payment of regular assessments are due on the first day of each month and if 5 or more days late, are subject to charges, as provided in the Declaration of Condominium. Such charges may not be waived by the Manager.

14. No apartment owner or resident shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Manager, nor shall he attempt to send any of such employees upon private business of such apartment owner or resident.

15. All users of the recreation facilities shall comply with all requirements and regulations of Pinellas County, Florida and of the Florida State Board of Health for public facilities of like nature. The use of the facilities shall be at the risk of the user.

16. No pets shall be allowed at any time in the community facilities which includes the recreation building, recreation areas, and the recreational facilities therein. Pets should be allowed only in those areas designated by the management corporation.

BY-LAWS EXHIBIT B-2

APARTMENT #	MONTHLY ASSESSMENT
3212A	$49.00
3212B	$46.00
3212C	$46.00
3212D	$39.00
3212E	$39.00
3223F	$53.00
3223B	$46.00
3223C	$46.00
3223G	$39.00
3223H	$39.00
3244F	$53.00
3244B	$46.00
3244C	$46.00
3244G	$39.00
3244H	$39.00
3247A	$49.00
3247B	$46.00
3247C	$46.00
3247D	$39.00
3247E	$39.00
3276A	$49.00
3276B	$46.00
3276C	$46.00
3276D	$39.00
3276E	$39.00
3281A	$49.00
3281B	$46.00
3281C	$46.00
3281D	$39.00
3281E	$39.00
TOTAL	$710.00

O. R. 4207 PAGE 1707

ARTICLES OF INCORPORATION

OF

WEST SHORE VILLAGE MASTER CORPORATION, INC.

A CORPORATION NOT FOR PORFIT

---

1. Name and Place of Business The name of the corporation is WEST SHORE VILLAGE MASTER CORPORATION. /INC. The place of business shall be 4045 - 34th Avenue South St. Petersburg, Florida, or such other place as may be decided upon by the Board of Directors.

2. Purpose The corporation is organized as a corporation not for profit under the provisions of Chapter 617 of the Florida Statutes. The purpose of this corporation is to provide an entity responsible for the ownership and operation of the Community Facilities of West Shore Village, A Condominium Development in Pinellas County, Florida. Said condominium is herein called Condominium and the Declaration of Condominium whereby the same has or will be created is herein called "Declaration".

FILED
20 AM '72
STATE OF FLORIDA

3. Qualification of Members and Manner of Their Admission The members of this corporation shall constitute all of the record owners of condominium parcels of the West Shore Condominium. After receiving the approval of the corporation as required under the Declaration, change of membership in this corporation shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing record title to a condominium parcel and the delivery to the corporation of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the corporation. The membership of the prior owner of such condominium parcel shall be thereby terminated. The rights and duties of members of the corporation are subject to the provision of Article 12 of this certificate of incorporation.

4. Term The existence of the corporation shall be perpetual unless the Condominium is terminated pursuant to the provisions of its Declaration and in the event of such termination, the corporation shall be dissolved in accordance with law.

5. Names and Residences of Incorporators The names and residences of the incorporators to these Articles of Incorporation are:

EARL H. THIELE 2021 Brightwaters Blvd N. E.
St. Petersburg, Florida

HAROLD M. SMALL 78 Brandywine Drive
Williamsville, New York 14221

JOSEPH V. PARLATO 267 Minnesota Avenue
Buffalo, New York 14215

6. Directors and Officers The affairs of The Association shall be managed by its Board of Directors. The Officers of the corporation shall be a President, Vice-President, Treasurer and Secretary, which officers shall be elected annually by the Board of Directors. The directors shall be elected annually by the association members. The Directors and officers may lawfully and properly exercise the powers set forth in Section 11, particularly those set forth in Sections 11.3 and 11.4, notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of the agreements executed pursuant to such powers are some or all of the persons with whom the corporation enters into such agreements or who own some or all of the proprietary interest in the entity or entities with whom the corporation enters into such agreements. Disclosure of such agreements by setting forth the same in the Declaration of Condominium of WEST SHORE VILLAGE ONE, and subsequent condominiums declared in the West Shore Village Development, as initially declared or subsequently redeclared or amended, shall stand as an absolute confirmation of such agreements and the valid exercise by the directors and officers of this corporation of the powers pertinent thereto.

7. Names of Officers The names of the officers who are to serve until the first election or appointment are as follows:

President	EARL THIELE	2021 Brightwaters Blvd N.E. St. Petersburg, Fla.
Vice-President	HAROLD M. SMALL	78 Brandywine Drive Williamsville, N.Y. 14221
Treasurer & Secretary	JOSEPH V. PARLATO	267 Minnesota Avenue Buffalo, N.Y. 14215

8. Board of Directors The Board of Directors shall consist of not less than three (3) and not more than five (5) persons. The first Board of Directors shall consist of three (3) persons, and the names and addresses of the persons who are to serve as such until the first election thereof are as follows:

EARL THIELE	2021 Brightwaters Blvd N.E. St. Petersburg, Florida
HAROLD M. SMALL	78 Brandywine Drive Williamsville, New York 14221
JOSEPH V. PARLATO	267 Minnesota Avenue Buffalo, New York 14215

9. By-Laws The original By-Laws are to be made by the Board of Directors and/or declarer under such Declaration. The same may thereafter be amended, altered or rescinded only in accordance with the provisions of such By-Laws and the Declaration relating to amendment.

10. Amendment of Articles These Articles of Incorporation may only be amended in accordance with the provisions of the Declaration relating to amendment.

11. Powers The corporation shall have all of the following powers:

11.1 Section 617.021 All of the powers set forth and described in Section 617.021 of the Florida Statutes not repugnant to any of the provisions of Chapter 711 of the Florida Statutes.

11.2 Chapter 711 All of the powers of an association as set forth in Chapter 711 of the Florida Statutes if applicable to this corporation.

11.3 Leaseholds To acquire and enter into any agreements whereby it acquires leaseholds, membership or other possessory or use interest in lands or facilities including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the West Shore Village condominium, intended to provide for the enjoyment, recreation, or other use or benefit of the unit owners.

11.4 Management To contract with a third party for the managment of the corporation's property and to delegate to the Contractor all powers and duties of this corporation except such as are specifically required by the By-Laws to have the approval of the Board of Directors or the membership of the Corporation.

11.5 Acquisition of Condominium Parcels To acquire by purchase or otherwise condominium parcels of the West Shore Village Condominium, subject nevertheless to the provisions of the Declaration and/or By-Laws relative thereto.

11.6 Operations To operate and manage its property in keeping with the quality of development in West Shore Village, A Condominium Development, subject to the following:

A. Laws and Regulations Use of the premises shall be subject to all laws, statutes, ordinances, rules and regulations of all appropriate governmental authority and/or agencies. All uses shall comply with the requirements of all policies of insurance in force with respect to the demised premises.

B. Prohibited Uses The following uses are prohibited:

(1) Secret Societies Activities of every nature and description of any group, club, society, fraternity, association or corporation whose membership, activities or functions are secret or so intended.

(2) Preferential Use All uses designed, calculated, intended or likely to result in the deprivation of any West Shore Village Condominium Unit owner of the demised premises, of an opportunity equal to that of any other West Shore Village Condominium Unit owner to use, occupy and enjoy the same except to the extent that the use, occupancy and enjoyment of one West Shore Village Condominium Unit owner may be greater than another's by reason of the greater number of unit owners or other permitted users of one lessee as compared to another.

C. Persons Who May Use The persons contemplated who may use and enjoy the demised premises by, through or under the Corporation shall be limited as follows:

(a) Unit Owners Any person who is the owner of a condominium parcel (unit) in the West Shore Village Condominium, which owner is sometimes hereinafter called "Unit Owner", his spouse if in residence with him at the condominium parcel (unit) and other members of his immediate family if in residence with him at the condominium parcel (unit) who are at least 15 years of age, may use and enjoy the demised premises.

(b) Occupants An "Occupant" is defined as any person not included in 11.6 (c) (a), who is lawfully in residence at and in possession of the condominium parcel (unit), which is owned by a person described in 11.6 (c) (a). An occupant, his spouse if she be resident with him at the condominium parcel (unit), and other members of his immediate family who are at least 15 years of age and who are resident with him at the condominium parcel (unit) may use and enjoy the demised premises. During the term of any occupant's right of possession in a condominium parcel (unit), either the unit owner described in 11.6 (c) (a) or the occupant described in 11.6 (c) (b) and in each case the persons herein described claiming under them, may use and enjoy the demised premises, but not both.

(c) Corporate Unit Owners or Occupants If a corporation be a unit owner as referred in 11.6 (c) (a) or be entitled to possession as an occupant as referred in 11.6 (c) (b), the use of the demised premises shall be limited at any one time to only one of its officers, directors or employees who has been approved by the Lessee in connection with such corporation acquiring title as a unit owner or right to possession as an occupant, and who is in actual residence at the condominium parcel (unit). He, his spouse if she be resident with him at such living unit, and other members of his immediate family who are at least 15 years of age and who are resident with him at such condominium parcel (unit), may use the demised premises.

(d) Other Persons, Generally Such other persons not described in 11.6 (c) (a) or 11.6 (c) (b) upon whom all of the lessees of the demised premises may unanimously agree, subject to the approval of the Developer until the Developer's right shall have expired may use and enjoy the demised premises.

12 ~~Until~~ Until Brantford Development Corporation, hereafter called "Developer" shall have completed the development promotion and sales of all living units to be constructed in West Shore Village, The original Board of Directors and Officers of this corporation or their nominees shall continue to hold such offices and carry on the business of the corporation without interference by the condominium unit owners. Within six months of the time that the total West Shore Village Condominium Development is developed and sold to individual unit owners, the President of the corporation shall call a meeting of the unit owners and proceed with the election of a new Board of Directors in accordance with the By-Laws of the corporation.

O. R. 4207 PAGE 1711

WE, the undersigned, being each of the subscribers hereto, do hereby subscribe to these Articles of Incorporation, and in witness whereof we have hereunto set our hands and seals this 12th day of OCT, 1973.

Earl Thiele

Harold M. Small

Joseph V. Parlato

STATE OF FLORIDA)
) SS
COUNTY OF PINELLAS)

Before me, the undersigned authority, personally appeared EARL THIELE to me well known, who upon oath acknowledged before me that he executed the above and foregoing Articles for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State this 12th day of Oct, 1973.

Notary Public
State of Florida at Large

Affix Seal

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JAN. 17, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

My Commission Expires:

STATE OF NEW YORK

COUNTY OF Erie

Before me, the undersigned authority, personally appeared HAROLD M. SMALL and JOSEPH V. PARLATO, to me well known, who upon oath acknowledged before me that they executed the above and foregoing Articles for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State this 1st day of October, 1973.

Loretta M. Tiffany
Notary Public
State of New York at Large

AFFIX SEAL

My Commission Expires:

LORETTA M. TIFFANY
Notary Public State of New York
Qualified in Erie County
My Commission expires Mar. 30, 1975

01 Cash 11 Ch
40 Rec 4
41 DS
43 Int
Tot 4

O.R. 5018 PAGE 1785

80071706

CERTIFICATE OF AMENDMENT OF DECLARATION OF CONDOMINIUM
OF
WEST SHORE VILLAGE TWO CONDOMINIUM CORPORATION, INC.

The following amendments are made to the Declaration of Condominium of WEST SHORE VILLAGE TWO CONDOMINIUM CORPORATION, INC.

1. Delete the definition of Association as provided in paragraph 2.3, and substitute the following:

2.3 The Association means W.S.V. CONSOLIDATED CORPORATION, INC., a non-profit Florida corporation.

2. Paragraph 7. is deleted and in its place and stead the following is substituted:

> 7. The Association. The operation of the condominium shall be by W.S.V. Consolidated Corporation, Inc., a non-profit Florida corporation, organized pursuant to Chapter 718, Florida Statutes and Chapter 617, Florida Statutes. A copy of its Articles of Incorporation is attached hereto and made a part hereof as Exhibit E(a).

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 19, PAGES 79 thru 85.

CLERK OF CUIT COURT
MAY 2 4 34 PM '80

14 14309001 72 0001. 02MAR0
40 4.00
4.00 CK

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals this 14th day of January, 1980.

Signed, sealed and delivered in the presence of:

WEST SHORE VILLAGE TWO CONDOMINIUM CORPORATION, INC.

BY Lee Harbin
President

Attest Charles E. Gummel, Jr.
Secretary

State of Florida
County of Pinellas

Before me, the undersigned authority, personally appeared Lee Harbin and Charles E. Gummel, Jr. President and Secretary, respectively, of West Shore Village Two Condominium Corporation, Inc. to me well known, who upon oath acknowledged that they executed the foregoing for the purposes therein expressed.

Sworn to and subscribed before me on this 14th day of January, 1980.

Leila N. Bartier
Notary Public State of Florida

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 10 1980
BONDED THRU GENERAL INS. UNDERWRITERS

Hold for Anderson, Thorn

ANDERSON, THORN, GROSE, & QUESADA, P.A., ATTORNEYS AND COUNSELLORS AT LAW, TAMPA AND CLEARWATER, FLORIDA

INST # 92-110781
APR 20, 1992 12:25PM

PINELLAS COUNTY FLA.
OFF.REC.BK 7879 PG 2059

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
WEST SHORE VILLAGE TWO, A CONDOMINIUM

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of West Shore Village Two, a Condominium, recorded at O.R. Book 4207, Page 1645 and located at Condominium Plat Book 19, Page 79, of the Public Records of Pinellas County, Florida, was duly approved in the manner prescribed by the Declaration, at a meeting of the membership held on February 27, 1992, at which a quorum was present.

IN WITNESS WHEREOF, we have affixed our hands this 6th day of April, 1992, at Pinellas County, Florida.

Witnesses:

A.E. Guillemett
Printed Name

Robert Gilkinson
Printed Name

WEST SHORE VILLAGE MASTER ASSOCIATION, INC. (SEAL)

By: Florence Taylor
FLORENCE TAYLOR, President
3247-A 38th Way S.
St. Petersburg, FL 33711

Attest: Elaine Cotugno
ELAINE COTUGNO, Secretary
3280-B 37th Way So.
St. Petersburg, FL 33711

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared FLORENCE TAYLOR and ELAINE COTUGNO, to me known to be the President and Secretary, respectively, of WEST SHORE VILLAGE MASTER ASSOCIATION, INC., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced _____ and _____ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 6th day of April, 1992.

PATRICIA G. RATH
Notary Public-State of Florida
My Commission Expires APR 21,1995
COMM # CC 001006

Notary Public

Patricia G. Rath
Printed Name

My commission expires:

Prepared by and return to:
Becker & Poliakoff, P.A.
33 North Garden Avenue
Suite 960
Clearwater, FL 34615-4116

RETURN TO:

f:\wp\westshr\cortand2.doc

KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY:

PINELLAS COUNTY FLA.
OFF.REC.BK 7879 PG 2060

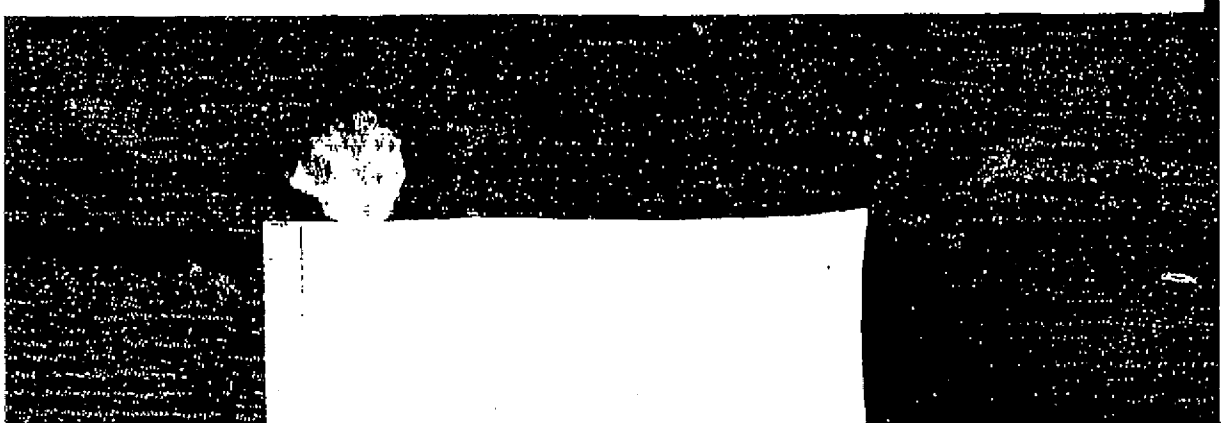
ADOPTED AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF WEST SHORE VILLAGE TWO, A CONDOMINIUM

Section 10.3 of the Declaration is substantially amended to read as follows: See existing Section for present language.

> Commencing with the effective date of this provision only one (1) dog or one (1) cat, not to exceed twenty (20) pounds at maturity, tropical or fresh water fish which can be kept within an aquarium and birds which can be kept within the unit shall be allowed to be kept within any unit. All pets shall be leashed when outside of the unit. No pet shall be allowed in the recreation building, or any recreational area of the community. Removal of animal feces shall be the responsibility of the owner of the pet. No animals shall be bred or raised commercially within any unit or upon the condominium property.
>
> Guests of owners shall not be permitted to have pets upon the property, unless the owner is present in the unit at the time of the visit.
>
> It is the intent of this provision to discourage the keeping of other types of pets upon the condominium property. Notwithstanding this, the Board shall have the authority to allow other pets to be kept by owners upon the prior written approval of the Board of Directors.

92223711 JAR 04-20-92 11:57:36
01 -
RECORDING 1 $10.50
TOTAL: $10.50
CHECK AMT.TENDERED: $10.50
CHANGE: $0.00

F:\wp\westshr\prowmd2.dec



I#: 2007301539 BK: 15976 PG: 710, 09/12/2007 at 08:00 PM, RECORDING 2 PAGES $18.50 KEN BURKE, CLERK OF COURT PINELLAS COUNTY, FL BY DEPUTY CLERK: CLKPRC9

Prepared By and Return to:
Bennett L. Rabin, Esquire
Brudny & Rabin, P.A.
200 North Pine Avenue, Suite A
Oldsmar, Florida 34677

CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
WEST SHORE VILLAGE TWO, A CONDOMINIUM

This is to certify that at a duly called meeting of the members of West Shore Village Master Corporation, Inc. (the "Association") held on June 28, 2007, at which a quorum of the voting interests were present, the attached Amendment to the Declaration of West Shore Village Two, a Condominium, was duly adopted by the membership as required therein. The Declaration of Condominium was originally recorded in Official Records Book 4207, Page 1645, Public Records of Pinellas County, Florida. The Condominium Plat related thereto is found in Condominium Plat Book 19, Page 79, aforesaid records. The attached consists of one page.

IN WITNESS WHEREOF, West Shore Village Master Corporation, Inc., has caused this instrument to be signed by its duly authorized officer on this 5th day of September, 2007.

WEST SHORE VILLAGE MASTER CORPORATION, INC.

By: _____
Signature
RAYMOND MAGRO Pres.
Printed Name and Title

Dolores R. Conklin
Signature of Witness #1
Dolores R. Conklin
Printed Name of Witness #1

Betty L. Taylor
Signature of Witness #2
BETTY L. TAYLOR
Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 5th day of September, 2007, by Raymond Magro, as President of WEST SHORE VILLAGE MASTER CORPORATION, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced n/a as identification.

Sandra Riley McDevitt
Notary Public - State of Florida at Large

My Commission Expires: 2/16/09

Notary Public State of Florida
Sandra Riley McDevitt
My Commission DD397136
Expires 02/16/2009

APPROVED AMENDMENTS TO
DECLARATION OF CONDOMINIUM OF
WEST SHORE VILLAGE TWO, A CONDOMINIUM

Insertions are underlined; deletions are stricken through

*** Indicates text not affected.

1. **Amend Article 10 to add new Sections 10.11, 10.12 and 10.13 of the Declaration to read as follows:**

10.11 Leasing Restriction. No unit may be leased or rented by a new owner who acquires title to any unit in the condominium after the effective date of this amendment during the twelve (12) consecutive calendar months following transfer of title to a unit, provided that the Board of Directors may approve exceptions to this restriction in cases where the unit owners are unable to occupy their unit based upon a condition which occurs after the time that they purchased their unit and during the first twelve (12) months of ownership. Examples of potential hardship exceptions include accidents or other medical situations which prevent the owner from occupying the unit, or other similar hardship situations.

10.12 Corporate Ownership. Only individuals may acquire an ownership or leasehold interest in a unit, provided that an individual may acquire an interest as a trustee, or in some other representative capacity where the unit is held in trust for the individual creating the trust or an individual beneficiary. Neither transfers of ownership, nor leases, shall be allowed to corporations, partnerships or other such legal entities where the grantee, or transferee, is not an individual. Notwithstanding the provisions of this paragraph, sales or leases to corporations, partnerships or other such legal entities recorded before the effective date of this amendment shall be permitted. In such cases, the legal entity shall designate a primary occupant to the Association, in writing, who, along with his family, shall be permitted residency. Selection of a primary occupant by such entity shall only be permitted one time per calendar year.

10.13 Limitation on Ownership. In order to promote owner occupancy of properties, and in addition to any other restrictions contained in this Declaration, no persons, corporations, or other legal entities may acquire title to more than three (3) units in the condominiums. This shall apply to any companies or entities that are related to the owner of another unit, such as those that have common officers, directors or partners, or where companies owning units have majority stockholders that also own other properties. This restriction shall not apply to any persons or entities that properly own more than three (3) units as of the effective date of this amendment, but such persons or entities shall not be allowed to acquire any additional units in the future if this would result in a further violation. Any transfer that is made in violation of this provision may be set aside by the Association, and both parties to any such transaction will be jointly and severally liable for all costs and attorneys' fees incurred by the Association as a result of any prohibited transfer. In the event of any question regarding the applicability of this section to a proposed transfer, a request in writing is to be made for clarification by the Board of Directors prior to the date of any such transfer. This restriction is in addition to any other restrictions regarding ownership by corporations or other legal entities.

END OF APPROVED AMENDMENTS