

## I NAME

The name of this corporation shall be EASTWOOD SHORES PROPERTY OWNERS ASSOCIATION, INC., sometimes hereinafter referred to as the "Association."

## II PURPOSES

The general nature, objects and purposes of the Association are as follows:

A. To promote the health, safety and social welfare of the Owners of Property within that residential area referred to as Eastwood Shores and described in the Declaration of Covenants and Restrictions for Eastwood Shores executed contemporaneously herewith by F & R Builders, Inc. and to be recorded in the Public Records of Pinellas County, Florida.

B. To own and hold title to and maintain, repair and replace the improvements on the Recreation Parcel located in Eastwood Shores for which the obligation to maintain and repair has been delegated and accepted.

C. To provide, improve, maintain, repair and/or replace the paving, street lights and other structures of the Common Driveway and Parking Area in Eastwood Shores for the health, safety, convenience, and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

D. To provide, improve, maintain, repair and/or replace the water retention area, sewage lift station and the main water and sewer lines, all of which serve the entire Eastwood Shores Condominium project.

E. To provide or provide for private security, fire protection and such other services the responsibility for which has been or may be accepted by the Association, and the capital improvements and equipment related thereto, in the Recreation Parcel and in the Common Driveway and Parking Area of Eastwood Shores.

F. To provide, improve, maintain, repair and/or replace the master T.V. antenna system and the sprinkler system which will serve the 476 units to be built by F&R Builders, Inc., the present developer of Eastwood Shores Condominiums.

G. To operate without profit for the sole and exclusive benefit of its members.

H. To perform all of the functions contemplated of the Association, and undertaken by the Board of Directors of the Association, in the Declaration of Covenants and Restrictions hereinabove described, including, but not limited to, the promulgation of Rules and Regulations governing the use of the Recreation Parcel, the Common Driveway and Parking Area, sewage lift station, water retention area, master T.V. antenna system, master sprinkler system and other residential areas of Eastwood Shores.

## III GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, By-Laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized, including the enforcement of the aforesaid Declaration Of Restrictions and Covenants.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against the property subject to the Declaration of Covenants and Restrictions to defray expenses and the cost of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.

F. To charge recipients for services rendered by the Association and the user for use of Association Property when such is deemed appropriate by the Board of Directors of the Association.

G. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

H. Upon such affirmative vote as is required to do so under the laws of Florida to be merged with any condominium association subsequently formed to manage any condominium existing on any part of Eastwood Shores Project and act as and become a condominium association therefor.

I. To accept and perform any functions of a condominium association existing within Eastwood Shores.

J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

#### IV MEMBERS

A. The members shall consist of the Property Owners in Eastwood Shores and all such Property Owners shall be members of the Association. There shall be two (2) classes of members, as follows:

1. Class A Members. Class A members shall be all Property Owners other than the Class B Member. Owners of Property shall automatically become Class A Members upon purchase of such Property.

2. Class B Members. The Class B Member shall be F & R Builders, Inc., a Florida corporation, or its designee, successor or assignee as Developer of Eastwood Shores, who shall remain a member so long as it owns property subject to the Declaration of Covenants and Restrictions for Eastwood Shores.

B. "Developer", "Owner", "Unit", and any other defined terms used herein, and elsewhere in the Articles, are used with the definitions given those terms in the aforesaid Declaration of Covenants and Restrictions for Eastwood Shores.

## V VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, each member shall be entitled to one (1) vote for each Unit in which he holds the interest required for membership. In the case of the Developer it shall also have one vote for each of the possible 448 units which may be constructed on the Undeveloped Parcel. Until the Class B member no longer is a member of the Association, the Class A members shall have no right to vote at membership meetings except that the Class A members which represent Eastwood Pines Association, Inc., a Florida non-profit corporation, which manages and operates Eastwood Pines, Phase 1, a Condominium (formerly Pinellas Pines, Phase 1, a Condominium), and Eastwood Pines Townhomes Association, Inc., a Florida non-profit corporation, which operates and manages Eastwood Pines, Phase 2, a Condominium (formerly Pinellas Pines, Phase 2, a Condominium), shall have the right to vote at membership meetings if said Associations elect to be members of this Property Association. When one or more person holds such interest or interests in any Unit, all such persons shall be members, and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. Except where otherwise required under the provisions of these Articles, the Declaration of Covenants and Restrictions for Eastwood Shores or by law, the affirmative vote of the Owners of a majority of Units represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

B. The Developer shall have the right to appoint the entire Board of Directors until the later of (i) the date it ceases to own any Units in Eastwood Shores, or (ii) the date it elects to withdraw the Undeveloped Parcel, as defined in the Declaration of Covenants and Restrictions, from the effect thereof without having completed construction of any Units thereon, even though prior to such election it does not own any Units in Eastwood Shores. During the period Developer appoints the entire Board of Directors, Developer may appoint advisory directors from the Class A membership who shall participate in the affairs of the Board of Directors, but shall have no vote.

C. The Association will obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration of Covenants and Restrictions for Eastwood Shores, as supplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

## VI BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting of not more than (15) Directors. So long as Developer shall have the right to appoint the Board of Directors, Directors need not be members of the Association and need not be residents of the State of Florida; thereafter,

all Directors shall be members of the Association and residents of the State of Florida. There shall be two (2) Directors appointed by the Class B member so long as the Class B member has the right to appoint the Board of Directors. After the Class B member's right to appoint the Board of Directors terminates, there shall be elected by the Class A members a board of Directors consisting of a number determined based upon the number of units in Eastwood Shores which are subject to the provisions of the Declaration of Covenants and Restrictions. The Owners of Units in each separate phase (each phase being either a separately submitted condominium regime or separately owned non-condominium parcel of Eastwood Shores project) of the property subject to the Declaration of Covenants and Restrictions shall elect at least one member of the Board of Directors. Any such phase with more than 65 units shall elect two such directors. Any such phase with more than 130 units shall elect three such directors. For any phase with more than 195 units an additional director shall be elected by its members for each group of 65 units in excess of 195 units. Each director elected by Class A members shall serve for a term from the date of the meeting where he is elected until the next annual meeting. In no event can a Board member be appointed by the Class B Member be removed except by action of the Class B Member. Any Director appointed by the Class B Member shall serve at the pleasure of the Class B Member, and may be removed from office, and a successor Director may be appointed, at any time by the Class B Member.

B. The names and addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the members to be held in the year 1980 and until their successors are elected or appointed and have qualified, are as follows:

Robert C. Bigham  
9555 N. Kendall Drive  
Miami, Fla. 33156

Victor L. Stosik  
9555 N. Kendall Drive  
Miami, Fla. 33156

Virginia Bennett  
9555 N. Kendall Drive  
Miami, Fla. 33156

## VII OFFICERS

A. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the By-Laws. The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1980 and until their successors are duly elected and qualified are:

President	:	Robert C. Bigham
Vice President:		Virginia Bennett
Treasurer	:	Victor L. Stosik
Secretary	:	Victor L. Stosik

## VIII CORPORATE EXISTENCE

The Association shall have perpetual existence.

## IX BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles.

## X AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by resolution of the Board of Directors. No amendment affecting F & R Builders, Inc., a Florida corporation, or its successors or assigns as Developer of Eastwood Shores (as the same is defined in the Declaration of Covenants and Restrictions for Eastwood Shores) shall be effective without the prior written consent of said F & R Builders, Inc. or its successors or assigns, as Developer.

## XI SUBSCRIBERS

The names and addresses of the subscribers are as follows:

Robert C. Bigham  
9555 N. Kendall Drive  
Miami, Fla. 33156

Victor L. Stosik  
9555 N. Kendall Drive  
Miami, Fla. 33156

Virginia Bennett  
9555 N. Kendall Drive  
Miami, Fla. 33156

## XII INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XIV DISSOLUTION OF THE ASSOCIATION .

A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Real property contributed to the Association without the receipt of other than nominal consideration by the Class B Member (or its predecessor in interest), but excluding therefrom the Recreation Parcel which it is intended shall be distributed in the manner provided in 2 below, shall be returned to the Class B Member (whether or not a Class B Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).
2. Remaining assets shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each members' share of the assets to be determined in accordance with its voting rights.

B. The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.05 or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Association's members.

IN WITNESS WHEREOF, the said subscribers have hereto set their hands and seals this 23<sup>rd</sup> day of March, 1979.

Signed, sealed and delivered in the presence of

Michelle Takey  
Stan J. Williams

Robert C. Bigham  
Robert C. Bigham

Michelle Takey  
Stan J. Williams

Victor L. Stosik  
Victor L. Stosik

Michelle Takey  
Stan J. Williams

Virginia Bennett  
Virginia Bennett

Michelle Takey



EXHIBIT 5

ARTICLES OF INCORPORATION

OF

EASTWOOD SHORES TOWNHOMES

A Corporation Not For Profit

In order to form a corporation under the Laws of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers herein specified; and to that end we do, by these Articles of Incorporation, set forth:

I.

The name of the corporation shall be:

EASTWOOD SHORES TOWNHOMES ASSOCIATION,  
INC. (the "Association").

II.

The purposes and objects of the Association shall be to administer the operation and management of Eastwood Shores Townhomes (the "Condominium"), to be established as a condominium in accordance with the Florida Condominium Act (the "Act") upon land; situated in Pinellas County, Florida, described on Exhibit "1", attached hereto and made a part hereof and to perform the acts and duties incident to operation and management of the Townhomes in accordance with the provisions of these Articles of Incorporation, the By-Laws of the Association which will be adopted (the "By-Laws"), and the Declaration of Condominium of the Townhomes (the "Declaration"), which will be recorded in the Public Records of Pinellas County, Florida, when the Land, and the improvements constructed thereon, are submitted to the condominium form of ownership; and to own, operate, encumber, lease, manage, sell, convey, exchange, and otherwise deal with the Land, the improvements and such other property, real and/or personal, as may be or become part of the Townhomes (the "Property") to the extent necessary or convenient in the administration of the Townhomes. The Association shall be conducted as a non-profit organization for the benefit of its members.

III.

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:



1. Make and establish reasonable rules and regulations governing use of the Units, Common Elements, and Limited Common Elements in and of the Townhomes as such terms are defined in the Declaration.

2. Levy and collect assessments against members of the Association to defray the Common Expenses of the Condominium, as provided in the Declaration and the By-Laws; including the power to levy and collect assessments for the purpose of paying assessments levied against Units in the Townhomes by Eastwood Shores Property Owners Association, Inc. (the "Property Owners Association"), and for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property, including Units, which may be necessary or convenient in the operation and management of the Townhomes and in accomplishing the purposes set forth in the Declaration.

3. Maintain, repair, replace, operate and manage the Condominium Property, including the right to reconstruct improvements after casualty and further to improve and add to the Condominium Property.

4. Contract for the management of the Condominium and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws, and the Act.

5. Enforce the provisions of these Articles of Incorporation, the Declaration, the By-Laws, and all rules and regulations governing use of the Townhomes which may from time to time be established.

6. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration and the Act.

#### IV.

The qualification of members, the manner of their admission to and termination of membership, and voting by members shall be as follows:

A. The record owners of all Units in the Townhomes shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided for in Paragraph E, Article IV, hereof.

B. Membership shall be established by the acquisition of fee title to a Unit in the Townhomes or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Unit; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Unit.

C. The interest 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 the Unit(s) owned by such member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the By-Laws.

D. On all matters on which the membership shall be entitled to vote, there shall be one, and only one, vote for each Unit in the Townhomes, which vote may be exercised or cast by the owner(s) of each Unit as will be provided for in the By-Laws. Should any member own more than one Unit, such member shall be entitled to exercise or cast one (1) vote for each such Unit, in the manner provided by the By-Laws.

E. Until such time as the Land, and the improvements constructed thereon, are submitted to the condominium form of ownership by recordation of the Declaration in the Public Records of Pinellas County, Florida, the membership of the Association shall be comprised of the Subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

#### V.

The Association shall have perpetual existence.

#### VI.

The principal office of the Association shall be located in Florida, but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

#### VII.

The affairs of the Association shall be managed by the President of the Association assisted by the Vice Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Townhomes and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

#### VIII.

The Board of Directors shall be composed of three persons until such time as the Developer has conveyed title to all Units in the Townhomes. The number of members of succeeding Boards of Directors shall be from three to five, the actual number to be determined by a majority vote of members present at a duly called meeting of the Association where a quorum is present. The Directors shall be elected by the members of the Association at the annual meetings of the

membership as provided by the By-Laws. At least a majority of the members of all Boards of Directors shall be members of the Association or shall be authorized representatives, officers, agents, or employees of a corporate member of the Association.

When Unit owners other than F & R Builders, Inc., a Florida corporation, (the "Developer") own fifteen percent (15%) but less fifty percent (50%) of the Units that ultimately will be operated by the Association, the Unit owners other than the Developer shall be entitled to elect, in a manner to be provided in the By-Laws, not less than nor more than one-third (1/3) of the members of the Board of Directors. Unit owners other than the Developer shall be entitled to elect, in a manner to be provided in the By-Laws, not less than nor more than a majority of the members of the Board of Directors three years after sales by the Developer have been closed of fifty percent (50%), but less than ninety percent (90%), of the Units that will be operated ultimately by the Association, or three months after sales have been closed by the Developer of ninety percent (90%) of the Units that ultimately will be operated by the Association, or when all of the Units that ultimately will be operated by the Association have been completed, and some have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall have the right to elect, in the manner to be provided in the By-Laws, all members of the Board of Directors which Unit owners other than the Developer are not entitled to elect as long as the Developer holds for sale in the ordinary course of business any Units in the Townhomes and the Developer shall be entitled to elect not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least two (2) percent of the Units in the Townhomes. Notwithstanding the foregoing, the Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors in the same manner as any other member of the Association. After Unit owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall, within a reasonable time and in a manner to be provided in the By-Laws, relinquish control of the Association and shall deliver to the Association all property of the Unit owners and of the Association held or controlled by the Developer. The Developer shall be under no obligation to manage or control the Association or to appoint its representatives to the Board of Directors and may, at any time, relinquish any rights it has to do so and have its representatives on the Board resign.

#### IX.

The Board of Directors shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

X.

The names and residence addresses of the members of the first Board of Directors, who, subject to the provisions of the laws of Florida, these Articles of Incorporation and the By-Laws, shall hold office until the annual meeting of the association in the year 1980, and thereafter until their successors are selected and have qualified, are as follows:

Robert C. Bigham  
9555 N. Kendall Drive  
Miami, Fla. 33156

Victor L. Stosik  
9555 N. Kendall Drive  
Miami, Fla. 33156

Richard Wark  
9555 N. Kendall Drive  
Miami, Fla. 33156

XI.

The Subscribers to these Articles of Incorporation are the persons herein named to act and serve as members of the first Board of Directors of the Association. The names of the Subscribers, and their respective residence addresses, are set forth in Article X hereof.

XII.

The officers of the Corporation, who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the By-Laws, and have qualified, shall be the following:

Robert C. Bigham, President

Virginia Bennett, Vice President

Victor L. Stosik, Secretary/Treasurer

XIII.

The original By-Laws of the Association shall be adopted by a majority vote of the Subscribers to these Articles of Incorporation at a meeting at which a majority of the Subscribers is present, and, thereafter, the By-Laws may be altered or rescinded only by affirmative vote of two-thirds (2/3) of the votes entitled to be cast by members of the Association.

XIV.

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's 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, whether or not he is a Director or 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 any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in 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.

XV.

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Units in the Townhomes, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days or later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than fourteen (14) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than two-thirds (2/3) of the Units in the Townhomes in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be recorded in the Public Records of Brevard County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article XV, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of the Board of Directors of the Association, as provided in Article VIII hereof, may be adopted or become effective without the prior written consent of Developer.

XVI.

Upon affirmative vote of a majority of the Board of Directors and not less than 75% of the members, the Association may be merged into the Property Owners Association.

IN WITNESS WHEREOF, the Subscribers hereto have hereunto set their hands and seals this        day of 1979.

\_\_\_\_\_  
Robert C. Bigham

\_\_\_\_\_  
Victor L. Stosik

\_\_\_\_\_  
Virginia Bennett

STATE OF FLORIDA        )  
                                  ) SS.  
COUNTY OF DADE        )

BEFORE ME, the undersigned authority, personally appeared Robert C. Bigham, Victor L. Stosik and Virginia Bennett who, being by me first duly sworn on oath, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed, this        day of       , 1979.

(Notarial Seal)

\_\_\_\_\_  
Notary Public,  
State of Florida at Large  
My Commission expires:

EASTWOOD SHORES TOWNHOMES

RULES AND REGULATIONS

1. The greens and walkways in front of the townhome units and the entranceways to the townhome units shall not be obstructed permanently or used for any purpose other than ingress to and egress from the townhome units.

2. The exterior of the townhome units and the balconies, terraces, storage areas and all other areas appurtenant to a townhome unit shall not be painted, decorated or modified by any owner in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.

3. No article shall be hung from the doors or windows or placed upon the outside window sills of the townhome units.

4. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the common areas or driveways, except in areas specifically designated by the Board of Directors.

5. No owner shall make or permit any noises that will disturb or annoy the occupants of any of the townhome units in the development or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners.

6. Each owner shall keep his townhome unit clean and in a good state of repair. No owner or occupant shall sweep or throw, or permit to be swept or thrown, therefrom or from the doors or windows thereof, any dirt or other substance.

7. No shades, awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the buildings except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. The Association, acting through its initial Board of Directors, shall designate the color, type and specifications for all drapery liners to be used in all draperies which are exposed in any way to view from areas outside of any townhome unit, to the end that all of same shall be uniform in appearance.

8. Each townhome unit owner who plans to be absent from his unit during the hurricane season must prepare his unit prior to his departure by (a) removing all furniture, plants and other objects from his balcony or terrace and (b) designating a responsible firm or individual satisfactory to the Association to care for his townhome unit, should the unit suffer hurricane damage. Such firm or individual shall contact the Association for permission to install or remove hurricane shutters.

9. No sign, notice or advertisement shall be inscribed or exposed on or at any window, or other part of the townhome units except as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the townhome units without similar approval.

17. All repairs, renovation and painting or other maintenance required or permitted to be done by the townhome unit owner shall be accomplished done or performed only by personnel or firms approved by the Association.

18. No vehicle belonging to an owner or to a member of the family or to a guest, tenant, or employee of an owner shall be parked in such manner as to impede or prevent ready access to another owner's unit or limited common elements or other parking spaces. The owners, their employees, servants, agents, visitors and licensees and the owner's family will obey the parking regulations posted at the private streets, parking areas and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners. No unit owner shall store or park or leave boats, trailers, trucks or campers or any commercial vehicle on the condominium property. No vehicle which cannot operate on its own power shall remain with the townhome property for more than twenty-four (24) hours, and no repair of vehicles shall be made within the townhome property. The Developer of the townhomes shall make assignments of vehicle parking spaces to unit owners initially. Thereafter, assignments of parking spaces shall be made by the Board of Directors to unit owners in accordance with such rules and regulations and priorities as the Board of Directors shall adopt from time to time.

19. The owner shall not cause or permit the blowing of any horn from any vehicle of which his guests or family shall be occupants approaching or upon any of the driveways or parking areas serving the condominium property.

20. No owner shall use or permit to be brought into the townhome units any flammable oils or fluids, such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed hazardous to life, limb or property.

21. No owner shall be allowed to put his name on any entry of the townhome units or mail receptacles appurtenant thereto except in the proper places and in the manner prescribed by the Association for such purpose.

22. Any damage to buildings, recreational facilities or other common areas or equipment caused by any resident or his guests shall be repaired at the expense of the owner who has himself or whose guests or family have caused same.

23. Complaints regarding management of the townhome units and grounds or regarding actions of other owners shall be made in writing to the Association.

24. Any consent or approval given under these rules and regulations by the Association shall be revocable at any time.

25. The Recreation Areas are solely for the use of the townhome residents and their invited guests. Those who swim in the pools and utilize the other recreational facilities shall do so at their own risk. The Association shall not be liable for any personal injury, loss of life or property damage in any way caused or arising from the use of the recreation facilities.

26. The use of the swimming pool, pool area and recreation facilities, permitted hours, guest rules, safety and sanitary provisions and all other pertinent matters shall be in accordance with regulations adopted from time to time by the Association and posted in the swimming pool area.



## BY-LAWS

OF

## EASTWOOD SHORES TOWNHOMES

A Corporation Not For Profit

I. IDENTITY

A. These are the By-Laws of Eastwood Shores Townhomes Association, Inc. (the "Association"), a Florida corporation not for profit, the Articles of Incorporation (the "Articles") of which were filed in the office of the Secretary of State of Florida on July 17, 1979. The Association has been organized for the purpose of administering the operation and management of Eastwood Shores (the "Condominium"), established or to be established in accordance with the Florida Condominium Act (the "Act") upon land, situated in Pinellas County, Florida, described on Exhibit "1" attached hereto and made a part hereof.

B. The provisions of these By-Laws are applicable to the Condominium and are subject to the provisions of the Articles. A copy of the Articles and a copy of these By-Laws will be annexed, as Exhibits, to the Declaration of Condominium of the Condominium (the "Declaration") which will be recorded in the Public Records in Pinellas County, Florida. The terms and provisions of the Articles and Declaration shall control wherever the same may conflict herewith.

C. All members of the Association and their invitees, including, without limitation, all present or future owners and tenants of dwelling units in the Condominium ("Units") and other persons using the Condominium or any of the facilities thereof in any manner, are subject to these By-Laws, the Articles and the Declaration.

D. The office of the Association shall be at the site of the premises of the Condominium or at such other place as may be established by resolution of the Board of Directors.

E. The fiscal year of the Association shall be the calendar year.

F. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

II. MEMBERSHIP, VOTING, QUORUM, PROXIES.

A. The qualification of members of the Association (the "Members"), the manner of their admission to membership and termination of such membership, and voting by Members, shall be as set forth in Article IV of the Articles, the provisions of which are incorporated herein by reference.

B. A quorum at meetings of Members shall consist of persons entitled to cast a majority of the votes of the entire membership. 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 person for the purpose of determining a quorum.

C. The vote of the owner(s) of a Unit owned by more than one natural person, as tenants in common, joint tenants (except a husband and wife as tenants by the entirety), a partnership, or any other association of natural persons, or by a corporation, a trust, or any other entity shall be cast or otherwise exercised, at all meetings at which members of the Association are entitled to vote or otherwise act, by one natural person designated by the owner(s) of such Unit as the "Primary Occupant" thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person (except a husband and wife as tenants by the entirety), a partnership, or any association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall, by written instrument acceptable to the Association, designate one natural person as the Primary Occupant. The instrument designating the Primary Occupant shall be filed with the Association, and the person so designated shall be and remain the Primary Occupant of the Unit until such designation has been revoked by written instrument executed by the owner(s) of the Unit or by lawful conveyance of the Unit. The Primary Occupant of the Unit shall be the only person entitled to cast or exercise, in person or by proxy, the vote of the owner(s) of such Unit at any meeting of members or in connection with any action concerning which members of the Association shall be required or allowed to vote or otherwise act.

D. Evidence of the approval or disapproval of the owner(s) of a Unit upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the same person who would cast the vote of such owner if in an Association meeting.

E. Except where otherwise required under the provisions of the Articles, these By-Laws or the Declaration, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the Units represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the members.

### III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

A. The annual meeting of Members shall be held, at the office of the Association or such other place in Pinellas County, Florida as may be specified in the notice of the meeting, at 7:00 P.M. on the second Tuesday in May of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members. If such date shall be a legal holiday the annual meeting date shall be the next succeeding regular business day.

B. Special meetings of Members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Members owning a majority of the Units.

C. Notice of all meetings of Members shall be given to the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member (unless waived in writing). Each notice shall be written or printed and shall state the time and place of and purpose for which the meeting is called. Each notice shall, if possible, be given to each

Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed or delivered personally to each Member. If delivered personally, receipt of the notice shall be signed by the Member, indicating the date received. If mailed, such notice shall be deemed properly given when deposited in the United States Regular Mail, addressed to the Member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Proof of mailing shall be given by the affidavit of the person giving the notice. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. Each notice shall in addition be posted in a conspicuous place in each building of the Condominium at least forty-eight (48) hours prior to said meeting. If any meeting of Members cannot be held because a Quorum is not present, or because a greater percentage of the membership required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, the By-laws or the Declaration, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

D. At meetings of Members, the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting.

E. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

- (1) Calling of the roll and certifying of proxies
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading or waiver of reading of minutes of previous meeting of Members
- (4) Reports of officers
- (5) Reports of committees
- (6) Appointment by Chairman of inspectors of election
- (7) Election of Directors
- (8) Unfinished business
- (9) New business
- (10) Adjournment

#### 11. BOARD OF DIRECTORS.

A. The first Board of Directors shall consist of three (3) persons who shall be the subscribers to the Articles;

Succeeding Boards of Directors shall consist of three (3) persons. At least the majority of each succeeding Board of Directors shall be Members of the Association, or shall be authorized representatives, officers or employees of a corporate Member of the Association. When Unit owners other than F & R Builders, Inc. a Florida corporation, (the "Developer") own fifteen percent (15%) but less than fifty percent (50%) of the Units that ultimately will be operated by the Association, the Unit owners other than the Developer shall be entitled to elect, in the manner provided in Paragraph B, Article IV of these By-Laws, not less than nor more than one-third (1/3) of the members of the Board of Directors. The Unit owners other than the Developer shall be entitled to elect, in the manner provided in Paragraph B, Article IV of the By-Laws, not less than nor more than a majority of the members of the Board of Directors, three (3) years after sales by the Developer have been closed on fifty percent (50%) but less than ninety percent (90%) of the Units that ultimately will be operated by the Association, or three months after sales have been closed by the Developer of ninety percent (90%) of the Units that ultimately will be operated by the Association, or when all of the Units that ultimately will be operated by the Association have been completed and some have been sold and some of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall have the right to elect in the manner provided in Paragraph B, Article IV of these By-Laws the members of the Board of Directors which other Unit owners are not entitled to elect as long as the Developer holds for sale in the ordinary course of business any Units in the Condominium; and the Developer shall be entitled to elect not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least two (2) percent of the Units in the Condominium. Notwithstanding the foregoing, the Developer shall be entitled at any time to waive its rights hereunder, by execution and delivery to the Association of a written waiver; and thereafter to vote in elections for members of the Board of Directors in the same manner as any other Unit owner.

B. Directors shall be elected in the following manner:

- (1) Commencing with the election of the first Board to succeed the Board comprised of the Subscribers of the Articles, Developer shall designate that number, and the identity, of the members of the Board which it shall be entitled to designate in accordance with the Articles and these By-Laws, and upon such designation by Developer, by written instrument presented to the meeting at which such election is held, the persons so designated by Developer shall be deemed and considered for all purposes Directors of the Association, and shall thereafter hold the offices and perform the duties of such Directors until their successors shall have been elected or designated, as the case may be, and qualified in accordance with the provisions of these By-Laws.

- (2) All members of the Board whom Developer shall not be entitled to designate under these By-Laws shall be elected, by a majority of the votes cast at the annual meeting of the members, immediately following the designation of the members of the Board whom Developer shall be entitled to designate.
- (3) Vacancies on the Board may be filled, to expire on the date of the next annual meeting, by the remaining Directors; except that, should any vacancy in the Board be created in any directorship previously filled by any person designated by Developer, such vacancy shall be filled by Developer designating, by written instrument delivered to any officer of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof.
- (4) If, at the time of the first annual meeting of members, Unit owners other than the Developer are entitled to elect some or all of the Directors, the terms of office of such Directors shall be one year. The term of office of all directors designated by the Developer shall also be for one year. Directors shall hold office for the terms to which elected or designated, and thereafter until their successors are duly elected, or designated by Developer, and qualified, or until removed in the manner elsewhere herein provided or as provided by law.
- (5) In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected; provided, however, that no member or owner of any Unit may cast more than one vote for any person nominated as a Director; it being the intent hereof that voting for Directors shall be non-cumulative.
- (6) In the event that Developer selects any person or persons to serve on any Board, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from the Board. The removal of any Director and designation of his successor shall be effective.

immediately upon delivery of such written instrument by Developer to any officer of the Association.

C. The organizational meeting of a newly elected or designated Board shall be held immediately following the adjournment of the membership meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

D. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, and shall be open to all members of the Association. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived; notice shall also be posted in a conspicuous place in each building of the Condominium at least forty-eight (48) hours prior to said meeting.

E. Special meetings of the Board 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 three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Such notice shall also be posted in a conspicuous place in each building of the Condominium at least forty-eight (48) hours prior to said meeting.

F. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

G. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these By-Laws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than 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. 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.

H. The presiding officer of meetings of the Board shall be the Chairman of the Board, if such officer has been elected, or, if not, the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

I. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the law of Florida, the Articles, these By-Laws and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these By-Laws and the Declaration, and shall include, without limitation, the right, power and authority to:

- (1) Make, levy and collect assessments against Members and Members' Units to defray the costs of the Condominium, including, if assessed to the Condominium as a whole, the costs of paying of assessments levied against the Condominium by Eastwood Shores Property Owners Association, Inc. for maintenance and management of the recreation parcel, parking and driving areas, for the use and benefit of Members and to use the proceeds of assessments in the exercise of the powers and duties of the Association;
- (2) Maintain, repair, replace, operate and manage the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of Members;
- (3) Repair and reconstruct improvements after casualty;
- (4) Make and amend regulations governing the use of the property, real and personal, in the Condominium; provided, that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declaration;
- (5) Approve or disapprove proposed purchasers and lessees of Units and to exercise or waive the Association's right of first refusal of each proposed sale of a Unit in the manner specified in the Declaration. The President or the Vice President of the Association are and shall be authorized to approve (but not disapprove) any proposed purchaser or lessee, or to waive (but not to exercise) the Association's right of first refusal, and to execute, on behalf of the Association, appropriate documents to evidence same;
- (6) Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, including Units, of and in the Condominium, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration;
- (7) To contract for the management and maintenance of the condominium property and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and

replacement of the common elements with funds as shall be made available by the association for such purposes. The association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the association.

- (8) Enforce by legal means the provisions of the Articles, these By-Laws, the Declaration and all regulations governing use of property of and in the Condominium hereafter adopted;
- (9) Pay all taxes and assessments which are liens against any part of the Condominium other than Units and the appurtenances thereto, and to assess the same against the members and their respective Units subject to such liens;
- (10) Carry insurance for the protection of the members and the Association against casualty and liability;
- (11) Pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed to the owners of the separate Units;
- (12) Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

J. The first Board of Directors of the Association shall be comprised of the three (3) subscribers to the Articles. Thereupon, Subscribers of the Articles, who shall serve until their successors are designated by Developer or elected at the annual meeting of the Members in the year 1980. Should any member of the first Board be unable to serve for any reason, Developer shall have the right to select and designate a successor to act and serve for the unexpired term of the Director who is unable to serve.

K. Directors may be removed from office in the manner provided by law for the removal of directors of Florida corporations not for profit.

#### V. ADDITIONAL PROVISIONS-MEETINGS OF MEMBERS AND DIRECTORS.

A. Notwithstanding anything contained in these By-Laws to the contrary, any meeting of Members or the Board may be held at any place, within or without the State of Florida, designated in the notice of any such meeting, or notice of which is waived.

B. To the extent now or from time to time hereafter permitted by the laws of Florida, the Board may take any action which it might take at a meeting of the Board without a meeting; provided, that a record of all such actions so taken, signed by each Director, shall be filed and retained in the minute book of the Association.



VI. OFFICERS.

A. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary properly to manage the affairs of the Association. Officers may be removed from office by the Board.

B. 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 President of a corporation not for profit, 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 have such additional powers as the Board may designate.

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

D. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the giving and serving of all notices to the Members and Board, and such other notices as may be required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. 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 a corporation not for profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

E. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; 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.

F. The compensation of all officers and employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management of the Condominium.

VII. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

A. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and mailing address of the owner(s) and mortgagee(s) (if known) of each Unit, the amount of each assessment against the owner(s) of each Unit, the amount of each assessment and due date thereof, and all amounts paid, and the balance due upon each assessment.

B. The Board shall adopt, for, and in advance of, each calendar year, a budget showing the estimated costs of performing all of the functions of the Association for the year. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the Common Expenses, which shall include, without limitation, the costs of operating and maintaining the Common Elements and Limited Common Elements, wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Association and any reserve accounts and/or funds which may be established from time to time by the Board. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the owner(s) of each Unit and the due date(s) and amounts of installments thereof. Unless changed by the Board the fiscal year of the Association shall be the calendar year. If any budget is subsequently amended, a copy shall be furnished to each affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

C. A copy of the proposed annual budgets of the Association shall be mailed to the Unit owners not less than thirty (30) days prior to the meeting of the Board at which the budget will be considered, together with a notice of the time and place of that meeting. Such meeting of the Board shall be open to Unit owners. If a budget is adopted by the Board which requires assessment of the Unit owners in any budget year exceeding 115% of such assessments for the preceding budget year, upon written application of ten percent (10%) of the Unit owners, a special meeting of the Unit owners shall be held upon not less than ten (10) days written notice to each Unit owner, but within thirty (30) days of the delivery of such application of the Board or any member thereof, at which special meeting Unit owners may consider only and enact only a revision of the budget, or recall any and all members of the Board and elect their successors. Any such revision of the budget or recall of any and all members of the Board shall require a vote of not less than two-thirds (2/3) of the whole number of votes of all Unit owners. The Board may in any event first propose a budget to the Unit owners at any such meeting of members or by writing, and if such budget or proposed budget be approved by a majority of the whole number of votes of all Unit owners, either at such meeting or by writing, such budget shall not thereafter be reexamined by the Unit owners in the manner hereinabove set forth nor shall any and all members of the Board be recalled under the terms hereof.

D. In determining whether assessments exceed 115% of similar assessments in the prior budget year, there shall be excluded in the computation for reasonable reserves made by the Board in respect of repair and replacement of Condominium or Association property, or property owned or maintained by Eastwood Shores Property Owners Association, Inc. (the "Property Owners Association"), if its assessments are made directly to the condominium as a whole, or in respect of anticipated expenses by the Association or the Property Owners Association, if so assessed to the condominium as a whole, which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation, assessments for betterments to the Condominium property or property owned or maintained by the Property Owners Association, if so assessed to the condominium as a whole. Provided, however, that so long as Developer is in control of the Board of Directors the Board shall not impose an assessment for a budget year greater than 115% of the prior budget year's assessment without approval of a majority of the whole number of votes of all Unit owners.

E. Upon adoption of budgets, the Board shall cause a written copy thereof to be delivered to each Unit owner. Assessments shall be made against Unit owners pursuant to procedures established by the Board, and in accordance with terms of the Declaration and the Articles. Unit owners shall be liable to pay assessments not more often than monthly. Provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these By-Laws.

F. If the Association shall be the designated Association for more than one condominium, notwithstanding the fact that the Association shall maintain separate books of account for each of the Condominiums, all sums collected by the Association from all assessments against all Units in the condominiums may be commingled in a single fund, or divided into more than one fund, as determined from time to time by the Board of Directors.

G. The depository of the Association shall be such bank or banks as shall be designated from time to time by the board, in which all monies of the Association shall be deposited. Withdrawal of monies from such bank(s) shall be only by checks signed by such persons as are designated by the board.

H. A summary of the accounts of the Association shall be prepared annually and a copy of the report shall be furnished to each Member not later than April 1 of the year following the year for which the report is made.

I. Fidelity bonds may be required by the Board from all officers, employees and/or agents of the Association handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against Members for common expenses. The premiums on such bonds shall be paid by the Association.

#### III. PARLIAMENTARY RULES.

Roberts' Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles, these By-Laws or the laws of Florida.

IX. AMENDMENTS TO BY-LAWS.

Amendments to these By-Laws shall be proposed and adopted in the following manner:

A. Amendments to these By-Laws may be proposed by the Board, acting upon vote of a majority of the Directors, or by Members owning a majority of the Units in the Condominium, whether meeting as Members or by instrument in writing signed by them.

B. Upon any amendment or amendments to these By-Laws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth; provided, that proposed amendments to the By-Laws may be considered and voted upon at annual meetings of the Association.

C. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of the owners of Units to which not less than seventy-five percent (75%) of the Common Elements are appurtenant and a copy of such amendment or amendments to these By-Laws shall be subscribed, certified by the President and Secretary of the Association, and a copy thereof shall be incorporated into an amendment of the Declaration and recorded in the Public Records of Duval County, Florida, within thirty (30) days from the date in which any amendment or amendments have been affirmatively approved by the Members.

D. At any meeting held to consider such amendment or amendments to these By-Laws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

E. Notwithstanding the foregoing provisions of this Article IX, no amendment to these By-Laws which shall abridge, amend or alter the right of Developer to designate members of such Board of Directors of the Association, as provided in Article IV hereof, may be adopted or become effective without the prior written consent of Developer.

The foregoing were adopted as the By-Laws of SEASIDE SHORES TOWNHOMES ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 20<sup>th</sup> day of JULY, 1979.

Dated: JULY 24, 1979

Victor L. Stosik  
Victor L. Stosik, Secretary

APPROVED:  
Robert C. Biggam  
Robert C. Biggam, President

Corp. Seal

EASTWOOD SHORES TOWNHOMES

PROSPECTUS

NAME AND LOCATION

Eastwood Shores Townhomes is the first phase of a two-phase condominium being developed by F & R Builders, Inc., as part of the multi-phased condominium project known as Eastwood Shores Condominiums. Eastwood Shores Townhomes is located between Lichen Lane and Haines-Bayshore Road (County Road No. 118) and Bough Avenue and Wolford Road (County Road No. 256), in the City of Clearwater, Pinellas County, Fla. Eastwood Shores Townhomes Association, Inc., is the condominium association which will serve phase 1 of Eastwood Shores Townhomes, comprising of 19 units, and phase 2 of Eastwood Shores Townhomes comprising of 33 units as well. The owners of units in each of these two phases of the condominium will be entitled to use the common areas in the other phase of Eastwood Shores Townhomes due to the fact that the common areas and common elements in phase 1 of Eastwood Shores Townhomes will be merged with the common areas and common elements of Eastwood Shores Townhomes when phase 2 is submitted, annexed, entered and created.

DESCRIPTION OF CONDOMINIUM

This condominium consists of 19 units in three two-story buildings with four units in two of the buildings and seven units in one of the buildings, and the six-unit buildings are designated 1821, 1823, 1825, 1827, 1829 and 1831 and 2901, 2903, 2905, 2907, 2909, 2911, and the seven unit building is designated 1816, 1818, 1820, 1822, 1824, 1826 and 1828. Annexed hereto as Exhibit A and made a part hereof by this reference, is a schedule setting forth the number of buildings, the number of units in each building, and the number of bedrooms and bathrooms in each unit.

The floor plans of units may be found in the sales brochure for Eastwood Shores Condominiums.

The site plan and survey of the condominium showing the location of all residential buildings and common areas used by the unit owners in this condominium is set forth as Exhibit 2 to the Declaration of Condominium for Eastwood Shores Townhomes, which is attached to this Prospectus and is also shown on Exhibit 7 attached to this prospectus.

The estimated latest date for completion of this condominium is November, 1979.

THIS CONDOMINIUM IS BEING CREATED AND SOLD AS FEE SIMPLE INTEREST.

#### DESCRIPTION OF EASTWOOD SHORES - PHASED DEVELOPMENT

The multi-phased project known as Eastwood Shores is approximately located South of Haines-Bayshore Rd, East of Wolford Drive and Rainbow Blvd., adjacent to and West of Tampa Bay, and 1 1/2 miles North of East Bay Drive, in the city of Clearwater, Pinellas County, Florida, on the property legally described on Exhibit B, attached hereto and by this reference made a part hereof. Eastwood Shores Townhomes - Phase 1 and Eastwood Shores Townhomes - Phase 2 are located on the property legally described on Exhibits C1, C2 and C3, attached hereto. The developer is the owner of property which lies North, Northeast and West, adjacent and contiguous to Eastwood Shores Townhomes which said lands are described on Exhibit D, attached hereto, which property developer may develop into other condominiums with a maximum of 52 residential units; said property is hereinafter referred to as the "Stage Three Development" area.

The recreational facilities to be used by all residents in Eastwood Shores Townhomes - phases 1 and 2 and all residents in the "Stage Three Development" Area, have been completed on approximately 0.30 acres of land described in Exhibit E, attached hereto, and will be jointly owned, operated and maintained by Eastwood Shores

Townhomes Association, Inc. and the other condominium associations created by developer to operate, maintain and manage the future condominiums created in the "Stage Three Development" area. The Developer plans to construct a total of 104 units in the "Stage Three Development" area including 52 units comprising phase 1 and phase 2 of Eastwood Shores Townhomes.

The unit owners in Eastwood Shores Townhomes Association, Inc. share the use of tennis courts, open areas, common driveways and a master T.V. antenna system with all unit owners in the Eastwood Shores Condominium Project. The developer plans to construct a total of 600 units in the Eastwood Shores Condominium Project including the 124 existing condominium and townhouse units which were constructed by the prior developer of the Eastwood Shores Condominium Project. Consequently, a maximum of 600 units will use these facilities in common with this condominium. This recreational facility will be owned, operated and maintained by the Eastwood Shores Property Owners Association, Inc.

#### DESCRIPTION OF RECREATIONAL AND OTHER COMMONLY USED FACILITIES

The recreational and other commonly used facilities to be used by the residents of this and other "Stage Three Development" Area condominiums is owned and operated by Eastwood Shores Townhomes Association, Inc. in common with the other condominium associations created by developer in the "Stage Three Development" area and these associations will have a specific undivided interest in the facility, and the interest owned by each association will be arrived at by using the total number of units in that association as the numerator and using the figure of 104 as the denominator. When the developer submits, annexes, adds and creates phase 2 of Eastwood Shores Townhomes, the common areas and common elements of phase 2 of Eastwood Shores Townhomes will merge into one condominium so that the unit owners in phase 1 and phase 2 will own a proportionate share of all of the common elements

of Eastwood Shores Townhomes and said common elements will be operated by Eastwood Shores Townhomes Association, Inc. The use and payment of assessments for the maintenance of the common elements of Eastwood Shores Townhomes and the recreational facilities for the "Stage Three Development" area is a mandatory condition of unit ownership in the condominium.

The recreational and other commonly used facilities to be used by all 600 residents of the Eastwood Shores Condominium Project are owned and operated by the Eastwood Shores Property Owners Association, Inc., of which the condominium association for this condominium is a member. The use and payment of assessments for the maintenance of the recreational facilities maintained by the Property Association and the operation of the Property Association is also a mandatory condition of unit ownership in the condominium.

GENERAL DESCRIPTION OF "STAGE ONE DEVELOPMENT" AREA FACILITIES

The recreational facilities which will serve the 104 units to be built in the "Stage Three Development" area (including phases 1 and 2 of Eastwood Shores Townhomes) consists of a 186 square foot "recreation building" with an adjoining "kidney shaped" swimming pool, pool deck, walks, area lighting and land scaping located at Bough Avenue, Clearwater, Florida. All facilities are complete and are ready for use by unit owners in Eastwood Shores Townhomes and the "Stage Three Development" area.

DESCRIPTION OF RECREATION BUILDING:

<u>Area</u>	<u>Purpose</u>	<u>Floor Area In Square Feet</u>	<u>Maximum Capacity In Persons</u>
Men's Bath	N/A	36 sq. ft.	N/A
Women's Bath	N/A	36 sq. ft.	N/A



<u>Area</u>	<u>Purpose</u>	<u>Floor Area In Square Feet</u>	<u>Maximum Capacity In Persons</u>
Storage Area	Maintenance equipment and Supplies	114 sq. ft.	N/A

THE RECREATIONAL FACILITIES:

Adjoining the recreation building is a non-heated 20 ft. by 40 ft. kidney shaped swimming pool with an approximate depth of 6 ft. and a capacity of 32 persons. The pool deck surrounding the swimming pool is circular in shape and encompasses approximately 3,500 sq. ft. As part of the recreation building, there will be a pool equipment storage area for storage of pool maintenance materials and supplies. Also located in the recreation building is the pump which will be used for the sprinkler system which will serve all of Eastwood Shores Townhomes and the "Stage Three Development" area.

The developer has no plans at the present time to provide additional facilities as part of the "Stage Three Development" area recreational facilities, based upon the fact that the existing "Stage Three Development" recreation area will adequately serve up to 104 units.

PERSONAL PROPERTY IN THE RECREATION BUILDING:

The recreation building and pool area will be furnished and supplied with the items of personal property shown on the following schedule:

<u>Area</u>	<u>Items of Personal Property</u>
Swimming Pool	Maintenance tools, equipment and supplies.
Swimming Pool Deck	Three (3) pool deck chaise lounges and four (4) round umbrella tables with umbrellas and sixteen (16) pool chairs.

Developer has either spent, or will spend, at least \$1,250.00 to equip and furnish the recreational facilities.

#### GENERAL DESCRIPTION OF PROPERTY ASSOCIATION FACILITIES

The recreational facilities which will be used by all 600 unit owners at the Eastwood Shores Condominium Project consists of two unlighted tennis courts and a 1.13 acre common area located and overlooking Tampa Bay. Other facilities which will be commonly used by all 600 residents of Eastwood Shores Condominium Project include Bow Avenue, Lichen Lane, main water and sewer lines which service the entire project, the sewage lift station which also serves the entire project, the retention pond and any common parking spaces and a 14.20 acre tract located in Tampa Bay. The recreational facilities described above for use by the unit owners in this and other condominiums and all residents of Eastwood Shores Condominiums are owned and operated by the Eastwood Shores Property Owners Association, Inc. Membership in the Property Association consists of the condominium associations for all condominiums (including Eastwood Shores Townhomes Association, Inc.) and other residents in Eastwood Shores Condominiums (including the townhouses and quadplex condominiums previously constructed by the prior developer of the Eastwood Shores Condominium Project) and the developer, so long as it owns any property in the Eastwood Shores Condominium Project or has the right to elect a Director for the Property Association, will initially control the Property Association and may maintain control until the later of the date it ceases to own any existing or permissible dwelling units in all of Eastwood Shores Condominiums or the date it elects to withdraw the undeveloped parcel, as defined in the Declaration of Covenants and Restrictions for Eastwood Shores (which is Exhibit 9 to this Prospectus),

from the effect thereof without having completed construction of any units thereon even though prior to such election it does not own any units in Eastwood Shores. See Exhibit F for the location of the recreation facilities owned by the Property Association.

#### UNIT LEASE PROGRAM

The Developer does not presently plan any program which includes the leasing of condominium units rather than the building thereof; however, no assurance can be given that this policy will continue in the future.

#### CONTROL OF THE CONDOMINIUM ASSOCIATION AND PROPERTY ASSOCIATION

Each purchaser of a residential unit in Eastwood Shores Townhomes by taking title to the unit, becomes a member of two (2) maintenance related associations. The first is Eastwood Shores Townhomes Association, Inc., which administers those fares related to the condominium itself including a joint participation in the administration of Recreation Area No. 3 and which will levy maintenance assessments to be paid by its members. The second is the Eastwood Shores Property Owners Association, Inc., which will manage and maintain the tennis courts, Recreation Area A, Recreation Area B and other common open areas and driveways to be used in common by all property owners in the Eastwood Shores Condominium Project including all property owners in Eastwood Shores Townhomes.

The Developer will control Eastwood Shores Townhomes Association, Inc., until three (3) months after the closing of 90% of the units which will be operated by the condominium association (which is 52 units); or until the Developer voluntarily elects to terminate its control of the Association, whichever shall first occur. Control of the Association, upon transfer from the Developer, will be in the unit owners of this condominium (Phase 1 of Eastwood Shores Townhomes and of Eastwood Shores Townhomes - Phase 2). For further information reference is made to Pages 3 - 5 of the Articles of Incorporation of Eastwood Shores Townhomes attached to this Prospectus as Exhibit 3.

Purchasers are cautioned that the nature of condominium ownership is highly restrictive to certain rights not normally incident to the ownership of other property. The use restrictions hereinbefore mentioned may be enforced by either Eastwood Shores Townhomes Association, Inc., or Eastwood Shores Property Owners Association, Inc.

#### UTILITY SERVICES

The City of Largo provides sewage and waste disposal based upon City rates and pursuant to rules and regulations and ordinances of the City. Pinellas County provides water supply based upon County rates pursuant to the rules and regulations and ordinances of the County. There is a "separate" water and sewer meter for the three buildings, containing 19 units, which is Phase 1 of Eastwood Shores Townhomes and there is a separate water and sewer meter for the six buildings containing 33 units, which is Phase 2 of Eastwood Shores Townhomes and consequently the condominium association will be billed by the City of Largo and Pinellas County for these services. Wells Brothers, a private company, provides garbage and trash disposal at a rate of \$4.50 per unit per month; Wells Brothers will bill the Association for this service and the Association in turn will collect it from each unit owner as part of the unit owners monthly maintenance expense.

Electric service is provided by Florida Power Corporation to each unit pursuant to rates and in accordance with its rules and regulations. Telephone service is provided by General Telephone to each unit pursuant to its rates and in accordance with its rules and regulations. Consequently, each owner will receive billing by the utility company on his own unit for electric and telephone service.

Storm drainage facilities have been constructed by Developer in the condominium property for the removal of surface water brought by normal storm and rainfall. This is a positive gravity storm drainage system utilizing underground piping which diverts water runoff into the retention pond which is to be maintained by the Eastwood Shores Property Association, Inc. Water for landscaping purposes is supplied by a well, pump and sprinkler system which will service all condominiums created within the "Stage Three Development" area including Eastwood Shores Townhomes, the expenses of which are allocated among the condominiums using the same in accordance with Article XIII(D) of the Declaration.

The Developer will initially control and may retain control of Eastwood Shores Property Owners Association, Inc., until the later of the date it ceases to own any existing or permissible dwelling units in all of Eastwood Shores Condominiums or the date it elects to withdraw the undeveloped parcel, as defined in the Declaration of Covenants and Restrictions for Eastwood Shores (which is Exhibit 9 to this Prospectus), from the effect thereof without having completed construction of any units thereon even though prior to such election it does not own any units in Eastwood Shores. For further information reference is made to Page 3 of the Articles of Incorporation of Eastwood Shores Property Owners Association, Inc., which is Exhibit 10 to this Prospectus and to Page 2 of the By-Laws for Eastwood Shores Property Owners Association, Inc., which is attached to this Prospectus as Exhibit 11.

#### CONDOMINIUM RESTRICTIONS

Certain rules, regulations and restrictions necessary to maintain the high standards of appearance and welfare in Eastwood Shores Townhomes have been imposed upon unit owners by Article XVI of the Declaration of Condominium attached to this Prospectus as Exhibit 2, and the "House Rules and Regulations" both of which are attached to this Prospectus as Exhibits 2 and 12 respectively. Rules regarding the use of condominium units, condominium property and the conduct of all residents thereof, including but not limited to children, pets, T.V. antennas, improvements to the exterior of the condominium unit, vehicles, and trash removal are found in the House Rules and Regulations. However, there are no restrictions concerning the use of the condominium by children. There are certain restrictions which require Association approval in order for a unit owner to lease, convey or mortgage his unit and these restrictions are found in Article XVII of the Declaration of Condominium. Dogs and cats 20 pounds and under and other domestic pets are allowed in the condominium property or the unit in accordance with the House Rules and Regulations provided that said animal shall not disturb or annoy other occupants of the building.

## MANAGEMENT AND OPERATION

There is presently no management agreement in existence for the operation of Eastwood Shores Townhomes or the operation of the Eastwood Shores Property Owners Association, Inc. However, Developer reserves the right, while in control of each such association, to cause either or both of them to enter into such contracts. If so, the manager selected will not be affiliated with Developer and its agreement will be negotiated at arms length. The operating budgets appearing as Exhibits hereto take the possibility of such management arrangements and the fee therefore into account. Furthermore, any such management agreement will in no way relieve members of the Board of Directors of either the condominium association or the property association of their fiduciary responsibilities to their respective associations in the event of improper action on the part of the management company.

Initially, the Developer will control the Eastwood Shores Townhomes Association, Inc., until control is turned over to the unit owners and will also control the Eastwood Shores Property Owners Association, Inc., until control is turned over to all condominiums and all other residents in the Eastwood Shores Condominium Project.

The Eastwood Shores Property Owners Association, Inc., intends to contract with Community Electronics Systems to provide community television antenna service to all owners in the Eastwood Shores Condominium Project which will purchase units from builder (476 units) through a master T.V. antenna system. A master T.V. tower located near the Recreation Area No. 1 recreation building provides T.V. signals to each dwelling unit through a system of amplifiers, underground wiring and signal decoders. The Property Association will be charged for such service and will collect the subscription fee monthly from each condominium association including Eastwood Shores Townhomes Association, Inc., which in turn will collect it from each owner within that condominium.

## COMMON OWNERSHIP PERCENTAGE AND APPORTIONMENT OF COMMON EXPENSES

The basis for computing common ownership percentage and apportionment of common expenses and surplus in Eastwood Shores Townhomes - Phase 1 (19 units) has been determined from the ratio of the gross floor area of each unit to the total floor area of all units. At the time that the Developer submits, annexes, adds and creates Phase 2 of Eastwood Shores Townhomes, containing 33 units, to Phase 1 of Eastwood Shores Townhomes, the basis for computing common ownership percentage and apportionment of common expenses and surplus in Eastwood Shores Townhomes will be determined from the ratio of the gross floor area of each unit to the total floor area of all 52 units comprising Eastwood Shores Townhomes.

The basis for computing the apportionment of common expenses assessed by the Eastwood Shores Property Owners Association, Inc., separately and apart from the Eastwood Shores Townhomes Association, Inc., has been determined by attributing to each condominium association created a share equal to the ratio of the total number of units managed by the said Association to the 600 total units to be built in the Eastwood Shores Condominium Project.

In other words, when both phases of Eastwood Shores Townhomes have been created, then the Eastwood Shores Townhomes Association, Inc., will be responsible for 52/600 of the common expenses assessed by the Property Association. The Townhomes Association in turn will assess each unit owner's share of this Property Association expense as if it was an Association common expense.

## CLOSING EXPENSES

There are no closing expenses charged by the Seller in the sale of units in this Condominium. The Seller will pay the cost of Documentary Stamps, Surtax, and the cost of recording the Warranty Deed. The Seller will not arrange financing or other extensions of credit for the Buyer. The Seller will supply a Purchaser who pays cash for his Unit with an owner's

title insurance policy; otherwise, Seller will only furnish Purchaser with a mortgagee's title insurance policy. The Buyer may obtain his own loan to finance the purchase of his unit and will be responsible for all closing costs charged by the lender. Typical closing costs charged by local lenders in the area are two percent (2%) to four percent (4%) of the mortgage loan amount; however, no assurance is given as to the accuracy of this estimate. Information regarding pre-payments, monthly payments and other matters related to a mortgage which may appear on the Sales Brochure and price sheets are estimates for information only and are based on the best data presently available.

At closing the Purchaser will be required to pay to Eastwood Shores Townhomes Association, Inc., 1 month's prepaid maintenance assessment and a contribution to initial working capital equal to two month's maintenance assessments. Similarly, a purchaser will also be required to pay at closing to the Eastwood Shores Property Owners Association, Inc., 1 month's prepaid maintenance assessment and a contribution to initial working capital equal to two month's maintenance assessment.

#### BUDGET

An estimated annual and monthly operating budget for Eastwood Shores Townhomes Association, Inc., together with a schedule of unit owner's expenses, is included in the Prospectus as Exhibit 5. An estimated operating budget for Eastwood Shores Property Owners Association, Inc., is included in this Prospectus as Exhibit 5.

a. The amounts showing on Exhibit 5 reflect estimated monthly and annual expenses of Eastwood Shores Townhomes Association, Inc.

b. The amounts shown on Exhibit 5 reflect estimated monthly and annual expenses of Eastwood Shores Property Association, Inc.

c. The amounts shown on Exhibit 5 reflect the Developer's estimate of items of expense which might reasonably be anticipated as of January 1, 1979. Any items not reflected on Exhibit 5 are not reasonably



anticipated. The Developer has acted in good faith in estimating what expenses and the amount thereof that might reasonably be anticipated; however, the Developer cautions prospective purchasers that the items of expense and amount are merely reasonable estimates and not guarantees.

d. The Budgets reflected in Exhibit 5 are for the twelve (12) month period commencing with the first closing of a Condominium unit in Eastwood Shores Townhomes or for such greater or lesser period as determined by the Board of Directors of Eastwood Shores Townhomes Association, Inc. It cannot reasonably be ascertained at the time of this publication when the Board of Directors of Eastwood Shores Townhomes will be composed of members of which a majority was elected by unit owners other than the Developer.

#### ASSESSMENTS

The Developer does, however, guaranty to initial purchasers that the monthly assessments due from owners other than the Developer for (i) common expenses of the condominium association and (ii) expenses of the property owners association will not exceed the amounts shown on Exhibit 5 during the first year the budgets are in force and thereafter will not exceed 115% of the amounts assessed for the prior year, each calendar year from and after the date of the first closing of a unit sale in the Eastwood Shores Townhomes until the earlier of the date the Developer ceases to have voting control of the Board of Directors of the Townhomes and Property Owner's Associations respectively, or until such earlier date as Developer may elect to terminate its guaranty of such budget. During the period of time such guaranty is in force, the Developer, as owner of unsold units in the Condominium, shall be relieved from paying its stated prorata share of common expenses or property owner association assessment as owner of such units, but, instead, shall be obligated to pay to the Townhomes and Property Owners Associations respectively all sums in excess of sums due to each of the Associations from unit owners other than the Developer which are necessary to pay the actual expenses of each of the Associations.

### IDENTITY OF DEVELOPER

F & R Builders, Inc., a subsidiary of Lennar Corporation, the present Developer of the Eastwood Shores Condominium Project has been a major residential home builder since 1954 with its principal offices in Miami, Dade County, Florida. The chief operating officer is Irving Bolotin, Senior Vice President. F & R Builders, Inc., has completed similar condominium developments in Dade County, Palm Beach County, Manatee County, Pinellas County and Hillsborough County, Florida.

Lennar Corporation, and its subsidiaries, have developed condominium projects in Florida, Michigan, Minnesota, Kentucky and Ohio.