

Prepared by and Return to:  
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**CERTIFICATE OF AMENDMENT**  
**DECLARATION OF CONDOMINIUM**  
**OF**  
**BRIDGEPORT, A CONDOMINIUM**  
  
**AND THE BYLAWS**  
**OF**  
**BRIDGEPORT CONDOMINIUM ASSOCIATION, INC.**

We hereby certify that the attached amendments to the Declaration of Condominium of Bridgeport, A Condominium, and the Bylaws of Bridgeport Condominium Association, Inc. ("the Association"), (which Declaration was originally recorded at Official Records Book 1024 at Page 0637 et seq. of the Public Records of Manatee County, Florida) were approved at a meeting of the membership held on June 18, 2013 by the affirmative vote of not less than seventy percent (70%) of the voting interests of the Association present (in person and by proxy) and voting at the meeting, as required by Article 22 of the Declaration of Condominium and Article 8 of the Bylaws.

DATED this 10<sup>th</sup> day of AUGUST, 2013.

Witnesses:

sign Michele Roy Lizee

print Michele Roy Lizee

sign Rita M. Klaje

print Rita M. Klaje

Witnesses:

sign Wayne W. Wilson

print Wayne W. Wilson

sign Maria Bratsakis

print Maria Bratsakis

BRIDGEPORT CONDOMINIUM  
ASSOCIATION, INC.

By: Richard Ouellette  
Richard Ouellette, President

Attest: Jane Wilson  
Jane Wilson, Secretary

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of August, 2013, by Richard Ouellette as President of Bridgeport Condominium Association, Inc. on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC

sign Ellen Brown

print Ellen Brown  
State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of August, 2013, by June Wilson as Secretary of Bridgeport Condominium Association, Inc., on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC

sign Ellen Brown

print Ellen Brown  
State of Florida at Large (Seal)

My Commission expires:

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**AMENDMENTS**

**DECLARATION OF CONDOMINIUM  
BRIDGEPORT, A CONDOMINIUM**

*[Additions are indicated by underline; deletions by strike through]*

12. COMMON EXPENSES. The common expenses shall include:

(j) All other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, protecting, managing and conserving the Condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles of Incorporation or the Bylaws; provided however, that unbudgeted expenditures in excess of Twenty Five Thousand Dollars (~~\$20,000 5,000~~) shall be approved by a majority of the unit owners prior to incurring the obligation, except for emergency situations endangering the property.

15. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

(f) Construction Funds. The funds for the payment of cost of reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessment against such unit owners, shall be disbursed in payment of such costs in the following manner:

(1) Association. If the total assessments made by the Association in order to provide fund for the payment of reconstruction and repair which is the responsibility of the Association is more than Twenty Five Thousand Dollars (~~\$20,000 5,000~~) then the sums paid upon such assessments shall be deposited with the Association or with the Insurance Trustee as controlled by Paragraph 14(g). In all other cases the Association shall hold the sums paid upon such assessments and shall disburse.

(2) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collection of assessments against unit owners on account of such casualty shall (after adequate provision is made for payment of Trustee's fees) constitute a construction fund which shall be disbursed in payment of the cost of the construction and repair in the following manner:

(ii) Association Lesser Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than Twenty Five Thousand Dollars (~~\$20,000 5,000~~) then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(iii) Association Major Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is more than ~~Twenty Five~~ Twenty Thousand Dollars (~~\$20,000~~ \$20,000) then the construction fund shall be disbursed in payment of such cost in the manner required by the Board of Administration of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

16. RESTRICTIONS UPON USE. No owner, tenant or other occupant of a condominium unit shall:

(q) Lease or rent less than an entire unit; or lease or rent a unit for less than thirty (30) consecutive days; or lease or rent a unit more than six (6) ~~four (4)~~ times per year;

(n) Allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, and each unit and the common elements shall at all times be kept in a clean and sanitary condition. Garbage shall be disposed of through the kitchen garbage disposal so far as possible and the remainder, along with bottles, cans and other trash shall be placed in waterproof bags or ~~similar~~ containers. Cans, bottles, paper, cardboard and any other recyclable trash may be placed in designated recycling containers.

(ii) Barbecue or cook in any other manner food on any balcony, except by the use of an electric grill that adjoining ~~the~~ s unit, or elsewhere on ~~about~~ the Condominium property except in those areas specifically provided for such purpose.

17. ~~SALE, OR TRANSFER LEASE OR OCCUPATION OF UNIT.~~ In recognition of the close proximity of the units and the compact living conditions which will exist in this Condominium, the mutual utilization and sharing of the common elements and common recreational facilities, and the compatibility and congeniality which must exist between the unit owners and occupants in order to make an undertaking of this nature satisfactory and enjoyable for all parties in interest, it shall be necessary for the Board of Directors of the Association, or its duly authorized officers, agent or committee, to approve in writing all sales or transfers, ~~leases or occupation~~ of a unit before such sale, ~~or transfer, lease, or occupation~~ shall be valid and effective. Written application for such approval shall contain such information as may be required by application forms promulgated by the Board and shall be accompanied by a transfer fee as required by regulation of the Board. When considering such application, consideration shall be given to good moral character, social compatibility, personal habits, and financial responsibility of the proposed purchaser, ~~or transferee, lessee or occupant.~~ A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver or estop the Association from enforcing this provision in any other instance. ~~A lessee shall not assign his lease or sublet his condominium unit without the prior written approval of the Board of Directors or its duly authorized officers or committee.~~

~~In the event a lease, sublease, or occupation of a unit is disapproved, the unit shall not be leased, subleased or so occupied. In the event a sale or transfer is disapproved or no action is taken~~

by the Board or its duly authorized officers, agent or committee within fifteen (15) days after receipt of said application, and the unit owner intends to close in spite of such disapproval or inaction, the unit owner shall give the Board an additional thirty (30) days notice of such intent prior to closing. In such event, the Association or any other unit owner shall have a right of first refusal to purchase said unit for the identical price, terms, and conditions, which right shall be exercised in writing delivered to the proposed seller or mailed to his address as shown on the Association records. In the event the Association is of the opinion that the price is not a bona fide sales price, then the sales price for purposes of the right of first refusal shall be the fair market value of the unit determined by the average of the values assigned by the written appraisals of three recognized real estate appraisers, one of whom shall be selected by the Association, one by the proposed seller and the third by the first two appraisers; however, if said average price exceeds the contract price, then the Association shall not be penalized and may purchase at the contract price. The cost of such appraisals shall be divided between the Association and the proposed seller. If the Association already owns one or more Condominium units, the Board of Administration must obtain approval to purchase the unit from at least seventy-five percent (75%) of the membership before consummating the purchase. If such right of first refusal is exercised by more than one, priority shall be given to the one who delivers in person or has his acceptance postmarked first. If no one exercises his right of first refusal by delivering or mailing his acceptance prior to three (3) days before the proposed closing date or within ten (10) days after the sales price is determined by appraisal, whichever is later, the transfer may be closed pursuant to the price and terms stated in the notice. Failure of a transferor to comply with these provisions for sale or transfer shall give the Association or any other unit owner a right to redeem the unit involved from the transferee at any time before the closing of such transfer and for a period of six (6) months after the recording of such conveyance in the public Records of said County, or sixty (60) days after the Board of Directors is given formal written notice of such transfer, whichever period is shorter. The only condition to the exercise of such right of redemption shall be that the transferee be reimbursed for that portion of the purchase price he has paid to that date. Immediately upon the tender of such sums the transferee shall convey all his right, title and interest to the one making the redemption. In addition to all other available remedies, the right of redemption may be enforced by suit for specific performance. In the event legal proceedings are commenced by the Association or any unit owner to enforce the provisions of this Paragraph against a unit owner or transferee who fails to comply therewith, the prevailing party in such proceeding shall be entitled to his costs and reasonable attorneys' fees as determined by the Court, including appellate proceedings.

The foregoing provisions shall not be applicable to purchasers at foreclosure sales of mortgages held by savings and loan associations, banks and insurance companies, or their subsidiaries or affiliates, or to conveyances ~~or leases~~ to or from such Institutional First Mortgagees ~~or the Developer~~.

No unit owner ~~other than the developer~~ may mortgage his unit or any interest therein without the approval of the Association, except to ~~Developer~~, a bank, insurance company, real estate investment trust, Massachusetts business trust, savings and loan association, mortgage banker, mortgage broker, agency of the U.S. Government, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association, or may be arbitrarily withheld.

**AMENDMENTS**  
**BYLAWS**  
**BRIDGEPORT CONDOMINIUM ASSOCIATION, INC.**

*[Additions are indicated by underline; deletions by ~~strike through~~]*

3.2 Membership. The Board of Administrators shall consist of five ~~not less than three nor more than seven~~ administrators, ~~the exact number to be determined at the time of each election.~~

3.4 Election of Administrators shall be conducted in the following manner.

b. Subsequent to the organizational meeting prescribed in Article 5.5 of the Articles of Incorporation, the administrators shall be chosen at the annual meeting of members by a plurality of the votes cast at the election and shall hold office until the ~~next annual meeting of members or the~~ election and qualification of their successors or until the administrator's earlier resignation, removal or death. At the next annual meeting of the membership after the amendment of this section in 2013, the three (3) administrators receiving the highest number of votes shall be elected to serve a two-year term and the remaining two (2) administrators shall be elected to serve a one-year term, with any tie as to the length of terms broken by the newly elected Board of Administrators. At every election thereafter, all administrators whose terms then expire shall be elected for a two-year term. Administrators may be removed with or without cause by the vote or agreement in writing of a majority of all Unit Owners.

6. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following Provisions:

6.6 Assessments for Betterments and ~~Reserves~~. The Board of Administrators of the Association may impose assessments for betterments to the Condominium on the members ~~and may also establish reserves~~. In determining whether assessments exceed 115% of similar assessments in prior years for the purpose of section 6.8.c hereof, any authorized provisions for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium property shall be excluded from the computation. Notwithstanding any other provision hereof, ~~Special~~ assessments made for the purpose of raising funds for capital improvements and for any other Association purpose for which annual assessment may not or have not been made may be made and determined by the Board of Administration; provided, however, that the Board shall not approve any capital expenditure in excess of \$20,000 ~~8,000~~ other than for rebuilding, repairing or replacing damaged property, ~~nor create any reserve or sinking fund in excess of such amount~~, unless approved by the members entitled to vote representing a majority of all Owners at any regularly scheduled meeting of the members of the Association or special meeting thereof called for the purpose of considering such

special assessment excess. Any such assessment so approved shall be separately designated for such purpose and shall not be comingled with any of the Association's other funds.