

DECLARATION OF CONDOMINIUM

841988

OF

BRIDGEPORT, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, that BRIDGEPORT PARTNERSHIP, a Florida General Partnership, hereinafter called the "Developer," does hereby submit to condominium ownership, pursuant to Chapter 718, Florida Statutes, the lands described as "Phase I" on Exhibit "A", attached hereto and made a part hereof, lying and being in Manatee County, Florida.

Said property shall hereafter be subject to the following terms, restrictions, reservations, covenants, conditions and easements:

1. THE CONDOMINIUM ACT. Chapter 718, Florida Statutes, is incorporated herein by reference, and all provisions thereof shall apply to this Condominium to the extent necessary. However, where the Statute is permissive or quiet or, where this Declaration is not in conflict with the provisions thereof, this Declaration shall prevail.

2. NAME. The name by which this Condominium shall be known and identified is BRIDGEPORT, A CONDOMINIUM.

3. THE LANDS. The lands, owned by Developer, which are hereby submitted to the condominium form of ownership are the lands described in the attached Exhibit "A" and denoted "Phase I", which for the purpose of this Declaration are herein called "the lands". The lands denoted on Exhibit "A" as "Phase II" shall be dealt with under the Development Plan, being Paragraph 5 herein. However, any references to Phase II are for reference only and shall not be construed or interpreted as a submission of Phase II lands to condominium ownership until such submission is accomplished by Amendment to this Declaration of Condominium.

4. SURVEY AND PLOT PLAN. A survey of the lands described in Exhibit "A", and a Plot Plan locating the improvements thereon and identifying each condominium unit, a graphic description of the improvements in which units are located, and the common

PLAT RECORDED IN CONDOMINIUM BOOK 13, PAGES 8 THROUGH 14, INCLUSIVE, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

elements in both Phase I and Phase II if developed and submitted to this Condominium, and their relative locations and approximate dimensions are attached hereto as Exhibit "A" and are recorded in Condominium Book 13 at Pages 8-14, of the Public Records of Manatee County, Florida. The locations, dimensions, descriptions, identification and numbering or lettering of the respective condominium units shall be as described in Exhibit "A" and any subsequent amendments thereto as hereinafter provided. A unit shall consist of the space defined in Exhibit "A". In the event that the actual physical location of any unit at any time does not precisely coincide with Exhibit "A" and subsequent amendments, the actual physical locations shall control over the locations, dimensions, and descriptions contained in Exhibit "A" and subsequent amendments. In the event of a total or substantial destruction of a building, the locations, dimensions, and descriptions of the respective units as contained in Exhibit "A" and subsequent amendments will control.

5. DEVELOPMENT PLAN. The Development Plan is to establish the Condominium in two (2) phases. However, Developer retains the option to complete only one (1) or both of the two (2) phases as market or other relevant factors dictate. The general size of units in the second phase may be similar to the units in the initial Condominium. However, floor plans and the number of rooms within a unit may be modified, if market conditions require, as determined by the Developer; in particular, Developer presently contemplates offering only B, C, and D Units in the second Phase.

(a) Phase I. Phase I shall consist of thirty (30) units constructed upon the lands described in and located as graphically depicted upon Exhibit "A."

(b) Phase II. Phase II is planned to contain ten (10) units. Phase II shall be located upon lands specifically described in and located graphically on Exhibit "A".

(c) When submitted to condominium ownership, all of the lands described in Exhibit "A" attached hereto, except that occupied by condominium units and by limited common elements, are common elements.

(d) Recreational facilities as depicted in Exhibit "A" shall be provided by Developer, and said facilities shall become part of the common elements and Developer reserves the right to add additional common elements at its expense, but such amenities shall not be considered as materially increasing the cost to unit owners.

(e) The initial Phase of this Condominium shall be completed within Twelve (12) months from June 1, 1981, and the second Phase shall be completed within an additional Twelve (12) months from the completion of the initial Phase, except as market conditions otherwise dictate.

(f) The additional completed Phase will have no impact of any substance on the already completed portion, and in all probability will be a benefit, because of the increased development and livability of the neighborhood. However, in case any lands or improvements, as anticipated in the phase development, are not completed, and are not included in the Condominium by the recording of an Amendment as hereinafter set forth, said lands shall not have the benefit of any of the easements referred to herein except for the potential joint use of water, sewer, and access roads, and shall not have the benefit of the use of any recreational facilities or of the other benefits of the common ownership, but likewise shall not be subject to charges for common expense, and of course, may be used for other residential use by Developer.

(g) Each completed unit in the development shall be entitled to one vote in the Association.

(h) Each unit percentage of ownership, as the second Phase is added, shall be as set forth in Paragraph 6 herein. If the second Phase is not completed, the total ownership of the Association shall be divided equally among the units in the completed phase, and the units which are completed shall be entitled to one hundred percent (100%) ownership of all the common elements within the Phase actually developed as part of the Condominium.

(i) No time-share estates will be created with respect to any units in any Phase.

6. OWNERSHIP OF COMMON ELEMENTS AND SHARING COMMON EXPENSES. The owner of each unit shall own an undivided one thirtieth (1/30th) fractional share in and to the common elements, which share shall be appurtenant to the unit. However, when and if Phase II is constructed, then by Amendment to this Declaration submitting Phase II to condominium ownership, each unit owner's share in the common elements, including those added by the addition of Phase II, shall be an undivided one fortieth (1/40th) fractional share in and to the common elements. In the event that the Developer shall elect to terminate the development with fewer than forty (40) units, then each share shall be increased and shall be equal to a fraction, the numerator of which shall be one (1), and the denominator of which shall be the total number of units developed in BRIDGEPORT, A CONDOMINIUM. Common expenses shall be shared on the same basis as common elements ownership, whether one thirtieth (1/30th), one fortieth (1/40th), or as otherwise provided herein.

7. THE UNIT. Each unit shall consist of that part of the improvements that lie within the boundaries of the unit, more specifically described as follows:

(a) Boundaries. Each unit consists of the volume or cubicles of space enclosed by the unfinished inner surfaces of perimeter walls and the unfinished surfaces of the interior load bearing walls, ceilings and floors thereof including vents, doors, windows and such other structural elements as are ordinarily considered to be enclosures of space, and including the volume or cubicle of space enclosed by any screened balcony, (see typical wall section, Sheet 1 of Exhibit "A").

(b) Improvements and Fixtures Included Within Unit. All interior dividing walls and partitions including the space occupied by such interior walls or partitions and balconies, excepting load bearing interior walls and partitions. The decorated inner surfaces of the perimeter and interior walls including decorated inner surfaces of all interior load bearing

walls, floors and ceilings, consisting of wallpaper, paint, plaster, carpeting, tiles and all other finishing materials affixed or installed as part of the physical structure of the unit.

8. COMMON ELEMENTS. Any right, title or interest in a condominium unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto, its respective undivided share of the common elements and a right to use the common elements in conjunction with the owners of other condominium units. The common elements shall include but not be limited to the following:

(a) All of the real property heretofore described;

(b) All improvements and parts thereof which are not included within the boundaries of the respective condominium units;

(c) Any utility areas and installations and all utility services which are available to more than one (1) unit or to the common elements and which are not owned by the respective utility companies, including easements through the units necessary to provide such services;

(d) All parking areas, driveways, and other means of ingress and egress, except as may be a designated limited common element;

(e) All corridors, elevators, stairways, and other areas designed for the common use of all unit owners;

(f) All electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables, wire or pipe, within the common elements and up to the exterior surface of the unit wall which are not owned by utility companies;

(g) All tangible personal property required for the maintenance and operation of the Condominium and for the common use and enjoyment of the unit owners;

(h) All structural beams, posts, and members within a unit and an easement of support in any portion of a unit which contributes to the support of the building;

(i) Alterations, additions and further improvements to the common elements; and

(j) The gulf-side beach and bay-side shore; and

(k) Any lands owned by the Association and submitted to condominium ownership by an Amendment to this Declaration approved and executed as provided herein for amendments generally, pursuant to the provisions of §718.110(6), Florida Statutes.

The unit owners in the aggregate shall be entitled to equal and full use and enjoyment of all the common elements, except the limited common elements, and except as they may be restricted by the reasonable and uniform regulations duly adopted by the Association Board of Directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the unit owners.

9. LIMITED COMMON ELEMENTS.

(a) Parking spaces, when assigned by Developer or the Condominium Association, shall be deemed Limited Common Elements to be used exclusively by the owner of the unit assigned for the parking of non-commercial vehicles only and shall not be used for the storage of any other apparatus, equipment or thing without the written consent of the Board of Directors. Once assigned, parking may not be reassigned without the written consent of the unit owners affected. The Association shall maintain a record of all assignments of Limited Common Elements and such record shall be conclusive in event of dispute between unit owners.

The exact location and designation of each such assigned parking space within Phase I, and within Phase II, if developed and submitted to condominium, is shown within the Plot Plan for each Phase as the parking space number corresponds to each condominium unit number within each Phase. Each such space so assigned may thereafter be transferred only in connection with the sale, lease or transfer of the unit to which it has been assigned, unless the written consent of the Association to do otherwise is first obtained. A sale or transfer of a unit to

which a particular parking space has been assigned shall automatically, without specifically mentioning such space and without any further instruments being filed, also reassign the space appurtenant to such unit to the new owner.

The Developer hereby expressly reserves in its own discretion the right and authority to assign for a consideration and upon terms determined solely by Developer a second or additional parking space to unit owners within Phase I or Phase II if developed and submitted to condominium in addition to the exclusive use of the one (1) parking space previously referred to hereinabove, and such second or additional parking space shall also be considered as a limited common element appurtenant to such condominium unit. The assignment by Developer of a second parking space to a particular unit shall be evidenced by the execution and recording among the Public Records of Manatee County, Florida, of an instrument recorded with the formalities of a deed designating the assignment of said parking space by reference to its number or letter and number as shown on the Condominium Plat, Exhibit "A", hereto, to the particular condominium unit to which such parking space shall thereafter be appurtenant as a limited common element.

Notwithstanding anything within this Declaration to the contrary, condominium unit owners within any Phase from time to time may convey and transfer their rights in and to the second parking space constituting a limited common element appurtenant to their units among themselves by conveyance from one apartment condominium unit owner to another within any Phase as hereinafter more particularly provided upon the written consent of the Condominium Association, which consent shall not be required when the transfer is to or from the Developer, and with the written consent of the holders of any mortgages encumbering the unit from which the parking space is being transferred, in the following manner and subject to the following conditions and limitations:

- (1) Such transfer or assignment shall be authorized and valid providing that subsequent thereto the

condominium unit to which the parking space shall have been transferred or assigned shall have no more than three (3) parking spaces appurtenant thereto. The limitations of this sub-paragraph (1), however, do not apply to the Developer.

(2) No portion of the common elements appurtenant to a unit shall be transferred or assigned from one unit to another for reason of the transfer or assignment of the parking space, and further the undivided share and the common elements as set forth within this Declaration shall in no way be varied or changed with respect to any unit by reason of the transfer or assignment of the parking space.

(3) A transfer or assignment shall be evidenced by the execution and recording of an instrument executed with the formalities of a deed in the Public Records of Manatee County, Florida, designating therein the name and unit number of both the transferor and transferee and further designating that the parties are transferring and assigning a particular parking space which shall be identified by the number or letter and number as shown on the Condominium Plat which parking space is a limited common element appurtenant to the unit owned by the transferor which is being conveyed to the transferee for the purpose of having the particular space become a limited common element appurtenant to the condominium unit owned by the transferee. The instrument shall further set forth the consent of the transferor to the transaction and the transferee's agreement and undertaking that thereafter said parking space shall constitute a limited common element appurtenant to the transferee's condominium apartment unit, subject in full to the provisions of the Declaration of Condominium. The requisite approval of the Condominium Association may be evidenced within the instrument or by separate instrument, but under no circumstances shall the transfer of the parking space be deemed effective until the Condominium Association's consent shall have been recorded among the Public Records of Manatee County, Florida. Such consent may be in any form the Condominium Association chooses, but shall be executed with the formalities for deeds.

(b) Boat Slips.



(1) Developer contemplates application to appropriate local, state and/or federal departments and agencies to permit construction of proposed dock improvements and boat mooring facilities in a configuration, design and choice of materials solely determined by it; however, Developer makes no representation, guaranty, or warranty whatsoever that Developer will in fact make application, or if application is made, process the application to issuance or denial, or if denied, appeal such denial, or if issued, proceed to construct the proposed dock improvements and boat mooring facilities. Developer reserves in its sole discretion the decision whether if permits and approvals are obtained and issued to proceed with construction and subsequent sale of such proposed dock improvements and boat mooring facilities.

Provided that Developer shall obtain all requisite approvals and permits from all local, state and/or federal departments and agencies for construction along the bay-side shore of proposed dock improvements and boat mooring facilities, and elect to proceed with construction and subsequent sale of them, Developer reserves the exclusive right to sell the boat slip spaces, which spaces may vary in width and length of the boat slip, at prices and upon terms determined solely by it, to some but possibly not all of the condominium units within each Phase of the Condominium as each Phase is completed and added to the Condominium pursuant to a formula determined in the sole discretion of Developer which assigns a specific limited number of boat slip spaces, and of types of boat slip spaces, to the various models of units constructed within each Phase, since there may not be a sufficient number of boat slip spaces and mooring facilities within this Condominium for all condominium units. Developer further reserves the exclusive right in the event not all available boat slips intended for assignment by Developer to condominium units within each particular Phase are sold and assigned to units therein to thereafter make available to the next succeeding Phase when submitted to the Condominium those remaining available boat slips from the preceding Phase, in addition to those pursuant to the formula originally determined by Developer for assignment of boat slip spaces to units within that succeeding submitted Phase. Furthermore, Developer reserves the exclusive right in the event not

all boat slip spaces are sold and assigned by Developer to units within the Condominium upon completion and submission of the last and all Phases of the Condominium to condominium to thereafter sell and assign to any unit within the Condominium a boat slip, or if that unit already owns a boat slip, to sell an additional boat slip at prices and upon terms determined in its sole discretion. Any boat slips not previously assigned are not available for use by other unit owners within then submitted Phases.

Each boat slip upon assignment to a particular condominium unit will constitute a limited common element and each unit owner or the lawful occupants of the unit shall have the sole and exclusive use of the boat slip space. All consideration paid to and received by Developer from unit owners acquiring such limited common element shall belong to and be the sole property of Developer. Each owner acquiring such limited common element shall be deemed to agree to comply with all rules and regulations of the Association in connection with the boat mooring facilities and use of the boat slip. Each such owner shall have the right to sell, assign, transfer or sublease his right and license to use such boat slip space, but only to another owner or to a person leasing a unit, and in this latter event, only for the term of such person's leasehold period. Notwithstanding anything herein contained to the contrary, no unit owner or other person entitled hereunder to use such boat slip space shall allow anyone else to do so, except with the prior written consent of the Association with such use to be consonant with the conditions imposed by the Association. In the event any owner having the right and license to use the boat slip space as hereinabove provided shall violate the rules and regulations of the Association with respect to any of the boat mooring facilities and use of the boat slip or sell, transfer or assign his right and license to use such boat slip space, except as hereinabove permitted or should any owner cease to be a Condominium unit owner, then upon the occurrence of any such event the right and license of such owner shall automatically cease and terminate and the exclusive right to such space shall revert to the Association which may thereafter sell the exclusive right and license to use such boat slip space in its

sole discretion to any owner within the Condominium, the net proceeds from such sale to be paid to the owner or former owner who had the right and license to use such space less the costs incurred by the Association in connection with such sale and commission to the Association equal to 15% of the gross purchase price.

In the event of any sale, assignment, transfer or sublease as hereinabove contemplated, there shall first be acquired written consent of the Condominium Association, which consent shall not be required when the transfer is to or from the Developer, and written consent of the holders of any mortgages encumbering the unit from which the boat slip space is being transferred, in the manner and subject to the conditions and limitations set forth within the preceding subparagraph 9.(a)(1) through (3), inclusive, hereinabove, with the substitution of the words "boat slip space" for parking space, wherever the latter term shall appear, and further, in the event the Association shall be the selling party, whenever the word transferor shall appear the Association shall be substituted therefore.

The cost of the maintenance of the boat slip space shall be the sole obligation of the owner or person having the exclusive right and license to use such space and the cost of maintenance of the remaining boat mooring facilities, exclusive of any boardwalk from the shore, shall be divided equally among such owners or persons having such exclusive right and license and the Board of Administration may make assessments against such owners for such purposes pursuant to the procedures established in Section 13.(b)(8) of this Declaration. Developer shall be responsible for the cost of maintenance of non-assigned boat slip spaces.

Until Developer shall have completed all construction contemplated and permitted by this Declaration, the Developer shall have the right to improve and maintain all water, shores and bottoms at Developer's expense, or at the expense of the Association, if Developer is managing the Condominium on behalf of the Association or if the Association is then being operated by the various unit owners, from time to time as Developer deems necessary or appropriate. Developer is hereby granted access over the common elements of the Condominium for such purpose.

(c) Storage Lockers, when assigned by Developer or the Condominium Association, shall be deemed Limited Common Elements to be used exclusively by the owner of the unit assigned for the storage of personal articles and belongings. Once assigned, the storage locker may not be reassigned without the written consent of the unit owners affected. The Association shall maintain a record of all assignments of Limited Common Elements and such record shall be conclusive in event of dispute between unit owners.

The exact location and designation of each such assigned storage locker within Phase I, and within Phase II, if developed and submitted to Condominium, is shown within the Plot Plan for each phase as the storage locker number corresponds to each Condominium unit number within each phase. Each such storage locker so assigned may thereafter be transferred only in connection with the sale, lease or transfer of the unit to which it has been assigned, unless the written consent of the Association to do otherwise is first obtained. A sale or transfer of a unit to which a particular storage locker has been assigned shall automatically, without specifically mentioning such storage locker and without any further instruments being filed, also reassign the storage locker appurtenant to such unit to the new owner.

In any such contemplated transfer shall be made in the manner and subject to the conditions and limitations set forth within the preceding subparagraph 9.(a)(1) through (3), inclusive, hereinabove, with the substitution of the words "storage locker" for parking space, wherever the latter terms shall appear.

10. ASSOCIATION. The non-profit corporation which will be responsible for the operation of the Condominium will be an incorporated association known as BRIDGEPORT CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, herein referred to as the "Association." All record owners of the condominium units of BRIDGEPORT, A CONDOMINIUM, Phase I and Phase II if completed and submitted to condominium shall automatically

be members of the Association and their respective memberships shall terminate upon sale of their condominium unit. All of the affairs and property of the Condominium and of the Association shall be controlled by the officers and Board of Directors of the Association. A copy of the Articles of Incorporation which has been filed with and certified by the Secretary of the State of Florida is attached hereto and marked Exhibit "B". The Bylaws governing the operation of the Condominium and of the Association are attached hereto and marked Exhibit "C". The Association shall have all of the rights and powers provided by the Condominium Act, the corporation statutes, the Articles of Incorporation, the Bylaws and this Declaration.

11. VOTING RIGHTS. Each condominium unit shall be entitled to one (1) vote at Association meetings, notwithstanding that the same owner may own more than one (1) unit or that units may be joined together and occupied by one (1) owner. In the event of joint ownership of a condominium unit, the vote to which that unit is entitled shall be apportioned among the owners as their interests may appear, or may be exercised by one of such joint owners by written agreement of the remainder of the joint owners.

12. COMMON EXPENSES. The common expenses shall include:

(a) Costs of operation, maintenance, repair and replacement of the common elements and limited common elements, except for the boat slip spaces;

(b) Costs of management of the Condominium and administrative costs of the Association including professional fees and expenses;

(c) Costs of water and sewage service, electricity, and other utilities which are not metered to individual units;

(d) Labor, material and supplies used in conjunction with the common elements;

(e) Damages to the Condominium property in excess of insurance coverage;

(f) Salary of a general manager, if deemed desirable by the Board of Directors, and his assistants and agents;

(g) Premium costs of fire, windstorm, flood, and other property insurance and liability insurance as provided herein;

(h) Initial cost of installation of additions, alterations or improvements, or additional lands, leaseholds or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, purchased as part of the common elements for the benefit of all the members; provided that any such items as shall exceed Ten Thousand Dollars (\$10,000) in cost shall be approved by majority vote of the unit owners;

(i) Charges for cable television service providing the number of outlets to each unit as shall be determined by the Board of Directors of the Association, with any additional outlets to be chargeable to the unit owners;

(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 Five Thousand Dollars (\$5,000) shall be approved by a majority vote of the unit owners prior to incurring the obligation, except for emergency situations endangering the property.

13. MAINTENANCE, REPAIR AND REPLACEMENT.

(a) By the Association. The Association shall maintain, repair and replace as part of the common expense all of the common elements and limited common elements as defined herein, except for the boat slip spaces. The Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the common elements or to another unit. Damages caused to a unit due to known and unknown defects in the

common elements, or due to water, heat, steam, smoke or other intrusion into the unit from or through the common elements or another unit shall be repaired, replaced or compensated for by the Association as part of the common expense, except to the extent such damage is covered by insurance maintained by the unit owner. The unit owner's insurer shall not have a right of subrogation for such damages against the Association.

(b) By the Unit Owners. Each unit owner shall maintain, repair and replace everything within the confines of his unit which is not part of the common elements or limited common elements as defined herein, including but not limited to:

(1) Paint, finish, covering, wallpaper and decoration of all interior walls, floors and ceiling;

(2) All built-in shelves, cabinets, counters, storage areas, and closets;

(3) All mechanical, ventilating, heating and air conditioning equipment service for the individual condominium unit (whether located within the boundaries of the respective unit or not); any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus;

(4) All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes, and conduits serving only the respective unit; all electrical lines between the unit and its individual service panel or meter, and all water and waste lines between the unit and the main distribution lines;

(5) All interior doors, walls, partitions, and room dividers;

(6) All furniture, furnishings and personal property contained within the respective unit; and

(7) All exterior doors, windows and screening, which shall be maintained in such a manner as to preserve a uniform appearance to the exterior of the building.

(8) To maintain, repair and replace, at his expense, all portions of his boat slip (except the portions to be maintained, repaired and replaced by the Association), including, but not limited to, cleats, hooks, ladders, hoses, ropes and lines, and other tangible personal equipment used and useful for the mooring, periodic maintenance, cleaning and repairing of the boat. In the event an owner fails to properly maintain and repair his slip, the Association, at the direction of the Board of Administration, may make such repairs as the Board may deem necessary and the cost thereof shall be assessed against such defaulting unit owner. The Association shall have a lien against a unit for the cost of any repairs it shall make hereunder to the same extent as is provided by the Condominium Act for unpaid assessments, plus interest at the rate of eighteen percent (18%) per annum and reasonable attorneys' fees incurred by the Association in the collection thereof. Such work shall be done without disturbing the rights of other slip owners.

In the event an owner fails to properly maintain and repair his unit, or limited common element boat slip space, if any, the Association, at the discretion of the Board of Directors, may make such repairs as the Board may deem necessary and the cost thereof shall be assessed against such defaulting unit owner. The Association shall have a lien against a unit for the cost of any repairs it shall make thereto, to the same extent as is provided by the Condominium Act for unpaid assessments, plus interest at the rate of eighteen percent (18%) per annum and reasonable attorneys' fees incurred by the Association in the collection thereof.

Upon a vote of two-thirds (2/3) of the voting rights of the unit owners, the Association may assume the responsibility for the maintenance, repair and replacement of any items which would otherwise be the responsibility of the unit owners hereunder.

14. INSURANCE. Insurance, other than title insurance, which shall be carried upon the Condominium property and the property of the unit owners shall be governed by the following provisions:



(a) Authority to Purchase. All insurance policies upon the Condominium property shall be purchased by the Association and the named insured shall be the Association, individually and as agent for the unit owners, naming them and their mortgagees as their interest may appear. Provisions shall be made for the issuance of mortgage certificates, endorsements and memoranda of insurance to the mortgagees of unit owners.

(b) Responsibility of Individual Unit Owners. It shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any unit owners, but the unit owner is authorized to obtain such insurance at his own expense provided such insurance shall not be of such nature to affect policies purchased by the Association. In furtherance of this paragraph, unit owners shall furnish the Association with copies of all insurance policies obtained by them.

(c) Mortgagee Approval. So long as any Institutional First Mortgagee shall hold a mortgage upon a unit in the Condominium such mortgagee shall have the right to approve the insurer on all insurance policies covering the Condominium property, which approval shall not be unreasonably withheld but shall be withheld only upon good, sufficient, and substantial reasons, and the Association shall submit to the mortgagee proof of the payment of the annual premiums on all such insurance policies purchased by the Association, if requested. This section shall be construed as a covenant for the benefit of and may be enforced by any Institutional First Mortgagee.

(d) Coverage.

(1) All buildings and improvements upon the land including (by policy endorsement if necessary) fixtures, installations, or additions comprising a part of the building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual condominium units initially installed or replacements thereof, in accordance with the original Condominium plans and specifications, or installed by or at the expense of the unit owners; and, all personal

property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, or one hundred percent (100%) of the full insurable value, whichever is greater, as determined by the Board of Directors of the Association. Such coverage shall afford protection against the following:

(i) Loss or damage by fire or other hazards covered by standard extended coverage endorsement.

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(2) Public Liability. In such amounts and in such coverage as may be required by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner, and also with waiver of the insured's right of subrogation if reasonably available.

(3) Workers' Compensation. Workers' Compensation insurance shall be carried in an amount sufficient to meet the requirements of the Florida Workmen's Compensation Law.

(4) Other Insurance. The Association may at its option purchase and maintain in full at all times such other insurance and in such amounts as the Board of Directors shall from time to time determine to be desirable.

(e) Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a common expense.

(f) Association as Agent. The Association is irrevocably appointed agent for each owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, provided, however, that no claims relating to an individual unit

upon which there is an institutional first mortgage shall be settled without the consent of the Institutional First Mortgagee holding said mortgage and, provided further, that no claim affecting the common elements in excess of Five Thousand Dollars (\$5,000) shall be made without the consent of all Institutional First Mortgagees.

(g) Insurance Trustee and Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interest may appear, and shall provide that all proceeds in an amount of Five Thousand Dollars (\$5,000) or more covering property losses shall be paid to an Insurance Trustee, which shall be an institution having offices in Manatee County, Florida, and possessing trust powers, as may be from time to time approved by the Board of Directors of the Association, which Trustee is herein referred to as "Insurance Trustee". All proceeds less than Five Thousand Dollars (\$5,000) shall be handled by the Association. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

(1) Common Elements. Proceeds on account of damage to common elements - an undivided share for each unit owner of the Condominium, such share being the same as the share of the common elements previously set forth in Paragraph 6 herein.

(2) Units. Proceeds on account of damage to units shall be held in the following undivided shares:

(i) When the building is to be restored for the owners of damaged units, in proportion to the cost of repairing the damages suffered by each unit owner, which cost shall be determined by the Board of Directors of the Association.

(ii) When the building is not to be restored for the owners of the units in such building, in undivided shares being the same as their respective shares in the common elements as previously herein shown.

(3) Mortgagees. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interest may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damage to property shall be reconstructed or repaired except as provided in Paragraph 15 hereinafter.

(h) Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to and for the benefit of the beneficial owners in the following manner:

(1) Expenses of Trustee. All expenses of the Insurance Trustee shall be first paid or provisions made therefore.

(2) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners with remittances to unit owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(3) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere herein provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, with remittances to the unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(4) Certificate. In making distribution to unit owners and their mortgagee, the Insurance Trustee may rely upon certificate of the Association made by its President, and its Secretary, and by the Association Managing Agent as to the names of the unit owners and their respective share of the distribution.

15. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

(a) Determination to Reconstruct or Repair. If any part of the Condominium property shall be damaged by casualty,

whether or not it shall be constructed or repaired shall be determined in the following manner:

(1) Common Elements. If the damaged improvement is a common element the same shall be reconstructed or repaired unless the damages to the building containing such common element extend to the units in which case the provisions of Paragraph 15.(a)(2) shall apply.

(2) Building.

(i) Partial Destruction. If the damaged improvement is one of the buildings and less than ninety percent (90%) of the amount of the insurance applicable to such building is forthcoming by reason of such casualty, then the building shall be reconstructed and repaired unless seventy-five percent (75%) of the owners and all of the institutional mortgagees holding first mortgages upon the units contained within such building shall within sixty (60) days after the casualty agree in writing that the same shall not be reconstructed or repaired.

(ii) Total Destruction. If the damaged improvement is one of the buildings and ninety percent (90%) or more of the amount of the casualty insurance applicable to such building is forthcoming by reason of such casualty, the building shall not be reconstructed or repaired unless within sixty (60) days after casualty seventy-five percent (75%) of the owners of the units and all institutional mortgagees holding first mortgages upon the units contained within said buildings shall, within sixty (60) days after the casualty, agree in writing that the same shall be reconstructed or repaired.

(3) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or the Association Managing Agent to determine whether or not the unit owners have made a decision whether or not to reconstruct or repair.

(b) Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building, or if not, in accordance with the plans and specifications approved by the Board of Directors of the Association, and if the damaged property is a building housing units, then by the owners of all the damaged units therein, which approval shall not be unreasonably withheld. The approval of the plans and specifications of Institutional

First Mortgagees holding mortgages on the units involved must also be obtained prior to reconstruction.

(c) Responsibility. If the damage is only to those parts of units for which the responsibility of maintenance and repair is that of the unit owners, and such damage is not covered by insurance obtained by the Association, then the unit owners shall be responsible for reconstruction and repair after casualty. In all other cases the responsibility of reconstruction and repair after casualty shall be that of the Association.

(d) Estimates of Cost. When the Association shall have the responsibility of reconstruction or repair, prior to commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

(e) Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessments shall be made against all unit owners in amounts sufficient to provide funds for the payment of such costs.

(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 funds for the payment of reconstruction and repair which is the responsibility of the Association is more than Five Thousand Dollars (\$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

the same in payment of cost of reconstruction and repair.

(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:

(i) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of construction and repair lies with the unit owner shall be paid by the Association or the Insurance Trustee to the unit owner, or if there is a mortgage endorsement as to such unit, then to the unit owner and the mortgagee jointly, who shall use such proceeds to repair the unit.

(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 Five Thousand Dollars (\$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 Five Thousand Dollars (\$5,000) 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.

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

(v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessment shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the

Association or upon the approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine whether surplus funds to be distributed are less than the assessments paid by owners nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President, or Secretary or the Association's Managing Agent, as to any or all of such matters, and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagor is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association (or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund) so requires the approval of an architect named by the Association.

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

(a) Use the unit for other than single family residence purposes;

(b) Paint or otherwise change the appearance of any exterior wall, door, window, patio, balcony or any exterior surface; place any sunscreen, blind or awning on any balcony or exterior opening; place any draperies or curtains at the windows of any unit without a solid, light color liner acceptable in color to the Board of Directors, facing the exterior of the unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the Board; plant any planting outside of a unit; erect any exterior lights or signs; place any signs or symbols in windows or in the common elements; erect or attach any structures or fixtures within the common elements; nor any of the foregoing without the prior written consent of the Board;

(c) Make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the common



elements; fasten light fixtures, shelving, pictures, mirrors, objects d'art, curtain rods and similar household items to the walls or ceiling of a unit unless they may be removed without substantial damage to the wall or ceiling structure; nor any of the foregoing without the prior written consent of the Board;

(d) Permit loud and objectionable noises or obnoxious odors to emanate from the unit nor play any organ or electronically amplified musical instruments or devices which may cause a nuisance to the occupants of other units in the sole opinion of the Board;

(e) Make any use of a unit which violates any laws, ordinances, or regulations of any governmental body;

(f) Fail to conform to and abide by the Bylaws and the uniform rules and regulations in regard to the use of the units and the common elements which may be adopted from time to time by the Board of Directors, or fail to allow the Board of Directors or its designated agent to enter the unit at any reasonable time to determine compliance with the Condominium Act, this Declaration, or the Bylaws and regulations of the Association;

(g) Erect, construct or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the common elements, except with the written consent of the Association Board of Directors;

(h) Permit or suffer anything to be done or kept in his condominium unit or in the common elements which will increase insurance rates on any unit or on the common property;

(i) Commit or permit any nuisance, immoral, or illegal act in his unit or in or on the common element;

(j) Divide or subdivide a unit for purpose of sale or lease except to the owner of an adjacent unit, however, a unit may be combined with an adjacent unit and occupied as one (1) unit;

(k) Obstruct the common way of ingress or egress to the other units or the common elements;

(l) Hang any laundry, garments or other unsightly objects which are visible outside of the unit;

(m) Allow anything to remain in the hallways or other common areas of travel which would be unsightly or hazardous;

(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 water-proof bags or similar containers.

(o) Allow any fire or health hazard to exist;

(p) Make use of the common elements in such a manner as to abridge the equal rights of the other unit owners to their use and enjoyment;

(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 four (4) times per year;

(r) Allow any animals to be kept in the unit other than one (1) dog or cat, fish within aquariums or birds within cages, pursuant to the Rules and Regulations of the Board of Administration of the Association, provided that in the event any such animals become a nuisance to the other unit owners in the sole opinion of the Board of Administration, such animals shall be removed from the unit immediately; or allow any authorized pets to use the common areas except those areas specifically set aside for pets when on a leash accompanied by its owner.

(s) Park overnight or use for a living accommodation commercial vehicles, trucks, boats, campers, trailers, mobile homes and similar vehicles in any parking area, except service vehicles during the time they are actually serving the unit or common elements.

(t) Conduct any motor repair or other repair work to an automobile either with the limited common element or common elements of the Condominium nor store any household articles,

furnishings or furniture with the parking space or outside the unit, other than in the assigned storage locker.

(u) Conduct any boat or motor repair work within the boat slip space or common docking areas.

(v) Anchor, dock or moor his boat other than within assigned boat slip space and, as to guests of such unit owner, anchor, dock or moor only at the common element docking area.

(w) Launch or take from the water his boat or construct or make use of davits or other mechanism to raise, hold and lower the boat out of and into the water.

(x) Use the boat slip space other than as a mooring and permanent dockage for the boat and accessory use as related thereto. No live-aboard shall be permitted.

(y) Discharge any rubbish, refuse, garbage or human wastes from the boat, nor permit the accumulation of any rubbish, refuse or garbage within the boat slip space or common element boat mooring facilities. No boat slip owner shall permit any use of his slip to make any use of the common elements that would increase the cost of insurance upon the Condominium property or cause or promote any fire hazard.

(z) Erect or maintain any reflectors, illuminated signs, placards or posters whatsoever on or within the boat slip area or common element boat mooring facility without the prior written consent of the Association.

(aa) Hang any laundry, garments or other unsightly objects which are visible outside of the boat or paint, stain or otherwise decorate or change the appearance or structure of any portion of the boat slip without prior written consent of the Association.

(bb) Operate a boat other than at a safe operating speed at all times so as to produce no wake in the surrounding area.

(cc) Operate a boat without adequate installed equipment to baffle and/or reduce engine exhaust noise from a boat.

(dd) Remove, prune, cut, damage or injure any trees or other landscaping provided within the Condominium.

(ee) Allow any lien pursuant to the Mechanics' Lien Law for labor performed on or materials furnished to his unit against any other unit or Condominium parcel of any other unit owner not expressly consenting to or requesting such labor or materials or against the common elements.

(ff) Fail to pay timely ad valorem taxes and special assessments by taxing authorities assessed against the Condominium parcel and not upon the Condominium property as a whole.

(gg) Prevent access by the Association to the condominium unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another unit or units within this Condominium.

(hh) Fail to pay promptly for damage due to the act or neglect of the unit owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such unit owner caused to the common elements or to a unit or units owned by others, or the maintenance, repair or replacement required by reason of such damage, as such payment shall be determined by the Board of Administration, to the extent not covered by insurance, if any.

(ii) Barbecue or cook in any other manner food on any balcony, terrace or patio, except that adjoining his unit, or about the Condominium property except in those areas specifically provided for such purpose.

17. SALE, 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, transfers, leases or occupation of a unit before such sale, 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, 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 proceedings 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.

18. ASSESSMENTS AND LIENS. The Board of Directors of the Association shall approve annual budgets of projected anticipated income and estimated expenses including reserves required by statute for each fiscal year, and each unit owner will be responsible for his unit's share of such annual assessment based upon its proportionate share of the common expenses as provided herein. One-twelfth (1/12th) of each unit's annual assessment shall be due and payable in advance to the Association on the first day of each month of the year for which the assessments are made. In addition, the Board of Directors shall have the power to levy special assessments against the unit owners in proportion to each unit's share of the common expenses, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year. Any assessments or other indebtedness owing by unit owners to the Association which are not paid when due shall be subject to a late penalty of eighteen percent (18%) and shall bear interest from the due date until paid at the rate of eighteen percent

(18%) per annum. The Association shall have the remedies and liens provided by the Condominium Act with respect to unpaid assessments, which shall include any late charges, accrued interest and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including appellate proceedings, and the remaining installments of the assessment may be accelerated to maturity by giving the defaulting unit owner ten (10) days notice of intent to accelerate unless all delinquent sums are paid within that time. The Board of Directors may require each unit owner to maintain a minimum balance on deposit with the Association (not to exceed one-fourth (1/4) of the current annual assessment) for working capital and to cover contingent expenses from time to time.

19. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES. Notwithstanding any provisions of this Declaration, the written consent of all savings and loan associations, banks, FHA approved mortgage lenders, mortgage bankers, and insurance companies or their subsidiaries or affiliates holding first mortgages upon any of the condominium units (herein sometimes referred to as "Institutional First Mortgagees") shall be first obtained prior to any amendments to this Declaration, the Articles of Incorporation, or the Bylaws; prior to the termination of the Condominium; prior to the partition or subdivision of any unit; or prior to the abandonment, partition, subdivision, encumbrance, sale or transfer of the common elements. Such Institutional First Mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during normal business hours and, upon written request to the Association, shall be furnished written notification by the Association of any default by the mortgagor of a unit in the performance of such mortgagor's obligations under this Declaration or the Bylaws which are not cured within thirty (30) days. Such Institutional First Mortgagees who obtain title to a unit through mortgage foreclosure or acceptance of deed in lieu of foreclosure shall not be



liable for the share of common expenses assessed to such unit prior to the acquisition of such title, unless such share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage. Unpaid shares of common expenses or assessments shall be deemed to be common expenses collectable from all unit owners. Such mortgagee shall pay all common expenses assessed to such unit which shall come due during the period the unit is owned by the mortgagee, however.

20. RIGHTS OF DEVELOPER. Developer hereby reserves unto itself its successors and assigns, the right to manage all of the affairs of the Condominium and all decisions of the Association and the exclusive right to elect directors of the Association in accordance with the provisions of Article 5 of the Articles of Incorporation attached as Exhibit "B". Developer may terminate such rights by relinquishing control of the Association to the unit owners at any time prior to the time provided in the Articles of Incorporation. During said period, the Developer shall have the sole and exclusive right to take all actions and do all things in behalf of the Association.

Until all units are sold under the Development Plan set forth in Paragraph 5, necessary rights and easements to complete the construction of the buildings and improvements on the Condominium property generally and to effect the sale or lease of all of the condominium units, including but not limited to ingress and egress are hereby reserved and shall exist through and over the Condominium property as may be required, convenient or desired by Developer for the completion of the contemplated improvements and the sale of said units. Neither the unit owners nor the Association nor their use of the Condominium property shall interfere in any way with such completion and sale. Additionally, because until such time as lands shown and described as Phase II on Exhibit "A" attached hereto are included in the condominium by Amendment hereto, if at all, such Phase II lands may be used for other purposes; Developer hereby reserves unto itself or its assigns, easements for ingress and egress over and

across the paved areas, including roadways and walkways located upon the lands described as Phase I on Exhibit "A" attached hereto, as well as utility easements to permit connection and attachment of utility lines and the maintenance thereof, including but not limited to sewer, water, telephone, cable television, and electric lines located upon the lands described as Phase II on Exhibit "A". Until all units are sold, Developer shall have the right to use and maintain one (1) or more units or a portion of the common elements as an office and one (1) or more units as a model apartment for display to prospective purchasers, and may exhibit such signs and sales paraphernalia within the common elements and within any units owned by Developer as may be desirable to effect such sales or leases.

21. REMEDIES FOR DEFAULT. In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default in the compliance with and fulfillment of the provisions of the Condominium Act, this Declaration, Articles of Incorporation, Bylaws and the regulations and rules promulgated by the Association or its Board of Directors, shall entitle the Association or individual unit owners to injunctive relief or money damages or both. In any such legal or equitable action or proceeding the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorneys' fees to be determined by the court, including appellate proceedings. In the event the occupant of any unit shall refuse to comply with the regulations and rules, such occupant may be denied use of the recreation facilities of the Condominium by the manager or the Board until such default is corrected. During any period of default by a unit owner in the payment of any assessments against the unit, the Association may upon a written three (3) day notice to the unit owner discontinue the supply of any utility services to such unit which are paid by the Association as part of the common expenses. Upon the correction of such default, the utility services shall be immediately restored and the expense of such discontinuance and restoration shall be assessed to the defaulting unit owner.

22. AMENDMENTS. This Declaration may be amended at any time by affirmative vote of seventy percent (70%) of all voting rights of all unit owners except that provisions relating to percentage of ownership and sharing of common expenses, rights of Developer, termination of the Condominium, and the voting rights of members may be amended only with the written consent of all persons adversely affected thereby. The Articles of Incorporation and Bylaws may be amended only as provided therein and to that extent this Declaration may be amended without seventy percent (70%) vote. No Amendment shall be effective unless it be in writing, executed by the President or Vice President and attested by the Secretary of the Association with the formalities required for a conveyance of real property in the State of Florida, and recorded in the Public Records of Manatee County. It shall not be necessary for the individual unit owners or holders of recorded liens thereon (except Institutional First Mortgage holders as herein provided) to join in the execution of any Amendment, and the execution of any Amendment by the President or Vice President and attested by the Secretary of the Association as provided herein shall be prima facie evidence that the Amendment was duly adopted in accordance with the requirements of this Declaration, the Articles of Incorporation and the Bylaws. Until such time as Developer shall have conveyed title to all units, no Amendments to the Declaration of Condominium or Bylaws shall be effective without its written consent. By acceptance of a deed to a condominium unit, the grantee agrees for himself, his heirs, successors and assigns, and the holders of any mortgages, liens or other interests in or to any unit, that Developer shall have the right and irrevocable power to amend this Declaration and the exhibits recorded herewith as may be necessary or desirable from time to time prior to the conveyance of all units by Developer to (a) identify, locate and dimension any units which are not completed at the date of this Declaration, (b) to correct any errors or omissions in the Declaration or any Exhibits hereto; (c) to make the documents comply with the requirements of any statutory

provisions or any state or federal rules or regulations; or (d) to gain acceptance or approval of any institutional mortgage lender or title insurer. Such Amendments shall be executed by the Developer with written consent of all Institutional First Mortgagees, and the joinder or further consent of individual unit owners or holders of recorded liens or other interests therein or thereon shall not be required. Such Amendments shall take effect immediately upon recordation in the Public Records of Manatee County. In addition, upon commencement of development of a phase, or a portion of a Phase, the Developer may cause to be recorded an Amendment to this Declaration, the form of which is attached hereto as Exhibit "D". This Amendment shall describe the additional land and improvements to be subject to the condominium ownership and the terms and conditions of this Declaration. The mere recording of said Amendment, with reference therein to this Declaration by book and page of its recording, shall constitute all that is necessary to submit said lands and improvements to condominium ownership and the terms and conditions of this Declaration. The recording of said Amendment shall likewise constitute and create the easements necessary and desirable as an appurtenance to each unit and each ownership. Developer has and reserves the right to sign, acknowledge and record such Amendment without the approval or consent of the Association or of any unit owner.

In any case, any land or improvements which are not completed, and are not included in the Condominium by the recording of the aforesaid Amendment, shall not have the benefit of any of the easements referred to herein, and shall not have benefit of use of any of the recreational facilities or other benefits of common ownership, but likewise shall not be subject to charges for common expense, and may be used for any lawful purpose.

The Developer reserves the right to change the interior design and arrangements of all units, the composition of the phases, the number of the units constructed within the buildings and to alter boundaries between units so long as the Developer

owns the units so altered. No such change shall increase the total number of units, nor alter the boundaries of the common elements, other than interior walls of abutting units which are owned by the Developer, without an Amendment of this Declaration approved by the Association, Unit Owners and the owners of institutional mortgages in a manner elsewhere provided. If the Developer shall make any changes in units as authorized in this section, such changes shall be reflected by an Amendment of this Declaration.

An Amendment to this Declaration reflecting an alteration of the unit plans as set forth above by the Developer need be signed and acknowledged by the Developer only and need not be approved by the unit owners, the Association of unit owners, lienors, mortgagees of other units or of the Condominium whether or not said signatures are elsewhere required for an Amendment; provided however, that any such changes or alterations do not decrease the percentage interest in the common elements of any unit already sold.

23. TERMINATION. The above described property may be removed from the provisions of this Declaration at any time by a vote of eighty percent (80%) of the voting rights of all unit owners and unanimous written consent of all of the Institutional First Mortgage holders or as otherwise determined under Paragraph 15 hereof, by an instrument to that effect signed by the President or Vice President and Secretary of the Association with the formalities of a deed and duly recorded in the Public Records of Manatee County. In the event the condominium is to be terminated, the termination shall be under the supervision and control of the Bank Trustee selected by the Board of Directors of the Association. Proceeds of insurance policies or the sale of Condominium assets shall be distributed to and for the benefit of the beneficial owners in the following manner:

(a) Expenses of Trustee. All expenses of the Trustee shall be first paid or provisions made therefore.

(b) The remaining proceeds shall be distributed to the beneficial owners in proportion to their ownership of the common elements with remittances to the unit owners and their mortgages being payable jointly to them.

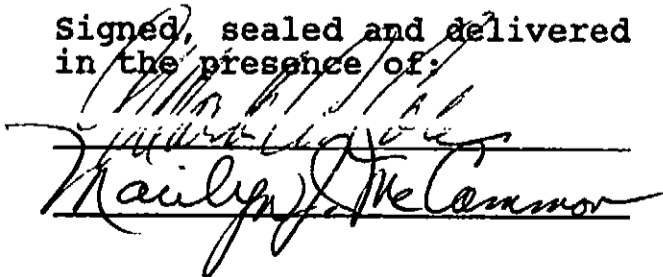
24. EASEMENTS. Each unit owner shall have a non-exclusive perpetual easement for ingress and egress to and from his respective unit through the common elements to provide reasonable access to the public ways (however, this easement shall not give or create to any person the right to park on any portion of the Condominium property not designated as a parking area) and a perpetual easement for encroachments which may exist now or in the future by inaccuracies in construction, settlement or movement of the building, which encroachments shall be allowed to remain undisturbed until they no longer exist.

25. BINDING EFFECT. All provisions of the Declaration of Condominium shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration is duly revoked and terminated, whichever shall first occur. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural.

26. SEVERABILITY. If any provisions of this Declaration, the Articles of Incorporation, or the Bylaws or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.

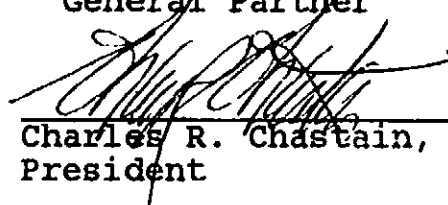
IN WITNESS WHEREOF, the Developer has caused these presents to be duly executed, the 22 day of March, 1982.

Signed, sealed and delivered  
in the presence of:

  
Marilyn J. McCannor

BRIDGEPORT PARTNERSHIP a  
Florida General Partnership

BY: DAWN DEVELOPMENT  
CORPORATION OF BRADENTON,  
General Partner

BY:   
Charles R. Chastain,  
President

STATE OF FLORIDA  
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared CHARLES R. CHASTAIN, as President of Dawn Development Corporation of Bradenton, General Partner of BRIDGEPORT PARTNERSHIP, a Florida General Partnership, on behalf of said General Partnership.

*Marilyn J. Cameron*  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APRIL 12 1988  
BONDED THRU GENERAL INS. UNDERWRITERS



CONSENT OF MORTGAGEE

The undersigned owners and holders of a mortgage lien upon the premises described in the foregoing Declaration of Condominium hereby consent to the submission of said lands to condominium ownership in accordance with the terms and provisions of the foregoing Declaration of Condominium of Bridgeport, a condominium.

*Maury J. Cannon*  
*Maury J. Cannon*

*Frank Lange*  
FRANK LANG

*Maury J. Cannon*  
*Maury J. Cannon*

*Sophie Lange*  
SOPHIE LANG

STATE OF FLORIDA  
COUNTY OF MANATEE

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared FRANK LANGE and SOPHIE LANGE, husband and wife, a/k/a FRANK LANG and SOPHIE LANG, husband and wife, well known to me to be the mortgagee named in the foregoing Consent of Mortgagee, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid, this 22 day of March, 1982.

*Maury J. Cannon*  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGO  
MY COMMISSION EXPIRES APRIL 12 1985  
BONDED THRU GENERAL INS. UNDERWRITERS





CONSENT OF MORTGAGEE

The undersigned owner and holder of a mortgage lien upon the premises described in the foregoing Declaration of Condominium hereby consent to the submission of said lands to condominium ownership in accordance with the terms and provisions of the foregoing Declaration of Condominium of BRIDGEPORT, A CONDOMINIUM.

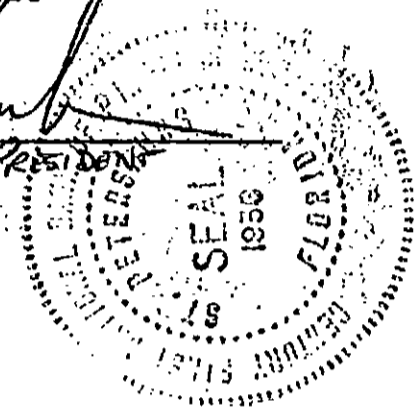
Signed, sealed, and delivered in the presence of:

CENTURY FIRST NATIONAL BANK OF PINELLAS COUNTY

Wanda H. Aylesworth

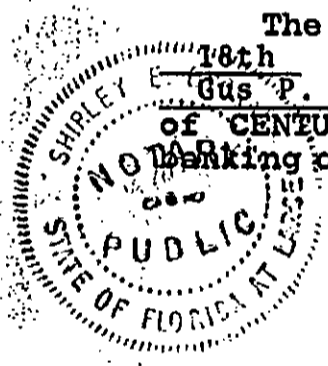
By: [Signature]  
As Its Vice-President

Shirley E. Arora



STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 18th day of March, 1982, by Gus P. Trahan as Vice President of CENTURY FIRST NATIONAL BANK OF PINELLAS COUNTY, a national banking corporation, on behalf of the corporation.



Shirley E. Arora  
Notary Public

My commission expires:

Notary Public, State of Florida at Large  
My commission expires May 23, 1984

# BRIDGEPORT A CONDOMINIUM

CONDOMINIUM BOOK 13 PAGE 8  
SHEET 1 OF 7

SEC. 4, TWP. 36 S., RGE. 16E.  
MANATEE COUNTY, FLORIDA  
EXHIBIT "A"

## LEGAL DESCRIPTION: OVERALL

BEGIN AT INTERSECTION OF EASTERLY RIGHT OF WAY LINE OF GULF DRIVE AND SOUTH LINE OF LOT 4; THENCE EAST, ALONG SOUTH LINE OF SAID LOT 4, 528 FEET FOR POINT OF BEGINNING; THENCE CONTINUE EAST, ALONG SOUTH LINE OF SAID LOT 4, 142.12 FEET TO THE WATERS OF SARASOTA BAY; THENCE IN A NORTHERLY DIRECTION, ALONG THE WATERS OF SARASOTA BAY TO THE NORTH LINE OF LOT 3 OF SAID CRYSTAL BEACH SUBDIVISION; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 3, 130.12 FEET TO THE EAST CORNER OF PROPERTY PREVIOUSLY CONVEYED BY GRANTOR; THENCE IN A SOUTHERLY DIRECTION, 10.23 FEET TO THE POINT OF BEGINNING, AS DESCRIBED IN OFFICIAL RECORD BOOK 316, PAGE 464, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LESS 12.5 FEET FOR ROAD RIGHT OF WAY.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AND:

LOTS 5 AND 6 OF CRYSTAL BEACH, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 214, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LESS AND EXCEPT ANY PORTION THEREOF, LYING WITHIN THE RIGHT OF WAY OF STATE ROAD 884.

SUBJECT TO EASEMENTS OF RECORD.

AND:

BEGIN AT INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF GULF DRIVE AND THE SOUTH LINE OF LOT 4 OF CRYSTAL BEACH, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 214, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; RUN THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID LOT 4, 111 FEET; RUN THENCE NORTHERLY, TO A POINT 135 FEET EAST AND THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF GULF DRIVE AND THE NORTH LINE OF LOT 3 OF SAID CRYSTAL BEACH; RUN THENCE WEST, 135 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF GULF DRIVE AND THE NORTH LINE OF SAID LOT 3; RUN THENCE SOUTHERLY, ALONG THE EAST RIGHT OF WAY LINE OF SAID DRIVE TO THE POINT OF BEGINNING, LESS AND EXCEPT THE NORTH 12 1/2 FEET. ALSO: ALL LANDS IN LOTS 3 AND 4 OF SAID CRYSTAL BEACH, EXCEPT THE GULF DRIVE, TOGETHER WITH ALL RIPEAN RIGHTS AND MATRI-PRIVILEGES THEREIN PERTAINING.

SUBJECT TO EASEMENTS OF RECORD.

## LEGAL DESCRIPTION: PHASE I

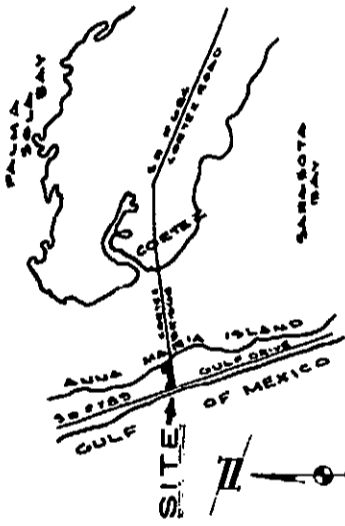
BEGIN AT POINT ON THE SOUTH LINE OF LOT 6 OF CRYSTAL BEACH SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 214, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF CORTEZ ROAD (S.R. 684) WITH THE EASTERLY RIGHT OF WAY LINE OF GULF DRIVE (S.R. 789) AND RUN THENCE N 16°53'00" W, A DISTANCE OF 19.51 FEET TO A POINT 12.50 FEET SOUTH OF THE NORTH LINE OF LOT 3 OF AFORESAID CRYSTAL BEACH SUBDIVISION; THENCE S 89°28'00" E, A DISTANCE OF 31.98 FEET; THENCE S 03°56'00" E, A DISTANCE OF 87.72 FEET TO THE SOUTH LINE OF LOT 4 OF SAID CRYSTAL BEACH SUBDIVISION; THENCE S 00°33'00" W, A DISTANCE OF 56.03 FEET TO THE NORTH RIGHT OF WAY LINE OF CORTEZ ROAD (S.R. 684); THENCE S 84°03'00" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 104.73 FEET; THENCE N 89°28'00" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 280.41 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 4, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

(CONTAINING 1.25 ACRES, MORE OR LESS.)

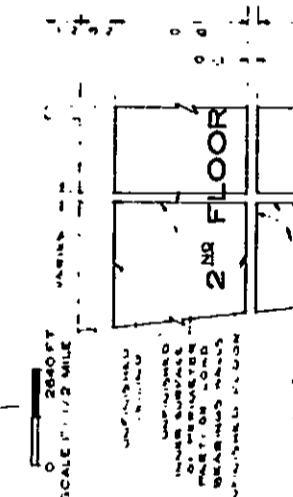
ALSO:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF LOT 6 OF CRYSTAL BEACH SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 214, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, WITH THE WESTERLY RIGHT OF WAY LINE OF GULF DRIVE (S.R. 789) AND RUN THENCE N 16°53'00" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 209.61 FEET TO THE NORTH LINE OF LOT 3 OF SAID CRYSTAL BEACH SUBDIVISION; THENCE N 89°29'00" W, A DISTANCE OF 28.00 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE SOUTHEASTERLY, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 210 FEET, MORE OR LESS, TO THE SOUTH LINE OF AFORESAID LOT 3; THENCE S 89°28'00" E, A DISTANCE OF 10.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 4, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

(CONTAINING 0.14 ACRES, MORE OR LESS.)



LOCATION MAP



TYPICAL WALL VERTICAL SECTION

## LEGAL DESCRIPTION: PHASE II

FROM THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF GULF DRIVE (S.R. 789) WITH THE SOUTH LINE OF LOT 4 OF CRYSTAL BEACH SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 214, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; RUN THENCE S 89°28'00" E, ALONG SAID SOUTH LINE, A DISTANCE OF 310.65 FEET FOR A POINT OF BEGINNING; CONTINUE THENCE S 89°28'00" E, ALONG SAID SOUTH LINE, A DISTANCE OF 10.00 FEET TO THE CORNER OF PROPERTY PREVIOUSLY CONVEYED BY GRANTOR; THENCE S 03°56'00" E, ALONG EAST LINE OF SAID PROPERTY, A DISTANCE OF 87.72 FEET TO A POINT 12.50 FEET SOUTH OF THE NORTH LINE OF LOT 3 OF AFORESAID CRYSTAL BEACH SUBDIVISION; THENCE S 89°28'00" E, PARALLEL WITH THE SAID NORTH LINE OF LOT 3, A DISTANCE OF 150.12 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF SARASOTA BAY; THENCE SOUTHERLY, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 127 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT OF WAY LINE OF CORTEZ ROAD (S.R. 684); THENCE S 84°03'00" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 155.05 FEET, MORE OR LESS; THENCE N 00°52'00" E, A DISTANCE OF 56.03 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 4, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

(CONTAINING 0.43 ACRES, MORE OR LESS.)

## UNIT BOUNDARIES

UNIT UNIT BOUNDARIES OF THE VOLUME OR PORTIONS OF SPACE ENCLOSED BY THE BOUNDARIES IN THIS SURVEY SHALL BE DETERMINED BY THE BOUNDARIES SHOWN ON THE INTERIOR FOUND PLANS AND THE BOUNDARIES SHOWN ON THE EXTERIOR FOUND PLANS, BEAMS, CEILING AND FLOOR JOISTS, PARTITIONS, STAIRS, DOORS, CASES AND SPOUTS OR OTHER ARCHITECTURAL DETAILS AS TO BOUNDARIES OF THE PORTIONS OF SPACE, AND TO THE BOUNDARIES SHOWN ON THE VOLUME OR PORTIONS OF SPACE AS TO BOUNDARIES THEREOF.

## SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, HAVE BEEN AUTHORIZED TO PREPARE AND SIGN THIS SURVEYING PLAN FOR THE STATE OF FLORIDA, HEREBY CERTIFYING THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF THE LAND SHOWN AND DESCRIBED AND THAT ALL BEARINGS, ANGLES AND DISTANCES ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PURSUANT TO CHAPTER 71A.104 OF THE FLORIDA STATUTES, I ALSO HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS IN PHASE I FOR UNITS 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214 AND 215 IS SUBSTANTIALLY COMPLETE SO THAT THE MANIFESTATION TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS (EXCEPT PARKING SPACES NUMBERED 1 THROUGH 11, 12, 13, 14 AND 15) ARE NOT IN CONFLICT WITH THE PROVISIONS OF THE DECLARATION. THE CONSTRUCTION OF THE IMPROVEMENTS IN PHASE II FOR UNITS 301, 302, 303, 304, 305, 401, 402, 403, 404 AND 405 IS NOT SUBSTANTIALLY COMPLETE.

DATE OF SURVEY: 9/18/82

L. J. WELLS  
PROFESSIONAL LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 1324

## NOTES

- STORAGE LOCKERS AND PARKING SPACES ARE LIMITED COMMON ELEMENTS NUMBERED FOR EACH UNIT.
- THE MEAN HIGH WATER LINE SHOWN HEREON HAS BEEN LOCATED IN ACCORDANCE WITH PRESCRIBED METHODS OF THE FLORIDA DEPARTMENT OF NATURAL RESOURCES UTILIZING THE STATION ANNA MARIA\* OUTSIDE AND TIDE GAUGE STATION CELESTINE\* OUTSIDE. THE MEAN HIGH WATER LINE IS 1.13 FEET ABOVE MEAN SEA LEVEL (NGVD) (GULF SIDE), 1.15 FEET ABOVE MEAN SEA LEVEL (NGVD) (BAY SIDE).
- ALL BEARINGS ON THIS PLAT REFER TO AN ASSUMED MERIDIAN.
- NO. 100 SERIES DENOTES UNIT NUMBERS. (FIRST FLOOR) AND NO. 200 SERIES DENOTES UNIT NUMBERS. (SECOND FLOOR) AND NO. 300 SERIES DENOTES UNIT NUMBERS. (THIRD FLOOR) AND NO. 400 SERIES.
- ALL ELEVATIONS ARE BASED ON U.S.C. & G.S. 1929 DATUM.
- ALL BUILDING TIES ARE 90° TO THE PROPERTY, UNLESS OTHERWISE SHOWN.

ZOLLER & NAJJAR ENGINEERING, INC.  
ENGINEERS, PLANNERS AND LAND SURVEYORS  
BRADENTON, FLORIDA

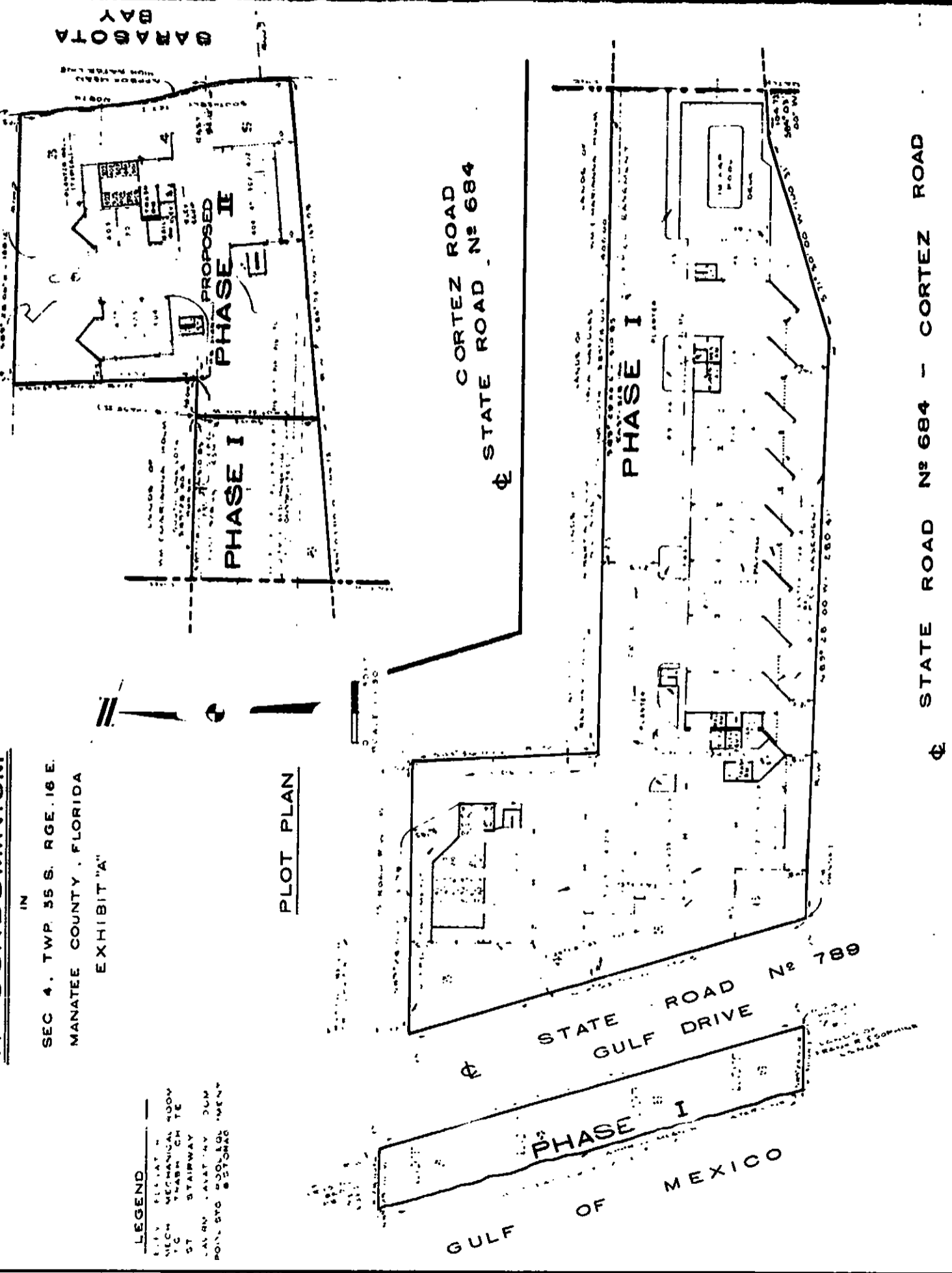
# BRIDGEPORT A CONDOMINIUM

IN  
SEC 4, TWP 35 S, RGE 16 E,  
MANATEE COUNTY, FLORIDA  
EXHIBIT "A"

CONDOMINIUM BOOK 13 PAGE 9  
SHEET 2 OF 7

- LEGEND
- ELEVATOR
  - ELECTRICAL ROOM
  - M.E.C.H. MECHANICAL ROOM
  - T.C. TRASH CHUTE
  - ST. STAIRWAY
  - C.A.S.H. CASH
  - P.O. MAIL ROOM
  - STORAGE

## PLOT PLAN



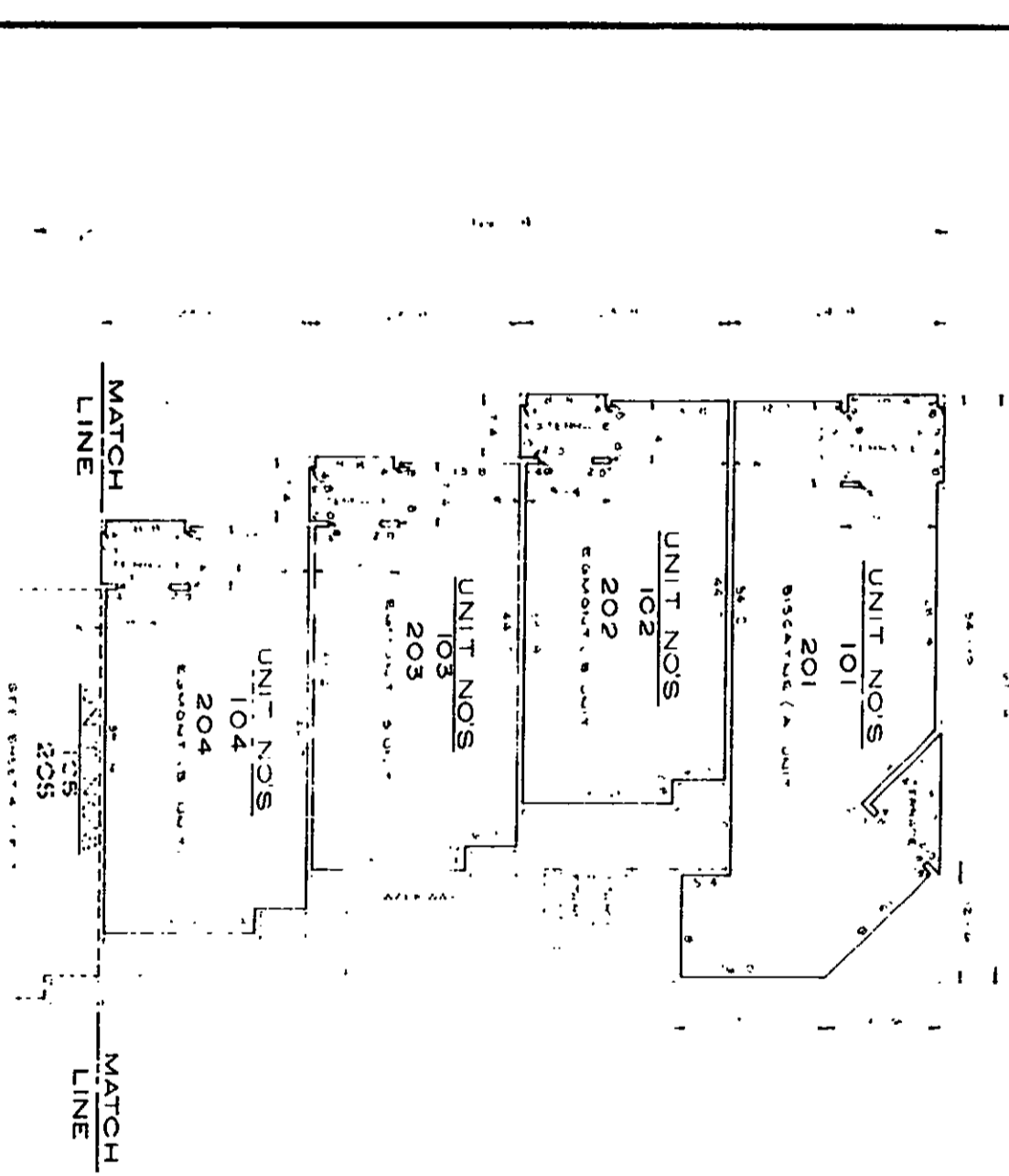
ZOLLER & NAJJAR ENGINEERING, INC.  
ENGINEERS, PLANNERS AND LAND SURVEYORS  
ORLANDO, FLORIDA

STATE ROAD NO. 684 - CORTEZ ROAD

**BRIDGEPORT**  
**A CONDOMINIUM**

IN  
SEC 4, TWP 55 S RGE 16 E  
MANATEE COUNTY, FLORIDA  
EXHIBIT "A"

O.R. 1024 PG 0680



UNIT	FLOOR	ELEVATOR	1ST FLOOR	2ND FLOOR
101, 102, 103,			14 43	
104, 105, 106,				
107, 108, 109,				
110, 111, 112,				
113, 114, 115				
301, 302			3 35	
303, 304, 305				
201, 202, 203,				
204, 205, 206,				
207, 208, 209,				23 38
210, 211, 212,				
213, 214, 215				
401, 402,				22 35
403, 404, 405				

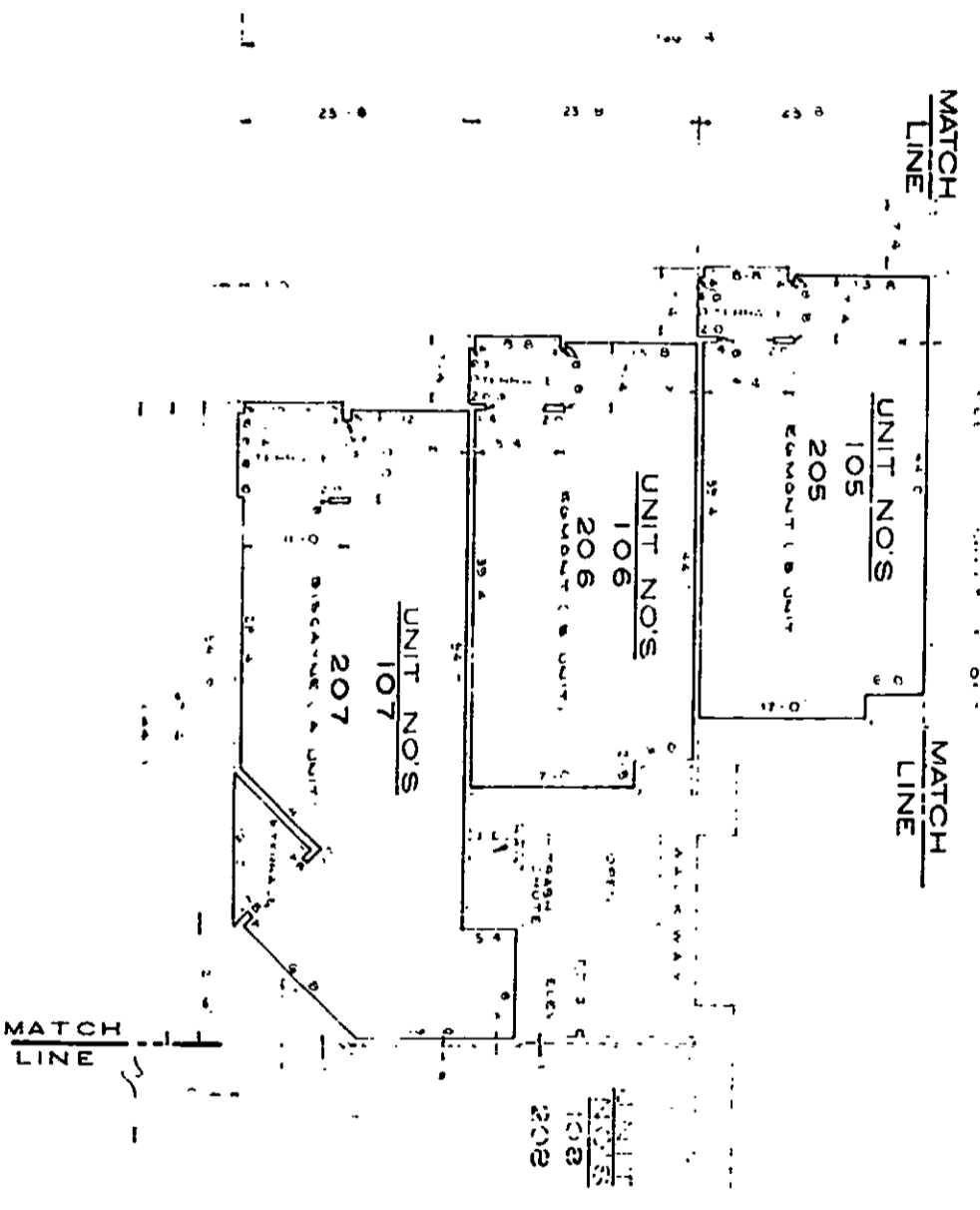
GRAPHIC DESCRIPTION  
FIRST & SECOND FLOOR PLAN

ZOLLER & NAJAR ENGINEERING, INC.  
ENGINEERS, PLANNERS AND LAND SURVEYORS  
BRADENTON, FLORIDA

**BRIDGEPORT**  
**A CONDOMINIUM**

IN  
SEC. 4, TWP. 35 S., RGE. 16 E  
MANATEE COUNTY, FLORIDA  
EXHIBIT "A"

O.R. 1024 PG 0681



**GRAPHIC DESCRIPTION**  
**FIRST & SECOND FLOOR PLAN**

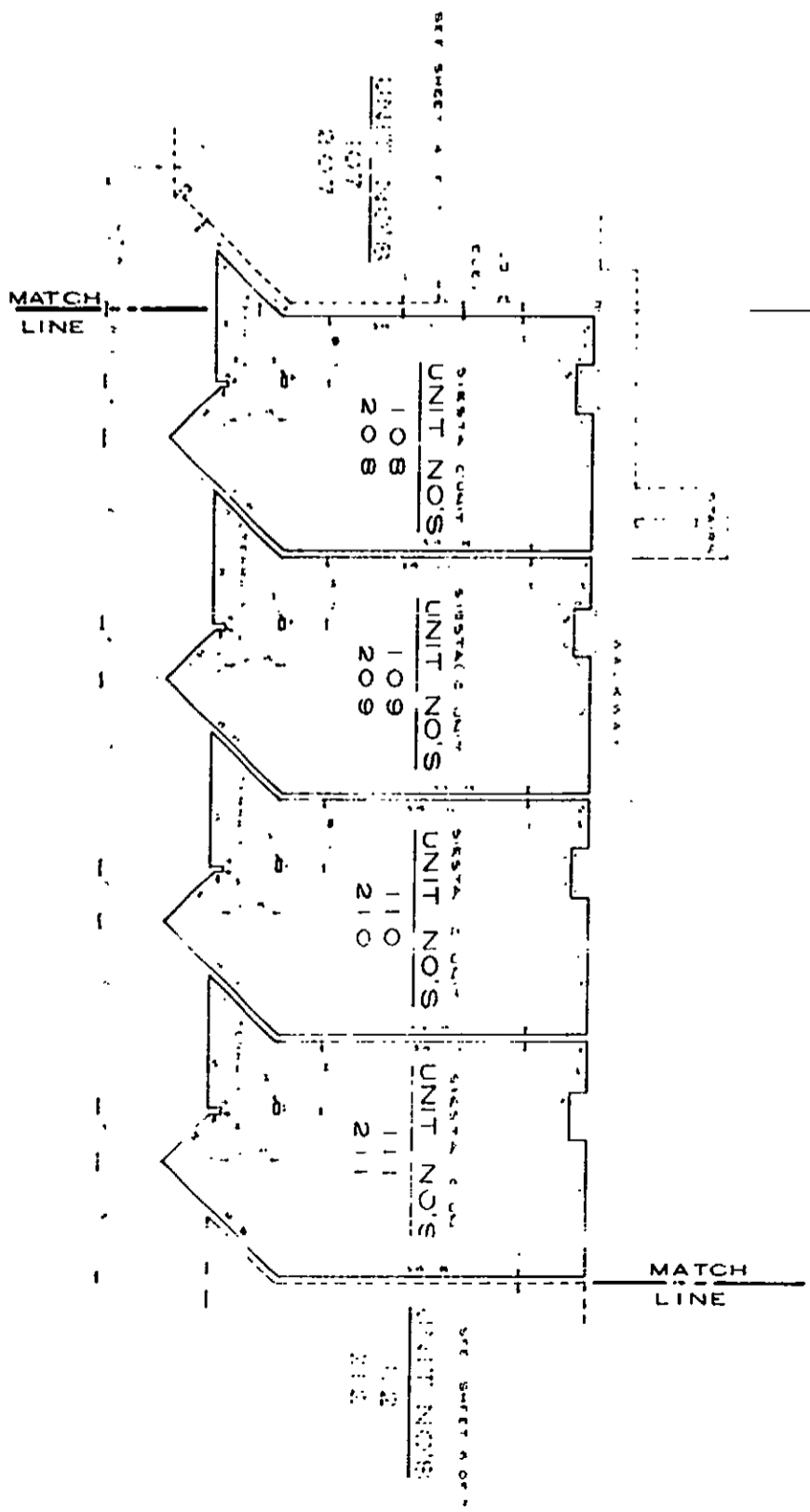
SCALE: 1/8" = 1'-0"  
0 10 FT

**ZOLLER & NAJJAR ENGINEERING, INC.**  
ENGINEERS, PLANNERS AND LAND SURVEYORS  
TAMPA, FLORIDA

# BRIDGEPORT A CONDOMINIUM

IN  
SEC 4, TWP 55 S, RGE 16 E  
MANATEE COUNTY, FLORIDA  
EXHIBIT "A"

O.R. 1024 PG 0682



GRAPHIC DESCRIPTION  
FIRST & SECOND FLOOR PLAN

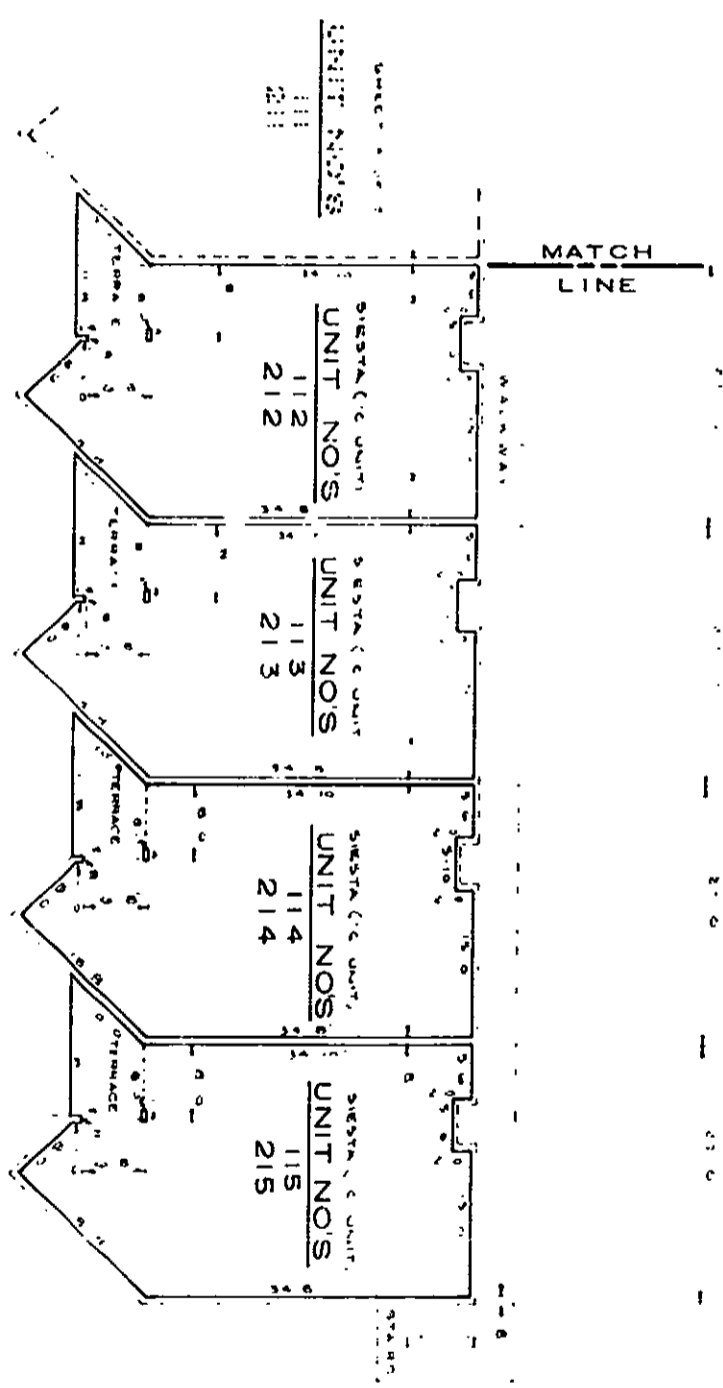
SCALE 1" = 10'  
0 10 FT

ZOLLER & NAJAR ENGINEERING, INC.  
ENGINEERS, PLANNERS AND LAND SURVEYORS  
BIRMINGHAM, ALABAMA

**BRIDGEPORT**  
**A CONDOMINIUM**

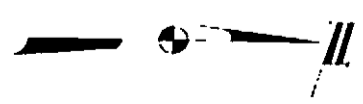
IN  
SEC 4, TWP 35 S, RGE 16 E  
MANATEE COUNTY, FLORIDA  
EXHIBIT "A"

O.R. 1024 PG 0683



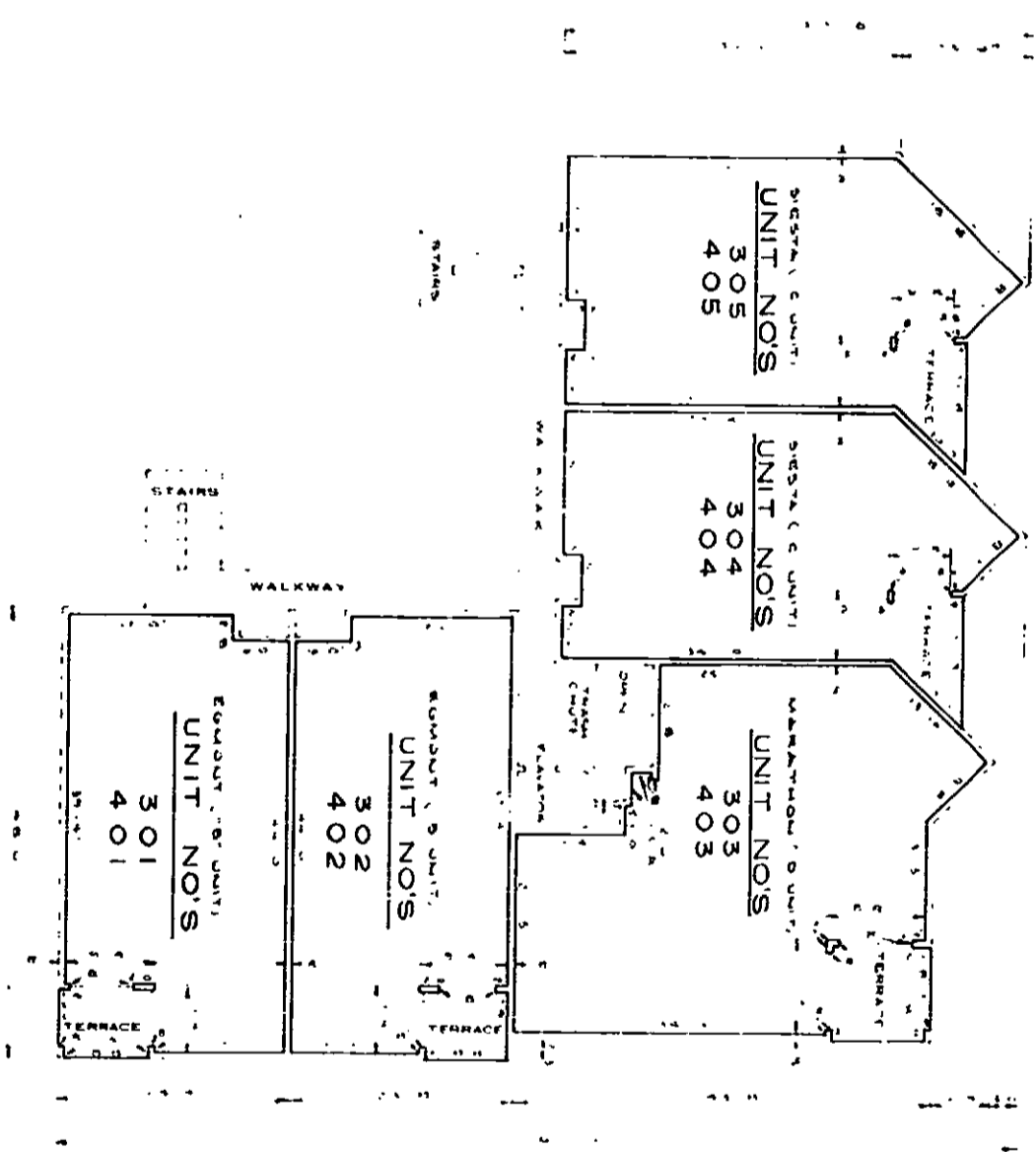
**GRAPHIC DESCRIPTION**  
**FIRST & SECOND FLOOR PLAN**

SCALE 1" = 10'  
0 10 FT



**BRIDGEPORT**  
**A CONDOMINIUM**

IN  
SEC 4, TWP. 35 S. RGE. 16 E.  
MANATEE COUNTY, FLORIDA  
EXHIBIT "A"



**GRAPHIC DESCRIPTION**  
**FIRST & SECOND FLOOR PLAN**

SCALE 1" = 10'  
0 10 FT





# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of  
BRIDGEPORT CONDOMINIUM ASSOCIATION, INC.

filed on May 27, 1981.

The Charter Number for this corporation is 758535.



CORP 104 Rev. 5-79

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
27th day of May, 1981.

George Firestone  
Secretary of State

FILED  
MAY 27 3 41 PM '81  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION  
OF  
BRIDGEPORT CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit  
under the laws of the State of Florida

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1.

Name, Address and Registered Agent

1.1) Name. The name of the corporation shall be BRIDGEPORT CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit. For convenience the corporation shall be herein referred to as the "Association".

1.2) Address of Registered Office; Name of Registered Agent. The street address of the initial registered office of the Association is 2041 Main Street, Sarasota, Florida, 33577, and the name of the Association's initial registered agent at such address is Stephen D. Rees.

ARTICLE 2.

Purpose

2.1) Purpose. The purpose for which the Association is organized is to provide an entity pursuant to Section 718.111 of the Condominium Act for the maintenance, operation and management of BRIDGEPORT, A CONDOMINIUM, (herein the "Condominium"), located in Manatee County, Florida.

2.2) Distribution of Income. The Association shall make no distribution of income to and no dividend shall be paid to its members, directors, or officers.

2.3) No Shares of Stock. The Association shall not have or issue shares of stock.

ARTICLE 3.

Powers

3.1) Common Law and Statutory Powers. The Association shall have all of the common-law and statutory powers of a corporation not for profit and the powers and duties of an association as set forth in §718.111, Florida Statutes (1979) and those set forth in the Declaration of Condominium and Bylaws, if not inconsistent with Chapter 718, Florida Statutes (1979), "Condominium Act".

3.2) Specific Powers. The Association shall have all of the powers and duties set forth in the Condominium Act of the State of Florida, including all the powers and duties reasonably necessary to maintain, manage and operate the Condominium pursuant to such Declaration of Condominium and as it may be amended from time to time, including but not limited to the following:

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

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

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

(d) To purchase insurance upon the Condominium property and insurance for the protection of the Association and its members as Unit Owners.

(e) To make and amend reasonable rules and regulations respecting the use of the property in the Condominium; provided, however, that all such rules and regulations and amendments thereto shall be approved by not less than 70% of the votes of the entire membership of the Association before the same shall become effective.

(f) To approve or disapprove the sale, transfer, lease, mortgage, occupation and ownership of Units in the Condominium.

(g) To enforce by legal means the provisions of the Condominium Act of the State of Florida, the Declaration of Condominium, these Articles of Incorporation, Bylaws of the Association and the rules and regulations for use of the property of the Condominium.

(h) To contract for the management and maintenance of the Condominium and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, execution of contracts on behalf of the Association.

(i) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

(j) To employ personnel to perform the services required for proper operation of the Condominium.

(k) To acquire or enter into (prior or subsequent to the recording of the Declaration of Condominium) agreements whereby it acquires leaseholds, memberships or other possessory or use interests in real and personal property, including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the Unit Owners, to declare expenses in connection therewith to be common expenses, and to adopt covenants and restrictions relating to the use thereof.

3.3) Assets Held in Trust. All funds and properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws of the Association.

3.4) Limitation on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws of the Association.

#### ARTICLE 4. Members

4.1) Members. The members of the Association shall consist of all of the record Owners of Units in the Condominium from time to time, and after termination of the Condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2) Change of Membership. After receiving any approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Manatee County, Florida, of a deed or other instrument establishing a change of record title to a Unit in the Condominium and the delivery to the Association of a certified copy of such instrument. The Owner designated by such instrument thereby automatically becomes a member of the Association and the membership of the prior owner is terminated.

4.3) Limitation on Transfer of Shares of Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the member's Unit.

4.4) Voting. Each Unit shall be entitled to one vote. The exact number of votes to be cast by Owners of a Unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 5.  
Directors

5.1) Developer's Right to Control Association and Board of Directors. The Developer of the Condominium, during the development and sales period of the Condominium, shall have and hereby reserves the absolute right and authority to manage and control the Association and its affairs and decisions and the exclusive right to elect or appoint all directors of the Association (who need not be Unit Owners), subject, however, to the statutory formula set out at Paragraph 5.3) hereafter which shall govern the transfer of control from the Developer to Unit Owners other than the Developer. During the period the Developer is in control of the Association, the directors shall exercise all rights, powers and privileges that would otherwise be exercisable by the members. The Developer may, at its option, at any time in writing waive its right to control the Association and turn over control to the Unit Owners, who must then accept such turnover of control.

5.2) Board of Directors and Election of Directors. The affairs of the Association shall be managed by the Board of Directors consisting of the number of Directors provided by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors, other than those elected or appointed by Developer, must be members of the Association. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Vacancies on the Board of Board of Directors shall be filled in the manner provided by the Bylaws of the Association and Directors may be removed as provided for in the Condominium Act.

5.3) First Election of Directors. The Directors herein named within these Articles shall serve until the first election of Directors by the membership. Vacancies in this first initial Board of Directors occurring before Unit Owners other than the Developer named in the Declaration of Condominium own 15% or more of the Units to be ultimately operated by this corporation shall be filled by the Developer. Within sixty (60) days after the Unit Owners other than the Developer own 15% or more of the Units within the Condominium that will be operated ultimately by this Association, Unit Owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Board of Administration of this Association at a meeting of the members of the corporation called for that purpose. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration of this Association three years after 50% of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or three (3) months after 90% of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or when all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

or when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer, in the ordinary course of business, whichever occurs first, within sixty (60) days thereafter, the Unit Owners, other than the Developer, shall elect a majority of the Directors of this Association. The Developer shall be entitled to elect at least one (1) member of the Board of Administration of this Association as long as the Developer shall hold for sale in the ordinary course of business at least 5% of the Condominium Units within the Condominium operated by the Association. Vacancies in Unit owner directorships occurring before the organizational meeting of the Unit Owners shall be filled in the same manner as hereinabove provided. For purposes of this Article, the number of Units to be operated ultimately by the Association is 40 Units, 30 Units to be existing within Phase I, and 10 additional Units to be existing within Phase II.

5.4) First Board of Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Name</u>	-	<u>Address</u>
Charles R. Chastain	-	5307 Bay State Road Palmetto, Florida 33561
James R. Simons	-	13960 Egret Lane Clearwater, Florida 33520
Meredith Hannon	-	4853 Independence Drive Bradenton, Florida 33507

5.5) Organizational Meeting. The operation, administration and control of this Association and the Condominium shall be turned over to the members at the organizational meeting of the members to be held at the time as prescribed by law hereinabove within Paragraph 5.3). Notice of the organizational meeting shall be given by the Secretary of the Association not less than thirty (30) days and not more than forty (40) days before the meeting. The meeting shall be conducted by the President or Vice President. Member Directors shall be elected at that meeting. Immediately following the organizational meeting of the membership the newly elected Board of Directors shall convene to elect officers. Until the time set forth within the Bylaws following this organizational meeting, no annual meeting of the membership shall be held.

#### ARTICLE 6. Officers

6.1) Officers. The affairs of the Association shall be administered by a President, one (1) or more Vice Presidents, a Secretary and a Treasurer and such other officers as may be designated in the Bylaws of the Association. The officers shall be elected by the Board of Directors at its annual meeting which shall immediately follow the annual meeting of the members of the corporation and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated and elected by the Board of Directors are as follows:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Charles R. Chastain	President	5307 Bay State Road Palmetto, Florida 33561
James R. Simons	Vice-President/ Treasurer	13960 Egret Lane Clearwater, Florida 33520
Meredith Hannon	Secretary	4853 Independence Drive Bradenton, Florida 33507

Both Directors and officers may lawfully and properly exercise the powers set forth in Article 3, particularly those set forth in Sections 3.2)(h), (i), (j) and (k), notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of agreements executed pursuant to such powers are some or all of the persons with whom the corporation enters into such agreements or own some or all of the proprietary interests in the entity or entities with whom the Association enters into such agreements. Disclosure of such agreements by setting forth the same within the Declaration of Condominium as initially declared or subsequently redeclared or amended shall stand as an absolute confirmation of such agreements and the valid exercise by the Directors and officers of this corporation of the powers pertinent thereto.

#### ARTICLE 7. Indemnification

7.1) Indemnification. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of 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 when the Director or officer is adjudged guilty of willful misfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

7.2) Exculpation. This Association has been formed by officers, directors and/or nominees of the Developer named within the Declaration of Condominium. No contract or other transaction between this Association and the Developer or other person or corporation shall be void or voidable because the Developer or its officers, directors and/or nominees are financially interested in either this Association or the other party to the contract or transaction or both.

ARTICLE 8.  
Bylaws

8.1) Bylaws. The Bylaws of the Association may be altered, amended or repealed by the members in the manner provided by the Bylaws.

ARTICLE 9.  
Amendments

9.1) Amendments. Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by a majority of the members of the Association. Such approval must be by 75% of the voting rights of the entire membership of the Association present at such meeting.

9.2) Limitation on Amendments. No amendment shall make any changes in the qualifications for membership, the voting rights of members, nor any change in Sections 2.1), 2.2) or 2.3) of Article 2, Section 3.3) of Article 3, Section 5.1) of Article 5, or Section 9.1) of Article 9, without approval in writing by all members and the joinder of all record Owners of mortgages upon the Condominium Units. No amendment shall be made that shall be in conflict with the Condominium Act of the State of Florida or the Declaration.

9.3) Certification. A copy of each amendment to these Articles shall be certified by the Secretary of State and be recorded in the Public Records of Manatee County, Florida, as an amendment to the Declaration pursuant to the requirements contained therein for amendment of the Declaration.

9.4) Limitation on Right of Members to Amend. Notwithstanding anything herein contained to the contrary, until the first election of directors by the members, amendments to these Articles of Incorporation may be proposed and adopted only by the unanimous action of the initial Board of Directors named within these Articles or their duly appointed substitutes.

ARTICLE 10.  
Term

10.1) Term. The term of the Association shall be perpetual unless the Condominium is terminated pursuant to the provisions of the Declaration and in the event of such termination, the corporation shall be dissolved in accordance with the laws of the State of Florida.



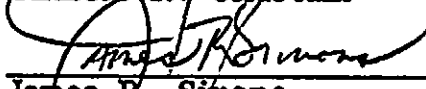
**ARTICLE 11.**  
**Subscribers (Incorporators)**

11.1) **Names and Addresses.** The names and residence addresses of the subscribers (incorporators) of these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
Charles R. Chastain	5307 Bay State Road Palmetto, Florida 33561
James R. Simons	13960 Egret Lane Clearwater, Florida 33520
Meredith Hannon	4853 Independence Drive Bradenton, Florida 33507

IN WITNESS WHEREOF, the subscribers (incorporators), have hereunto affixed their signatures on this 22nd day of May, 1981.

  
\_\_\_\_\_  
Charles R. Chastain

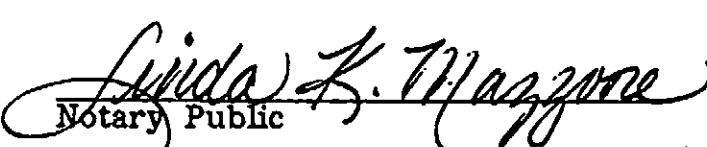
  
\_\_\_\_\_  
James R. Simons

  
\_\_\_\_\_  
Meredith Hannon

STATE OF FLORIDA  
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared CHARLES R. CHASTAIN, JAMES R. SIMONS and MEREDITH HANNON to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same as their free act and deed for the purposes therein set forth.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of May, 1981.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires April 24, 1983  
Bonded by Aetna Casualty & Surety Co.

O.R. 1024 PG 0693

FILED  
MAY 27 3 41 PM '81  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

CERTIFICATE DESIGNATING REGISTERED OFFICE, PLACE OF BUSINESS  
OR DOMICILE FOR SERVICE OF PROCESS WITHIN FLORIDA AND,  
NAMING REGISTERED AGENT ON WHOM PROCESS MAY BE SERVED

BRIDGEPORT CONDOMINIUM ASSOCIATION, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at 2041 Main Street, City of Sarasota, State of Florida, has named STEPHEN D. REES, located at 2041 Main Street, City of Sarasota, State of Florida, as its registered agent to accept service of process within Florida.

BRIDGEPORT CONDOMINIUM  
ASSOCIATION, INC.

By:   
Its President

Date: May 22, 1981

Having been named registered agent to accept service of process for this corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

  
Stephen D. Rees, Registered Agent

Date: May 22, 1981

O.R. 1024 PG 0694

BYLAWS  
OF  
BRIDGEPORT CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit  
under the laws of the State of Florida

1. Identity. These are the Bylaws of BRIDGEPORT CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida (herein called the "Association"), the Articles of Incorporation of which were filed in the office of the Secretary of State of the State of Florida on May 27, 1981. The Association has been organized pursuant to Section 718.111 of the Condominium Act for the maintenance, operation and management of BRIDGEPORT, A CONDOMINIUM (herein called the "Condominium"), located in the County of Manatee, State of Florida.

1.1 The office of the Association shall be at 2041 Main Street, Sarasota, Florida.

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

1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

1.4 As used herein, "Association" means the corporation named within the title to these Bylaws; "Corporate" refers to the within named "Association"; "Member or Members" means the owner or owners of units within the Condominium but as respects voting means only the person entitled to cast the vote attributable to Unit ownership; "Board of Administration or Administrator" means that or those of this Association; "Declaration" means the Declaration of Condominium of this Condominium; "Articles of Incorporation" means of the within named Association.

1.5 Except as otherwise provided within the documents, if there be a conflict among the provisions of the following documents, the provisions of the documents shall prevail in the following order: Declaration, Articles of Incorporation, these Bylaws, and Rules and Regulations promulgated and adopted by the Board of Administration.

EXHIBIT "C"

O.R. 1024 PG 0695

## 2. Member's meetings.

2.1 The annual members' meeting shall be held at the office of the corporation (or other place in Manatee County designated by the Board of Directors) at 9:00 A.M. on the last Saturday in March of each year for the purpose of electing administrators and conduct of business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday. The members shall meet at least once in each calendar year. However, no annual meeting of the membership shall be held until the time specified within the Articles of Incorporation of this Association.

2.2 Special members' meetings 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 entitled to cast two-thirds (2/3rds) of the votes of the entire membership. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ten percent (10%) of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners, which notice must state the purpose of the meeting.

2.3 Notice of all members' meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. In addition, a notice of each meeting of the membership shall be posted at a conspicuous place on the Condominium property at least fourteen (14) days prior to each meeting of the members. The notice of the annual meeting of the members must be sent by mail to each Unit Owner and the post office certificate retained as proof of such mailing unless the particular Unit Owner has waived in writing the right to receive the notice of the annual meeting by mail. If a Unit is transferred after the notice is given by the Association, the transferee need not be notified. Attendance at any meeting, annual or special, by a member constitutes a waiver of notice unless at the beginning of the meeting he objects to it because it is not legally called. Notice may be waived before, at or after a meeting, whether annual or special, and Unit Owners may take action by written agreement without meetings if allowed by these Bylaws, the Declaration of Condominium, or any Florida Statute.

2.4 The record date on which members who were entitled to notice of a meeting are determined is three (3) days prior to date the first notices are mailed or hand delivered.

2.5 A quorum at members' meetings shall consist of the owners of a majority of the units of the entire condominium. All decisions at a members' meeting shall be made by a majority of the units represented at a meeting at which a quorum is present, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws. If a quorum be established, the subsequent

withdrawal of members that reduces the number below that originally required for determination of quorum shall not affect the validity of any action thereafter taken at the meeting or any adjournment of it.

#### 2.6 Voting.

a. In any meeting of members the owners of units in the condominium shall be entitled to cast one vote for each Unit, unless the decision to be made is elsewhere required to be determined in another manner.

b. If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the Unit (who shall be one of the record owners) shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association at least three (3) days prior to the particular meeting. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit (who shall be one of the current officers or directors of the corporation) shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association at least three (3) days prior to the particular meeting. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any owner of a Unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.7 Proxies. Votes may be cast in person or by proxy. Any person who has reached his majority may be named a proxy. A person named as a proxy need not be a Unit Owner. A proxy may be made by any person entitled to vote and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it. Each proxy shall specifically set forth the name of the person voting by proxy, and the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, shall set forth those items which the holder of the proxy may vote, and the manner in which the vote is cast.

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

2.9 The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- a. Election of chairman of the meeting

- b. Calling of the roll and certifying of proxies
- c. Proof of notice of meeting or waiver of notice
- d. Reading and disposal of any unapproved minutes
- e. Reports of officers
- f. Reports of committees
- g. Election of inspectors of election
- h. Election of directors
- i. Unfinished business
- j. New business
- k. Adjournment

2.10 Waiver of Notice. The members may waive notice of any specific members' meeting in writing or orally before or after any meeting. The members may also act by written agreement without meeting.

2.11 Proviso. PROVIDED, however, that until the Developer of the Condominium, Bridgeport Partnership, a Florida General Partnership, has terminated its control of the Association and the Condominium in accordance with the provisions of Article 5.1 of the Articles of Incorporation, the proceedings of all meetings of members of the Association shall have no force or effect unless approved by the initial Board of Directors, except as otherwise specifically required by the Florida Condominium Act.

2.12 Minutes. Minutes of each annual and any special members' meeting shall be kept in a businesslike manner by the Secretary of the Association and shall be available for inspection by Unit Owners and members of the Board of Administration at all reasonable times upon reasonable advance notice to the Secretary.

### 3. Board of Administration: Members and Duties.

3.1 Board of Administration. The affairs of the Association shall be managed by a Board of Administrators.

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

3.3 Qualifications. All administrators shall be Unit Owners, co-owners or officers of corporate owners and be at least eighteen (18) years of age, except those Administrators elected or appointed by the Developer pursuant to Article 5.1 of the Articles of Incorporation.

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

a. Prior to the organizational meeting prescribed in Article 5.5 of the Articles of Incorporation, administrators shall be chosen as prescribed within the Articles of Incorporation.

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. Administrators may be removed with or without cause by the vote or agreement in writing of a majority of all Unit Owners.

c. A nominating committee of at least three (3) members shall be appointed by the Board of Administrators not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each administrator then serving whose term is expiring. Nominations for additional administratorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

d. The election shall be by a ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

e. Except as to vacancies provided by removal of administrators by members, vacancies in the Board of Administrators occurring between annual meetings of members shall be filled by the remaining administrators.

f. Subject to the provisions of §718.301, Florida Statutes, any administrator may be removed with or without cause by the vote or agreement in writing by a majority of all Unit Owners. The vacancy in the Board of Administrators so created shall be filled by the members of the Association at the same meeting.

g. Provided, however, that until the Developer of the Condominium, Bridgeport Partnership, a Florida General Partnership, has terminated its control of the Association and the Condominium in accordance with the provisions of Article 5.1 of the Articles of Incorporation, the first administrators of the Association shall serve. In the event of vacancies, the Developer (or if it fails to do so, the remaining administrators) shall fill the vacancies, and if there are no remaining administrators, the vacancies shall be filled by the Developer, except as may be otherwise specifically provided by the Florida Condominium Act. The transfer of control of the Association from the Developer to the members shall be as provided in the Declaration of Condominium.

3.5 The organizational meeting of a newly-elected Board of Administrators shall be held within ten (10) days after their election at such place and time as shall be fixed by the administrators at the meeting at which they were elected.

3.6 Regular meetings of the Board of Administrators may be held at such time and place as shall be determined, from time to time, by a majority of the administrators. Notice of regular meetings (except for any such meeting at which the adoption of the annual budget is to be considered) shall be given to each administrator, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

3.7 Special meetings of the administrators may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the administrators. Notice of special meetings (except for any such meeting at which the adoption of the annual budget is to be considered and except for an emergency) shall be given personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

3.8 Administrators' Meetings Open. All meetings of the Board of Administrators shall be open to all Unit Owners.

3.9 Notice to Unit Owners. Notices of all meetings of the Board of Administrators bearing the legend "To The Attention of All Unit Owners" shall also be posted conspicuously on the Condominium property forty-eight (48) hours in advance, except in an emergency.

3.10 Meeting to Adopt Annual Budget. The members must be given written notice of the time and place of the meeting at which the Board of Administrators will consider the annual budget. A copy of the proposed annual budget of common expenses and proposed assessments must be mailed to the members not less than thirty (30) days prior to such meeting, together with the written notice of such meeting. The meeting shall be open to the Unit Owners.

3.11 Waiver of Notice. Any administrator may waive the notice of a meeting to which he is entitled before or after the meeting and such waiver shall be deemed equivalent to the giving of notice to such administrator.

3.12 A quorum at administrators' meetings shall consist of a majority of the entire Board of Administrators. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Administrators, except when approval by a greater number of administrators is required by the Condominium Act, the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

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

3.14 Joinder in Meeting by Approval of Minutes. A member of the Board of Administration may join by written concurrence in any action taken at a meeting of the Board but such concurrence may not be used for the purposes of creating a quorum.

3.15 The presiding officer of administrators' meetings shall be the Chairman of the Board, if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the administrators present shall designate one of their number to preside.



3.16 The order of business at administrators' meetings shall be:

- a. Calling of roll
- b. Proof of due notice of meeting
- c. Reading and disposal of any unapproved minutes
- d. Reports of officers and committees
- e. Election of officers
- f. Unfinished business
- g. New business
- h. Adjournment

3.17 Administrators' compensation, if any, shall be determined by the members.

3.18 Committees. The Board of Administrators by resolution adopted by a majority of the full Board may designate from among its members an executive committee, and one or more other committees, whose exercise of power shall be subject to the prior and subsequent approval of the Board of Administrators. The Board of Administrators may delegate to the executive committee such powers as it deems proper, except as prohibited by Florida Statutes, §607.127 (a-f) and the Board may designate one or more members as alternate members of any such committee who may act in the place and stead of any absent member or members at any meeting of such committee.

3.19 Regulations. The Board of Administrators may adopt, amend and rescind Rules and Regulations to govern the operation and use of the Condominium, its property, the common elements and any lease, recreational or other common facility. The Rules and Regulations shall be uniform and shall not conflict with the Declaration, Articles of Incorporation or these Bylaws.

4. Powers and Duties of the Board of Administrators. All of the powers and duties of the Association existing under the Condominium Act, the Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Administrators, its agents, contractors or employees subject only to approval by Unit Owners when such is specifically required. The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by the Articles of Incorporation, the Declaration of Condominium and these Bylaws, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the powers as set forth in the Articles of Incorporation.

5. Officers.

5.1 The executive officers of the Association shall be a President, who shall be an administrator, a Vice President, who shall be an administrator, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Administrators and shall serve at the pleasure of the Board of Administrators. Any person may hold two or more offices, except that the President shall not be also the Secretary or an Assistant Secretary. The Board of Administrators from time to time shall elect such other

officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association, and shall be an ex officio member of all such standing committees except any nominating committee. He shall have all of the powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

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

5.4 The Secretary shall keep the minutes of all proceedings of the administrators and the members. He shall attend to the giving and serving of all notices to the members and administrators and other notices required by law. He shall have custody of the seal of the Association and affix it 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 an association and as may be required by the Administrators or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

5.6 The compensation, if any, of all officers and the compensation of all employees of the Association shall be fixed by the Administrators. The provision that Administrators' fees shall be determined by members shall not preclude the Board of Administrators from employing an Administrator as an employee of the Association, nor preclude the contracting with an Administrator Director for the management of the Condominium.

5.7 All officers serve at the pleasure of the Board of Administrators. Any officer may be removed by a majority vote of the Administrators at a special meeting called for that purpose.

5.8 A vacancy in office shall be filled by the Board of Administrators as soon as is practicable following the creation of the vacancy.

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:

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

a. Current expense, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

b. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

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

d. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

6.2 Annual Budget. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, in addition to those set forth in preceding subparagraph 6.1, if applicable, including, but not limited to, those expenses listed in §718.504(20). The Board of Administrators shall adopt a budget or the Board may propose a budget to the Unit Owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the Unit Owners at the meeting or by a majority of all Unit Owners in writing, the budget shall be adopted. The budget for each calendar year shall include the estimated funds required to defray the anticipated current common operating expenses and unpaid operating expenses previously incurred and to provide and maintain funds for the foregoing reserves according to good accounting practices.

a. Provided, however, that until the Developer of the Condominium, Bridgeport Partnership, a Florida General Partnership, has terminated its control of the Condominium and the Association in accordance with Article 5.1 of the Articles of Incorporation, the Board of Administrators may omit from the budget all allowances for contingencies and reserves.

b. If the budget is amended after adoption, a copy of the amended budget shall be furnished to each member.

c. Excessive Budget. Where the annual budget for common expenses requires assessment against the Unit Owners in any fiscal or calendar year exceeding 115% of such assessment for the previous year, the Board of Administrators, upon written application of at least ten percent (10%) of the Unit Owners, shall call a special meeting of the Unit Owners within thirty (30) days from receipt of such application upon not less than ten (10) days' written notice to each Unit Owner. At the special meeting the Unit Owners shall consider and adopt a budget. The budget shall be adopted by a vote of not less than a majority of the Unit Owners.

6.3 Assessments. The Board of Administration shall assess members for their shares of the total budget within thirty (30) days after the budget is approved and adopted. If an assessment is not made as required herein, an assessment in the amount of the last prior assessment shall continue in force until changed by an amended assessment. Assessments against the members for their proportionate shares of the total annual budget shall be made by the Board of Administration in equal monthly installments on the first day of each month beginning on the first month of the fiscal year. The unpaid assessment for the remaining part of the fiscal year when an amended assessment is made, shall be increased or decreased, as the case may be, and paid in equal monthly installments for the remaining months of the fiscal year. Notice of the amount of the assessment of a member shall be mailed or delivered promptly to the member at the address shown on the records of the Association. Payment is due from the member whether or not notice is received. The association may require its members to maintain security deposits to pay future assessments in an amount not exceeding two (2) monthly installments.

6.4 Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the monthly assessments for common expenses shall be made only after notice of the need for such proposed assessment is given to the Unit Owners. After such notice and upon approval in writing by persons entitled to cast at least one-half ( $\frac{1}{2}$ ) of the votes of the Unit Owners concerned, the assessment shall become effective and it shall be due and payable at such time and in such manner as the Board of Administrators of the Association may require in the notice of such assessment.

6.5 Extraordinary Assessments. If the Association shall be required to perform any maintenance, repairs or replacement work on any Unit for which an individual Owner or Owners are financially responsible hereunder, the Association may proceed to make an extraordinary assessment against such Unit and the Owner or Owners thereof for the cost of the work performed to recover the actual amounts expended by the Association in making or causing to be made such repair, maintenance or replacement work plus, in the event such work was attributable to any of the acts specified within Paragraph 6.3 of the Declaration of Condominium, an amount, to be determined by the Board of Administration not to exceed twenty-five percent (25%) of the total amount thereof to cover overhead and administrative costs of the Association. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the property owned or managed by the Association. When less than all of the Owners are responsible for the existence of any such lien, the Owners responsible shall be jointly and severally liable for any payment necessary to discharge the same and for all costs and expenses, including reasonable attorneys' fees, incurred by reason of such lien and the Association may impose an extraordinary assessment. The Association may also make an extraordinary assessment against an Owner and his Unit to recover any amount paid by the Association for which an extraordinary assessment may be levied as provided within the Declaration or these Bylaws.

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, 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. 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 \$3,000 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 co-mingled with any of the Association's other funds.

6.7 Excess Assessments. Each year at the annual Owner's meeting or at a special meeting called for such purpose, the members shall determine whether to return to themselves any excess assessments (other than extraordinary assessments) not actually used in the managing, operating and maintaining of or the creation of reserves for BRIDGEPORT or to have the excess applied against expenses for the following year. In the event such excess is determined to be returned to the Owners, it shall be allocated pursuant to the percentage in the common surplus held by each Unit.

6.8 Collection. Assessments and installments on them not paid when due shall bear interest at ten percent (10%) per annum from the due date until paid. The Association has a lien on each Condominium Unit for any unpaid assessments with the above interest and as provided by the Declaration, reasonable attorneys' fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien shall be effective from and after recording a claim of lien in the Public Records in the County in which the Condominium Unit is located stating the description of the Condominium parcel, the name of the record Owner, the amount due and the due date. This lien shall be in effect until all sums secured by it have been fully paid or until barred by the statute of limitations. Claim of Lien shall be signed and acknowledged by an officer or agent of the Association and upon payment the person making the payment shall be delivered a satisfaction of the lien.

The Association may bring an action in its name to foreclose a lien for assessments unpaid in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. If a member shall fail to pay any assessment, or part of it, when due, the Association through its Treasurer, shall mail a notice of default to the member, certified or registered mail, return receipt requested, or by delivery of a true copy of it to the Unit Owner, which notice shall state the intent of the Association to foreclose its lien to collect the unpaid assessments. The Association shall proceed thirty (30) days following delivery of this notice and non-payment by the Unit Owner to file a foreclosure

action and may apply therein to the court for the Unit Owner to pay a reasonable rental for the Condominium Unit and if granted the Association shall be entitled to the appointment of a receiver to collect the same. The Association may bid on the Condominium Unit at foreclosure sale and may acquire and hold, lease, mortgage and convey the same.

6.9 The depository of the Association shall be in such bank or banks as shall be designated from time to time by the Board of Administrators and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the administrators.

6.10 An annual audit of the accounts of the Association shall be made by a certified public accountant, if requested by at least a majority of the Unit Owners, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is requested and made.

6.11 Fidelity bonds shall be required by the Board of Administrators from all Administrators or officers handling or responsible for Association funds. The amount of such bonds shall be determined by the Administrators. The premiums on such bonds shall be paid by the Association.

6.12 Assessment Certificate. An Owner of or mortgagee or lien holder on, any Unit within the Condominium may require the Association to furnish a certificate showing the amount of unpaid assessments against the Unit. Any person other than the Owner who relies upon the certificate shall be protected by it.

6.13 The Association shall maintain accounting records according to good accounting practices which shall be open to the inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives. Such records shall include but not be limited to: (a) a record of all receipts and expenditures; and (b) an account for each Unit which shall designate the name and address of the Unit Owner, the amount of each assessment, the date and amounts in which the assessments come due, the amount paid upon the account, and the balance due; and (c) a membership list will be made available, excluding those members who have expressed their unwillingness to be so included thereon.

7. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation, or these Bylaws.

8. Amendments. These Bylaws may be amended in the following manner:

8.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

8.2 A resolution adopting a proposed amendment may be proposed by either the Board of Administrators of the Association or by the members of the Association. Administrators and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

a. not less than 70% of the votes of the entire membership of the Association; or

b. until the first election of Administrators, by all of the members of the first Board of Administrators.

8.3 Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units unless the Unit Owners so affected shall consent and no amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. Provided further, that no amendment shall be made to Sections 2.11, 3.4(g), or 6.2(a), without the written approval of the Developer of the Condominium.

8.4 Limitation on Amendments. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with a hyphen. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation shall be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaws. See Bylaw \_\_\_\_\_ for present text." Non-material errors or omissions in the Bylaw amendment process shall not invalidate an otherwise properly promulgated amendment.

8.5 Execution and Recording. No amendment to the Bylaws shall be valid unless set forth in or annexed to a recorded amendment to the Declaration. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the appropriate officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and amendment are recorded in the Public Records of Manatee County, Florida.

9. Minutes. Minutes of all meetings of the members and all meetings of the Board of Administrators shall be kept in a book and shall be available for inspection by Unit Owners and Board members and their authorized representatives at all reasonable times. All minutes shall be retained for a period of not less than seven (7) years.

10. Rules and Regulations. The Association may adopt reasonable rules and regulations to be uniformly applied to all members, governing the details of

the operation and use of the common elements. Except for the initial rules and regulations which may be adopted by the first Board of Administrators, such rules and regulations may be adopted, amended or rescinded only at any regular or special meeting of the members by a vote of at least 70% of the entire membership.

11. Association May Acquire and Enter Into Agreements. Subsequent to the recording of the Declaration of Condominium, the Association may acquire or enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interest in real and personal property, including but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the Condominium, for the enjoyment, recreation or other use or benefit of the members; and the expense of rental, membership fees, operations, replacements and other undertakings in connection therewith shall be part of the common expenses. The Board of Administrators of the Association may adopt covenants and restrictions relating to the use of such facilities.

12. Indemnification. The Association may indemnify those persons as set out within Article 7.1 of the Articles of Incorporation. The corporation shall purchase and maintain insurance against liability for all Administrators, officers, employees and agents of the corporation even if the corporation could not indemnify him under the Article 7.1 provisions or under statutory law.

13. Litigation: Notice. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners and they shall have the right to intervene and defend.

14. Transfer Fee. If the transfer, lease, sale, or sublease of Units is subject to approval, no fee shall be charged in connection with a transfer, sale, or approval in excess of the expenditures reasonably required for the transfer or sale, and this expense shall not exceed \$50. No charge shall be made in connection with an extension or renewal of the lease.

15. Notice of Meeting Where Assessment to be Considered. Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

16. Reserve Accounts to be Established Within Annual Budget. In addition to annual operating expenses, the annual budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and replacement costs of each reserve item. This requirement shall not apply to those budgets for any calendar year in which the members of the Association have by a vote of the majority of the members present at a duly called meeting of the Association determined for a fiscal year to provide no reserve or reserves less adequate than required herein.



The foregoing were adopted as the Bylaws of BRIDGEPORT CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the first Board of Administrators on May 22, 1981.



\_\_\_\_\_  
President and Director

Attest:

Meredith Haxnan  
Secretary and Director

FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF BRIDGEPORT, A CONDOMINIUM

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF BRIDGEPORT,  
A CONDOMINIUM, made this \_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_, by  
Bridgeport Partnership, a Florida general partnership, hereinafter  
referred to as "Developer"

WITNESSETH:

WHEREAS, Developer has heretofore executed a Declaration of Condo-  
minium dated \_\_\_\_\_, 19\_\_\_\_, recorded at O.R. Book \_\_\_\_\_,  
Pages \_\_\_\_\_, both inclusive, of the Public Records of Manatee  
County, Florida, and recorded a Plat attached thereto as Exhibit "A"  
separately at Condominium Book \_\_\_\_\_, Pages \_\_\_\_\_, both inclusive,  
of the Public Records of Manatee County, Florida;

WHEREAS, Developer is the present owner of the real property described  
within said Exhibit "A" attached thereto more particularly identified therein  
as Phase II;

WHEREAS, pursuant to Article 22 of the Declaration of Condominium,  
Developer has determined to add now Phase II to this Condominium by its  
execution and filing for recording of this First Amendment hereby submitting  
the real property described within the present recorded Condominium Plat as  
Phase II;

WHEREAS, Developer has filed simultaneously herewith at Condominium  
Book \_\_\_\_\_, Pages \_\_\_\_\_ thru \_\_\_\_\_, both inclusive, in the Public Records  
of Manatee County, Florida, an Amended Condominium Plat being a survey,  
plat plan and floor plans depicting the boundaries of Phase II, the location  
and dimensions of the improvements thereon, the units and common elements  
and limited common elements therein, a copy thereof being attached and  
incorporated herein as Exhibit "A" hereto.

NOW, THEREFORE, pursuant to Article 22 of the Declaration of Condo-  
minium, Developer hereby amends the Declaration of Condominium and condo-  
minium plat as follows:

1. LEGAL DESCRIPTION OF REAL PROPERTY SUBMITTED  
TO CONDOMINIUM AS PHASE II OF BRIDGEPORT

Developer, pursuant to the Declaration, Article 22, and pursuant to  
Chapter 718, §403(6), Florida Statutes (1979), herewith for itself,

its successors, assigns and grantees herewith submits the real property legally described within Exhibit "A" hereto as Phase II of Bridgeport, a Condominium, to condominium ownership, subject to all the restrictions, reservations, limitations, easements, conditions, covenants and agreements set forth or referenced within the Declaration of Condominium.

2. SURVEY, PLAT PLAN AND FLOOR PLANS

Exhibit "A" hereto is a survey of the real property hereby submitted as Phase II, a graphic description and plat plan locating the improvements thereon to be constructed, identifying the number of buildings, number of units and number of each type of unit within such buildings, the common and limited common elements, their respective locations and dimensions.

3. VALIDITY OF DECLARATION

This Amendment shall take effect at the time it is recorded in the Public Records of Manatee County, Florida, simultaneously with the filing of the Condominium Plat attached hereto as Exhibit "A" and the Condominium Plat heretofore recorded is hereby deemed to be amended to include the plat plan filed simultaneously herewith. The definitions of "condominium", "land", "common elements", "limited common elements", set forth within the Declaration are automatically hereby deemed amended to conform to the provisions of this First Amendment and the state of facts set forth in the Phase II Plat Plan and all other definitions within the Declaration shall also be deemed amended to conform to this First Amendment and the attached and incorporated Plat Plan, including without limitation, the definitions of "unit", "unit owner", "mortgagee" and "improvements". Except as specifically amended herein, all other provisions of the Declaration shall remain in full force and effect as originally executed, and the Declaration as specifically amended by this First Amendment is hereby reaffirmed and ratified.

IN WITNESS WHEREOF, Developer has executed this First Amendment to Declaration of Condominium of Bridgeport, a Condominium, the day and year first above written.

Witnesses:

BRIDGEPORT PARTNERSHIP, a Florida  
General Partnership

By: DAWN DEVELOPMENT CORPORATION  
OF BRADENTON

.....  
\_\_\_\_\_  
.....  
\_\_\_\_\_

By: .....  
Charles R. Chastain, President

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this \_\_\_\_ day  
of ....., 1981, by CHARLES R. CHASTAIN, President of DAWN  
DEVELOPMENT CORPORATION OF BRADENTON, a general partner of BRIDGEPORT  
PARTNERSHIP, a Florida General Partnership, on behalf of the partnership.

.....  
\_\_\_\_\_  
Notary Public

My Commission Expires:

8 4 1 9 8 8

FILED AND RECORDED  
R.B. SHORE, CLERK  
MANATEE CNTY. FLA.

MAR 24 11 46 AM '82