

Prepared by and Return to:  
Jeremy V. Anderson, Esq.  
Lobeck & Hanson, P.A.  
2033 Main Street, Suite 403  
Sarasota, Florida 34237

**CERTIFICATE OF AMENDMENTS**

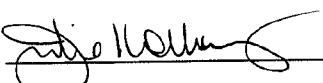
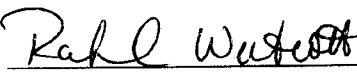
**DECLARATION OF CONDOMINIUM  
FOR  
BRIDGEPORT, A CONDOMINIUM  
AND THE  
BLAWS AND ARTICLES OF INCORPORATION  
OF  
BRIDGEPORT CONDOMINIUM ASSOCIATION, INC.**

We hereby certify that the attached amendments to the Declaration of Condominium for Bridgeport, A Condominium, and the Bylaws and Articles of Incorporation for Bridgeport Condominium Association, Inc., (which Declaration was originally recorded at Official Records Book 1024 at Page 0637 et seq. of the Public Records of Manatee County, Florida) were approved at a meeting of the membership held on September 13, 2011; as to the Declaration amendment, by the affirmative vote of not less than seventy percent (70%) of all voting rights of all unit owners; as to the amendment to the Article of Incorporation, by the affirmative vote of not less than seventy percent (70%) of the voting interests; as to the Bylaws, not less than seventy percent (70%) of the votes of the entire membership of the Association, as required by Article 22 of the Declaration of Condominium, Article 9 of the Articles of Incorporation and Article 8 of the Bylaws.

DATED this 1<sup>st</sup> day of October, 2011.


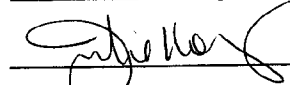
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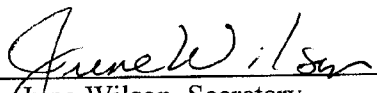
BRIDGEPORT CONDOMINIUM  
ASSOCIATION, INC.

sign   
print Julie Kollar  
sign   
print Rachel Westcott

By:   
Richard Ouellette, President

Witnesses:

sign   
print Rachel Westcott  
sign   
print Julie Kollar

Attest:   
June Wilson, Secretary

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of October, 2011, by Richard Ouellette as President of Bridgeport Condominium Association, Inc. on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

sign Ellen Brown

print Ellen Brown

State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA  
COUNTY OF MANATEE



ELLEN BROWN  
MY COMMISSION # DD 904823  
EXPIRES: July 6, 2013  
Bonded Thru Budget Notary Services

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of October, 2011, by June Wilson as Secretary of Bridgeport Condominium Association, Inc., on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

sign Ellen Brown

print Ellen Brown

State of Florida at Large (Seal)

My Commission expires:



ELLEN BROWN  
MY COMMISSION # DD 904823  
EXPIRES: July 6, 2013  
Bonded Thru Budget Notary Services

AMENDMENTS

DECLARATION OF CONDOMINIUM  
FOR  
BRIDGEPORT, A CONDOMINIUM  
AND THE  
BLAWS AND ARTICLES OF INCORPORATION  
OF  
BRIDGEPORT CONDOMINIUM ASSOCIATION, INC.

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

DECLARATION OF CONDOMINIUM  
FOR  
BRIDGEPORT, A CONDOMINIUM

19. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES. Consent of holders of liens on any portion of the Condominium Property or any unit shall not be required to modify or amend this Declaration of Condominium, provided, however, that the consent of at least fifty-one percent (51%) of all institutional mortgagees shall be required for amendments that: 1) make any change in the percentage of ownership of the common surplus; 2) make any change in the percentage of participation in the common expenses or assessments; or 3) make any change in the voting rights. Such consent shall also be required: 1) prior to the termination of the condominium; 2) prior to the partition or subdivision of any unit; 3) or prior to the abandonment, partition, subdivision, encumbrance, sale or transfer of the common elements, which consent shall not be unreasonably withheld. 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.

22. AMENDMENTS. This Declaration may be amended at any time by affirmative vote of seventy percent (70%) of the voting interests of the Association present (in person or by proxy) and voting at a duly called membership meeting ~~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 with 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.~~

## ARTICLES OF INCORPORATION OF BRIDGEPORT CONDOMINIUM ASSOCIATION, INC.

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 9. Amendments

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

(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 seventy percent 70% 75% of the voting interests rights of the ~~entire membership~~ of the Association present (in person or by proxy) and voting at such meeting.

## BYLAWS OF BRIDGEPORT CONDOMINIUM ASSOCIATION, INC.

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

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 seventy percent (70%) of the voting interests of the Association present (in person or by proxy) and voting at a duly called membership meeting ~~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.~~

**BRIDGEPORT  
CONDOMINIUM ASSOCIATION, INC.**

**AFFIDAVIT OF NOTICE**

STATE OF        FLORIDA  
COUNTY OF    SARASOTA

BEFORE ME, the undersigned authority, authorized by law to administer oaths and take acknowledgments, personally appeared Jeremy V. Anderson, Esquire (herein, "Affiant"), who after being by me first duly sworn according to law, deposes and says:

1. Affiant is the attorney for Bridgeport Condominium Association, Inc. and has personal knowledge of the matters contained herein.
2. As required by Section 718.110(11), Florida Statutes, I did personally prepare and mail the required mortgagee consent and joinders to the mortgagee of record for Units:

#101	Caldas	Borrow
#102	Chastain-Skillman, Inc.	Crossland Savings
#103	Korepta	Harcke Trust
#104	Nikolaisen	Mortgage Capital Associates
#105	Terzuole	Wachovia/Wells Fargo
#106	Lombardo	Manatee River Community Bank
#109	Carlson	ILTIS Lending Group
#115	Caldas	SouthTrust Mortgage
#202	Dugan	U.S. Bank Home Mortgage
#209	Dubravec	SunTrust
#301	Garvin	Northwestern Mortgage Company
#302	Riley	Cimmarron Mortgage Company
#305	Speers	Mutual of Omaha
#403	Parent	PHH Mortgage Corporation

3. As provided in Section 718.110(11)(d), Florida Statutes, the above referenced mortgagees of record are deemed to have consented to the amendment by their failure to respond within 60 days after the date of the mailing requesting such consent and joinder.

FURTHER AFFIANT SAITH NOT.

JEREMY V. ANDERSON

*[Handwritten signature of Jeremy V. Anderson]*

[CORPORATE SEAL]

Sign: \_\_\_\_\_  
Print Name: Jeremy Anderson  
Title: Attorney for Association

The foregoing instrument was sworn to and acknowledged before me this 23rd day of February, 2012, by Jeremy V. Anderson, as the Attorney for Bridgeport Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me.

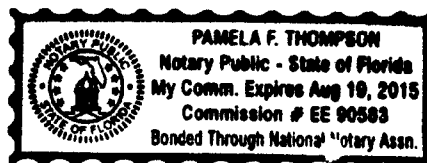
NOTARY PUBLIC

sign Pamela F. Thompson

print Pamela F. Thompson

State of Florida at Large (Seal)

My Commission expires:



**MORTGAGEE JOINDER AND CONSENT**

**DECLARATION OF CONDOMINIUM**

**BRIDGEPORT, A CONDOMINIUM**

THE UNDERSIGNED mortgagee of condominium Unit number 103 within Bridgeport, a Condominium, pursuant to Section 718.110, Florida Statutes and Article 19 of the Declaration, hereby joins in and consents to the attached amendments to the Declaration of Condominium.

DATED this 16<sup>th</sup> day of November, 2011.

Witnesses:

[Signature] Tr.  
ROBERT S. HARCKE NON EXEMPT  
TRUST U/A February 7, 1995

Sign: Denise Korepta  
Print: Denise Korepta

Sign: [Signature] Tr.  
Print: Robert S Harcke

Sign: David B. Kos  
Print: David B. Kos

Title: Trustee

STATE OF New Hampshire  
COUNTY OF Cheshire

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of November, 2011, by Robert S. Harcke as the Trustee on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

Sign: Maureen R. Sadd

Print: Maureen R. Sadd

State of New Hampshire at Large (Seal)  
My Commission Expires: Oct. 17, 2012

Prepared By and Return to:  
Jeremy V. Anderson, Esquire  
Lobeck & Hanson, P.A.  
2033 Main Street, Suite 403  
Sarasota, FL 34237  
(941) 955-5622





**MORTGAGEE JOINDER AND CONSENT**

**DECLARATION OF CONDOMINIUM**

**BRIDGEPORT, A CONDOMINIUM**

THE UNDERSIGNED mortgagee of condominium Unit number 301 within Bridgeport, a Condominium, pursuant to Section 718.110, Florida Statutes and Article 19 of the Declaration, hereby joins in and consents to the attached amendments to the Declaration of Condominium.

DATED this 16 day of November, 2011.

Witnesses:

Theresa A. Damman  
NORTHWESTERN MORTGAGE COMPANY

Sign: [Signature]  
Print: Yvette L. Dugg

Sign: [Signature]  
Print: Gina Adams

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of November, 2011, by Theresa A. Damman as the agent of Northwestern Mortgage on behalf of the corporation. He/She is personally known to me or has produced Michigan Drivers License as identification.

NOTARY PUBLIC

Sign: Lea A. Boman

Print: Lea A. Boman  
State of Michigan at Large (Seal)  
My Commission Expires:

Prepared By and Return to:  
Jeremy V. Anderson, Esquire  
Lobeck & Hanson, P.A.  
2033 Main Street, Suite 403  
Sarasota, FL 34237  
(941) 955-5622

LEA A BOMAN  
Notary Public, State of Michigan  
Washtenaw County, MI  
My Commission Expires 08-11-2014  
Acting in Grand Traverse County, MI