

**NOTICE TO MEMBERS**  
**of**  
**BAYPORT WEST HOMEOWNERS' ASSOCIATION**  
**1/21/16**

The following latest Amendment to the Corporate By-Laws is provided for your files.

This document specifies that the Association is entitled to recover legal expenses as assessments from those Homeowners who have caused the Association to incur such expenses for the enforcement of deed restrictions.

Also, the amendment restricts rental of homes for terms less than six months and requires the owner to inform the Association of the name and address of the renters.

This amendment should be kept with your copy of Governing Documents for the Association which includes the Articles of Incorporation, the By-Laws, and the Declaration of Covenants, Conditions, Restrictions, for Bayport West.

Thank you.

Management  
813-264-1119

**AMENDMENT TO BYLAWS OF  
BAYPORT WEST HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, Bayport West Homeowners Association, Inc., pursuant to Article XII of the original Bylaws which provides that the Bylaws of the corporation may be amended, and that the Bylaws have been amended by the Board of Directors in conformity and in accordance with the provisions of the Bylaws and Statutes of the State of Florida;

The undersigned being the President and Secretary of the corporation do hereby certify that the attached Amendments are true and correct copies of the Amendments to the Bylaws adopted on NOVEMBER 23, 2015.

WHEREAS, Bayport West Homeowners Association, Inc. is a Florida not-for-profit corporation, hereinafter referred to as the Association. The Association is granted certain rights and powers with respect to the property in the Bayport West, Phase I and Bayport West, Phase II, subdivisions located in Hillsborough County, Florida, described as follows:

All property located in the Bayport West, Phase I, subdivision, Hillsborough County, Florida, according to the map or plat thereof recorded in Plat Book 56, Page 19 in the Public Records of Hillsborough County, Florida;

All property located in the Bayport West, Phase II, subdivision, Hillsborough County, Florida, according to the map or plat thereof recorded in Plat Book 57, Page 45 in the Public Records of Hillsborough County, Florida;

WHEREAS, the above described property, Phase I, is subject to that certain Declaration of Covenants, Conditions and Restrictions recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 4376, beginning at Page 1516;

And the above described property, Phase II, is subject to that certain Declaration of Covenants, Conditions and Restrictions recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 4485, beginning at Page 652.

WHEREAS, it is the desire of the Association to amend the Bylaws of the Association, by adopting additional Bylaws regarding the assessment of attorneys' fees and court costs expended by the Association in enforcing the deed restrictions of the community. Said amendment being attached hereto as Exhibit "A".

WHEREAS, it is the desire of the Association to amend the Bylaws of the Association to adopt the Bylaws of the subdivision to clarify the intent and meaning of the Declaration with regard to the leasing of a lot or lots located within the Bayport West subdivision. Said amendment being attached hereto as Exhibit "B".

NOW THEREFORE, the Association, through the Board of Directors, hereby adopts, implements and imposes upon the above described Bylaws, the following amendment to the Bylaws which shall be effective and binding immediately on all owners of property within the subdivision.

Additions indicated by underlining, deletions indicated by ~~strikethrough~~ and omitted language indicated by ellipsis ...

Lawrence C. Brown  
Witness

Lawrence C. Brown  
Print Name

Robert D Gilbert  
Witness  
Robert D Gilbert  
Print Name

[Signature]  
President

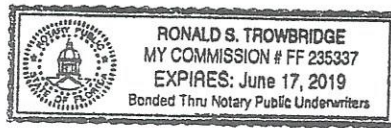
R. VERSEYLA  
Print Name

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 23rd day of NOVEMBER, 2015, before me personally appeared ROGER VERSEYLA President of BAYPORT WEST HOME OWNERS ASSOCIATION, INC., a Corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said Corporation.

WITNESS my hand and official seal at TAMPA in the County of Hillsborough, State of Florida, the day and year last aforesaid

[Signature]  
Notary Public



James L. Brown

Witness

Lawrence C. Brown

Print Name

Robert D. Gilbert

Witness

Robert D. Gilbert

Print Name

Susan LeFeuvre

Secretary

SUSAN LEFEUVRE

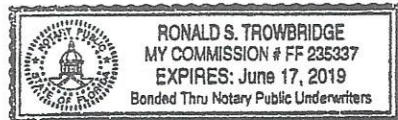
Print Name

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 23<sup>rd</sup> day of NOVEMBER, 2015, before me personally appeared SUSAN LEFEUVRE Secretary of BAYPORT WEST HOMEOWNERS ASSOCIATION, INC., a Corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said Corporation.

WITNESS my hand and official seal at TAMPA, in the County of Hillsborough, State of Florida, the day and year last aforesaid.

[Signature]  
Notary Public



**EXHIBIT "A"**

Proposed Language to Article X, Section 2:

The Association is also entitled to recover from any Owner any prelitigation, non litigation, or litigation related attorney's fees incurred by the Association for preparation and sending of any correspondence, including but not limited to demand letters, violation letters, or notifications of impending litigation, as well as any attorney's fees or costs associated with, enforcement, litigation or, litigation related matters or any other proceedings required by Florida Statutes or Florida Law, including statutorily required presuit mediation. All such attorney's fees and costs shall be levied as an assessment against the Owner's Lot, and shall be due and owing, whether or not the violation is subsequently corrected, mediated, or settled. The assessments may be collected in the same manner as all other assessments under Article VI of this Declaration of Covenants, Conditions and Restrictions of Bayport West Phases I and II, and will be secured by the Association's lien as established in Article VI of the Declaration of Covenants, Conditions and Restrictions of Bayport West Phases I and II.

EXHIBIT "B"

Proposed Language to Article XIV, Section 1:

Leasing. No lease shall be for a period of less than six (6) months. A Lot Owner making a bonafide lease of said Lot Owner's Lot shall give the Association notice of such lease upon execution, together with the name and address of the lessee.