OR: 4014 PG: 0236

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Retn: ROBTZEL & ANDRESS 850 PARK SHORE DR 3RD FLOOR

NAPLES PL 34103

Instrument prepared by and after recording return to: Ashley D. Lupo, Esq. Roetzel & Andress 850 Park Shore Drive Naples, FL 34103 (239) 649-6200

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Bermuda Greens Condominium Association, Inc., a Florida corporation, not for profit, does hereby certify that at the duly noticed annual members' meeting held on the 23rd day of March, 2006, at which a quorum was established, the amendments to the Declaration of Condominium of Bermuda Greens, a Condominium set forth on Exhibit "A" were approved by the required vote of the members. The Declaration of Condominium for Bermuda Greens, a Condominium was originally recorded at Official Records Book 1662, Page 1248, et seq., Public Records of Collier County, Florida.

BERMUDA GREENS CONDOMINIUM ASSOCIATION, INC. (SEAL) Renald Morani, President Date: Witness Signature

STATE OF FLORIDA COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this $\frac{2}{3}$ day of $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$, 2006, by Renald Morani, as President of Bermuda Greens Condominium Association, Inc., the corporation described in the foregoing instrument and who is () personally known to me or who has produced as identification and acknowledged executing the same under authority vested in him/her by said corporation and the seal affixed thereto is the seal of said corporation.

Notary Public

My Commission I

Print Name:

OR: 4014 PG: 0237

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF BERMUDA GREENS, A CONDOMINIUM

New language indicated by <u>underlining</u> .
Deleted language indicated by strikethrough.

12.6 Pets. The owner of each unit may keep two (2) small pets, of a normal domesticated household type (such as a cat or dog), neither of which may weighing no more than thirty (30) twenty (20) pounds), in the unit. However, unit owners with a permitted pet weighing between twenty and thirty pounds as of the adoption of this amendment shall be allowed to "grandfather" the pet by registration with the Association within 90 days upon submission of a registration form supplied by the Association. Any grandfathered dog may not be replaced or substituted. The remainder of this Section 12.6 shall apply only to grandfathered pets and other permitted pets. The Board may require, in its sole discretion, certification of a pet's weight in a form satisfactory to the Association. The pet must be leashed or carried under the owner's arm at all times while on the condominium property outside of the unit. The ability to keep such a pet is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Condominium. No pets of any kind are permitted in units when the owner is not in residence. No reptiles, amphibians, birds, rodents or livestock may be kept in the Condominium.

12.9 Parking.

A. Each unit is entitled to keep on the Condominium Property, not more than two (2) motor vehicles. No motor vehicle shall be parked on the Condominium Property except in such areas intended for that purpose. Service vehicles commercial trucks, vehicles which are primarily use for commercial purposes, and the like may be parked on the Condominium Property for such length of time and during such hours as provided in the Rules and Regulations. Trailers, boats, campers, travel-trailers, mobile homes and the like shall not be parked anywhere on the Condominium Property. Other than service vehicles temporarily present on business, no vehicle shall display any signage, tools or equipment which is of a commercial nature. Any vehicles not in operable or reasonably presentable condition or validly licensed are not permitted to be kept on the Condominium Property.

B. No commercial vehicle, open bed pick-up truck, recreational vehicle, motorcycle, or disabled vehicle shall be permitted to be parked overnight anywhere within the Condominium Property. A commercial vehicle shall be defined as: any vehicle that is not designed for customary, personal/family purposes; and/or a vehicle which is commercially licensed; and/or a vehicle which has the name or logo of a business painted anywhere on the exterior of the vehicle. Vans and sport utility vehicles shall be considered to be automobiles if the vehicle is used for the primary purpose of transportation of passengers and their personal goods.

*** OR: 4014 PG: 0238 ***

C. In the event that any owner, occupant, tenant, guest or invitee shall violate any provision of this Section, the Association shall have the right, power and authority to tow any offending vehicles, fine the owner or otherwise pursue any of its other lawful remedies available to Association under the terms of this Declaration or by law.

D. Unit owners with a permitted vehicle as of the adoption of this amendment shall be allowed to "grandfather" the vehicle by registration with the Association within 90 days upon submission of a registration form supplied by the Association. Any grandfathered vehicle may not be replaced or substituted.

13.2 (E). Ownership of Multiple Units. Each member is prohibited from owning more than two units. Ownership for purposes of this Section includes, but is not limited to, an ownership interest in a corporation, partnership, or other entity, an interest in a trust, whether as beneficiary or as trustee, and an interest as a lienholder or lender, or ownership of a second unit by the member's spouse. This Section does not apply to institutional mortgagees. It is the intent of this Section to prevent such ownership regardless of the amount of interest by more than one individual, group or entity. The Board of Directors may require the disclosure of any documents necessary to make an informed determination as to whether this Section is being violated. The Board, in its sole discretion, determines whether the purchase or transfer of a Unit complies with this Section, and such decision is final.

14.3 Occupancy During Lease Term. No one but the lessee, his family and their guests may occupy the unit during the term of a lease. The total number of overnight occupants of a leased unit is limited to six (6) persons. For purposes of Sections 14.3 and 14.6, the lessee's "family" shall mean the parents, spouse and children of the lessee, and the term "spouse" includes one who resides with the lessee as a single housekeeping unit. A lessee in residence may not have overnight guests for more than seven (7) days in any calendar month, and such guests shall be registered with the manager. Pets are not permitted in leased units.

14.6 Occupancy in Absence of Lessee. If a lessee absents himself from the Unit for any period of time during the lease term, his family authorized to occupy the unit by Section 14.3 above who are already in residence may continue to occupy the unit and may have house guests subject to all the restrictions in 14.3 above. If the lessee and all of his family are absent, no other person may occupy the unit.

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