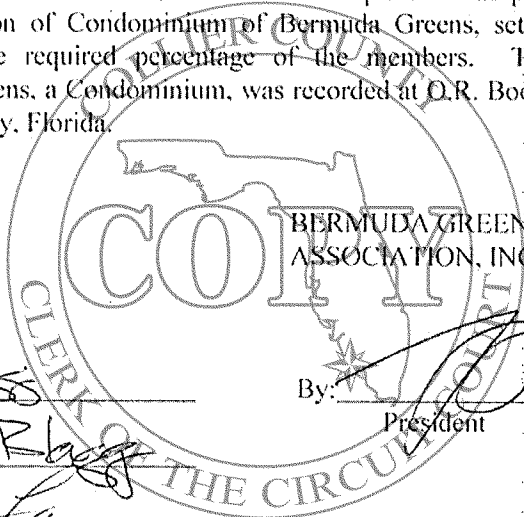


Instrument prepared by and after  
recording return to:  
Ashley D. Lupo, Esq.  
Roetzel & Andress  
850 Park Shore Drive  
Naples, FL 34103  
(239) 649-6200

(Space above line for recording information)

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 Annual Meeting of the members held on March 19, 2018, where a quorum was present, after due notice, the Amendments to the Declaration of Condominium of Bermuda Greens, set forth in Exhibit "A" were approved and adopted by the required percentage of the members. The original Declaration of Condominium of Bermuda Greens, a Condominium, was recorded at O.R. Book 1662, Pages 1248, *et seq.*, Public Records of Collier County, Florida.



BERMUDA GREENS CONDOMINIUM  
ASSOCIATION, INC.

*Robert R. Blass*

Witness

Print Name:

*Robert R. Blass*

By:

President

*Willis G. Faust*

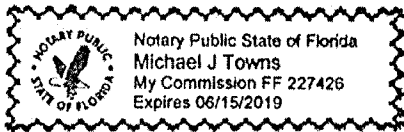
Witness

Print Name:

*Willis G. Faust*

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 19 day of MARCH 2018, by Fred Demma, as President of Bermuda Greens Condominium Association, 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.



*Michael J. Towns*

Notary Public

My Commission Expires 8-15-2019

**PROPOSED AMENDMENTS  
DECLARATION OF CONDOMINIUM  
BERMUDA GREENS, A CONDOMINIUM**

The Declaration of Condominium for Bermuda Greens, a Condominium is hereby amended as set forth below:

Additions indicated by underlining.  
Deletions indicated by ~~strike through~~.

11. MAINTENANCE: LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS: Responsibility for the protection, maintenance, repair and replacement of the condominium property, and restrictions on its alteration and improvements shall be as follows:

[The provisions of Sections 11.1 and 11.2 remain unchanged]

11.3 Other Unit Owner Responsibilities: The unit owner shall also have the following responsibilities: (new subsection)

(H) Washing Machine Hoses; Water Heaters; Home Watch. All washing machine hoses must be stainless steel wrapped, and if not stainless steel wrapped, must be replaced with stainless steel wrapped hoses. If an Owner fails to have stainless steel wrapped hoses on his washing machine, and if a leak occurs in his washing machine hose, the owner will be strictly liable for all damage caused to the unit, the common elements, association property, other units, or any other property damaged by such leak. Water heaters, refrigerators, dishwashers, and other appliances that require a potable water supply should be periodically inspected and maintained, especially if past the warranty period. The Board shall have the authority to enact rules and regulations for appliances, including material standards and useful life, in order to protect the common elements and units from casualty loss events, including water damage. All main water/ turnoff valves shall be a ball valve. Water heaters, ball/ turnoff valves and washing machine hoses shall be replaced by Unit Owners every ten (10) years. An owner is responsible for the water, and the power to the hot water heater, being turned off in a unit if the unit will be unoccupied for 48 hours or more. If the water is not turned off in such instances and a leak occurs, the owner will be strictly liable for all damages caused to the unit, the common elements, association property, other units or any other property which is damaged by such leak.

All Unit Owners, whether or not occupying their Unit, shall continually operate their Unit's air conditioning system to maintain their Unit temperature, at no more than 80 degrees Fahrenheit, and any humidistat at the manufacturer's recommended level.

If a Unit remains unoccupied for more than fifteen (15) consecutive days, the Unit Owner shall:

(i) prior to such period the Unit is to be unoccupied, lock and secure the glass sliders and close, lock and secure the hurricane shutters surrounding such Unit's balcony or patio, if any. For Units that do not have sliders or hurricane shutters surrounding their balconies or patios, the Unit Owners of such Units shall store all items located on their balcony or patio inside their Unit during the entire period

the Unit remains unoccupied; and

(ii) during the entire period the Unit remains unoccupied, have the Unit checked at least two (2) times every calendar month (once in the first half of the month and once in the second half of the month) by a home watch service or other individual. The Unit Owner shall provide to the Association the name and telephone number of the home watch service or individual that: (1) has a key to such Unit Owner's Unit; (2) shall be the Unit Owner's local emergency contact; and (3) shall perform the home watch obligations set forth above. The Unit Owner shall notify the Association of a change in such home watch service or individual within five (5) days of making such change.

[The remainder of Section 11 remains unchanged]

13. TRANSFER OF OWNERSHIP OF UNITS. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the units and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of the units shall be subject to the following provisions, which each owner covenants to observe:

[The provisions of Sections 13.1 and 13.2 remain unchanged]

13.3 Procedures.

[Subsections (A) and (B) remain unchanged]

(C) Disapproval.

(1) Approval of the Association shall be withheld only if a majority of the whole Board so votes, after receiving a written opinion of legal counsel that such disapproval is for good cause. Good cause for disapproval shall include, without limitation, the following:

- a) The person seeking approval, or any of the proposed occupants of the Unit, has been convicted of, or entered a plea of guilty or nolo contendere to, a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
- b) The person seeking approval has a record of financial irresponsibility including without limitation prior bankruptcies, foreclosures or bad debts;
- c) The application for approval on its face indicates a strong likelihood that the person seeking approval will conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;
- d) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others, as evidenced by his

conduct in other social organizations or associations, or by his conduct in this Condominium as a tenant, unit owner or occupant of a unit, or

- e) The person seeking approval failed to provide the information or appearances required to process the application in a timely manner.
- f) The person seeking approval, or any of the proposed occupants of the Unit, have been convicted of, or entered a plea of guilty or nolo contendere to, a misdemeanor involving sale or possession of a controlled substance in the last five (5) years;

[The remainder of Section 13 remains unchanged].

