


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)

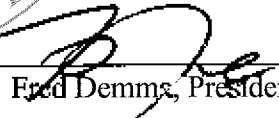
CERTIFICATE OF AMENDMENT

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 18, 2019, 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.

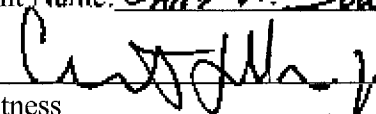
BERMUDA GREENS CONDOMINIUM
ASSOCIATION, INC.



Witness
Print Name: Gray R. Dowell

By: 

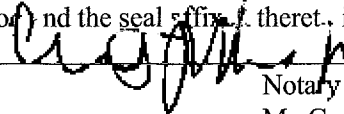
Fred Demma, President



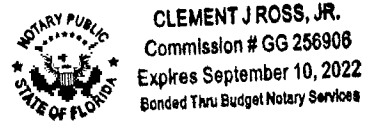
Witness
Print Name: Clement J. Ross, Jr.

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 21 day of March 2019, by Fred Demma, 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 Expires



**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~~.

14. LEASING OF UNITS. All leases of units must be in writing. A unit owner may lease only his entire Unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be one natural person, as opposed to an artificial entity such as a corporation, partnership, trust, etc.

14.1. Procedures.

A. Notice. An owner intending to lease his unit shall give to the Board of Directors or its designee written notice of such intention at least fifteen (15) business days prior to the starting date of the proposed lease (or the first day of occupancy under the lease, whichever is earlier), together with the name and address of the proposed lessee, an fully executed copy of the proposed lease, a completed lease application, a copy of the lease(s) along with references from landlords from the preceding twelve (12) month period and such other information as the Board may reasonably require. The Board may conduct a review of the credit and background of any proposed lessee (or other proposed occupants of a Unit) and may require a personal interview with any lessee or other proposed occupant, if any, as a pre-condition to approval. Such interview may be conducted by phone. In the event that the credit report is returned with indication(s) of derogatory credit, the Board may request from applicant proof of prior rental payments, such as cancelled checks, for the previous twelve (12) month period or proof of present home ownership. The applicant and all occupants aged 18 years or older must sign for having received copies of the rules and regulations of the Association. The Board may adopt by rule a form of lease or require certain language to be included in a lease prior to it being submitted to the Association for approval under this Section. The Association may charge an application fee not to exceed \$100.00 per applicant or a greater amount if allowed by law.

B. Approval. After the required notice and fees, and all information requested have been provided, the Board or its designee shall approve or disapprove the proposed lease within fifteen (15) business days. If the Board neither approves nor disapproves within the fifteen (15) day period such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a

written letter of approval to the lessee.

C. Disapproval. If a proposed lease shall be disapproved, the lease may not be made. Appropriate grounds for disapproval shall include, but not be limited to the following:

- 1) The notice is not accompanied by the required application fee and any security deposit required to be paid to the Association;
- 2) The unit owner is delinquent in the payment of assessments at the time the application is considered, however the Board may, in this instance and in the Board's complete discretion, make approval contingent on assignment of rental monies in lieu of a denial;
- 3) The unit owner has a history of leasing his unit to troublesome tenants and/or refusing to control and accept responsibility for the occupancy of his unit;
- 4) ~~The real estate company, owner or rental agent handling the leasing transaction on behalf of the unit owner has a history of not adequately screening applicants, or recommending undesirable tenants, entering into leases without prior Association approval or allowing occupancy of a unit prior to obtaining Association approval;~~
- 5) The application on its face appears to indicate that the person seeking approval or the occupants intends to conduct himself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Condominium;
- 6) The prospective lessee or occupants ~~is, or~~ reasonably appears to be or intend to use or occupy the unit for a period less than the entire lease term such that the lease would violate the minimum lease term requirements is for the period of actual use, one or more college students on "spring break" or other holiday;
- 7) The prospective lessee or occupants ~~have~~ been convicted of or entered a plea of guilty or no contest to a misdemeanor or felony involving violence to persons or property, a misdemeanor or felony involving the sale or possession of a controlled substance or a felony or misdemeanor demonstrating dishonesty or moral turpitude;
- 8) The prospective lessee or occupants ~~have~~ has a history of conduct which evidences disregard for the rights and property of others;
- 9) The prospective lessee evidences a strong probability of financial irresponsibility;
- 10) Including in the cases of a renewal, the lessee or occupants ~~have~~ has

during previous occupancy, evidenced an attitude of disregard for the provisions in the Condominium documents and/or House Rules;
or

11) The prospective lessee, prospective occupant or owner gives false or incomplete information to the Association as part of the application procedure.

D. Failure to Give Notice. If proper notice and information is not given, the Board at its election may approve or disapprove the lease without prior notice. If it disapproves, the Board shall proceed as if it received notice on the date of such disapproval; however, the proposed lessee may provide the Board with the required notice and request reconsideration. Any lease entered into without approval or its violation of the above provision shall, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee or any other unapproved occupant without securing consent to such eviction from the unit owner.

E. Applications; Assessments. Applications for authority to lease shall be made to the Association on such forms and include such terms and security deposits as the Board may, from time to time, provide. The legal responsibility for paying condominium assessments may not be delegated to the lessee, nor to a rental agent.

F. Notice of disapproval shall be sent or delivered to the unit owner or his rental agent, if any. To facilitate approval of leases, the Board of Directors may by resolution delegate its approval powers to the manager.

14.2 Term of Lease. Any purchaser of a Unit after July 1, 2019 is prohibited from leasing his or her Unit for a period of two (2) years from the date of transfer of a Unit. For purposes of this section, the date of transfer is the date the deed is recorded in Collier County, Florida or the date that another instrument of conveyance is effective. The transfer of a Unit does not include the devise or inheritance of a Unit, or a change in title to a Unit for purposes of estate planning, as allowed by Declaration of Condominium Section 13.2(B). No unit may be leased for a term of less than ninety (90) days. No unit may be leased more than four (4) times in any twelve month period. No lease may be for a term of more than one (1) year, and no option for the lessee to extend or renew the lease beyond a one year period without Association approval shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed. ~~This amendment shall be effective as to leases with a term commencing on or after January 1, 2017.~~