

*This Certificate of Amendment is being recorded again to include as Exhibit "A" the correct amendments that were voted on and approved at the April 21, 2026 Members' Meeting.

Instrument prepared by
and after recording return to.
Ashley D. Lupo, Esq.
Roetzel & Andress
999 Vanderbilt Beach Rd., Suite 401
Naples, FL 34108
(239) 649-6200

(space above this line for recording)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Bermuda Greens Condominium Association, Inc., a Florida not-for-profit corporation, does hereby certify that at the duly noticed Members' Meeting held on April 21, 2026, at which a quorum was established, the amendments to the Declaration of Condominium of Bermuda Greens, a Condominium, as set forth in Exhibit "A" attached hereto, were approved by the required vote of the membership. The original Declaration of Condominium of Bermuda Greens, a Condominium, was recorded at Official Records Book 1662, Page 1248, *et seq.*, of the Public Records of Collier County, Florida.

**BERMUDA GREENS CONDOMINIUM
ASSOCIATION, INC.**

Witness Signature

Print Name

Witness Signature

Print Name

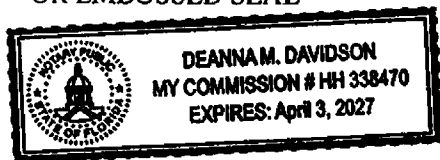
Gary Dunn, President

Date

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of June, 2026, by Gary Dunn, as President of Bermuda Greens Condominium Association, Inc., who ☐ is personally known to me or who ☒ has produced a driver's license as identification.

NOTARY RUBBER STAMP SEAL
OR EMBOSSED SEAL



Notary Public

Printed Name of Notary Public

Commission No.

Expiration Date

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Exhibit "A"

**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF
BERMUDA GREENS, A CONDOMINIUM**

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

Additions indicated by underlining.
Deletions indicated by ~~striking 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:

[Sections 11.1 through 11.4 shall remain unchanged]

11.5 Alterations and Additions to Common Elements. The protection, maintenance, repair and replacement of the common elements is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, nor change the use of the common elements costing more than one and a half percent (1.5%) of the Association's annual operating budget (less reserves) in the aggregate in any calendar year without prior approval of at least a majority of the voting interests. However, if work reasonably necessary to protect, maintain, ~~insure~~, repair or replace the common elements, or to comply with any local, state, or federal law or regulation also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required regardless of the cost of such work.

Exhibit "A"

**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF
BERMUDA GREENS, A CONDOMINIUM**

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

Additions indicated by underlining.
Deletions indicated by ~~striketrough~~.

Amendment No. 1: Section 7.2 of the Declaration

7. COMMON ELEMENTS; EASEMENTS.

[Section 7.1 remains unchanged]

7.2 Utility and other Easements. The Association has the power, without the joinder of any unit owner, to grant easements such as electric, gas, cable television, internet, or other utility or service easements, or relocate any existing easements, in any portion of the common elements, and to grant access easements or relocate any existing access easements in any portion of the common elements, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the units. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

[Sections 7.3 and 7.4 remain unchanged]

Amendment No. 2: Section 10.1 of the Declaration

10. ASSESSMENTS AND LIENS: The Association has the power to levy and collect assessments against each unit and unit owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association. The power of the Association to levy and collect assessments includes regular assessments for each unit's share of the common expenses as set forth in the annual budget, and special assessments for unusual, non-recurring or unbudgeted common expenses. The Association may also levy special charges against any individual unit for any amounts other than common expenses which are properly chargeable against such unit under this Declaration or the Association's By-Laws. Assessments shall be levied and payment enforced as provided in Section 6 of the By-Laws and as follows:

10.1 Common Expenses. Common expenses include all expenses of the operation, maintenance, repair or replacement of the common elements and Association property as well as

assessments levied on the Association by the Recreation Association, if any, the expenses of operating the Association and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the units shall be a common expense. If the Board of Directors so determines, the cost of basic cable, internet service, or satellite television programing to the units shall be a common expense.

[Sections 10.2 through 10.13 remain unchanged]

Amendment No. 3: Sections 11.1, 11.2, and 11.3 of the Declaration

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:

11.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all common elements and association property (other than the limited common elements that are required elsewhere herein to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:

[Subsections 11.1(A) through 11.1(E) remain unchanged]

~~(F) — All air conditioning and heating equipment serving individual units.~~

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the unit. All incidental damage caused to a unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition made by a unit owner without prior Association approval as required elsewhere herein.

11.2 Unit Owner Maintenance. Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own unit and certain limited common elements. The owner's responsibilities include, without limitation:

[Subsections 11.2(A) through 11.2(K) remain unchanged]

(L) Maintenance, repair, and replacement of all equipment, fixtures, and installations located outside of a unit, which furnish air conditioning or heating exclusively to that Unit, consistent with existing Section 8.1(B) of the Declaration.

Any insurance proceeds paid to the Association with respect to any loss or damage within the unit

covered by the Association's insurance, which loss would otherwise be borne by the unit owner, shall be paid to the unit owner.

11.3 Other Unit Owner Responsibilities. The unit owner shall also have the following responsibilities:

[Subsections 11.3(A) through 11.3(C) remain unchanged]

(D) Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, ~~reflective film~~ or other items, whether installed within or outside of the unit, visible from the exterior of the unit, shall be subject to the rules and regulations of the Association. Reflective film or similar window treatments are not permitted.

[Subsections 11.3(E) through 11.3(H) remain unchanged]

[Sections 11.4 through 11.8 are unchanged]