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ROBYEL & ANDRESS
850 PARK SHORE DR 3RD FLOOR
MAPLES FL 33940

(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 a duly called meeting of the Board of Directors held on December 19, 1995, where a quorum was present, after due notice, the Rules and Regulations originally attached as Exhibit "E" to the Declaration of Condominium were replaced by the Rules and Regulations set forth on Exhibit "A" attached hereto. The Declaration of Condominium for Bermuda Greens, A Condominium was originally recorded at O.R. Book 1662 Page 1248 et seq., Public Records of Collier County, Florida.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand and the seal of the corporation.

BERMUDA GREENS CONDOMINIUM
ASSOCIATION, INC. (SEAL)

By: Jack Bachtel
Jack Bachtel, President

Jack Bachtel
Witness
Print Name: Jack Bachtel

Michelle Bachtel
Witness
Print Name: Michelle Bachtel

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 21 day of December, 1995, by Jack Bachtel, as President of Bermuda Greens Condominium Association, Inc., the corporation described in the foregoing instrument, who is personally known to me or who has produced

**THIS IS A SUBSTANTIAL REWORDING OF
THE RULES AND REGULATIONS.
PLEASE SEE RULES AND REGULATIONS FOR CURRENT TEXT.**

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BERMUDA GREENS RULES AND REGULATIONS

Revised December 1995

EXHIBIT A

BUILDING APPEARANCE AND MAINTENANCE

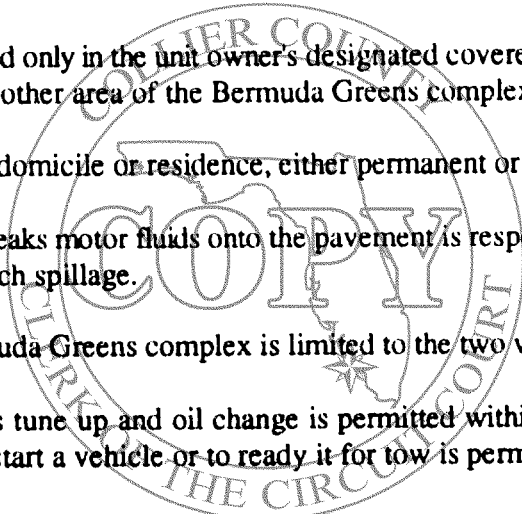
1. The streets, sidewalks, walkways, entrances, stairs, and stair landings must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the units. Carriages, toys, bicycles, wagons, shopping carts, chairs, benches, tables, barbecue grills, or any other object of a similar type shall not be left or stored in any of these areas.
2. Personal property of unit owners shall not be stored outside their units. No lanai or stair landing may be utilized for the storage of goods or major appliances. Unit owners may keep normal porch furniture on their lanais. Unit owners of lakeside, lower level units may keep normal porch furniture within their enclosed patios.
3. No garage, sidewalk, yard, or flea-market sale is permitted anywhere in the Bermuda Greens complex.
4. Refuse and garbage shall be deposited in the dumpster located near the entrance to Bermuda Greens (at the juncture where the road splits to enter either Imperial Gardens or Bermuda Greens). All garbage must be bagged before being deposited in the dumpster. Garbage cans and tightly secured bags as well as recycle bins may be placed near the street for pickup *only on the morning* of the day(s) designated for pickup. Empty cartons must be broken down. Containers must be removed by nightfall of the pickup day.
5. No garbage cans/bags, supplies, containers, or other articles shall be placed in or on the walkways, lanais, stair landings, and entry ways; garbage and trash should be taken to the dumpster whenever necessary. No cloths, clothing, towels, curtains, rugs, mops, or laundry of any kind shall be exposed on any part of the limited common elements, and the common elements shall be kept free and clear of refuse, debris, and other unsightly material.
6. No unit owner (or family member, guest, or lessee) shall allow anything to fall from windows, walkways, lanais, entry ways or doors of the premises, nor shall s/he sweep or throw any dirt or other substances from the unit. This includes the sweeping or washing of debris from a second floor lanai, causing such debris or water to enter the lanai below.
7. No unit owner (or family member, guest, or lessee) shall engage in or permit any disorderly or disturbing activity that interferes with the rights, comforts, or convenience of occupants of other units. No one shall play a musical instrument or operate a television, radio, or amplified playback instrument (such as a tape, record, or CD player) in a manner as to unreasonably disturb or annoy other occupants. No voices, music, or noise should be audible in other units.
8. No outdoor cooking that involves flames is permitted on balconies, lanais, stair landings, or any other portion of the building. Barbecuing and outdoor cooking is permitted in lower-level lakeside-unit courtyard areas or outside garages. North Naples Fire Prevention Bureau states that grills must be used 10 feet from the building. Residents may use the grill placed near the clubhouse.

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9. No flammable, combustible, or explosive substance, except those necessary and suited for normal household use, shall be kept in any unit or limited common element. LP gas canisters may only be stored in garages. Although storage of LP gas in garages is not recommended by the North Naples Fire Protection Bureau, this practice is not illegal.
10. No exterior radio or television antenna installation or other wiring shall be made without the written consent of the Board of Directors.
11. No sign, advertisement, notice, or other similar material shall be displayed in or upon any part of the units, limited common elements, or common elements. Unit owners may place notices (8½x11" or 4x6") in the designated locations on the mailbox kiosks. A notice should be dated and removed within one month.
12. Unit owners, their families, guests, lessees, and employees at no time may climb on the roofs of buildings.
13. Unit owners are specifically cautioned that their right to make any addition, change, alteration, or decoration to the exterior appearance of any portion of the Condominium is subject to the provisions of the Declaration of Condominium. For example, no unit owner may install screen doors, or apply any type of film or covering to the inside or outside of window or door glass without the prior approval of the Association. All such additions, changes or alterations must be presented in writing to the Board of Directors for approval, accompanied by written plans or drawings and specification. The Board of Directors shall approve such requests only if the Association is protected against, or indemnified as to, mechanic's liens and/or claims arising from such work. Work may begin *only after* official Board approval.
14. No unit owner (or family member, guest, or lessee) shall mark, mar, damage, destroy, or deface any part of the condominium property. This restriction includes damage caused by the moving of personal property, deliveries, or use of the common elements. The unit owner/lessee shall be held responsible for and shall bear any expense of such damage.

VEHICLES, ROADWAYS AND PARKING AREAS

1. The occupants of each unit are limited to keep, anywhere within the Bermuda Greens complex, no more than two motor vehicles. Designated covered parking spaces and driveways up to garages are for the use of the unit occupants and their guests.
2. No boat, trailer of any kind, camper, mobile home, motor home, commercial vehicle, any vehicle with more than two axles, or disabled vehicle shall be permitted to be parked or stored in the Bermuda Greens complex unless fully enclosed inside a garage.
3. No vehicle shall be parked anywhere except on a paved area intended for that purpose or in a garage. Parking of motor vehicles on lawns, landscaped areas, sidewalks, or lanais, in courtyards, or inside a unit is prohibited. The vehicle shall be parked between pavement markings so as not to take up more than one space and be pulled fully forward.
4. Seasonal auto storage is allowed only in the unit owner's designated covered parking area or garage. No seasonal parking is permitted in any other area of the Bermuda Greens complex.
5. No vehicle shall be used as a domicile or residence, either permanent or temporary.
6. The owner of a vehicle which leaks motor fluids onto the pavement is responsible for the removal of such spillage and any stains caused by such spillage.
7. Car washing within the Bermuda Greens complex is limited to the two vehicles permitted per unit.
8. No mechanical work such as tune up and oil change is permitted within the Bermuda Greens complex. Only emergency repair work to start a vehicle or to ready it for tow is permitted

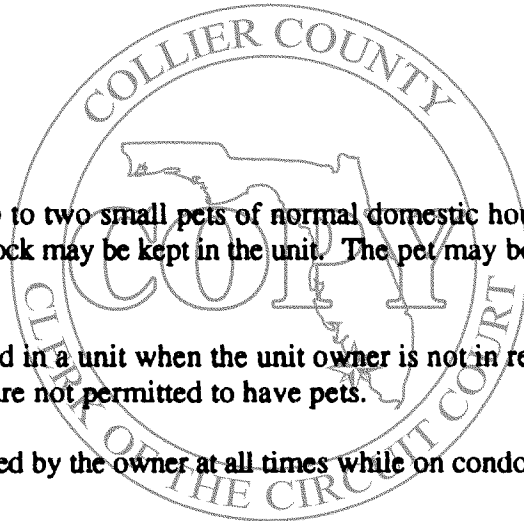


GARDENING AREAS

1. Plantings by unit owners are restricted to ornamental shrubs and flowers of reasonable size, shape, and color, in harmony with the existing growth. Any planting that requires special attention or expensive care is the responsibility of the owner.
2. The growing of vegetables and fruit trees is prohibited.
3. Gardening by residents is a privilege not a right. Failure to comply with a request from the Board of Directors to remove specific plantings will result in the removal of the offensive plantings at the owner's expense.
4. Garden hoses must be neatly coiled and stored out of sight when not in use.

PETS

1. Each unit owner may keep up to two small pets of normal domestic household type in the unit. No reptiles, amphibians, poultry, or livestock may be kept in the unit. The pet may be a cat or dog weighing no more than thirty pounds.
2. No pets of any kind are permitted in a unit when the unit owner is not in residence. Lessees or others who visit in the unit owner's absence are not permitted to have pets.
3. The pet must be leashed or carried by the owner at all times while on condominium property outside the owner's unit.
4. The owner is responsible for cleaning up after the pet defecates on any Bermuda Greens property.
5. It is a violation of these *Rules and Regulations* to feed any ducks, geese, wild birds, alligators, and other wild animals anywhere within Bermuda Greens
6. Keeping a pet is a privilege not a right. The Board of Directors will order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents.



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USE OF THE POOL

1. Pool hours are from 7:00 a.m. until 10:00 p.m.
2. Pool capacity is thirty-seven persons; spa capacity is five persons. Children under twelve-years of age must be supervised by a responsible adult when using the spa.
3. Since there is no pool attendant, upkeep of the pool area is the responsibility of each individual using the area.
4. Since no lifeguard is on duty; each person swims at his/her own risk.
5. Diving and acrobatic jumping are not permitted.
6. Running is not permitted in the pool area.
7. Persons under twelve years of age must be accompanied by a responsible adult.
8. Each person must shower before entering pool/spa initially and each time when entering after having applied lotion or oil.
9. Toddlers in diapers must wear extra-rubber pant protection over diaper and under bathing suits. (County and state laws require that a pool be shut down when a known contaminate such as vomit or feces is present. Any person causing this condition will be held financially responsible for all costs expended to return the pool to a safe, legal condition. The parents/responsible-unit-owner/lessee will be held financially responsible when a minor child is the cause of the contamination.)
10. Floats are not permitted if more than eight swimmers are in the pool.
11. Everyone is encouraged to use towel/pad protection on chairs/lounges.
12. Glass or breakable containers of any kind are not allowed in pool area.
13. Food may be consumed only within clubhouse/lanai area.
14. Low volume on radio/tape players must be maintained. Headphones are recommended.
15. All trash is be placed in containers provided. Smokers are to remove smoking residues for disposal at home.
16. Those individuals who use deck umbrellas are to close and secure the deck umbrellas when the individuals are finished using the umbrellas.
17. Before leaving the pool area, each person is to return chairs/lounges s/he used to a pool-facing position.
18. Pets are not allowed in pool area.
19. Bicycles, scooters, skateboards, and skates of any type may not be used within the pool enclosure. Baby carriages or strollers are permitted but must be kept away from the pool edge with brakes applied when not in use.

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TEMPORARY EXCLUSIVE USE OF THE CLUBHOUSE

1. All activities planned in the clubhouse and/or pool area by the Bermuda Greens Social Committee and presented to the management company at least fifteen days in advance of the event are permitted activities, unless the facility has been previously reserved. To obtain desired dates, the Social Committee may reserve the facility on a yearly or seasonal basis.
2. Any unit owner may lease the clubhouse for temporary exclusive use by following these steps:
 - apply in writing to the management company for use at least fifteen days in advance of the requested date;
 - state the purpose of the desired use, the beginning and ending times of the event, the number of persons expected, and the extent to which the facility will be used (just clubhouse? just pool? both?);
 - include with the written request a \$200.00 security deposit (if twelve or fewer persons will be present, the security deposit is \$50.00) which will be refunded, provided the unit owner returns the clubhouse/pool in a condition identical to the one in which the unit owner found the facilities (this includes returning furniture to former positions and cleaning the premises); and
 - obtain written approval from the Board of Directors.
3. *Temporary exclusive use* implies that the unit owner may use the facility for the time and in the manner approved but that no other unit owner may be denied access to the pool and restroom facilities during this time.
4. The Board of Directors will not permit temporary exclusive use of the clubhouse more than two times within any given week (Sunday through Saturday).
5. A unit owner is permitted to reserve the clubhouse for his/her own personal use not more often than two times in any calendar year. This privilege is non-transferable. If, however, fourteen days before the date of a third-time request, no one has asked to use the facility and there are fewer than two reserved dates during the week in question, the Board of Directors may grant permission for another temporary-exclusive-use by that unit owner.
6. The unit owner who leases the clubhouse for temporary exclusive use is responsible to see that the regular pool regulations are enforced.
7. The unit owner who leases the facility is financially responsible for any damage that may occur during the function.
8. Lessees and family members/guests of the unit owner may not lease the clubhouse for temporary exclusive use. (An exception to this rule may be made by the Board of Directors for annual lessees or seasonal lessees of not less than three consecutive calendar months duration. If the application of such a lessee is approved, the lessee is subject to all of the above restrictions.)

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SALE OR LEASE OF A UNIT

1. Should a unit owner wish to sell, lease, rent, or otherwise permit occupancy of his/her condominium parcel (which means the unit together with the undivided share of the common elements appurtenant thereto) s/he shall, before making or accepting any offer to purchase, sell, lease, rent, or otherwise permit occupancy of the condominium parcel, deliver to the Board of Directors a written notice containing
 - the terms of the offer s/he has received or which s/he wishes to accept or proposes to make,
 - the name and address of the person(s) to whom the proposed sale, lease, or transfer is to be made, and
 - such other information as may be requested by the Board of Directors within five days of receipt of the notice.

2. The notice shall take the form of a completed standard application form prepared for the Board by the management company. A unit owner will complete a *Guest Application Form* if s/he plans to have guests staying in the owner's unit when s/he is not present. In the case of proposed sale or lease of a unit, the owner will obtain the appropriate application form which will be submitted with a \$50 application fee, be signed by the prospective purchaser, lessee, or occupant and contain the following information:
 - the street address of the property being sold or leased;
 - the name(s), address, and telephone number of the seller or lessor;
 - the name(s), present residential address and telephone number of the intended purchaser, lessee, or occupant;
 - the name, address, and telephone number of the real estate (or closing) agent (if applicable);
 - the name(s) and age(s) of the child(ren) who will occupy the condominium unit (if applicable);
 - in the case of a new owner, a description of any pet that will be domiciled in the condominium unit; only owners can have approved pets;
 - a description of the intended purchaser's or lessee's motor vehicle(s), including the license plate number(s) and state(s) of registration;
 - bank, credit, and personal references, as required by the application;
 - a written acknowledgement by the intended purchaser, lessee, or occupant that s/he has read the *Bermuda Greens Rules and Regulations* and that s/he agrees to abide by them and/or any future amendments or revisions of them. Further, s/he agrees to comply with all provisions of the *Articles of Incorporation, Declaration of Condominium, and Bylaws*;
 - a written acknowledgement that the Board of Director's consent to the sale or lease transaction covered by the application is conditioned upon the truth and accuracy of the information presented on the application and, further, that occupancy of the premises involved prior to such consent is prohibited;
 - a written acknowledgement that the intended purchaser or lessee authorizes the Board or its agents to make an investigative background check of credit and personal references; and
 - a written acknowledgement, in the case of a lease, that the Bermuda Greens Condominium Association, Inc. is appointed as the agent of the unit owner, with authority to terminate the lease and evict the tenants at the owner's expense, in the event the tenants fail to comply with their obligations.

3. In the case of a proposed sale or other transfer of title of a unit, the unit owner shall give the Board written notice of intent at least twenty days prior to the intended closing date. Within twenty days after receipt of the required notice and all appearances and information requested, or not later than sixty days after the notice is received (whichever occurs first), the Board shall approve or disapprove the transfer. If the unit owner hears nothing from the Board within the specified period, such failure to act shall be deemed approval.

4. In the case of a proposed lease of a unit, the unit owner shall give the Board written notice of intent at least fifteen business days prior to the starting date of the proposed lease. Within fifteen business days after receipt of the completed application, the Board shall approve or disapprove the lease. If the unit owner hears nothing from the Board within the fifteen-business day period, such failure to act shall be deemed approval.

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5. No unit may be leased for a term of less than thirty days. A unit owner shall not lease his/her unit more than four times during any twelve-month period. No lease may be for a term of more than one year; however, the Board may approve the same lease from year to year. No Bermuda Greens condominium unit may be subleased.
6. During the term of a lease, no one but the lessee and his/her family and guests may occupy the unit. The total number of overnight occupants of a leased unit is limited to six persons.
7. A unit owner whose unit is leased may not use the recreation facilities or parking facilities located in the common areas. However, the unit owner may retain the right to use the facilities to the exclusion of the lessee, as long as the lessee has waived use rights in writing.
8. No person under twenty-one years of age shall occupy a unit unless his/her parent or the unit owner is also in residence.
9. Owners will be held responsible for sale/lease violations by realtors or other authorized agents.
10. In the event of a sale or lease, approval by the Board of Directors shall not be unreasonably withheld.

