



**Bermuda Greens Condominium Association  
 C/O KEB MANAGEMENT SERVICES  
 Mailing address: 6017 Pine Ridge Rd #262  
 Naples, FL 34119  
 Physical address: 11100 Bonita Beach Rd. Ste 101  
 Bonita Springs, FL 34135  
 Tel: (239) 262-1396 Fax: (239) 262-5947  
 Email: palmers@kebmngt.com**

**Bermuda Greens Sales/Purchase Checklist**

**THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH EACH APPLICATION TO SELL/PURCHASE A UNIT IN BERMUDA GREENS. APPLICATIONS THAT ARE NOT COMPLETE WILL BE RETURNED TO THE APPLICANT. MAIL OR DELIVER THIS COMPLETED CHECKLIST WITH REQUIRED DOCUMENTATION AND PAYMENTS TO: KEB MANAGEMENT (SEE ADDRESSES ABOVE)**

**PLEASE INCLUDE THE FOLLOWING TO ENSURE PROMPT PROCESSING OF YOUR APPLICATION:**

- \_\_\_\_\_ COPY OF THE SALE/PURCHASE CONTRACT/AGREEMENT.
- \_\_\_\_\_ COMPLETED AND SIGNED BERMUDA GREENS SALES & PURCHASE APPLICATION.
- \_\_\_\_\_ SIGNED RULES AND REGS (INCLUDED IN THIS PACKET)
- \_\_\_\_\_ \$50 PROCESSING FEE MADE PAYABLE TO BERMUDA GREENS CONDOMINIUM ASSOCIATION.  
CHECK NUMBER: \_\_\_\_\_ non refundable
- \_\_\_\_\_ \$50 PROCESSING FEE MADE PAYABLE TO KEB MANAGEMENT.  
CHECK NUMBER: \_\_\_\_\_ non refundable
- \_\_\_\_\_ \$50 PER PERSON 18 YEARS OF AGE OR OLDER FOR US BACKGROUND CHECK MADE PAYABLE TO:  
KEB MANAGEMENT. CHECK NUMBER: \_\_\_\_\_ non refundable
- \_\_\_\_\_ \$100 PER PERSON 18 YEARS OF AGE AND OLDER FOR INTERNATIONAL & CANADIAN BACKGROUND  
CHECK MADE PAYABLE TO: KEB MANAGEMENT CHECK NUMBER: \_\_\_\_\_ non refundable

\_\_\_\_\_  
Unit Owner(s) Initials

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant(s) Initials

\_\_\_\_\_  
Date

\_\_\_\_\_  
Realtor Initials

\_\_\_\_\_  
Date



# BERMUDA GREENS

## PURCHASE APPLICATION

*Must be submitted 30 days prior to closing*  
**Mail or Deliver in Person to:**

KEB Management Services  
Mailing address: 6017 Pine Ridge Rd. #262  
Naples, FL 34119  
Physical address: 11100 Bonita Beach Rd. Ste 101  
Bonita Springs, FL 34135  
Phone: 239-262-1396 Fax: 239-262-5947

Date: \_\_\_\_\_

Name of Current Owner: \_\_\_\_\_ Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

I (we) hereby apply for approval to purchase (address of property): \_\_\_\_\_

Closing Agent: \_\_\_\_\_ Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_

E Mail: \_\_\_\_\_ Closing Date: \_\_\_\_\_

In accordance with the governing documents of the Association, this application must be submitted along with required enclosures thirty (30) days prior to closing to allow for processing time. Applicants may not close until the Association has tendered official approval of their purchase, and further, that moving in prematurely constitutes grounds for disapproval.

**Please submit the following: (Incomplete Applications will be returned)**

**All Fees are Non-Refundable**

1. Signed copy of the executed sales contract
2. Completed Sale Application
3. Legible Copy(s) of Driver's License
4. Two personal references
5. Number of applicants must match purchase contract.
6. Completely filled out application form. (Partially completed forms will not be considered)
7. \$ 50.00 Processing Fee payable to KEB Management
7. \$ 50.00 Processing Fee payable to Bermuda Greens
8. \$ 50.00 Background Check per person 18 years of age and older payable to KEB Management  
\$100.00 Background Check per person International and Canadian payable KEB Management
9. Estoppel requests: palms@kebmgt.com

**Separate applications must be completed for co-applicants (excludes married couples).**

I (we) represent that the following information is complete and true. I (we) agree that any misrepresentation in this application will justify automatic rejection. I (we) consent to additional inquiry concerning this application, including the background, credit checks and check of references below. \_\_\_\_\_ Initial(s)

**Full Name of 1<sup>st</sup> Applicant:** \_\_\_\_\_ **Date of Birth** \_\_\_\_\_

**Full Name of 2<sup>nd</sup> Applicant:** \_\_\_\_\_ **Date of Birth** \_\_\_\_\_

**Current Home address:** \_\_\_\_\_  
Street number / unit # \_\_\_\_\_ City \_\_\_\_\_ State, Zip code \_\_\_\_\_

Phone #1 \_\_\_\_\_ Phone #2 \_\_\_\_\_ Email \_\_\_\_\_

**Current employer:** \_\_\_\_\_ **Position Held:** \_\_\_\_\_

Employer's Address: \_\_\_\_\_ Tel. Number \_\_\_\_\_

Length of time in Position: \_\_\_\_\_ Supervisor's name \_\_\_\_\_

Citizen of U.S.? \_\_\_\_\_ **If no, submit document copy of residency authorization or passport photo page.**

Make of car \_\_\_\_\_ Model \_\_\_\_\_ License No. \_\_\_\_\_ State \_\_\_\_\_

Make of car \_\_\_\_\_ Model \_\_\_\_\_ License No. \_\_\_\_\_ State \_\_\_\_\_

Use of this unit is for single family residence only. Two (2) occupants per bedroom.  
Please list the names, relationship and age of all persons who will occupy your home in addition to the applicants above.

NAMES	RELATIONSHIP	AGE
_____	_____	_____
_____	_____	_____

Have you ever been convicted of a felony? Yes \_\_\_\_\_ or No \_\_\_\_\_

If yes, please include details \_\_\_\_\_

In case of emergency notify \_\_\_\_\_ Tel# \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State & Zip \_\_\_\_\_

Please provide two personal or business references:

# 1 Name: \_\_\_\_\_ Address: \_\_\_\_\_  
City / State / Zip \_\_\_\_\_ Relationship: \_\_\_\_\_

# 2 Name: \_\_\_\_\_ Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ Relationship: \_\_\_\_\_

I am purchasing this home with the intention to:  
\_\_\_\_\_ Reside in the unit full time \_\_\_\_\_ Reside here on part time basis  
\_\_\_\_\_ As investment, not reside in unit\* \_\_\_\_\_ Reside part time in unit; lease it out other times \*

**\*(unit may not be leased/rented for a period of 2 years from the closing date)**

Do any of the occupants have a history of eviction suits, judgments, bankruptcies, foreclosure, assault, domestic violence, disruptive behavior, complaints, etc.?

If yes explain on an attached sheet of paper and sign.

All occupants must answer and initial.

Yes \_\_\_ No \_\_\_ : Yes \_\_\_ No \_\_\_ : Yes \_\_\_ No \_\_\_ : Yes \_\_\_ No \_\_\_ :

If yes, give details and dates \_\_\_\_\_  
(Please use the back of this page if more space is needed.)

**I (We) understand that the unit cannot be rented/leased for a period of 2 years from the date of closing. After the 2<sup>nd</sup> anniversary of the closing, I (we) understand if the unit is leased/rented I will be required to submit a completely filled out application with board approval. \_\_\_\_\_ Initial(s)**

**I (We) further agree that in the absence of the owners, the Association is granted full power to take whatever action necessary, including eviction and to prevent or stop violations by Lessees and/or their guests. \_\_\_\_\_ Initial(s)**

The prospective purchaser(s) understands that the Association or its manager may use the above application to perform a background, check prior landlord, credit and police records check on the applicant(s) listed above. This information will be kept confidential and may be used to approve or disapprove the applicant(s). \_\_\_\_\_ Initial(s)

**I (We) understand occupancy prior to Board of Directors approval is prohibited. \_\_\_\_\_ Initial(s)**

**I (We) have read, understood and agree to all the statements above. \_\_\_\_\_ Initial(s)**

**I (We) have received, read and agree to abide by the Declaration, By-laws, Amendments, Articles of Incorporation and the Rules and Regulations of BERMUDA GREENS: \_\_\_\_\_ Initial(s)**

**I (We) understand that BERMUDA GREENS is a no smoking community. \_\_\_\_\_ Initial(s)**

**I (We) acknowledge we have received and agree to use Guest and ARC Forms when required. \_\_\_\_\_ Initial(s)**

**I (We) understand that trucks over 40 ft. in length, dumpsters, or pods of any size are not permitted in BERMUDA GREENS. \_\_\_\_\_ Initial(s)**

**Applicant signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date \_\_\_\_\_**

**Applicant signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date \_\_\_\_\_**

\*\*\*\*\*

**Acceptance on behalf of BERMUDA GREENS**

**Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_**

\_\_\_\_\_  
*Signature of Authorized Representative  
For the Board of Directors*

**Date: \_\_\_\_\_**

**RESIDENTIAL SCREENING AUTHORIZATION FORM**

(Please Print) Name: \_\_\_\_\_ Sex: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

I give my authorization to this landlord, AccuData Inc, or any party or agency contacted by this landlord to obtain and verify the above information, concerning a credit report, criminal records, motor vehicle and other history. I understand that inquiries may be made to various federal and state agencies, employers, and references.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

.....  
(AccuData Inc. client information only)

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Tel#: \_\_\_\_\_ E-mail or Fax# (for results): \_\_\_\_\_

Type of Screening Requested (please circle)

Package: 1 2 3 4 Other Services: A B C D E F G H I J

\* Package 5+ form available upon request

**RESIDENTIAL SCREENING AUTHORIZATION FORM**

(Please Print) Name: \_\_\_\_\_ Sex: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

I give my authorization to this landlord, AccuData Inc, or any party or agency contacted by this landlord to obtain and verify the above information, concerning a credit report, criminal records, motor vehicle and other history. I understand that inquiries may be made to various federal and state agencies, employers, and references.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

-----  
(AccuData Inc. client information only)

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Tel#: \_\_\_\_\_ E-mail or Fax# (for results): \_\_\_\_\_

Type of Screening Requested (please circle)

Package: 1 2 3 4 Other Services: A B C D E F G H I J

\* Package 5+ form available upon request

THIS FORM MUST BE COMPLETED AND RETURNED TO SANDCASTLE PRIOR TO VISITING THE OFFICE



### Imperial Gate Device Information Sheet

Please complete and return this form to [Imperialdevice@sandcastleCM.com](mailto:Imperialdevice@sandcastleCM.com) prior to visiting our office on Tuesdays and Thursdays between 9:00am-4:00pm ONLY. Once you arrive, please call our office at 239-596-7200 and a Sandcastle team member will be out to assist you.

\_\_\_\_\_ I would like to purchase a new device (check here)

NAME: Last \_\_\_\_\_ First \_\_\_\_\_

IMPERIAL ADDRESS: \_\_\_\_\_ UNIT#: \_\_\_\_\_

ONE EMAIL ADDRESS: \_\_\_\_\_

TWO PHONE NUMBERS: \_\_\_\_\_

	<u>Vehicle 1</u>	<u>Vehicle 2</u>	<u>Vehicle 3</u>
MAKE	_____	_____	_____
MODEL	_____	_____	_____
COLOR	_____	_____	_____
LICENSE PLATE #	_____	_____	_____
STATE OF REG.	_____	_____	_____
DEVICE TYPE (SEE BELOW)	_____	_____	_____
DEVICE #	_____	_____	_____

#### DEVICE TYPE

Please use the following key for the DEVICE TYPE above

Enter "FRONT" = front gate sticker

Enter "BACK" = back gate sticker

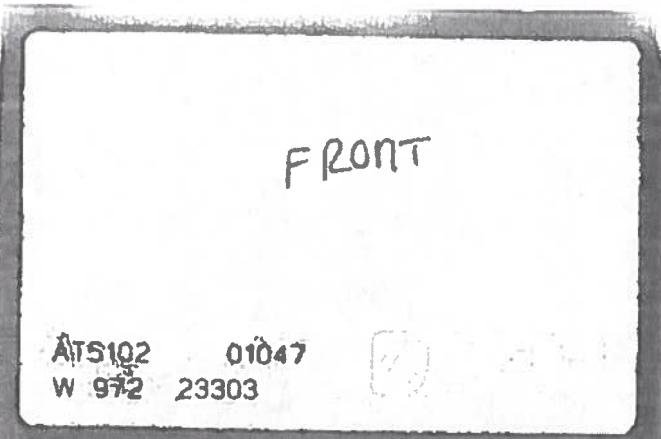
Enter "Wand" = black portable device

Enter "PED" = back pedestrian gate

Enter "RFID" = hard, tan portable card



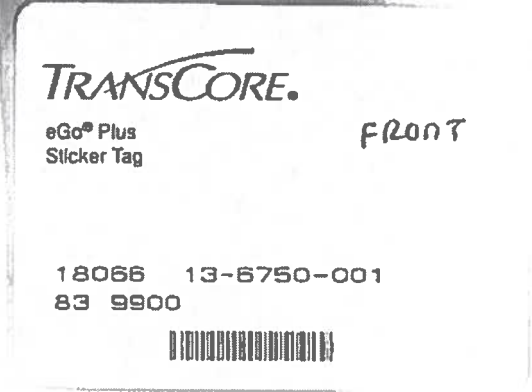
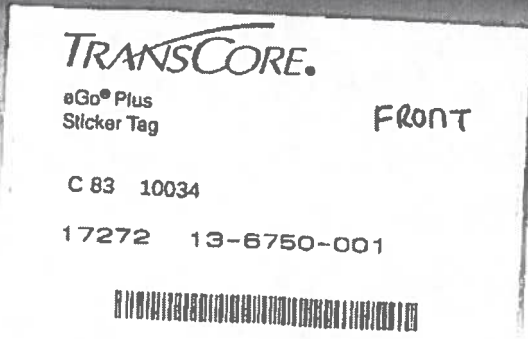
RFID tan card



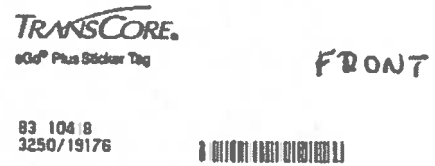
Portable wand



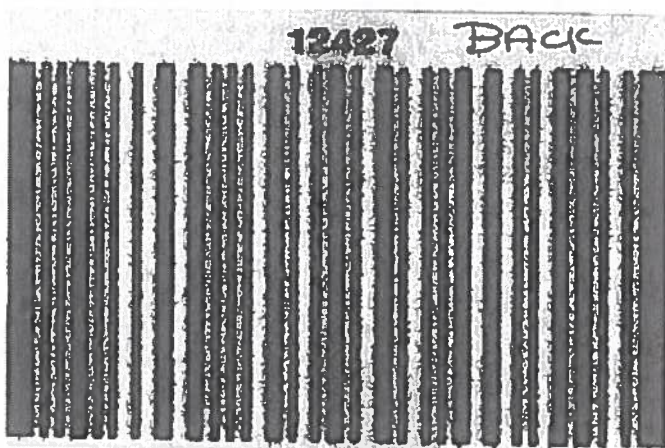
Sticker- front gate



Sticker- front gate



Transponder-back gate





Bermuda Greens Condominium Association  
 13136 Castle Harbour Drive, Naples, FL 34110  
 Phone: (239) 514-0722; Fax: (239) 514-0720  
 Email: [BGOffice@BermudaGreensNaples.com](mailto:BGOffice@BermudaGreensNaples.com)

### Guest Registration Application

This form must be completed by the owner to register all guests and/or visitors who are occupying a Bermuda Greens unit when the owner is not present, and for which there is no financial consideration, i.e. rent free. Submit completed form to the property manager at the above address.

**Restrictions: Use of a unit shall be in accordance with the following provisions which have been extracted from the Association's original governing documents (Declarations pages 21 and 22):**

**12. USE RESTRICTIONS: The use of the units shall be in accordance with the following provisions as long as the condominium exists:**

**12.1 Units. Each unit shall at all times be occupied by a single family, its servants and guests, as a residence and for no other purpose.**

**12.2 Occupancy in absence of owner. If the owner and members of his family who permanently reside with him are not in residence, and the unit has not been leased, the owner may permit his unit to be occupied by his guests only in accordance with the following:**

**A. Any one person related to a unit owner within the first degree by blood, adoption or marriage, and that person's spouse and members of that person's family within the first degree by blood or adoption, are permitted to occupy the unit owner's unit in the absence of the owner for a period not to exceed thirty (30) days. The number of occasions for this type of guest occupancy shall be limited to four (4) times in any twelve (12) month period.**

**B. House guests not meeting the relationship requirements outlined in paragraph 12.2 (A) above are permitted for only one (1) family occupancy in the unit owner's absence and then only with the provision that the family consists of no more than four (4) persons. Such guests may stay only two (2) weeks and the number of occasions for this type of guest occupancy in any unit shall be limited to three (3) in any calendar year.**

**C. The Board of Directors may require all guests to be registered in advance.**

**12.6 Pets. No pets of any kind are permitted in units when owner is not in residence.**

**Owner's Information:**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Unit No: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Guests/Visitors (Responsible Person):**

Name: \_\_\_\_\_  
 Relationship to Owner: \_\_\_\_\_  
 Permanent Address: \_\_\_\_\_ City: \_\_\_\_\_  
 State: \_\_\_\_\_ ZIP: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Arrival Date: \_\_\_\_\_ Departure Date: \_\_\_\_\_



**Bermuda Greens Condominium Association**  
13136 Castle Harbour Drive, Naples, FL 34110  
Phone: (239) 514-0722; Fax: (239) 514-0720  
Email: [BGOffice@BermudaGreensNaples.com](mailto:BGOffice@BermudaGreensNaples.com)

### Guest Registration Application

**Vehicle Information:**

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_  
Color: \_\_\_\_\_ License Plate (State & Number): \_\_\_\_\_

**List of all other proposed occupants:**

Names	Relationship to Unit Owner	Arrival Date	Departure Date

**Emergency Contact:**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
ZIP: \_\_\_\_\_ Phone: \_\_\_\_\_

**Owner's Certification/Signature:** I/We affirm the above information is accurate and that I/we are in compliance with the use restrictions stated above. I/We further affirm that our visitors/guests will read and observe all existing Bermuda Greens Condominium Association Rules and Regulations and that I/we further agree that I/we will be held responsible for the cost of any damage caused by my guests to Bermuda Greens common and/or limited common areas.

\_\_\_\_\_  
(Owner Signature/Date)

\_\_\_\_\_  
(Property Manager Review/Date)

**BERMUDA GREENS**

**Revised 01/17/2021**

**FREQUENTLY ASKED QUESTIONS AND ANSWERS**

**Q. What are my voting rights in the condominium association?**

A. One vote per unit.

**Q. What restrictions exist in the condominium on my right to use my unit?**

A. Occupancy is for single family only with no more than two (2) people per bedroom. See enclosed required Guest Form for use restrictions in owner's absence. Occupancy in owner's absence requires a completed Guest Form be submitted to the community manager.

**Q. What restrictions exist in the condominium documents on leasing my unit?**

A. No unit may be rented for the first two years of your ownership. After the second anniversary of your ownership, if you choose to lease, all leases are for a minimum of ninety (90) days and no more than four (4) leases permitted per year. Each lease needs an application and board approval.

**Q. How much are my quarterly condo fees to the condominium association for my unit.**

A. \$1618.00 due quarterly first day of January, April, July, and October

**Q. Am I required to pay rent or land use fees for recreational or other commonly used facilities, if so, how much am I obligated to pay? Annually?**

A. No and None

**Q. Is the condominium association or other mandatory membership association in any court case in which it may face liability in excess of \$100,000? If so, identify each case**

A. No

**Q. Can my overnight company have a pickup truck, other truck, or motorhome parked on Bermuda Greens property?**

A. No. Only if kept in an enclosed garage, with the door closed at all times except for when entering or leaving the property.

**Q. Is there a website where I can access the most current Bermuda Greens documents including Rules and Regulations, By Laws, Forms, Board Meeting Minutes, and other important information?**

A. Yes. Bermuda Greens provides a website with up-to-date information. Add BermudaGreensNaples.com to your favorites. The website is mostly a public site, however, once you have closed on your new home, you will be provided with a Username and Password to access the secured sections.

**Q. How do I find out about what is going on in Bermuda Greens, such as Board meetings, social events, emergency notifications and other community information?**

A. There are a variety of communication tools available including, the BG website (BermudaGreensNaples.com) email blasts, and on-site bulletin boards located at each mail kiosk and the Club House.

**NOTE: The statement contained herein are only summary in nature. A prospective Purchaser should refer to all references, exhibits hereto sales contract, and the condominium documents.**

## **BERMUDA GREEN RULES & REGULATIONS**

(Excerpts from the Official Condo Documents)

Revised and board approved April 16, 2015 and updated on Nov 28, 2017

### **BERMUDA GREENS IS A SMOKE FREE COMMUNITY** **AS OF 4/16/15**

Smoking is permitted within Bermuda Greens only within the individual units including the garages. Smoking is prohibited within all the common elements and limited common elements within Bermuda Greens. These NO smoking areas include the following, but this list is not necessarily to the exclusion of others: within the clubhouse, within the entire pool area, within all lanais including clubhouse lanai, on all driveways, under all carports, on all roads, on all walkways, and on all grassed areas within Bermuda Greens. Smoking is defined as the use of tobacco products including but not limited to cigarettes, cigars, pipes, and electronic cigarettes (a battery operated device that may contain nicotine and delivers vapors for inhalation).

### **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 or egress to and from the units with the following exceptions:
  - a. The placement of one or two “small” plant pots that do not interfere with ingress or egress is permitted.
  - b. Similarly, a “small” statue may be located near the entrance to the unit provided it does not interfere with the ingress or egress from the unit. Carriages, toys, bicycles, wagons, shopping carts, chairs, benches, tables, barbeque 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 landings or utility rooms may be utilized for the storage of personal goods or appliances including barbeque grills. 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. A unit owner who plans to be absent from his unit for an extended period of time (approximately two weeks or more) must, prior to departure, remove furniture, potted plants or other objects from around the exterior of the unit. Similarly no objects may be left on the lanais unless approved storm shutters are installed.
3. No garage, sidewalk, yard or flea-market sale or other type activities is permitted anywhere in the Bermuda Greens complex.

4. Tightly secured trash cans and tightly secured trash bags (Tuesdays and Fridays) and properly prepared recycle bins (Fridays only) may be placed near the street on the night before the designated pickup days. Bulky items such as appliances (washer, dryer, TV, water heater) can be picked up at no charge on recycle day (Fridays) if you call 239-252-2380 at least 48 hours before your scheduled pick up day. Such items should never be left at the dumpster.

5. Refuse and trash 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 trash must be securely bagged before depositing into the dumpster. Appliances as noted in #4 above must never be left at dumpster. Nothing should ever be left on the ground around dumpster. Use your garbage disposal. No garbage is allowed in dumpster.

6. No trash cans, bags, supplies, containers or other such articles shall be placed in or on the walkway, lanais, stair landings and entryways. Trash should be taken to the dumpster whenever necessary.

7. 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.

8. No unit owner (or family member, guest, lessee or any occupant) shall allow anything to fall from windows, walkways, lanais, entryways or doors of the premises, nor shall she/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. In the case of the lanai below being outside the building line, debris or water must not make contact with the lanai cover below.

9. No unit owner or unit occupant shall engage in or permit any disorderly or disturbing activity that interferes with the rights, comforts or convenience of other unit occupants. 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 televisions should be audible from other units. **The hours between 11:00 pm and 7:00 am are designated as quiet time.** The operation of vacuum cleaners, clothes dryers, dishwashers, washing machines and other like appliances between these time frames is prohibited.

10. No outdoor cooking or barbequing is permitted on lanais, stair landings, in garages, under carports, or over grassy surfaces. North Naples Fire Prevention Bureau prohibits storage of LP canisters within individual condominium units or attached garages of condominium units. Residents may use the propane grills located near clubhouse, but must clean the grill and area upon completion. Use of electric or charcoal grills by individual unit owners is permitted. North Naples Fire Prevention Bureau states that all grills must be used at least 10 feet from a building. Outdoor cooking or barbequing is permitted on driveways in front of garages at

least 10 feet from the building. Grills are to be stored in garages or courtyards when not in use and cannot be stored in common areas, limited common areas or lanais.

11. No flammable or explosive substance, except those necessary and suited for normal household use, shall be kept in any unit. **LP gas canisters may NOT be stored in garages or inside units.**

12. 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 submit four by six inch notices to the property manager for posting in designated locations if deemed appropriate. Eight and one half by eleven inch notices may be posted in designated locations by a board member or the property manager for committee or board announcements as space permits. A notice must be dated and removed within one month.

13. Unit owners, or any unit occupant, at no time may climb on the roofs. All commercial workers such as window washers must get prior approval from the manager before starting the job. Unit owners who hired the worker and/or the worker himself may be held responsible for any damage to the building. Contractors, handymen, etc. are not allowed to work in Bermuda Greens before 8:00 am or after 5:00 pm Monday – Saturday and not at all on Sunday except for emergencies.

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 moving of personal property, deliveries, or use of the common elements. The exterior stucco surface must never be penetrated by the use of nails, screws etc. Nothing should be suspended from or attached to the exterior of the buildings. The unit/lessee shall be held responsible for and shall bear any expense of such damage.

15. Bermuda Greens will follow the Collier County Ordinance regarding number of people residing /sleeping in a unit at one time. (Ord. 2010, section 6(13), Code of Laws and Ordinance; [www.colliergov.net/code](http://www.colliergov.net/code); Main Office: 239-252-2550)

### **ARCHITECTURAL GUIDELINES**

1. Unit owners are specifically cautioned that their rights to make any addition, change, alteration, or decoration to the exterior of the condominium buildings are subject to provisions of the Declaration of Condominium. All such additions, changes or alterations must be presented to the Board of Directors for approval, accompanied by written plans, drawings and specifications. This includes all window and exterior door replacements as well as garage doors.
2. 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 written Board approval.
3. If a unit owner, after first obtaining Board permission, makes any modifications, installations or additions to his unit or the common or limited common elements,

the unit owner and his successors in title shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions.

4. No owner shall cause his porch or lanai to be enclosed or cause any changes, structural or non-structural, to be made to the unit or building, including painting or other decoration outside of the units, or the installation of any electrical wiring, appliance or Jacuzzi or in any manner change the external appearance of any portion of the Condominium without prior approval by the Board of Directors.

All interior structural changes require Board approval. If carpeting is not to be used for flooring replacement in second story units then Board approval is required to ensure the proper sound proofing underlayment is used. This includes all tile, wood, vinyl and laminate installations in second floor units even when this flooring is not replacing carpet. Proper water proofing of concrete floors on first floor units is required prior to changing flooring in these units.

The following are examples of specific changes and the applicable approval requirements:

1. Addition of an awning covered screened patio: (Board Approval)
  - a. Applicable to first floor, three bedrooms, golf front units only.
  - b. All owners in the building must approve patio construction in question, except in the case of Buildings E-F-G-H-I.
  - c. Patio must be identical in all respects to the patios constructed in Building E.
  - d. Each homeowner of such patio must sign a recorded agreement assuming responsibility for maintenance of the patio in all respects.
2. Decorations (Flags, Lights, Banners, etc.)
  - a. No permanent decorations are allowed. Decorations for holidays and special events are permitted for one week before and one week after.
  - b. Fixtures for the decorations cannot be permanently attached to buildings, trees, or shrubs. Decoration attachments cannot penetrate the external stucco (i.e. no nails, screws, etc.)
  - c. Low voltage ground lights including solar lights along the sidewalk or driveway must be maintained and are the sole responsibility of the owner.
  - d. Any owner may display one (1) portable, removable United States flag in a respectful way on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day.
3. Shutters, Panels and Screen/Security Doors (Requires Board Approval).
  - a. Color for all shutters and doors is WHITE
  - b. Where possible, the style of doors should be the same as the neighboring unit. A key for all lockable doors must be on file with the property manager. In case of a combination entry lock the code must be on file with the property manager. It is recommended that if a security system is installed, that the code also be left with the property manager.



- c. Installation of shutters, panels, etc. cannot be to the exterior of the lanai or patio screen.
  - d. Screens are required where originally placed on the exterior of all windows and lanais.
4. Solar Shades, Blinds and Window Treatments:
- a. Fixtures that provide shade and or privacy on patio and lanais as well as the application of film to the interior of windows or any type of window tinting that substantially change the exterior appearance of the building require board approval.
  - b. Installation cannot be to the exterior of the lanai or patio screen.
5. TV and Radio Antennas including Satellite Dishes:  
TV antennas, radio antennas, and satellite dish antennas and communication dishes are not permitted on common ground or external to any building.

## **VEHICLES, INCLUDING BICYCLES, ROADWAYS AND PARKING AREAS**

1. Occupants of each unit are limited to keep within Bermuda Greens complex no more than two motor vehicles. All vehicles must be registered with the property manager. Additional and replacement vehicles must be registered with the manager at the time of purchase. Designated covered parking spaces under car ports and driveways up to the garages are for the use of the designated unit occupants and their guests only.
2. Occupants of units are not permitted to have the following vehicle types parked or stored anywhere in the Bermuda Greens complex unless fully enclosed inside a garage:
  - Boats
  - Trailers of any kind
  - Pick up trucks
  - Any type of vehicle with an open utility bed
  - 4 door pick up trucks
  - Vans or any other vehicle type with commercial signage.
  - Commercial vehicles
  - Campers
  - Mobile homes
  - Motor homes
  - Any vehicle with more than 2 axles.
  - Inoperable vehicles
  - Unlicensed (unregistered) vehicles
  - Go-carts
  - ATV's
  - Golf carts

3. Vans or trucks with commercial signage are not permitted anywhere in Bermuda Greens on Sundays and National Holidays except for emergencies. Such vehicles are permitted in Bermuda Greens only Monday – Saturday 8:00 am – 5:00 pm except for emergencies. At no time is a truck over 40 feet long permitted anywhere in Bermuda Greens.
4. No vehicle shall be parked any where except on a paved area intended for that purpose or in a garage or under a carport. Parking or driving motor vehicles on lawns, landscaped areas, sidewalks, lanais, in courtyard, or inside a unit is not permitted. Vehicles shall be parked between pavement markings so as not to take up more than one space and be pulled fully forward. Parking is never permitted in no parking areas.
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.
9. Owners may park in another owner's carport, driveway or garage with written permission from the owner. The written permission should be kept in the parked vehicle to be shown to the manager if requested.
10. Owners when not in residence who leave a car in the carport or parked in their driveway must provide manager with access to the car key either through the condo watch person or location of car key within the unit.
11. When unit is unoccupied storage of first car must be within lines of one's designated covered parking spot (carport), driveway, or garage. If unit owner has a second car and a driveway, second car must be parked in his designated driveway. If unit owner does not have a driveway or a driveway long enough to accommodate the vehicle, then second car may be parked within lines of any open guest parking spot. In consideration of their neighbors, it is recommended that all occupants while in residence, especially in season, not occupy the same guest parking spot consistently.
12. Bicycles must be stored inside units when owners are not in residence and unit not occupied. Storage or parking of a bicycle on sidewalks, stairways or stair landings is not permitted at any time. Bicycles are to be parked in bicycle racks when unit is

occupied and bicycle not in use. Any abandoned bicycle can be removed by the property manager at the direction of the Board. A bicycle is regarded as abandoned when tagged for 1 week with no response to the property manager. All bicycles must be registered with the property manager. All bicycles must be maintained in proper operating condition and appearance or will be tagged for removal. Bicycle rack at clubhouse front door is for use only by persons visiting the clubhouse.

### **GARDENING AREAS**

1. Gardening by residents is a privilege and not a right. All trees, plants and shrubs are the property of Bermuda Greens Association and will be maintained and/or removed at the discretion of the association regardless of who paid for the plants.
2. Plantings by unit owners are restricted to ornamental shrubs and flowers of reasonable size, shape and color in harmony with the existing growth. Unit owner plantings not in harmony with the existing landscape will be removed.
3. Unit owners who wish to change existing landscape plantings in area of their unit and, at their own expense by using the Bermuda Greens landscape maintenance contractor, should contact the landscape committee first for preapproval. The landscape committee will then consult with the contractor to obtain a written proposal.
4. Planting of annuals by unit owners requires that all annual plantings be removed and pots emptied by the unit owner before returning north for the summer.
5. Growing of vegetables and fruit trees is strictly prohibited.
6. Garden hoses must be neatly stored.
7. Nails, screws or other penetrating objects placed into trees or into the building for any reason are strictly prohibited.
8. Parking of any vehicle or driving of any vehicle, on grass is not permitted due to potential damage to irrigation system (heads and lines).
9. No artificial flowers are permitted in garden areas.

**Recommended Annuals:** Impatiens, Begonias, Pentas, Geraniums, Petunias, Salvia, Celosia, Coleus, Alyssum, Snap Dragon, Vinca, Daisies, Marigolds.

**Recommended Shrubs:** Hibiscus, Gardenia, Star Jasmine, Liriope, Bougainvillea Dwarf, Dracaena, Indian Hawthorn, Gethrophia, Ixora, Plumbago, Crotons, Cocoplum, Dwarf Garden Island Ficus

**Undesirable Plantings:** Carrotwood, Ficus (except Green Island Dwarf variety), Mahogany, Oleander, Norfolk Pine, Bottle Brush, Fish-tail Palm, White Bird of Paradise, Asparagus Fern, Boston Fern, Rio, Discolor, Wandering Jew, Schefflera Trees, Bamboo (all varieties), Invasive Vines (i.e. Pothos, Virginia Creeper), Areca Palm, Roses, Crown of Thorns.

### **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 twenty (20) pounds (no pit bull or pit bull mix is permitted).**
2. No pets of any kind are permitted in a unit when the unit owner is not in residence. Annual lessees, seasonal 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 the Rules and Regulations to feed any ducks, geese, wild birds, alligators and other 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.

### **USE OF POOL**

1. Pool hours are from 7:00 am until dusk. **No swimming is permitted at night.**
2. No lifeguard is on duty therefore everyone swims at their own risk.
3. Each person must shower before entering the pool, soap/shampoo may not be used for safety reasons.
4. **Children under 12** must be accompanied by a parent/guardian while in the pool area.

5. **Toddlers in diapers** must wear extra rubber pant protection over diaper and under bathing suits. Parent/Unit Owner/Renter will be held responsible for any pool contamination by the child, and pay all costs to remedy the situation to original conditions.
6. Floats are not permitted if more than 8 persons are in the pool.
7. Use towels or pad protection on lounges.
8. No glass of any kind is permitted in the pool area including the lanai. Food must be kept and consumed within the screened in lanai area.
9. Smoking is not permitted in the entire pool area including the screened in lanai. Smoking is defined as the use of tobacco products including but not limited to cigarettes, cigars, pipes and electronic cigarettes (a battery operated device that contains nicotine and delivers vapor for inhalation.)
10. For safety reasons, ball playing, running, rough housing or use of squirt guns is prohibited in pool area. Diving or jumping into pool is also prohibited at all times.
11. Close umbrellas and return chairs/chaise lounges to the original pool facing position when leaving pool area for safety reasons.
12. Pets are not allowed in the pool area at any time.
13. Bicycles, scooters, skateboards and skates of any type may not be used within the pool area. Baby carriages or strollers are permitted but must be kept away from the pool edge with brakes applied when not in use.
14. No one using the pool or pool area shall engage in any disorderly, boisterous, or other disturbing activity that interferes with the rights, comforts or relaxation of another pool user or resident.
15. Radios, CD's, ipods are permitted in pool area with headphones only.
16. Cell phone use should be kept at a minimum in pool area.
17. When walking to and from pool complex, proper cover ups over swimsuits are required for males and females of all ages.

### **USE OF SPA**

1. SPA hours are from 7:00 am until dusk.

2. No lifeguard on duty therefore everyone uses the SPA at their own risk.
3. SPA temperature is normally at 102 degrees and may not exceed 104 degrees. Persons with heart conditions or high blood pressure or any cardiac problems should be cautious regarding the length of stay in the SPA.
4. **Children under 12 are not permitted in the SPA.**

### USE OF GRILL

1. Caution must be exercised and hood must be raised when lighting the grill.
2. Individuals using the grill must remain within sight of the grill.
3. The grill must be cleaned after use, gas turned off and lid closed.
4. Shut the gas off at the tank after each use.

### 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 Board of Directors at least **15 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, with the approval of the Board.
2. Any unit owner may lease the clubhouse for temporary exclusive use by the following steps:
  - a. Apply in writing to the Board for use at least fifteen (15) days in advance of the requested date.
  - b. State the purpose of the desired use, the beginning and ending time of the event, the number of persons expected, and the extent to which the facility will be used, i.e. just clubhouse?, just pool?, both?
  - c. Include with the written request a \$200 security deposit (if 12 or fewer persons will be present, the security deposit is \$50) which will be refunded, providing that the owner leaves the facilities in the condition identical to the one in which the unit owner found the facilities (this includes returning furniture to the same positions and cleaning the premises).

- d. Obtain written approval from the property manager, board president, or other designated board member.
3. **Temporary exclusive use** implies that the unit owner may use the facilities for the time and in the manner approved, but that no other unit owner may be denied access to the pool.
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, 14 days before the date of the third request, no one has asked to use the facility, and there are fewer than 2 reserved dates during the week in question, the Board 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. Lessee 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 lessees. If the application of such a lessee is approved, the lessee is subject to all of the above restrictions.

**GUEST/VISITOR IN OWNER'S ABSENCE**  
**or**  
**SALE OR LEASE OF A UNIT**

1. Should a unit owner wish to sell, or otherwise transfer ownership, including to family members, to lease, or to rent or to otherwise permit occupancy of his/her condominium parcel (which means the unit together with the undivided share of the common elements appurtenant thereto) he/she shall, before making or accepting any offer to purchase, transfer, sell, lease, rent or otherwise permit occupancy of the condominium parcel, deliver to the Board of Directors a written notice containing:
  - a. The terms of the offer he/she received or which he/she wishes to accept or proposes to make. A copy of the offer is to be given to manager.
  - b. The name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, and,
  - c. Such other information as may be requested by the Board of Directors within 5 days of receipt of notice.
2. **REQUIRED VISITOR/GUEST APPLICATION FORM:** A unit owner **must** complete a *Guest/Visitor Application Form* if he/she plans to have guests/visitors staying in the owner's unit when he/she is **not** present. Such persons are not permitted to have pets. A guest or visitor is any person, including relatives or friends, occupying a unit owned by another when no financial interest is considered.

3. In the case of a proposed sale or lease of a unit, the owner will obtain the appropriate application form which will be submitted with a \$100 application fee, be signed by the prospective purchaser, lessee, or occupant and contain the following information:
  - a. The street address and unit number of the property being sold or leased.
  - b. The name(s), address and telephone number of the seller or lessor.
  - c. The name(s), present residential address and telephone number of the intended purchaser, lessee or occupant.
  - d. The name, address, and the telephone number of the real estate (or closing) agent (if applicable).
  - e. The name(s) and age(s) of the child(ren) who will occupy the condominium unit (if applicable).
  - f. In the case of a new owner, a description of any pet that will be domiciled in the condominium unit; only OWNERS are permitted to have approved pets (see section on PETS).
  - g. A description of the intended purchaser's or lessee's motor vehicle(s), including the license plate number(s) and state(s) registrations.
  - h. Bank, credit and personal references, as required by the application.
  - i. A written acknowledgement by the intended purchaser, lessee or occupant that he/she has read the *Bermuda Greens Rules and Regulations* and that he/she agrees to abide by them and or any future amendments or revision of them. Further, he/she agrees to comply with all provisions of the *Articles of Incorporation, Declaration of Condominium, and By-laws*.
  - j. A written acknowledgement that the Board of Directors 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.
  - k. A written acknowledgement that the intended purchaser or lessee authorizes the Board or its agent to make an investigative background check of credit and personal references.
  - l. 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.
4. In the case of a proposed sale or other transfer of title of a unit, including transfer to a trust or to a family member, the unit owners shall give the Board written notice of intent at least twenty days prior to the intended closing date. Within 20 days after receipt of the required notice 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.
5. In the case of a proposed lease of a unit, the unit owner shall give the Board written notice of intent at least 15 business days prior to the starting date of the proposed lease. Within 15 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 15 business day period, such failure to act shall be deemed approval.
6. No unit may be leased for a term of **less than 3 months**. A unit owner shall not lease his/her unit more than 4 times during any 12 month period. No lease may be for a term of more than 1 year. However, the Board may approve the same lease from year to year. No Bermuda Greens condominium unit may be sub-leased. A copy of the signed lease must be given to the Board.
  7. During the term of a lease, no one but the lessee and his/her family and guests may occupy the unit. Guests must fill out a *Guest Application Form* available from the manager and filed with the manager.
  8. A unit owner whose unit is leased may not use the recreational 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 lessee has waived use rights in writing.
  9. No person **under 21 years of age** shall occupy a unit unless his/her parent or the unit owner is in residence.
  10. In the event of a sale or lease, approval by the Board of Directors shall not be unreasonably withheld.

### OPEN HOUSES

No unit owner may post or display any signs anywhere on the condominium property, including "For Sale", "For Rent", and other similar signs. Unit owners may post or display "Open House" signs in accordance with the rules specified below:

- a. "Open House" signs are only permitted between the hours of 10:00 am and 5:00 pm SATURDAYS AND SUNDAYS ONLY.
- b. Owner/Realtor "Open House" signs must be professionally prepared and are not to exceed 18 inches by 24 inches.
- c. "Open House" real estate signs are limited to a maximum of three signs, one at unit and two directional. One open house directional sign is to be placed at the entrance to Bermuda Greens property at the corner of Imperial Golf Course Boulevard and Garden Path Boulevard. This sign can only indicate that there is an "Open House"; no other information is permitted. A second directional sign is to be placed at the corner of Bermuda Greens Boulevard and Castle Harbour Drive or Bermuda Greens Boulevard and Hamilton Harbour Drive. In the case of multiple open houses, directional signs should not be duplicated.
- d. Compliance with this rule is the unit owner's responsibility and it is their responsibility to ensure that Realtors comply with them.

## EMERGENCIES

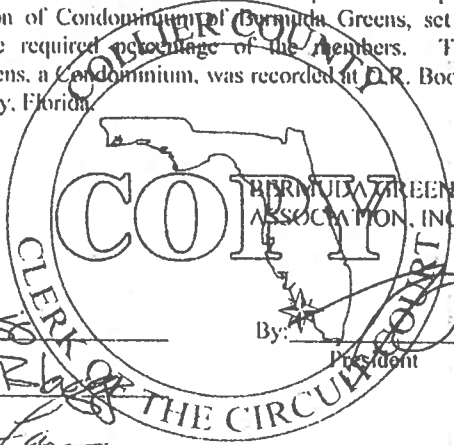
1. Each unit owner must provide the management company with a duplicate house key of both entry doors and dead bolt locks as well as outside door key and code for keyless entry, if applicable.
2. A unit owner who plans to be absent from his/her unit for an extended period of time, (more than two weeks) must prepare the unit prior to departure in the following manner:
  - a. Remove all furniture, potted plants and other objects from around the outside of the unit and, unless approved hurricane shutters have been installed, from the lanai.
  - b. Must shut off the main water valve inside the unit and the breaker for the water heater inside the electrical breaker box.
  - c. Provide the management company with an alternate address/phone number as well as the length of absence.
  - d. Provide management with name and phone number of condo watcher.
  - e. Must have air conditioner on and in good working order and set at a level to prevent mold and mildew growth inside the unit.
  - f. It is required that every unit owner must have a condo-watcher to inspect unit on a regular basis. It is furthered suggested that the condo watcher be licensed and insured.

Instrument prepared by and after  
recording return to:  
Ashley D. Lapo, 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 in D.R. Book 1662, Pages 1248. *et seq.*, Public Records of Collier County, Florida.



BERMUDA GREENS CONDOMINIUM  
ASSOCIATION, INC.

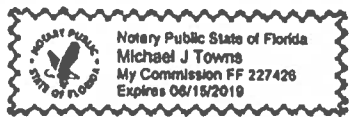
Witness  
Print Name: Robert R. [Signature]

By: [Signature]  
President

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.



[Signature]  
Notary Public  
My Commission Expires 6-15-2019

**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]

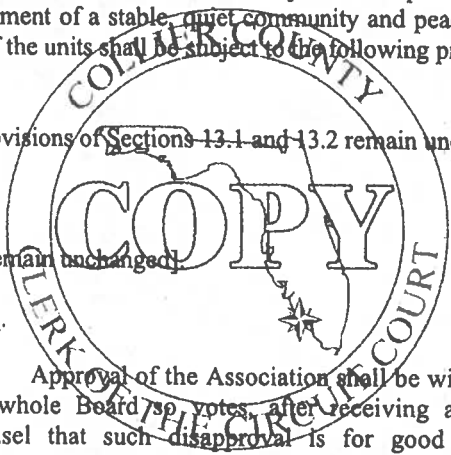
13.3 Procedures.

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

(C) Disapproval.

(1) Approval of the Association shall be withheld only if a majority of the whole Board ~~sp. 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:

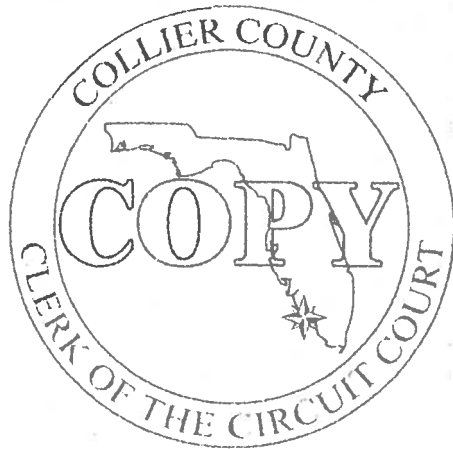
- a) The person seeking approval, or any of the proposed occupants of the Unit, has been convicted of, or entered a plea of guilty or nolo contendere to, a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
- b) The person seeking approval has a 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].

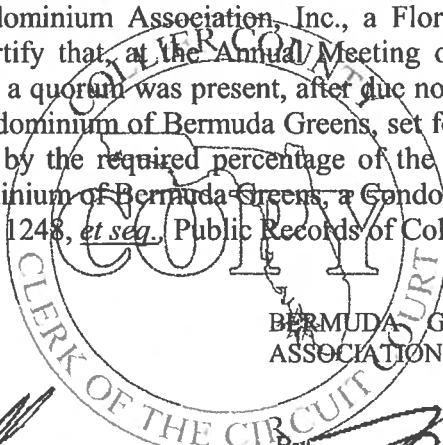


Instrument prepared by and after  
recording return to:  
Ashley D. Lupo, Esq.  
Roetzcl & Andress  
850 Park Shore Drive  
Naples, FL 34103  
(239) 649-6200

(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.

Ashley D. Lupo  
Witness  
Print Name: Ashley D. Lupo


By: Fred Demms  
Fred Demms, President

Clement J. Ross, Jr.  
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 of \_\_\_\_\_ is the seal of said corporation.

Clement J. Ross, Jr.  
Notary Public  
My Commission Expires

 CLEMENT J. ROSS, JR.  
Commission # GG 256906  
Expires September 10, 2022  
Bonded Thru Budget Notary Services

**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 for 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~~has~~ 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

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, 2019.

Unit #: \_\_\_\_\_

Date: \_\_\_\_\_



**Bermuda Greens Condominium Association**  
13136 Castle Harbour Drive, Naples Fl 34110  
Tel: (239)-514-0722  
Email: [Bermudagreensoffice@gmail.com](mailto:Bermudagreensoffice@gmail.com)

### **Bermuda Greens Architectural Change Application**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address/Unit# \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Reference: Current Bermuda Greens Condominium Association Rules & Regulations**

**Purpose: This form is submitted by owners who want to alter the existing INTERIOR structure of their condominium. Such changes could include modifications of the following:**

- interior unit wall, floor, or ceiling,
- installation or removal of any tile, wood, or laminate floor covering,
- installation, removal or modification to any awnings,
- installation or removal of any hurricane shutters,
- installation or replacement of exterior windows or doors,
- electrical or plumbing, changes to air conditioning refrigerant lines, and
- utility work requiring a Collier County permit.

**For a complete discussion of requirements and restrictions, refer to Bermuda Greens documents including the current Rules and Regulations. Prior approval is not required for routine/periodic interior painting, decorating, or carpet installation.**

Unit #: \_\_\_\_\_

Date: \_\_\_\_\_

**1. Restrictions:**

- a. No changes are permitted to any exterior walls, walkways, parking areas or any common areas.
- b. Each qualifying individual project requires a separate application.
- c. All changes/improvements to a unit that can be viewed from the outside must conform to the existing shape, form, design, and style.

**2. Window Replacements:**

- a. All replacement windows and installations must meet current Collier County Building Code hurricane/impact glass requirements and specifications. Only windows that open and close vertically are permitted (no casement or sliding windows).
- b. Clear glass or light grey glass tint is permitted. No other glass tints or colors permitted.
- c. Windows may be vinyl or aluminum.
- d. Windows and grids must be white.
- e. Window screens must be light charcoal grey in color.
- f. Double hung windows are required in second floor units in buildings with garages. Single hung windows not permitted in these units.
- g. Either single hung or double hung windows are permitted in all first floor units, of all buildings and in second floor units, only in buildings which do not have garages.
- h. Grid patterns and designs must be identical to the original windows.
- i. Low E (energy efficient) glass is an option in double hung windows with full screens. (Full screen will obscure the green color.)
- j. Low E glass is also an option in single hung windows, watch windows and fixed windows, but only if a light grey tint is added to the glass. Light grey tint is to obscure the green appearance.
- k. Insulated window glass (argon gas) is an option in all windows

**3. Sliding Glass Door Replacement**

- a. All replacement glass doors and their installation must meet current Collier County Building Code hurricane/impact glass requirements and specifications.
- b. Clear glass or light grey glass tint permitted. No other glass tints or colors permitted. Mirrored glass not permitted.
- c. Sliding glass doors may be vinyl or aluminum.
- d. Sliding glass doors must be white in color.
- e. Insulated glass doors (argon gas) are an option.

Unit #: \_\_\_\_\_

Date: \_\_\_\_\_

- f. **Low E glass is an option, but only if a light grey tint is added to the glass (to obscure the green appearance).**
- g. **No screens or grids are permitted on sliding glass doors.**

**4. Garage Doors**

- a. **Garage doors must be hurricane rated and must meet current Collier County and building code requirements as specified.**
- b. **The replacement door must match the original doors in design and style.**
- c. **The top section of the door must have a Sunray 4 light Polycarbonate window.**
- d. **The door must be White in color.**
- e. **Attached at the end of this document is a photograph of an Amarr Stratford 1000, Colonial Panel garage door which is an acceptable replacement.**

**5. Floors**

- a. **Floor soundproofing material of at least the equivalent of Proflex 90 or better must be used under all 2<sup>nd</sup> story flooring except those areas that are carpeted.**
- b. **The concrete floors of all 1<sup>st</sup> floor units must be water-proofed prior to the installation of any flooring.**
- c. **All materials for all projects must be inspected and approved by an ARC member, Board member, and/or the property manager once delivered on site and prior to any/all installation.**
- d. **Must leave a ¼" space between wood type flooring and walls for expansion purposes**

**6. Shutters: All hurricane shutters must be white and be located inside the screens when installed on the lanais**

**7. Emergency Repairs: In case of emergency, the ARC application being submitted in advance is waived, but immediately after the emergency portion of the repair is addressed, the ARC paperwork must be submitted with an explanation of the reason for the emergency circumstance**

**Contractor Requirements:**

- 1. Any company, vendor, contractor or other entity engaged to perform work in any unit must provide the management office proof of all legally required licenses, insurance, and other documents.**

Unit #: \_\_\_\_\_

Date: \_\_\_\_\_

2. All contractors must carry a minimum of \$2M of General Liability Insurance in the aggregate, with \$1M per occurrence.
3. All contractors must also provide proof of auto insurance and Workers Compensation insurance coverage.
4. All contractors must have proof of Florida State Certification for Competency of Trade, if necessary.
5. All contractors must register with the property manager inside the Bermuda Greens Club House when entering Bermuda Greens property.

**Collier County Permits:**

1. No work will be undertaken without a Collier County permit if said work requires such a permit.
2. When required, Collier County code compliance permits will be obtained and posted in a visible area when work is underway.

**The Process: Here is the process to be followed:**

- **Step 1: Owner completes form & sends to Property Manager at least 30 calendar days before work is to begin.**
- **Step 2: Property manager logs in application, reviews it to ensure administrative correctness and sends to ARC Committee member. Incomplete applications will be returned to owner for correction.**
- **Step 3: ARC Committee reviews, recommends approval/disapproval and returns application to property manager no later than 14 calendar days after receipt of the application from the Property Manager.**
- **Step 4: Property Manager sends application to Board for Approval/Disapproval. Board approves / disapproves, signs off, and in turn, returns application to Property Manager.**
- **Step 5: Property Manager makes a copy of the completed application with required approvals / disapprovals for Association files, and sends owner a copy of Approvals no later than 5 business days after receipt from the Board. Disapprovals will be accompanied with an explanation as to why the project was disapproved.**
- **Step 6: Prior to the start of the approved project, the owner will contact the property manager and advise him/her of the date when all materials for the project is scheduled to be delivered and when work is scheduled to begin. Subsequently, the property manager will advise all Board Members and ARC members of the date of the scheduled delivery of materials and commencement of work.**

Unit #: \_\_\_\_\_

Date: \_\_\_\_\_

- **Step 7: Prior to the start of any work, an ARC member, a Board member or the property manager will make an on-site inspection of the worksite, examine all the material/equipment staged for installation,**  
and confirm that the materials/equipment to be installed conform with the approved application. Additionally, the project is subject to periodic inspections by the ARC, Board member, and/or property manager while it is underway.
- **Step 8: No later than 5 business days after the project is completed, owner will notify property manager.**
- **Step 9: Property manager logs in "Project Completed" and advises Board/ARC committee.**
- **Step 10: Board/ARC committee/property manager conducts follow-up inspection to ensure project was completed according to approved application.**

<CONTINUE TO PAGE 6>

Unit #: \_\_\_\_\_

Date: \_\_\_\_\_

I have read, understand, and agree to all the requirements and restrictions as outlined above as well as those set forth in the Bermuda Greens Condominium Association Rules and Regulations.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Project Description: (Provide a detailed description of the improvement to be made. Attach any plans, drawings or specifications including blueprints, contracts, if applicable, and types of materials to be used.)**

---

---

---

---

---

---

---

---

**Additional Information/Requirements for Solid Surface Flooring Projects:**

Unit area, e.g. kitchen, master bedroom, lanai,  
etc.: \_\_\_\_\_

Type/Description of flooring to be installed:

---

Square footage:

---

Type of underlayment, thin-set, grout, soundproofing, moisture barrier to be used:

---



Unit #: \_\_\_\_\_

Date: \_\_\_\_\_

---



---



---

**Prior to the installation of any hard surface floor coverings, e.g. tile, wood, laminate, etc., a Board or ARC member must also inspect the installed underlayment to assure compliance with the approved application.**

**Contractor Information:**

<b>Name:</b> _____	<b>Florida Lic #:</b> _____
<b>Address:</b> _____ _____	<b>License Expiration Date:</b> _____
<b>Phone:</b> _____	<b>Fax:</b> _____
<b>Proof of general liability insurance attached:</b> Yes: _____	<b>Email:</b> _____
<b>Proof of Auto and Workers Compensation Insurance attached:</b> Yes _____ No _____	<b>Proof of Florida State Certification for Competency Trade attached (if necessary):</b> Yes _____ No _____

**Owner's Certification/Agreement: I, \_\_\_\_\_, Owner of the above referenced unit, do hereby certify that this improvement, materials, and installation, will be in full compliance with all applicable Collier County and Bermuda Greens community rules and regulations and that I understand and agree that if this application for improvement is approved either in whole or in part, that I and subsequent owners of said unit, shall be fully responsible for all maintenance, repair, removal and replacement costs associated with this change and for any damage caused to my or any other unit(s) or BG Association property or structures.**

---

**Owner's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Unit #: \_\_\_\_\_

Date: \_\_\_\_\_

**Architecture Review Committee Review:**

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Unit # \_\_\_\_\_ Date: \_\_\_\_\_

**Recommendation: Approve/Disapprove**

_____	_____	_____
<b>(Printed Name)</b>	<b>(Signature)</b>	<b>(Date)</b>
-----	-----	-----

**Bermuda Greens Condominium Board Decision: Approved / Disapproved**

_____	_____	_____
<b>(Printed Name)</b>	<b>(Signature)</b>	<b>(Date)</b>



**Bermuda Greens Condominium Board/ARC Post Project Completion Inspection:**

**Inspector Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

_____	_____	_____
<b>(Print Name)</b>	<b>(Signature)</b>	<b>(Date)</b>



# **BERMUDA GREENS CONDOMINIUM ASSOCIATION**

## **ARCHITECTURAL REVIEW COMMITTEE GUIDELINES AND PROCEDURES**

**APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS  
ORIGINAL: FEBRUARY 2015  
REVISION 1: APRIL 30, 2019  
REVISION 2: OCTOBER 30, 2020**

**These Guidelines and Procedures may be amended or revised at any time by the Architectural Review Committee and Bermuda Greens Condominium Association Board of Directors**

## Table of Contents

<b>Subject</b>	<b>Page</b>
<b>Mission Statement.....</b>	<b>2</b>
<b>Restatement of Paragraph 11.4 of the Bermuda Greens Declaration of Condominium.....</b>	<b>2</b>
<b>Projects Requiring ARC Review and Board of Director Approval.....</b>	<b>3</b>
<b>Changes That Are Not Permitted.....</b>	<b>3</b>
<b>Summary of Discussions with Collier County Code Office.....</b>	<b>4</b>
<b>Discussion of Specific Projects &amp; Requirements.....</b>	<b>4</b>
<b>Contractor Requirements.....</b>	<b>7</b>
<b>Collier County Permitting.....</b>	<b>7</b>
<b>Process and Procedures for Requesting Board Approval.....</b>	<b>7</b>
<b>Attachments:</b>	
<b>1. Questions To Ask Before Signing A Contract</b>	<b>9      10</b>
<b>2. Photographs of Referenced Items</b>	<b>End</b>

## **ARCHITECTURAL REVIEW COMMITTEE**

### **MISSION STATEMENT**

The Architectural Review Committee (ARC) was established by the Bermuda Greens Condominium Association Board of Directors in 2014. Its mission is to assist the elected Board of Directors in improving and maintaining the architectural quality of Bermuda Greens, preserve home equity value, maintain a safe environment and ensure that any and all modifications or improvements do not jeopardize the safety and soundness of the community buildings and infrastructure.

It is further tasked with the specific responsibilities of reviewing all requests and plans submitted by owners wanting to undertake alterations, modifications and/or improvements to their individual units; to review the qualifications, licenses and insurance coverages of contractors and/or vendors that will be employed in accomplishing the planned work; and to make recommendations to the Board of Directors as to the approval or disapproval of each of the requested projects. The ARC is established as an advisory committee and has no approval authority or vote on the Board of Directors unless a member of the ARC committee is also an elected member of the Board of Directors.

### **RESTATEMENT OF PARAGRAPH 11.4 OF THE BERMUDA GREENS DECLARATION OF CONDOMINIUM**

The following is an extract of the current declaration and is provided as a reminder to all owners contemplating any interior or exterior alteration, change, improvement or renovation of his/her individual unit.

**"11.4 Alteration to Units and Limited Common Elements by Unit Owner.** No owner shall make or cause the making of any structural modifications or alterations to his unit or its appurtenant limited common elements without first obtaining the written consent of the Association, which consent shall be denied if a majority of the Board of Directors determines that the proposed modifications or alterations might adversely affect, or in any manner be detrimental to, the Condominium in part or whole. If any unit owner requests approval of an alteration or modification involving the removal of any interior partition, the Association may permit such removal if the partition to be removed is not a load-bearing partition and so long as the removal thereof would not materially affect or interfere with the utility services constituting common elements; if any located there in. No owner shall cause his porch or lanai to be enclosed or cause any changes, structural or non-structural, to be made to the unit or building, including painting or other decoration outside of the unit, or the installation of any electrical wiring, television or radio antenna, appliance or Jacuzzi, or in any manner change the exterior appearance of any portion of the Condominium, without the prior written consent of the Board of Directors. Any glass, screen, curtain, blind, shutter, awning or other item which may be installed on any porch or lanai is subject to regulation by the Board of Directors."

## **PROJECTS REQUIRING ARC REVIEW AND BOARD OF DIRECTOR APPROVAL**

This following is a list of projects that require ARC review and Board of Director approval. No work is to be started until owners have received written notification that their application for said work has been approved. If there are questions concerning if a project you are considering requires ARC approval and Board approval, contact the Property Manager at the Clubhouse before starting any work.

1. Any proposed structural change to any interior walls.
2. Any proposed work involving electrical, plumbing, air conditioning refrigerant line changes, and/or other fixture(s) or elements, including utility elements, supplied by a source outside the unit
3. Any proposed work involving the installation and/or replacement of existing floor coverings to include wood, tile, carpeting, vinyl, etc.
4. Any proposed work involving the installation or replacement of screen/storm doors, garage doors, exterior doors, windows, sliding doors, awnings, and/or hurricane shutters.

## **CHANGES THAT ARE NOT PERMITTED**

The following is a list of projects, changes, alterations, and modifications that are not permitted:

1. Any changes outside a unit, except for hurricane shutters that require prior approval (See above)
2. Changes to/replacement of any landscaping
3. Changes to /replacement of outside walls, walkways, driveways
4. Changes to / replacement of roof, gutters, downspouts
5. Installation of skylights or light tubes
6. Changes or alterations to parking spaces or carports
7. Changes to any other common areas or limited common areas in and/or around the exterior of buildings.

## **SUMMARY OF DISCUSSION WITH COLLIER COUNTY BUILDING CODE COMPLIANCE OFFICE CONCERNING WINDOWS AND DOORS**

The following is a summary of a March 13, 2019 discussion between Mr. Gibbons of the Collier County Code Compliance Office and a member of the Bermuda Greens Architectural Committee concerning current building code requirements as it pertains to the installation of replacement windows and sliding glass doors. This information was used by the Bermuda Greens Board of Directors in developing the guidelines set forth below, recognizing that it may be necessary to change these requirements from time to time as the Collier County building and fire code requirements change.

1. All replacement windows and sliding glass doors must be hurricane impact resistant unless the opening is already protected by code compliant hurricane shutters.
2. All sleeping rooms must have a window/door that meets minimum requirements for an emergency escape and rescue (egress window) as required by the current fire code.
3. Windows facing the Gulf of Mexico or the ocean must have "turtle glass" ---- dark glass to prevent the exfiltration of light which negatively impacts wildlife. Since Bermuda Greens is not ocean or Gulf facing, it is exempt from this requirement.
4. Both building and fire permits are required and both building and fire code inspections are required after the work is completed to ensure compliance with applicable codes.
5. Currently the following items are left to the discretion of a community's individual condominium board of directors as governed by the association's Declarations, ByLaws and established documents.
  - a. Window tinting and use of low emissive glass
  - b. Type of window casing; i.e. vinyl, aluminum
  - c. Type of window, i.e. single-hung, double-hung, or casement, etc.
  - d. Style of mullions
  - e. Insulated or non-insulated glass
  - f. Size and/or color of screens.
6. Finally, the code compliance office strongly recommended that owners deal only with local contractors who are reputable, licensed, insured, and familiar with Collier County building codes and install quality products to reduce the likelihood of problems.

### **DISCUSSION OF SPECIFIC PROJECT AND REQUIREMENTS**

The following provides minimum requirements for the individual projects identified below:

1. **General:** All changes/improvements to a unit that can be viewed from the outside must conform to the existing shape, form, design, and style.

## **2. Flooring:**

- a. Floor soundproofing material of at least the equivalent of Proflex 90 or better must be used under all 2<sup>nd</sup> story flooring except those areas that are carpeted.
- b. The concrete floors of all 1<sup>st</sup> floor units must be water-proofed prior to the installation of any flooring.
- c. All materials for all projects must be inspected and approved by an ARC member, Board member, and/or the property manager once delivered on site and prior to any/all installation
- d. When installing tile or hardwood flooring, a ¼ inch expansion space must be left between the flooring material and the wall to allow for product expansion. Expansion space may be covered with baseboard or quarter-round as desired.

## **3. Windows:**

- a. All replacement windows and their installation must meet current Collier County Building Code hurricane/impact glass requirements and specifications.
- b. Clear glass or light grey glass tint is permitted. No other glass tints or colors permitted. Mirrored glass is not permitted.
- c. Windows frames may be vinyl or aluminum
- d. Windows and grids must be white.
- e. Window screens must be light charcoal grey in color.
- f. Double hung windows are required in second floor units in buildings with garages. Single hung windows not permitted in these units.
- g. Either single hung or double hung windows are permitted in all first floor units, of all buildings and in second floor units in only buildings which do not have garages. Only windows that open and close vertically are permitted (no casement or sliding windows).
- h. Grid patterns and designs must be identical to the original windows.
- i. Low E glass is also an option in single hung windows, arch windows and fixed windows, but only if a light grey tint is added to the glass light grey tint is to obscure the green appearance).
- j. Insulated window glass (argon gas) is an option in all windows.

## **4. Sliding Glass Doors:**

- a. All replacement glass doors and their installation must meet current Collier County Building Code hurricane/impact glass requirements and specifications.
- b. Clear glass or light grey glass tint permitted. No other glass tints or colors permitted. Mirrored glass not permitted.
- c. Sliding glass doors may be vinyl or aluminum.
- d. Sliding glass doors must be white in color.



- e. Insulated glass doors (argon gas) are an option.
  - f. Low E glass is an option, but only if a light grey tint is added to the glass (to obscure the green appearance).
  - g. No screens or grids are permitted on sliding glass doors.
5. **Hurricane / Storm Shutters:**
- a. All storm shutters on windows and lanais must be reviewed by the ARC and approved by the Board of Directors **BEFORE** installation
  - b. All shutters and their installation must meet current Collier County Building Code hurricane protection requirements and specifications
  - c. Shutters and frame must be White in color
  - d. Shutters on the lanai are to be mounted on the inside of the existing screen
  - e. **No channel or other barricade designed to secure the bottom of any shutter, panel, awning, etc. is permitted to be installed on the lanai floor which could act as a dam thereby restricting the egress of any water entering or accumulating on the lanai floor.**
6. **Garage Doors:**
- a. Garage doors must be hurricane rated and must meet current Collier County and building code requirements as specified.
  - b. The replacement door must match the original doors in design and style.
  - c. The top section of the door must have a Sunray 4 light Polycarbonite window
  - d. The door must be White in color.
  - e. Attached at the end of this document is a photograph of an Amarr Stratford 1000, Colonial Panel garage door which is an acceptable replacement.
7. **Storm/Screen Doors:**
- a. Entry storm and screen doors installed at the front entry doorway must be full view glass doors with full screen or self-storing screens.
  - b. Entry storm/screen doors must be White in color.
  - c. Hardware may be Nickel or Brass in color.
  - d. Attached to this document are photographs of acceptable storm doors models.
8. **Lanai Screen and Frames:**
- a. Lanai screening will be Charcoal in color
  - b. Frames are to be White in color
  - c. Bottom channel of frame will have weep holes a minimum of 3/8" drilled/installed a minimum of 3 in every screened panel to allow water on the lanai floor egress to the outside.
  - d. When replacing existing lanai screen frames, aluminum flashing material must be installed under the frame on the outer edge of 2<sup>nd</sup> floor lanai floors to redirect water beyond the edge of the lanai floor and away from the building structure.

## CONTRACTOR REQUIREMENTS

1. Any company, vendor, contractor or other entity engaged to perform work in any unit must provide the property management office proof of all legally required licenses, insurance, and other documents.
2. All contractors must carry a minimum of \$2M of General Liability Insurance in the aggregate, with \$1M coverage per occurrence.
3. All contractors must also provide proof of auto insurance and Workers Compensation insurance coverage.
4. All contractors must have proof of Florida State Certification for Competency of Trade, if necessary.
5. All contractors must register with the property manager inside the Bermuda Greens Club House whenever entering Bermuda Greens property.
6. Work will be conducted only within the hours and days permitted by Association Policies, which is Monday through Saturday from 8:00 AM to 5:00 PM and that there will be no excessive noise that would be offensive to other residents in the Bermuda Greens community.

## COLLIER COUNTY PERMITTING

No work will be undertaken within the Bermuda Greens community without a Collier County permit if said work requires such a permit. When required, Collier County code compliance permits will be obtained and posted in a visible area when work is underway.

## PROCESS AND PROCEDURES FOR REQUESTING BOARD APPROVAL

The following outlines the application, review, approval and follow-up process. Each qualifying individual project requires a separate application. **In cases of an emergency, the advance submission of an ARC application is temporarily waived, but immediately after the emergency portion of the repair is addressed, the ARC paperwork must be submitted with an explanation of the reason for the emergency circumstances.**

- **Step 1:** Owner completes the Bermuda Greens Architectural Change Application form and with all relevant attachments/enclosures, including sketches, detailed drawings with measurements, architectural plans, pictures, brochures and sample materials, etc. and sends it to the Property Manager at least 30 calendar days before work is to begin.
- **Step 2:** Property manager logs in application, reviews it to ensure administrative correctness and forward the application and all attachments to ARC for their review. Incomplete applications will be returned to owner for correction and/or missing critical information.
- **Step 3:** The ARC will review all materials, evaluate compliance with the local building codes, and confirm all contractor's licenses and/or certifications. The ARC may also ask for

additional information or clarification as needed. Upon completing its review, the ARC will send its advisory recommendations back to the Property Manager no later than 14 calendar days after receipt from the Property Manager.

- **Step 4:** Property Manager sends application to Board for Approval/Disapproval. Board approves / disapproves, signs off, and in turn, returns application to Property Manager.
- **Step 5:** Property Manager makes a copy of the completed application with required approvals / disapprovals for Association files, and sends a copy to the owner no later than 5 business days after receipt from the Board. Disapprovals will be accompanied with an explanation as to why the project was disapproved.
- **Step 6:** Prior to the start of the approved project, the owner will contact the property manager and advise him/her of the date when all materials for the project is scheduled to be delivered and when work is scheduled to begin. Subsequently, the property manager will advise all Board Members and ARC members of the date of the scheduled delivery of materials and commencement of work.
- **Step 7:** Prior to the start of any work, an ARC member, a Board member or the property manager will make an on-site inspection of the worksite, examine all the material/equipment staged for installation, and confirm that the materials/equipment to be installed conform with the approved application. Additionally, the project is subject to periodic inspections by the ARC, Board member, and/or property manager while it is underway.
- **Step 8:** No later than 5 business days after the project is completed, owner will notify property manager.
- **Step 9:** Property manager logs in "Project Completed" and advises Board/ARC committee.
- **Step 10:** Board/ARC committee/property manager conducts follow-up inspection to ensure project was completed according to approved application.

**Attachments:**

- 1. Questions You Should Ask Before Signing A Contract**
- 2. Photographs of Referenced Items**
- 3. Bermuda Greens Architectural Change Application**

## **Questions You Should Ask Before Signing A Contract**

### **Licenses**

- Is the contractor licensed in the category of work you are requesting?
- Verify that the license is still current and in good standing.
- Verify that the holder of the license legally qualifies the company you are hiring.

### **Insurance**

- Does the contractor have liability and workers compensation insurance?

### **Experience**

- Does the contractor have at least 5 years of experience replacing windows and doors in South Florida or any other type of work you plan to undertake?

### **Installation**

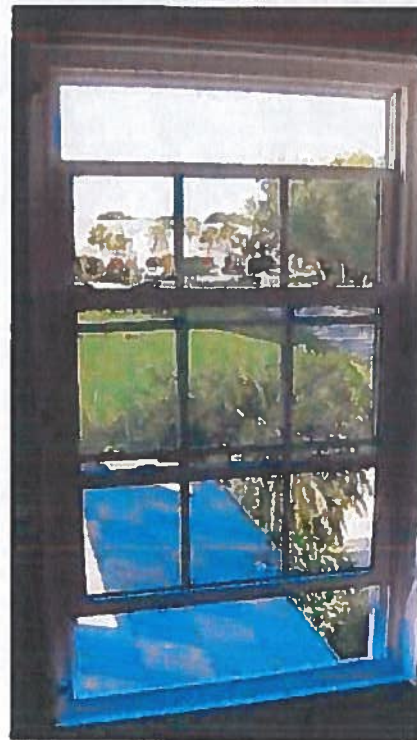
- Ask if all of the contractor's installers are employees or subcontractors.
- If they use subcontractors, be sure to get proof that the subcontractors are all licensed and fully insured.
- Be sure you are hiring them to do a complete installation so that you won't need someone else to finish any details such as stucco or drywall repair.
- Be sure that the window replacement will include replacement of any rotted wood.
- Find out their policy about replacement of broken window sills.

### **References**

- Can the contractor provide the name, phone number, and addresses of their most recent past customers? References from a window installation company will show the type of work and customer service they actually provide.
- Does the contractor's written contract detail every aspect of the installation?
- Be sure to check that the contractor's license number is printed on the contract that you are asked to sign.
- Make sure the installation contract explains when payments are due.

### **Other Important Topics of Discussion For Your Installation Professional**

- Check to see if the contractor is an authorized dealer for the products that are to be installed.
- Be sure that everything is done with a permit.
- How much does the contractor charge for permitting?
- Verify the name of the contractor you hired is the same as the contractor named on the permit.
- When the installation is completed be sure that the contractor will schedule the final permit inspection with the county.
- Before you sign a contract verify the warranties on both the products and the installation work.
- Be sure to find out how long the warranties will continue to be in effect.
- It is best to find a contractor that will also service the products they install.
- How long has the contractor been in business?
- Be sure that there is a written contract that outlines all of the details of the work to be done



**Eastern Architectural Systems Double Hung Vinyl Insulated Impact Windows w/ Light Gray Tint**

**Note about screens that come with Eastern Windows: Single-hung windows come with half screens that cover only the bottom sash. Double-hung windows come with full screens that cover both upper and lower sashes. The screens for both style of window can be removed for cleaning but neither one slides up and down.**



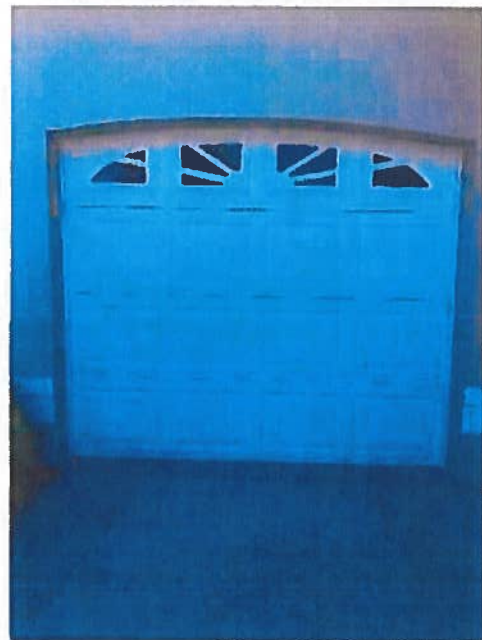
**Full View Storm Door with no Screen**



**Self-Storing Storm Door with Screen In Place**



**Full View Storm Door with Screen Stored**



**Amarr Stratford Garage Door**