

Second Notice

Annual Election of Directors & The Annual Meeting of the Members

The Bermuda Greens Condominium Association, Inc.

In accordance with the Bylaws of the Association, Section 718.112 (2) (d), Florida Statutes, and Rule 61B-230021, Florida Administrative Code, you are hereby notified that the **Annual Election & Members Meeting** for the Association will be held at the following date, time and place.

Monday March 18, 2019 @ 4:00 P.M.

**Imperial Golf Course Clubhouse
1808 Imperial Golf Course Blvd.
Naples, Florida 34110**

Enclosed with this Notice are the following items:

1. Second Notice of the Annual Membership Meeting
2. Agenda for the Meeting
3. Minutes from the 2018 Annual Meeting
4. Proxy and Proxy Return Envelope
5. Ballot and Ballot Return Envelope
6. Candidate information sheets

**SECOND NOTICE OF DATE OF ANNUAL MEETING
AND BOARD ELECTION OF
THE BERMUDA GREENS CONDOMINIUM ASSOCIATION, INC.
AND PROCEDURE FOR QUALIFYING FOR BOARD**

TO ALL MEMBERS:

On Monday, March 18th, 2019, at 4:00pm, at The Imperial Golf Course Clubhouse, 1808 Imperial Golf Course Blvd., Naples FL the Annual Meeting of the Association will be held for the purpose of electing directors and such other business as may lawfully be conducted. The purpose of this Notice is to advise you of the date, time and place of the Annual Meeting and Election or Document Changes for approval of the membership.

Agenda & Order of Business

1. Calling of roll/Certifying Proxies and a Quorum
2. Proof of notice of meeting or waiver of notice.
3. Reading of 2018 Annual Meeting Minutes.
4. Reports of Officers
5. Reports of Committees
6. Unfinished Business
7. New Business
8. Election of Directors - Results
9. Results of the Proxy/Ballots on document changes
10. Adjournment.

One-third (1/3rd) of all Association Members (a “quorum”) must be present, in person or by proxy, at the meeting, in order for business to be conducted. It is **VERY IMPORTANT** that you either attend or provide a proxy in order to conduct business at this Annual Meeting.

******The Board of Directors will conduct their Annual Organizational Board Meeting immediately following the Annual Membership Meeting.**

Date: February 16, 2019

BY ORDER OF THE BOARD OF DIRECTORS

Clement Ross, Community Association Manager

VOTING BY PROXY

If you are unable to attend the Annual Meeting and wish to vote by proxy, please note the following information about PROXIES:

1. A proxy is for the purpose of appointing **another person** to vote for you as you specifically direct (except for non-substantive items) in the event that you might not be able to attend the meeting. It must be signed by all owners of the unit or the designated voter.
2. The proxy should be submitted to the Association manager or secretary **prior to the scheduled time of the meeting**. It can be mailed to the Association or hand-delivered, either by you or your proxy. It is encouraged that the proxy be submitted as long before the meeting as possible, in order to avoid delay in registration.
3. If you appoint a proxy and later decide you will be able to attend the meeting in person, you may **withdraw** your proxy when you register at the meeting.
4. A proxy may be **revoked** in writing or **superseded** by a later proxy to another person. It may also be **assigned** (substituted) by the person designated on the proxy to a third person if the person you designate as proxy decides that he or she will be unable to attend the meeting.
5. A **proxy form** is enclosed with this notice for your use, if needed.

PLEASE BE SURE TO MAIL IN YOUR PROXY TO:

**Bermuda Greens Condominium Association, Inc. c/o Towne Properties
1016 Collier Center Way #102
Naples, FL 34110
OR**

ATTEND THE ANNUAL MEETING

Dated: February 16, 2019

BY ORDER OF THE BOARD OF DIRECTORS

Clement Ross, *CAM*

Association Manager

**PROPOSED AMENDMENTS
DECLARATION OF CONDOMINIUM**

BERMUDA GREENS, A CONDOMINIUM

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

Additions indicated by underlining.

Deletions indicated by ~~strike through~~.

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

14.1. Procedures.

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

B. Approval. After the required notice and fees, and all information requested have been provided, the Board or its designee shall approve or disapprove the proposed lease within fifteen (15) business days. If the Board neither approves nor disapproves within

the fifteen (15) day period such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

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

- 1) The notice is not accompanied by the required application fee and any security deposit required to be paid to the Association;
- 2) The unit owner is delinquent in the payment of assessments at the time the application is considered, however the Board may, in this instance and in the Board's complete discretion, make approval contingent on assignment of rental monies in lieu of a denial;
- 3) The unit owner has a history of leasing his unit to troublesome tenants and/or refusing to control and accept responsibility for the occupancy of his unit;
- 4) The real estate company, owner or rental agent handling the leasing transaction on behalf of the unit owner has a history of not adequately screening applicants, ~~or~~ recommending undesirable tenants, entering into leases without prior Association approval or allowing occupancy of a unit prior to obtaining Association approval;
- 5) The application on its face appears to indicate that the person seeking approval or the occupants intends to conduct himself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Condominium;
- 6) The prospective lessee or occupants ~~is, or~~ reasonably appears to be or intend to use or occupy the unit for a period less than the entire lease term such that the lease would violate the minimum lease term requirements is for the period of actual use, one or more college students on "spring break" or other holiday;
- 7) The prospective lessee or occupants ~~have~~ 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 ~~has~~ during previous occupancy, evidenced an attitude of disregard for the provisions in the Condominium documents and/or House Rules; or
- 11) The prospective lessee, prospective occupant or owner gives false or incomplete information to the Association as part of the application procedure.

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

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

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

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

shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed. ~~This amendment shall be effective as to leases with a term commencing on or after January 1, 2000.~~

YOU MAY RETURN YOUR PROXY VIA EMAIL AS LONG AS ALL FOUR CORNERS OF THE SIGNED PROXY ARE VISIBLE WITHIN THE SCANNED OR PHOTOGRAPHED DOCUMENT. EMAILED PROXIES MAY BE RETURNED TO ClementRoss@towneproperties.com.

**LIMITED PROXY
BERMUDA GREENS CONDOMINIUM ASSOCIATION, INC.**

The undersigned, owner(s) of Unit _____, _____ **[fill in your unit number and address]** in Bermuda Greens appoints: **(Check one)** _____ (a) Fred Demma, President of the Board of Directors; or _ (b) _____ **[if you check (b), write in the name of your proxy]** as my proxyholder* to attend the annual meeting of the members of Bermuda Greens Condominium Association, Inc., to be held March 18, 2019 at 4:00 P.M. at the Imperial Golf Estates Clubhouse at 1808 Imperial Golf Course Blvd., Naples, Florida 34110. The proxyholder named above has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution, except that my proxyholder's authority is limited as indicated below. **THIS IS A LIMITED PROXY FOR THE ISSUE LISTED BELOW. IT WILL BE USED AS A GENERAL PROXY ONLY TO ESTABLISH A QUORUM AND FOR VOTES ON PARLIAMENTARY AND PROCEDURAL ISSUES. FOR YOUR VOTE TO COUNT ON THE ISSUES LISTED BELOW, YOU MUST PERSONALLY MARK YOUR PREFERENCE WHERE INDICATED. IF YOU DO NOT PERSONALLY VOTE ON THE ISSUES LISTED BELOW, YOUR PROXYHOLDER WILL NOT HAVE THE AUTHORITY TO VOTE FOR YOU.**

PLEASE VOTE YOUR PREFERENCE:

1. Should any funds in excess of the amount used for the operation of the Condominium in the 2019 fiscal year be applied to the next fiscal year's (2020) operating expenses? (A yes vote will avoid taxation of any funds as retained earnings by the IRS under Revenue Ruling 70-604). The Board recommends a YES vote.
_____ YES _____ NO

2. Vote to waive the legal requirement to have a CPA "Audited" financial statement for fiscal year end December 31, 2019, and instead have a Cash Receipt and Expenditure, Reviewed or Compiled Statement prepared, at the Board's discretion. The Board of Directors recommends a YES vote.
_____ YES _____ NO

3. Vote to allow Reserve Funds to be used for the payment of the insurance premium at the beginning of the 2020 fiscal year, with the funds to be replaced prior to December 31, 2020? (This will allow for an overall savings in our expense for insurance in 2020). The Board recommends a Yes Vote.
_____ YES _____ NO

The condominium act requires the following disclosure: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

4. Should the proposed Amendments to Section 14.1 of the Declaration of Condominium for Bermuda Greens be approved? This amendment revises certain lease provisions, including clarifying when a lease can be denied based on a background check, such as drug possessions within a certain time frame even if not a felony. The Board recommends a Yes Vote.

_____ YES _____ NO

5. Should the proposed Amendments to Section 14.2 of the Declaration of Condominium for Bermuda Greens be approved? This amendment restricts people who buy after July 1, 2019 (not applicable to current owners or those closing before 7/1/19) from leasing for the first two years of ownership. This amendment also does not apply to those who inherit a unit or have a transfer for estate planning purposes. The Board recommends a Yes Vote.

_____ YES _____ NO

Date _____

SIGNATURE OF OWNER

Email: _____

THIS PROXY IS REVOCABLE BY THE UNIT OWNER AND IS VALID ONLY FOR THE MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THE PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.* If you do not check off (a) or you do not insert the name of your proxyholder in (b), then you will be deemed to have selected the designated Association officer/agent to be your proxyholder.

ELECTION BALLOT

Bermuda Greens Condominium Association

**Bermuda Greens Condominium Association, Inc.
Election for the
BOARD OF DIRECTORS**

2019 ANNUAL MEETING, Monday, March 18th, 2019

Vote for only Two Candidates

Mark an "X" in the appropriate box:

- Mark C. Chambers**
- Robert W. Giese**
- Maria Senior**

IMPORTANT INSTRUCTIONS: If more than two (2) votes are cast, this ballot shall be deemed invalid and will not be counted in the official vote.

****** This ballot must be placed in the small enclosed envelope marked "BALLOT". Place the same "BALLOT" envelope in the Outer "BALLOT" envelope and seal. Be sure to sign the upper - left hand corner of the outer envelope.**

**DO NOT SIGN THIS BALLOT OR THE SMALL BALLOT
ENVELOPE.**

PROOF OF MAILING AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF COLLIER)

The undersigned Manager of the Association, being first duly sworn, deposes and says that the Second Notice of Annual Meeting of the Members for Bermuda Greens Condominium Association, Inc. was mailed or hand delivered in accordance with the requirements of Florida Statutes to each unit owner at the address last furnished to the Association.

Mailing was witnessed by: _____

Dated this _____ day of _____, 20_____.

By: _____

Clement Ross, LCAM

The foregoing Affidavit was acknowledged before me this _____
day of _____, by _____

Notary Public