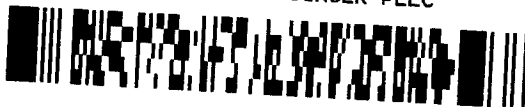


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Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: ARIAS BOSINGER PLLC



THIS INSTRUMENT SHOULD

BE RETURNED TO:

Frank J. Lacquaniti, Esq.
ARIAS BOSINGER, PLLC
280 W. Canton Avenue, Suite 330
Winter Park, Florida 32789
(407) 636-2549


**CERTIFICATE OF AMENDMENT TO
DECLARATION OF
BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM**

The undersigned, being the President of BERMUDA DUNES PRIVATE RESIDENCES CONDOMINIUM ASSOCIATION INC., a Florida not-for-profit corporation (the "Association"), hereby certifies that at a meeting of the Association held on November 15, 2023, where a quorum was present, after due notice, the resolutions set forth below were duly approved for the purpose of amending the Declaration of Bermuda Dunes Private Residences, A Condominium recorded March 27, 2006 in Official Records Book 8549, Page 190, Public Records of Orange County, Florida (the "Declaration").


The following resolution was approved in accordance with the requirements of Chapter 718, Florida Statutes, and the Declaration.

RESOLVED: That the Declaration be hereby amended as provided in the instrument attached hereto and made a part hereof.

Signed, sealed and delivered in the presence of the following witnesses:




Signature of Witness
Brenda Roman
Printed Name of Witness



Signature of Witness
Owen Escalante
Printed Name of Witness

**BERMUDA DUNES PRIVATE RESIDENCES
CONDOMINIUM ASSOCIATION INC., a
Florida not-for-profit corporation**

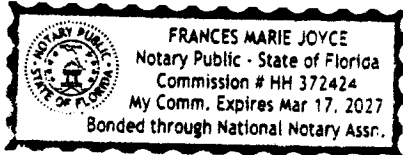
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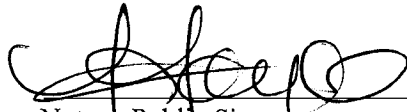
Michael Fish, President
Rental Heroes Property Management
7380 Westpointe Blvd.
Orlando, FL 32835

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of December, 2023, by Michael Fish, as President of BERMUDA DUNES PRIVATE RESIDENCES CONDOMINIUM ASSOCIATION INC., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification. _____

(NOTARY SEAL)





Notary Public Signature
Frances Joyce

(Name typed, printed, or stamped)

THIRD AMENDMENT TO DECLARATION OF
BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

THIS THIRD AMENDMENT TO DECLARATION OF BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM (this "Amendment") is made as of the 15 day of November, 2023 by BERMUDA DUNES PRIVATE RESIDENCES CONDOMINIUM ASSOCIATION INC., a Florida not-for-profit corporation (the "Association").

WITNESSETH:

WHEREAS, The Bermuda Dunes Private Residences, A Condominium was established pursuant to the terms of that certain Declaration of Bermuda Dunes Private Residences, A Condominium recorded March 27, 2006 in Official Records Book 8549, Page 190, as amended by Amendment to the Declaration of Condominium for Bermuda Dunes Private Residences, A Condominium recorded June 23, 2006 in Official Records Book 8715, Page 1169 (the "Declaration"); and

WHEREAS, the Association may amend the Declaration in accordance with the Declaration and all exhibits thereto, including but not limited to the Articles of Incorporation and the By-laws of the Association (collectively, the "Condominium Instruments") and the Act by the requisite approval of the Unit Owners, as more particularly provided in the Condominium Instruments; and

WHEREAS, the Developer no longer owns any Unit within the Condominium; and

WHEREAS, this Amendment has been duly approved pursuant to the terms of the Condominium Instruments and the Condominium Act; and

WHEREAS, the Association desires to amend the Declaration as set forth herein.

NOW, THEREFORE, the Declaration is hereby amended and modified as follows:

1. **Recitals; Definitions.** The recitals set forth above are true and correct and incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

2. **Applicability of the Current Florida Condominium Act.** The express intent of the amendments contained in this Section 2 are to, among other things, make the version of Chapter 718, Florida Statutes, existing as of the date of recording this Amendment applicable to the Condominium and to remove any provisions requiring the application of any earlier version of Chapter 718, Florida Statutes. Should any ambiguity exist in the interpretation of this Amendment, such intent shall control.

(a) Section I(B) of the Declaration is hereby amended as follows (additions are double-underlined, and deletions, if any, are ~~stricken through~~):

“(B) Submission Statement. Except as set forth in this Section I(B), the Developer hereby submits the Land and all improvements erected or to be erected thereon and all other property, real, personal or mixed, now or hereafter situated on or within the Land - but excluding all public or private (e.g. cable television and/or other receiving or transmitting lines, fiber, antennae or equipment) utility installations therein or thereon and all leased property therein or thereon - and the rights granted to Developer, to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof of the recording of this Amendment ~~and as it may be hereafter renumbered~~. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Land as aforesaid shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto, unless expressly provided.”

(b) Section II(A) of the Declaration is hereby amended as follows (additions are double-underlined, and deletions, if any, are stricken through):

“(A) "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof of the recording of this Amendment ~~and as it may be hereafter renumbered~~.”

(c) Section XVII(B) of the Declaration is hereby amended as follows (additions are double-underlined, and deletions, if any, are stricken through):

“(B) Negligence and Compliance. A Unit Owner and/or tenant of a Unit shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association. In the event a Unit Owner, tenant or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the Bylaws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in equity to require performance and/or compliance, to impose any applicable fines (in accordance with the provisions of Section XVII(C) below), to sue at law for damages, and to charge the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance, provided, however, that nothing contained in this Section XVII(B) shall authorize the Association to enter a Unit to enforce compliance. In any proceeding arising because of an alleged failure of a Unit Owner, a tenant or the Association to comply with the requirements of the Act, this Declaration, the Exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, ~~as the same may be amended from time to time~~, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees). A Unit Owner prevailing in an action with the Association, in addition to recovering

his reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for his share of Assessments levied by the Association to fund its expenses of the litigation.”

(d) Section XVIII of the Declaration is hereby amended as follows (additions are double-underlined, and deletions, if any, are stricken through):

“XVIII. Termination of Condominium.

The Condominium shall continue until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (b) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least eighty percent (80%) of the applicable interests in the Common Elements and by the Institutional First Mortgagees of Units to which at least sixty seven percent (67%) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant. In the event such withdrawal is authorized as aforesaid, and provided that the Board first notifies the Division of an intended withdrawal, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of the partition sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County. The Association shall, within thirty (30) business days following such recordation, provide the Division with a copy of such recorded certificate. This Section may not be amended without the consent of the Developer as long as it owns any Unit.

In addition to the foregoing, the Condominium Property may also be removed from the provisions of the Act in the manner set forth in Section 718.117 of the Act.”

(e) Section XVIII of the Declaration is hereby amended as follows (additions are double-underlined, and deletions, if any, are stricken through):

“(A) Notices. All notices to the Association required or desired hereunder or under the Bylaws of the Association, or pursuant to the Act shall be sent by ~~certified mail (return receipt requested)~~ personal delivery, regular United States mail, certified mail return receipt requested, registered mail, Priority Mail international, or a nationally-recognized overnight courier service, to the Association’s registered agent to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. ~~Except as provided specifically in the Act, all~~ All notices to any Unit Owner required or permitted to

be sent hereunder, under the By-Laws of the Association, or pursuant to the Act shall be sent by personal delivery, regular United States mail, certified mail return receipt requested, registered mail, Priority Mail international, first class international mail or a nationally-recognized overnight courier service, to the address of the Unit, unless the Unit Owner has, by written notice actually received by the Association, specified a different address first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees or other lienholders of Units shall be sent by first class mail to their respective addresses as disclosed by the records of the Association or by reference to any address listed for such party in the recorded instrument creating their interest in a Unit, or such other address as may be designated by them from time to time, in writing to the Association and actually received by the Association. If any notice is required or permitted to be sent hereunder, under the By-Laws of the Association, or pursuant to the Act to any Unit Owner via certified mail or any other method that provides delivery confirmation or tracking, the same shall be sent by certified mail return receipt requested, registered mail, Priority Mail international, or a nationally-recognized overnight courier service. Should the Association be aware of any other address(es) for any Unit Owner, notice may be, but shall not be required to be, sent to that address(es) in addition to the address provided above, and the provisions of this Section XVIII(A) shall apply. All notices shall be deemed to have been given upon personal delivery or upon the mailing of the same pursuant to any of the methods permitted under this Section XVIII(A) when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 (5) business days after proper mailing, whichever shall first occur. The lack of actual receipt of any such notice shall not affect the validity of the notice.”

3. **Effect of Amendment.** Except as specifically modified by this Amendment, the Declaration, as previously amended, remains in full force and effect and is hereby ratified. In the event of a conflict between the terms of this Amendment, and the terms of the Declaration, the terms of this Amendment shall control to the extent of such conflict.

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Association has executed this Amendment as of the date first above written.

Signed, sealed and delivered in the presence of the following witnesses:

**BERMUDA DUNES PRIVATE RESIDENCES
CONDOMINIUM ASSOCIATION, INC., a
Florida not-for-profit corporation**

[Signature]
Signature of Witness
Brenda Roman
Printed Name of Witness

By: [Signature]
Michael Fish, President
Rental Heroes Property Management
7380 Westpointe Blvd.
Orlando, FL 32835

[Signature]
Signature of Witness
Owen Escalante
Printed Name of Witness

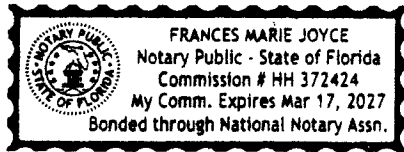
STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of December 2023, by Michael Fish, as President of BERMUDA DUNES PRIVATE RESIDENCES CONDOMINIUM ASSOCIATION INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

[Signature]
Notary Public Signature

frances joyce
(Name typed, printed or stamped)



**AMENDMENT TO DECLARATION OF BERMUDA DUNES PRIVATE RESIDENCES,
A CONDOMINIUM**

The following amendments are made to the DECLARATION OF BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM, recorded at Official Records Book 8549, Page 0190, in the Public Records of Seminole County, Florida, as has been amended from time to time (additions are indicated by underlining, deletions are indicated by ~~strike through~~, and omitted but unaltered provisions are indicated by ellipses):

[...]

XII. Collection of Assessments.

[...]

(B) Special and Capital Improvement Assessments. In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium and the Association, the Board of Directors may levy "Special Assessments", ~~and~~ "Capital Improvement Assessments", and "Capital Contribution Assessments" upon the following terms and conditions:

(1) "Special Assessments" shall mean and refer to an Assessment against each Owner and his Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.

(2) "Capital Improvement Assessments" shall mean and refer to an Assessment against each Owner and his or her Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Common Elements or Association Property.

(3) "Capital Contribution Assessments" shall mean and refer to an Assessment against an Owner acquiring title to a Unit and his or her Unit due upon the conveyance of a Unit from one person or entity to another, regardless of the nature of such conveyance (i.e., purchase and sale, foreclosure, deed in lieu, or any other voluntary or involuntary conveyance wherein title to a Unit is transferred from person or entity to another), which may be used for any purpose determined by the Board.

Special Assessments and Capital Improvement Assessments may be levied by the Board and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special Assessments or Capital Improvement Assessments, in the aggregate in any year, exceed three percent (3%) of the then estimated operating budget of the Association, the Board must obtain approval of a majority of the voting interests represented at a meeting at which a quorum is attained.

The Board shall set the amount of the amount of Capital Contribution Assessment from time to time, but the amount of the Capital Contribution Assessments shall be consistent for the

Units in the Condominium. Capital Contribution Assessments shall not be refundable or applied as a credit against the Unit Owner's payment of any other Assessments.

[...]

**AMENDMENT TO DECLARATION OF BERMUDA DUNES PRIVATE RESIDENCES,
A CONDOMINIUM**

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[...]

(J) Parking.

(1) Parking Garages: There will be parking garages ("Garage") within the Property that will be assigned to a particular Unit ~~within the Building in which it is located~~, with the expenses related thereto being paid by those Unit Owners assigned the Limited Common Element rights in the Garage. A Unit may be assigned more than one Garage.

[...]

(ii) All such assignments of Garages shall not be recorded in the public records of the County but rather, shall be made by way of instrument placed in the official records of the Association (as same are defined in the Bylaws) ("Garage Assignment"). The Association shall maintain a book or record for purposes of documenting the current assignee or lessee of each Garage ("Garage Record"). The Association shall record such Parking Assignment in the Parking Record. No conveyance or assignment in any manner whatsoever for use of a Garage constituting a Limited Common Element may be made or accomplished separately from the conveyance or passing of title to the Unit to which it is appurtenant, except as set forth below. A Unit Owner who has a Garage may, upon prior written express consent of the Association, which shall not be unreasonably withheld, and upon prior written consent of any lender holding a mortgage encumbering the affected Unit (which consent must be delivered to the Association), assign such Garage so long as such assignee is a Unit Owner ~~within the Building as the Garage is located~~. Upon approval of said transfer by the Association, the Association shall execute the Garage Assignment ~~to~~ and record such transfer in the Parking Record. If the transfer is not so approved by the Association, the Garage shall remain with the Unit to which it is appurtenant prior to the proposed transfer. The Association shall neither have the duty to provide an alternative Garage to the Unit Owner transferee nor shall it assume responsibility for denial of approval. In the case of an initial assignment, the Garage Assignment shall be executed by the Developer and transferee alone; and in the case of a subsequent transfer, the Parking Assignment shall be executed by the transferor, transferee and Association. The A Garage may not be leased separate and apart from the Unit to which it is a Limited Common Element; provided, however, the person or entity leasing such Garage must reside on Property. Unit Owners are also permitted to lease their Garages to the Association.

[...]