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This Instrument Prepared By  
and Return To:  
Mary W. Monaco, Esq.  
Porter, Wright, Morris & Arthur  
5801 Pelican Bay Boulevard, Suite 300  
Naples, Florida 34108

**AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF  
BERMUDA PARK, A CONDOMINIUM**

(Adding Phase \_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS that B.B.I. Development, Inc., a Florida corporation, the Developer described in that certain Declaration of Condominium of Bermuda Park, a Condominium, recorded in Official Records Book \_\_\_\_ , Page \_\_\_\_ , of the Public Records of Lee County, Florida (the "Declaration"), and the owner and holder of all the property described in Section 1 of the Declaration as Phase \_\_\_\_ on the date of execution and recording of the Declaration, and as the present owner and holder of the property described on Exhibit A attached to this amendment and incorporated herein by reference, which property is in the aggregate designated Phase \_\_\_\_ property on Exhibit A attached hereto, in accordance with the provisions of Section 23 of the Declaration, and with the requirements of Chapter 718, Florida Statutes, do declare and submit to condominium ownership the property described as Phase \_\_\_\_ on Exhibit A attached hereto, declaring and making said Phase \_\_\_\_ a part of the Condominium and Condominium Property of Bermuda Park, a Condominium.

The share of the Common Elements, Common Expenses, Common Surplus and Termination Shares attributable to each Unit upon the addition of Phase \_\_\_\_ is established on Exhibit B attached to this amendment and incorporated herein by reference, and which designation is in accordance with and as an amendment to Section 6.1 of the Declaration.

in our presence as witnesses:

a Florida corporation

By: \_\_\_\_\_  
Steven J. Mullersman, its President

\_\_\_\_\_  
Print Name of Witness #1

\_\_\_\_\_  
Print Name of Witness #1

### ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing Warranty Deed was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Steven J. Mullersman, as President of B.B.I Development, Inc., a Florida corporation, on behalf of said corporation, [ ] who is personally known to me or [ ] who produced \_\_\_\_\_ as evidence of identification, and who did not take an oath.

(Notary Seal)

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Printed Name of Notary)  
My Commission expires:



## **EXHIBIT A**

[Surveyor's certificate containing legal description, survey of land and graphic description of improvements]

Each Unit in the Phase added by this amendment is identified in the Declaration on Exhibit B, Page \_\_\_\_\_, as originally recorded.

## EXHIBIT B

As a result of the addition of Phase \_\_\_\_ of this Condominium, which has been accomplished by the amendment to which this Exhibit B is attached, there are now \_\_\_\_\_ ( ) Units in and declared to be a part of this Condominium ( \_\_\_\_\_ each in Phases \_\_\_\_\_ and now Phase \_\_\_\_ ).

In accordance with the formula set forth in Section 6.1 and Section 23 of the Declaration as originally recorded, the share of the Common Elements, Common Expenses, Common Surplus and Termination Shares attributable to each Unit in each of Phases \_\_\_\_\_ and \_\_\_\_ (which Phases are part of this Condominium) is one- \_\_\_\_\_ (1/\_\_\_\_ ).

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
Mary W. Monaco, Esq.  
PORTER, WRIGHT, MORRIS & ARTHUR LLP  
5801 Pelican Bay Boulevard, Suite 300  
Naples, Florida 34109

Parcel ID Number: \_\_\_\_\_

### WARRANTY DEED

THIS WARRANTY DEED, made this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, between B.B.I DEVELOPMENT, INC., a Florida corporation, GRANTOR, whose  
Post Office address is \_\_\_\_\_, and  
\_\_\_\_\_, GRANTEE; whose address  
is \_\_\_\_\_.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Grantee the following described real estate, situated in Lee County, Florida, to wit:

Unit \_\_\_\_\_, Building \_\_\_\_\_, BERMUDA PARK, A CONDOMINIUM,  
according to the Declaration of Condominium recorded in O.R. Book  
\_\_\_\_\_, Page \_\_\_\_\_, *et seq.*, of the Public Records of Lee County, Florida.

SUBJECT TO easements, restrictions and reservations of record, if any, and real estate taxes for the current year and subsequent years.

TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

SAID GRANTOR does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has hereunto set their hands and seals the day and year first written above.

Signed, sealed and delivered

B.B.I DEVELOPMENT, INC.,

IN WITNESS WHEREOF, B.B.I. Development, Inc., a Florida corporation, has caused this amendment to the Declaration of Condominium of Bermuda Park, a Condominium, adding Phase \_\_\_\_ to be executed by its duly authorized officers and its seal to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, sealed and delivered in  
our presence as witnesses:

B.B.I DEVELOPMENT, INC., a Florida  
corporation

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

By: \_\_\_\_\_  
Steven J. Mullersman  
Its: President (Seal)

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

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Steven J. Mullersman, as President of B.B.I. Development, Inc., a Florida corporation, on behalf of said corporation, who is personally known to me or produced \_\_\_\_\_ as identification.

(Seal)

\_\_\_\_\_  
Notary Public, State of Florida  
Printed Name:  
My Commission Expires:  
Serial No.

## 1. DESCRIPTION OF THE CONDOMINIUM AND PHASING PLAN

This Prospectus is presented in accordance with Chapter 718, Florida Statutes, by B.B.I Development, Inc., a Florida corporation (the "Developer").

Bermuda Park, a Condominium, is situated off of Lake Amelia Way in Bonita Springs, Lee County, Florida. The legal description of the land included in the Condominium is located in Exhibit A to this Prospectus. The Developer has an interest in the land being submitted to the condominium form of ownership as evidenced by the Warranty Deed attached as Exhibit I to this Prospectus.

### **THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM.**

The Developer reserves the right to develop the Condominium in sixteen (16) phases, designated as Phases One through and including Sixteen, pursuant to §718.403 of the "Florida Condominium Act".

The maximum number of buildings that may be constructed within the Condominium is fifteen (15). If all phases are submitted and buildings constructed thereon, there will be fifteen (15) buildings, each identified by a number 1 through 15 inclusive. There will be one (1) typical building type in the Condominium. Building designations are reflected in Exhibit B to this Prospectus. The Developer is not obligated to declare any, all, or any combinations of any phases other than Phase One as a part of the Condominium or to develop them in any particular order.

The maximum number of Units that may be constructed within the Condominium is one hundred thirty-eight (138). Each Unit in the Condominium shall be identified by the number 1 through and including 15 to signify the building wherein the Unit is located, and a three-digit number ranging from 101 through 205 inclusive, to identify the location of the Unit in the building.

Phase One (Building 1) shall contain ten (10) Units, which shall be comprised of four (4) Martinique Units, four (4) Nassau Units, and two (2) St. Thomas Units, and each of which will have an attached screened lanai and a one-car garage. The two Martinique end Units on the first story will each have a courtyard. Lanais, courtyards and garages shall be Limited Common Elements that appertain to the Units to which they are attached and assigned.

Phase Two (Building 2) shall contain ten (10) Units, which shall be comprised of four (4) Martinique Units, four (4) Nassau Units, and two (2) St. Thomas Units, and each of which will have an attached screened lanai and a one-car garage. The two Martinique end Units on the first story will each have a courtyard. Lanais, courtyards and garages shall be Limited Common Elements that appertain to the Units to which they are attached and assigned.

Phase Three (Building 3) shall contain eight (8) Units, which shall be comprised of four (4) Martinique Units and four (4) St. Croix Units, and each of which will have an attached screened lanai and a one-car garage. The two Martinique end Units on the first story will each have a courtyard. Lanais, courtyards and garages shall be Limited Common Elements that appertain to the Units to which they are attached and assigned.

Phase Four (Building 4) shall contain eight (8) Units, which shall be comprised of four (4) Martinique Units, two (2) Nassau Units, and two (2) St. Thomas Units, and each of which will have an attached screened lanai and a one-car garage. The two Martinique end Units on the first story will each have a courtyard. Lanais, courtyards and garages shall be Limited Common Elements that appertain to the Units to which they are attached and assigned.

Phase Fifteen (Building 15) shall contain eight (8) Units, which shall be comprised of four (4) Martinique Units, two (2) St. Thomas Units, and two(2) Nassau Units, and each of which will have an attached screened lanai and a one-car garage. The two Martinique end Units on the first story will each have a courtyard. Lanais, courtyards and garages shall be Limited Common Elements that appertain to the Units to which they are attached and assigned.

**RESIDENTIAL BUILDINGS AND UNITS WHICH MAY BE ADDED TO THE CONDOMINIUM MAY BE SUBSTANTIALLY DIFFERENT FROM THE RESIDENTIAL BUILDINGS AND UNITS IN THE INITIAL PHASE ONE OF THE CONDOMINIUM, AND FROM THE EXHIBITS TO THE DECLARATION OF CONDOMINIUM.**

The extent to which additional residential buildings and units may differ is described below:

There are six (6) typical Unit types:

<u>Anquilla</u>	2 Bedroom/2 Bath, consisting of approximately 1,377 total square feet, to which is attached a screened lanai.
<u>Bermuda</u>	2 Bedroom/2 Bath, consisting of approximately 1,377 total square feet, to which is attached a screened lanai.
<u>Martinique</u>	2 Bedroom/2 Bath with Study, consisting of approximately 1,613 total square feet, to which is attached a screened lanai and a courtyard on each first floor end Unit.
<u>Nassau</u>	2 Bedroom/2 Bath, consisting of approximately 1,598 total square feet, to which is attached a screened lanai.
<u>St. Croix</u>	2 Bedroom/2 Bath, consisting of approximately 1,480 total square feet, to which is attached a screened lanai.
<u>St. Thomas</u>	2 Bedroom/2 Bath, consisting of approximately 1,598 total square feet, to which is attached a screened lanai.

The survey, plot plans and floor plans for the aforementioned building and Unit types and designations are attached as part of Exhibit B to this Prospectus.

All Unit boundary dimensions are approximate and are measured from inside wall to inside wall. The square footage of living area of each Unit that may be contained within each phase which may be submitted to the Condominium will be not less than 1,377 square feet and not more than 1,613 square feet.

The initial phase, Phase One, is being submitted to the condominium form of ownership in the Declaration of Condominium which is attached as Exhibit 1 to this Prospectus, and shall comprise the lands legally described in Exhibit A to this Prospectus. The improvements to be constructed on Phase One lands will consist of one (1) two-story building, designated as Building 1, containing a total of ten (10) residential Units. The Condominium will initially consist of ten (10) residential Units.

Should the Developer decide, in its sole discretion, to submit Phase Two to the Condominium, said phase shall include the lands legally described in Exhibit A to this Prospectus.

if said phase is submitted, the improvements to be constructed thereon will consist of one (1) two-story building, designated as Building 11, containing a total of ten (10) residential Units. Notwithstanding any of the foregoing, however, the Developer is not obligated to construct the building and improvements in Phase Eleven.

Should the Developer decide, in its sole discretion, to submit Phase Twelve to the Condominium, said phase shall include the lands legally described in Exhibit A to this Prospectus. A proposed plot plan of said phase appears in Exhibit B to this Prospectus. It is contemplated that if said phase is submitted, the improvements to be constructed thereon will consist of one (1) two-story building, designated as Building 12, containing a total of ten (10) residential Units. Notwithstanding any of the foregoing, however, the Developer may elect to construct a building and improvements to consist of a total of no less than eight (8) residential Units nor more than a total of ten (10) residential Units in Phase Twelve.

Should the Developer decide, in its sole discretion, to submit Phase Thirteen to the Condominium, said phase shall include the lands legally described in Exhibit A to this Prospectus. A proposed plot plan of said phase appears in Exhibit B to this Prospectus. It is contemplated that if said phase is submitted, the improvements to be constructed thereon will consist of one (1) two-story building, designated as Building 13, containing a total of ten (10) residential Units. Notwithstanding any of the foregoing, however, the Developer is not obligated to construct the building and improvements in Phase Thirteen.

Should the Developer decide, in its sole discretion, to submit Phase Fourteen to the Condominium, said phase shall include the lands legally described in Exhibit A to this Prospectus. A proposed plot plan of said phase appears in Exhibit B to this Prospectus. It is contemplated that if said phase is submitted, the improvements to be constructed thereon will consist of one (1) two-story building, designated as Building 14, containing a total of eight (8) residential Units.

Should the Developer decide, in its sole discretion, to submit Phase Fifteen to the Condominium, said phase shall include the lands legally described in Exhibit A to this Prospectus. A proposed plot plan of said phase appears in Exhibit B to this Prospectus. It is contemplated that if said phase is submitted, the improvements to be constructed thereon will consist of one (1) two-story building, designated as Building 15, containing a total of eight (8) residential Units.

Should the Developer decide, in its sole discretion, to submit Phase Sixteen to the Condominium, said phase shall include the lands legally described in Exhibit A to this Prospectus. A graphic description of said phase appears in Exhibit B to this Prospectus. It is contemplated that if said phase is submitted, the improvements to be constructed thereon will consist of a swimming pool with deck, a spa, restroom facilities, and screened meeting room. No buildings containing Units will be constructed in Phase Sixteen.

Depending upon the actual number and types of buildings and Units constructed in each of Phases Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven, Twelve, Thirteen, Fourteen and Fifteen, the exterior appearance of the buildings in the Condominium may vary slightly. The Developer may make non-material changes to the legal description of a phase in accordance with Section 718.403, Florida Statutes and Section 23 of the Declaration of Condominium which is attached as Exhibit 1 to this Prospectus.

The estimated date of completion of constructing, furnishing and equipping the Units in all phases is July, 2005. Said completion date is an estimate only.

For further phasing details, reference should be made to Section 23 of the Declaration of Condominium attached as Exhibit 1 to this Prospectus, and the Description of Phased Development attached as Exhibit K to this Prospectus.

**5. DEVELOPER LEASING OF UNITS**

The Developer intends to sell all the Units and has no current program for the leasing of Units in the Condominium. However, the Developer reserves the right to lease any Unit which is owned by the Developer to any person, firm or corporation, upon any terms and conditions that the Developer may deem to be in its own best interests.

**THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.**

**6. RESTRICTIONS ON SALE, LEASE AND TRANSFER OF UNITS**

**THE SALE, LEASE AND TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.**

In order to assure and foster a stable residential community of congenial residents and occupants and to protect the value of the Units in the Condominium, there are specific restrictions on the sale, lease and transfer of Units. All leases must be in writing. No Unit may be leased more often than five (5) times in any calendar year or for a period of less than thirty (30) days. No lease may be for a period of more than one (1) year. For details regarding these restrictions, reference should be made to Sections 13 and 14 of the Declaration of Condominium which is attached as Exhibit 1 to this Prospectus.

**7. SUMMARY OF USE RESTRICTIONS**

The use restrictions for the Condominium Property which are generally of greatest interest are as follows:

- a. Each Unit is limited to residential use. Units may not be divided or subdivided into smaller Units, nor may individual rooms be rented or subleased.
- b. There are restrictions on the keeping of, type, size and number of animals and pets.
- c. Reasonable regulations concerning use of the Common Elements and Association Property may be made and amended from time to time by the Board of Directors.
- d. The parking of commercial trucks, trailers, motor homes, boats, recreational or commercial vehicles and motorcycles on the Condominium Property is prohibited or restricted.
- e. There are no restrictions on the age of occupants of Units, although the activities of children must be closely supervised.

Restrictions on the use of the Units are set forth in Section 12 of the Declaration of Condominium which is attached as Exhibit 1 to this Prospectus. A copy of the initial Rules and Regulations of the Association are attached as Exhibit E to this Prospectus.



## 12. ESTIMATED CLOSING EXPENSES; TITLE INSURANCE

The estimated closing expenses to be paid by a purchaser of a Unit in the Condominium are detailed in Paragraph 8 of the Purchase and Sale Contract, a copy of which is attached as Exhibit G to this Prospectus and are as follows:

- a. A closing fee equal to one and one-half percent (1½%) of the purchase price of the Unit shall be paid to the Seller;
- b. If purchaser finances the purchase of the Unit, all mortgage or financing fees and costs, including mortgagee title insurance for \$25.00 (plus the cost of any mortgagee title policy endorsements required by the lender), and the \$250.00 fee charged by closing agent for acting as loan closing agent for any lending institution selected by purchaser;
- c. A document preparation fee of \$100.00 to the Escrow Agent
- d. A prorated share of the regular periodic assessments to the Association from the scheduled date of closing to the next billing period;
- e. Purchaser's attorneys fees;
- f. Any increases in the following costs which become effective or accrue after the date of the Purchase and Sale Contract: applicable impact fees or other charges imposed or levied by State, County, Utility or other governmental authorities, and any specific construction cost increases resulting from building code requirements imposed by any governmental authority;
- g. Any application or transfer fee charged by the Association for membership therein and recording fees for certificate of approval of membership; and
- h. A \$25.00 charge for administrative expenses such as long distance telephone, postage, photocopying and delivery of closing and loan documents.

A Unit purchaser shall further pay its prorata share of real estate taxes and any other taxes levied against the Unit pursuant to Paragraph 8 of the Purchase and Sale Contract.

Title insurance will be furnished by the Seller to the purchaser of a Unit and an owner's title insurance policy shall be issued to such purchaser subsequent to the closing of the sale of the Unit, as provided in Paragraph 9 of the Purchase and Sale Contract.

## 13. DEVELOPER'S RIGHT TO RETAIN CONTROL OF THE ASSOCIATION

As more fully set forth in the Articles of Incorporation and Bylaws of the Association which are attached as Exhibits C and D to this Prospectus, initially the number of directors which shall constitute the whole Board of Directors of the Association shall be three (3) directors. When Unit Owners other than Developer own fifteen percent (15%) or more of the Units in the Condominium which are ultimately to be operated by the Association, those Unit Owners may elect no less than one third (1/3) of the directors. Developer retains the right to elect a majority of the directors until the earliest to occur of the following events: (1) three (3) years after fifty percent (50%) of the Units which are ultimately to be operated by the Association have been sold and conveyed to Unit Owners other than Developer; (2) three (3) months after ninety percent (90%) of the Units which are ultimately to be operated by the Association have been sold and

**RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.**

Reference should be made to Article VI of the Master Declaration, which is attached to this Prospectus as Exhibit N.

**16. EXPANSION**

**THE FACILITIES OWNED, OPERATED AND MAINTAINED BY THE VILLAGES OF BONITA MASTER ASSOCIATION, INC. MAY BE EXPANDED OR ADDED WITHOUT THE CONSENT OF THE UNIT OWNERS OR THE ASSOCIATION.**

Reference should be made to Article III of the Articles of Incorporation to the Master Declaration, which is attached to this Prospectus as Exhibit N.

**17. GOOD FAITH EFFORT TO COMPLY**

The Developer has attempted in good faith to comply with the disclosure requirements of the Florida Condominium Act. This document does not purport to describe and detail of the features of the Condominium, but rather, attempts to comply with the requirements of law by summarizing and disclosing the important features of the Condominium and the rights and obligations which will accrue to purchasers of Units therein. More detailed information may be obtained by reference to and consideration of the exhibits to this Prospectus.