

Dear Garden Home Owner:

Enclosed with this letter are the legal documents which were approved at the annual membership meeting of the Garden Homes at Bridgewater Bay on March 10, 2010 and recorded at the Collier County Court on March 26, 2010. These pages become part of your official documents which you received when you closed on your property. The second and third pages that contain the new language should be attached to your official documents so that when you transfer ownership in the future, the new owner will receive all the legal documents for the property.

When you anticipate that your unit will be occupied in your absence, please notify the assistant property manager (239 592-5111) of your intention, and a guest registration form will be emailed, faxed or mailed to you.

Sincerely,

Garden Homes Board of Directors

Instrument prepared by and return to:
Ashley D. Lupo, Esq.
Roetzel & Andress, A Legal Professional Association
850 Park Shore Drive
Third Floor
Naples, FL 34103
(239) 649-6200

INSTR 4410139 OR 4549 PG 3219
RECORDED 3/26/2010 11 24 AM PAGES 3
DWIGHT E. BROCK
COLLIER COUNTY CLERK OF THE CIRCUIT COURT
REC \$27.00

(Space above line for recording information)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Bridgewater Bay Garden Homes Association, Inc., a Florida corporation, not for profit, does hereby certify that at the duly called annual members meeting held on March 10, 2010, where a quorum was present, after due notice, the amendments to the governing documents set forth on Exhibit "A" attached hereto were approved and adopted by the required vote of the membership. The Declaration of Condominium for Rum Bay I at Bridgewater Bay was originally recorded at O.R. Book 3003, Pages 2651 et seq., Public Records of Collier County, Florida. The Declaration of Condominium for Rum Bay II at Bridgewater Bay was originally recorded at O.R. Book 3026, Pages 2188 et Seq., Public Records of Collier County, Florida. The Declaration of Condominium for Rum Bay III at Bridgewater Bay was originally recorded at O.R. Book 3033, Pages 3038 et Seq., Public Records of Collier County, Florida. The Declaration of Condominium for Treasure Bay I at Bridgewater Bay was originally recorded at O.R. Book 3342, Pages 2364, et Seq., Public Records of Collier County, Florida. The Declaration of Condominium for Treasure Bay II at Bridgewater Bay was originally recorded at O.R. Book 3621, Pages 3297 et Seq., Public Records of Collier County, Florida.

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

BRIDGEWATER BAY GARDENS HOMES
ASSOCIATION, INC.

(SEAL)

By: Paul Lyons
Paul Lyons, President

Louis Tarantu
Witness
Print Name: LOUIS TARANTU
Steve Lipman
Witness
Print Name: STEVE LIPMAN

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 10 day of March 2010, by Paul Lyons, ~~President~~ of Bridgewater Bay Garden Homes Association, Inc., the corporation described in the foregoing instrument, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

Henry Scholz
Printed Name of Notary Public

Serial Number: DD918653

My Commission Expires: 8-20-2013



HENRY A. SCHOLZ
MY COMMISSION # 00918653
EXPIRES August 20, 2013
Bonded thru Surety Notary Services

**AMENDMENTS TO THE DECLARATIONS OF CONDOMINIUM FOR
RUM BAY I AT BRIDGEWATER BAY, A CONDOMINIUM
RUM BAY II AT BRIDGEWATER BAY, A CONDOMINIUM
RUM BAY III AT BRIDGEWATER BAY, A CONDOMINIUM
TREASURE BAY I AT BRIDGEWATER BAY, A CONDOMINIUM
TREASURE BAY II AT BRIDGEWATER BAY, A CONDOMINIUM**

Additions indicated by underlining.
Deletions indication by ~~striketrough~~.

Amendment to Section 4.13.

4.13 "Guest" means any person (other than the unit owner and his family), who is physically present in, or occupies a unit on a temporary basis at the invitation of the owner or other legally permitted occupant, without payment of consideration. "Temporary" means ~~not longer than 60 days no more than three (3) occasions of fourteen (14) days in any calendar year, with no fewer than thirty (30) days having passed between such occasions.~~

12.13 Guest Occupancy. (New Section)

(A) **Occupancy in the Absence of Unit Owner.** If the Unit Owner and his family who permanently reside with him are absent, and the Unit has not been leased, the Unit Owner may permit his Unit to be occupied by his guests, provided occupancy is only by a single family. Such guests may stay for a period not to exceed fourteen (14) days, and the number of occasions for this type of guest occupancy in any Unit shall be limited to three (3) in any calendar year, with no fewer than thirty (30) days having passed between such occasions. This Subsection 12.13 does not apply to the Unit Owners and their respective immediate families within the first degree of relationship, subject to any Association registration requirements.

(B) **Advance Notice of Guests.** The Unit Owner must give advance written notice to the Association of such intended dates of occupancy for each guest. The Association is authorized to create a guest occupancy form for this purpose and amend same from time to time. Further, the guests' vehicles shall be registered with the Association.

(C) **Failure to Comply.** Guest occupancy in excess of the time and/or frequency limits provided in this Article 12, in addition to being the basis for an injunctive action, shall automatically be grounds for denial of the Owner's next lease application. Unregistered guests or guests exceeding the time and/or frequency limits may be denied use of recreational facilities and amenities. Failure to register a guest vehicle may result in the vehicle being towed from the Garden Homes Complex without notice.

(D) **Exceptions.** Upon prior written application by the Unit Owner, the Board of Directors may make such limited exceptions to the foregoing restrictions as may be deemed appropriate in the discretion of the Board, for the sole purpose of avoiding undue hardship or inequity.

(E) **Occupancy When Unit Owner is Present.** Subject, however, to any municipal regulations governing occupancy, there is no restriction on the number or frequency of guests, whether related or unrelated to the Unit Owner, who may occupy the Unit in the presence of the Unit Owner.