# 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 <u>prohibited</u> within all the common elements and limited common elements within Bermuda Greens. These <u>NO</u> 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; <a href="www.colliergov.net/code">www.colliergov.net/code</a>; 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.

# <u>VEHICLES, INCLUDING BICYCLES, ROADWAYS AND PARKING</u> <u>AREAS</u>

- 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, Getrophia, Ixora, Plumbago, Crotons, Cocoplum, Dwarf Garden Island Ficus

<u>Undesirable Plantings:</u> 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 <u>are</u> **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. <u>Toddlers in diapers</u> 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 APLLICATION 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.
  - 1. 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.