

BERMUDA GREENS CONDOMINIUM ASSOCIATION, INC.

c/o KEB Management Services

6017 Pine Ridge Rd #262

Naples, FL 34119

(239-262-1396) fax (239-262-5947)

LEASE-RENTAL APPLICATION

Revised 02-01-22

Must be submitted 30 days prior to lease-rental occupancy

Return by Mail to above address or

Deliver in Person to: 11100 Bonita Beach Rd. #101 Bonita Springs, FL 34135

New Lease/Rental _____ Seasonal Repeat Tenant _____

Date: _____

Name(s) of Current Owner of Record: _____

Phone #: _____ Cell #: _____ Email: _____

[] I (we) hereby apply for approval to lease property address _____ unit # _____

Term of Lease Beginning _____ Ending _____

Rental or Leasing Agent (if applicable) _____ Phone # _____

Contact Name: _____ Email: _____

Address: _____

NOTE: Lease term minimum of (90) ninety days and maximum (12) months

In accordance with the governing documents of the Association, **this application must be submitted with all the required enclosures and fees thirty (30) days prior to occupancy to allow for processing time. Tenants may not move in until the Association has tendered official approval of the lease, and further, that moving in prematurely constitutes grounds for disapproval.**

The following items **MUST** be included at the time the application is submitted to KEB Management. An incomplete Lease-Rental package will be returned to owner or agent.

Please submit the following: (Incomplete Applications will be returned)

ALL FEES ARE NON-REFUNDABLE

- 1. Completely filled out application form. (Partially completed forms will not be considered)**
- 2. A signed copy of the lease-rental contract agreement by owner and all applicants**
- 3. Number of applicants must match lease contract and signed**
- 4. Completed Imperial Gate Form**
- 5. Legible Copy(s) of Driver's License**
- 6. \$50.00 Application Fee payable to BERMUDA GREENS**
- 7. \$50.00 Processing Fee payable to KEB MANAGEMENT**
- 8. \$50.00 Background Check Fee (U. S. Citizens) per applicant 18 and over payable to KEB MANAGEMENT**
- 9. \$100.00 Background Check Fee (Canada) per applicant 18 and over payable to KEB MANAGEMENT**
- PLEASE CALL THE OFFICE FOR PRICING ON INTERNATIONAL BACKGROUND CHECKS**
- 10. (Background check not required for Repeat Seasonal Tenants in same unit)**

TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION

Full Name of Applicant: _____ **Date of Birth** _____

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Current Home Address: _____ **State** _____ **Zip Code** _____

Phone #1: _____ **Phone #2** _____ **Email:** _____

Current employer: _____ **Position Held:** _____

Employer's Address: _____ **Tel. Number** _____

Vehicle Make: _____ **Model:** _____ **Year:** _____ **License No.** _____ **State:** _____

Vehicle Make: _____ **Model:** _____ **Year:** _____ **License No.** _____ **State:** _____

I/We understand that pickup trucks are not allowed. Other vehicle type restrictions are in the documents. See rules pages 5 and 6 for details. **Initial** _____ **Initial** _____

Use of this home is for single family residence only. (2) Two occupants per bedroom.

Please list the names, relationship and age of all persons who will occupy your home in addition to the applicants above.

NAME	RELATIONSHIP	AGE
_____	_____	_____
_____	_____	_____

Do any of the adult occupants have a history of eviction suits, judgments, bankruptcies, foreclosure, assault, domestic violence, disruptive behavior, complaints, etc.?

All adult occupants must answer and initial.

Yes _____ No _____: Yes _____ No _____: Yes _____ No _____: Yes _____ No _____:

If yes, give details and dates _____
(Please use the back of this page if more space is needed)

Have you ever been convicted of a felony? Yes _____ or No _____

If yes, please include details _____

In case of emergency notify _____ Tel# _____ Relationship _____

Address _____ City _____ State & Zip _____

NOTE: TENANTS/GUESTS ARE NOT PERMITTED TO HAVE PETS IN UNIT OR ON THE PROPERTY. _____ Initial(s) _____ Initial(s)

WE ALSO UNDERSTAND BERMUDA GREENS IS A NON-SMOKING COMMUNITY.

_____ Initial(s) _____ Initial(s)

WE ALSO UNDERSTAND THAT TRUCKS OVER 40 FEET IN LENGTH AND PODS OF ANY SIZE ARE NOT PERMITTED ON BERMUDA GREENS PROPERTY INCLUDING DRIVEWAYS.

_____ Initial(s) _____ Initial(s)

I (we) declare the foregoing information is true and correct. I (we) agree that any misrepresentation in this application will justify automatic rejection. I (we) consent to additional inquiry concerning this application, including the background check. _____ Initial(s)

I/We understand the application fees are non-refundable. I/We am/are aware of and agree to abide by the Declaration of Condominium, Articles of Incorporation, By-Laws, and Rules and Regulations of the Association and acknowledge that the Association may terminate a lease upon default by the Tenant in observing any of the provisions in the documents. I/We acknowledge receipt of a copy of the Rules and Regulations. I/We understand the necessary confidential information will remain confidential by the Association's Officers and/or the Association Designee. _____ Initial(s)

I (we) further agree that in the absence of the owners, the Association is granted full power to take whatever action necessary, **including eviction and** prevent or stop violations by lessees and their guests. _____ Initial(s)

The prospective tenant(s) understands that the Association or its manager may use the above application to perform a background, prior landlord, credit and police records check on the applicant(s) listed above. This information will be kept confidential and may be used to approve or disapprove the applicant(s). _____ Initial(s)

Occupancy prior to Board of Directors approval is prohibited and may constitute grounds for disapproval
_____ Initial(s)

The owner or agent will be advised by the Association's Management whether this application has been approved.

I (we) have read, understood and agree to all of the statements above.

Applicant signature: _____ **Printed Name:** _____ **Date** _____

Applicant signature: _____ **Printed Name:** _____ **Date** _____

.....
Acceptance on behalf Bermuda Greens Condominium Association, Inc.

Approved: _____

Disapproved: _____

Signature of Board Director or
Authorized Representative for the Board of Directors

Date

RESIDENTIAL SCREENING AUTHORIZATION FORM

(Please Print) Name: _____ Sex: _____

Address: _____

City, State, Zip: _____

Social Security Number: _____ Date of Birth: _____

I give my authorization to this landlord, AccuData Inc, or any party or agency contacted by this landlord to obtain and verify the above information, concerning a credit report, criminal records, motor vehicle and other history. I understand that inquiries may be made to various federal and state agencies, employers, and references.

Applicant's Signature _____ Date _____

(AccuData Inc. client information only)

Company Name: _____

Contact Name: _____

Tel#: _____ E-mail or Fax# (for results): _____

Type of Screening Requested (please circle)

Package: 1 2 3 4 Other Services: A B C D E F G H I J

* Package 5-1 form available upon request

RESIDENTIAL SCREENING AUTHORIZATION FORM

(Please Print) Name: _____ Sex: _____

Address: _____

City, State, Zip: _____

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Company Name: _____

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Tel#: _____ E-mail or Fax# (for results): _____

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Package: 1 2 3 4 Other Services: A B C D E F G H I J

* Package S+ form available upon request

THIS FORM MUST BE COMPLETED AND RETURNED TO SANDCASTLE PRIOR TO VISITING THE OFFICE



Imperial Gate Device Information Sheet

Please complete and return this form to Imperialdevice@sandcastleCM.com prior to visiting our office on Tuesdays and Thursdays between 9:00am-4:00pm ONLY. Once you arrive, please call our office at 239-596-7200 and a Sandcastle team member will be out to assist you.

_____ I would like to purchase a new device (check here)

NAME: Last _____ First _____

IMPERIAL ADDRESS: _____ UNIT#: _____

ONE EMAIL ADDRESS: _____

TWO PHONE NUMBERS: _____

	<u>Vehicle 1</u>	<u>Vehicle 2</u>	<u>Vehicle 3</u>
MAKE	_____	_____	_____
MODEL	_____	_____	_____
COLOR	_____	_____	_____
LICENSE PLATE #	_____	_____	_____
STATE OF REG.	_____	_____	_____
DEVICE TYPE (SEE BELOW)	_____	_____	_____
DEVICE #	_____	_____	_____

DEVICE TYPE

Please use the following key for the DEVICE TYPE above

Enter "FRONT" = front gate sticker

Enter "BACK" = back gate sticker

Enter "Wand" = black portable device

Enter "PED" = back pedestrian gate

Enter "RFID" = hard, tan portable card

PET INFORMATION

Type: _____ Breed: _____ Color: _____ Name _____
Type _____ Breed: _____ Color: _____ Name _____

EMERGENCY CONTACT INFORMATION

Name/House Watch Firm: _____
Phone: _____ Email: _____

PLEASE RETURN THIS FORM TO:

1. As an attachment through email to BGOoffice@BermudaGreensNaples.com OR
2. Hand Deliver to Harry in the Bermuda Greens Club House OR
3. Mail to KEB offices at the address below:
KEB Management Services
Attn: Harry Parks
6017 Pine Ridge Road #262
Naples, FL 34119

BERMUDA GREENS RULES AND REGULATIONS

(Excerpts from the Official Condominium Documents)

Revised and Board Approved April 16, 2015

Updated version 2022

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 prohibited within all the common elements and limited common elements within Bermuda Greens. These NO 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:

The placement of one (1) or two (2) “small” plant pots that do not interfere with ingress or egress is permitted. 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 landing 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 (two (2) 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 are permitted anywhere in the Bermuda Greens complex.

4. TRASH REMOVAL

- a. Trash cans with securely attached lids (Tuesday and Friday) and properly prepared recycle bins (Friday only) may be placed near the street after 6:00 p.m. (as per Collier County Ordinance 2015-38, Section 6) on the night before designated pickup days. Bulky items, such as furniture, may be placed curbside Thursday evenings to be picked up Fridays at no extra charge. Appliances (washers, dryers, TV's, water heaters, etc.) can be pick up at no charge on recycle days (Fridays). However, for appliance pickup, you must call 239-252-380 at least 48 hours before your pickup day. Such items should NEVER be left at the dumpster.
- b. No trash bags, supplies, containers, or other such articles shall be placed in or on walkways, lanais, Stair landings, and entryways. Trash should be taken to the dumpster whenever necessary.
- c. Use of the dumpster – It is located where the road splits to enter either Bermuda Greens or Imperial Gardens. We encourage using your condominium's garbage disposal and deposit only secured bagged trash in the dumpster. NOTHING should EVER be left on the ground around the dumpster and NO appliances (noted above in "a") should be left at the dumpster.

FAILURE TO USE A TRASH CAN WITH A SECURE LID WILL RESULT IN A WARNING AND THEN A FINE AS SET FORTH BY FLORIDA STATE STATUTE.

5. 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.
6. No unit owner (or family member, guest, lessee, or any other occupant) shall allow anything to fall from windows, walkways, lanais, entryways, or doors of the premises, nor shall he/she 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 below.
7. 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 the 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 the other

units. **The hours between 11:00 p.m. and 7:00 a.m. 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.

8. 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 the 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 ten (10) feet from a building. Outdoor cooking or barbequing is permitted on the driveways in front of garages at least ten (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.

9. 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.**

10. No signs, 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 (4 X 6) notices to the property manager for posting in designated locations if deemed appropriate. Eight and one half by eleven inch (8.5 X 11 in.) 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 (1) month.

11. 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 a.m. or after 5:00 p.m. Monday – Saturday and not at all on Sunday except for emergencies.

12. 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 owner/lessee shall be held responsible for and shall bear any expense of such damage.

13. Bermuda Greens will follow the Collier County Ordinance regarding the number of people residing/sleeping in a unit at one time (Ordinance 2010, section 6(13), Code of Laws and Ordinance: www.colliergov.net/code. Main Office: 239-252-2550).

ARCHITECTURAL GUIDELINES/RULES

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 the 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 common or limited common elements, the unit owner and his successors in title shall be financially responsible for the insurance, maintenance, and 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 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.
 - b. Fixtures for the decorations cannot be permanently attached to the 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 or privacy on patios 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 may 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.

VEHICLES, INCLUDING BICYCLES, ROADWAYS AND PARKING AREAS

- 1. Occupants of each unit are limited to keep within the Bermuda Greens complex no more than two (2) 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 carports 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
Pickup trucks
Any type of vehicle with an open utility bed
Four door pickup trucks
Vans or any other vehicle type with commercial signage.
Commercial vehicles
Campers
Mobile homes
Motor homes
Any vehicle with more than two 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 a.m. – 5:00 p.m. except for emergencies. At no time is a truck over forty (40) feet long permitted anywhere in Bermuda Greens.

4. No vehicle shall be parked anywhere 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, courtyards, or inside a unit is not permitted. Vehicles shall be parked between pavement markings so as not to take up more than one (1) 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 (2) 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 towing 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. When not in residence, owners who leave a car in the carport or parked in their driveway must provide manager with access to the car key either through the condominium watch person or location of car key within the unit.

11. When unit is unoccupied, storage of the 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, the 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 the second car may be parked within the lines or any open guest parking spot. In consideration of their neighbors, it is recommended that all occupants which in residence, especially in season, not occupy the same guest parking spot consistently.

12. Bicycles must be stored inside the 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 one 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. The bicycle rack at the 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 the 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 their area 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 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 the grass is not permitted due to potential damage to the 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.

Undesirable Plants: Carrotwood, Ficus (except Garden 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 (2) 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 **are 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 a.m. 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 twelve (12)** must be accompanied by a parent/guardian while in the pool area.
5. **Toddlers in diapers** must wear extra rubber pant protection over diaper and under bathing suits. Parent/Unit Owner/Renters 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 eight (8) persons are in the pool.
7. Use towels or pad protection on the 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, 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 a squirt gun is prohibited in the pool area. Diving or jumping into the pool is prohibited at all times.
11. For safety reasons, close umbrellas and return chairs/chaise lounges to the original pool facing position when leaving the pool area.
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 players, iPod are permitted in the pool area with headphones only.
16. Cell phone use should be kept to a minimum in the pool area.
17. When walking to and from the pool complex, proper coverups over swimsuits are required for males and females of all ages.

USE OF SPA

1. Spa hours are from 7:00 a.m. until dusk.
2. There is no lifeguard on duty, therefore everyone uses the SPA at their own risk.
3. SPA temperature is normally set at 102 degrees and may not exceed 104 degrees. Persons with heart conditions, high blood pressure, or any cardiac problems should be cautious regarding the length of stay in the SPA.
4. Children under twelve (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 **fifteen (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, along with 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? Pool? Both?)
 - c. Include with the written request a \$200 security deposit (if twelve (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 the 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 (2) times within any given week (Sunday through Saturday).
5. A unit owner is permitted to reserve the clubhouse for his/her owner personal use not more than two (2) times in a calendar year. This privilege is non-transferable. If, however, fourteen (14) days before the date of the third request, no one has asked to use the facility, and there are fewer than two (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/guest 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 otherwise permit occupancy of his/her condominium parcel (which means that 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 other 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 the manager.
 - b. The name and address of the person(s) to whom the proposed sale, lease, or transfer is to be made, and such other information as may be requested by the Board of Directors within five (5) days of receipt of notice.
2. **REQUIRED VISITOR/GUEST APPLICATION 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 purchase, 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 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 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 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.
 - l. 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 (20) days prior to the intended closing date. Within twenty (20) days after receipt of the required notice or not later than sixty (60) days after the notice is received (whichever comes 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. Any purchaser of a unit after July 1, 2019, is prohibited from leasing his/her unit for a period of two (2) years from the date of transfer of a unit. The date of transfer is the date the deed is recorded in Collier County.
6. In the case of a proposed lease of a unit, the unit owner shall give the Board written notice of intent at least fifteen (15) business days prior to the starting date of the proposed lease. Within fifteen (15) business days after receipt of the application, the Board shall approve or disapprove the lease. If the unit owner hears nothing from the Board within the fifteen (15) business day period, such failure to act shall be deemed approval.
7. No unit shall be leased for a term of **less than three (3) months**. A unit owner shall not lease his/her unit more than four (4) times during any twelve (12) month period. No lease may be for a term of more than one (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.
8. 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.
9. 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 the lessee has waived use of the rights in writing.
10. No person under twenty-one (21) years of age shall occupy the unit unless his/her parent or the unit owner is in residence.
11. In the event of a sale or lease, approval by the Board of Directors shall not be unreasonably withheld.

OPEN HOUSES

1. 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 a.m. and 5:00 p.m. SATURDAYS AND SUNDAYS ONLY.
- b. Owner/Realtor “Open House” signs must be professionally prepared and are not to exceed eighteen (18) inches by twenty-four (24) inches.
- c. “Open House” real estate signs are limited to a maximum of three (3) signs, one (1) at a unit and two (2) directional signs. One (1) “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. 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 (2) 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 company with name and phone number of condominium watcher.
 - e. Must have air conditioner on, 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 have a condominium watch person/company to inspect the unit on a regular basis. It is further suggested that the condominium watcher be licensed and insured.

PLEASE SIGN AND RETURN THIS PAGE WITH THE APPLICATION TO KEB
MANAGEMENT. KEEP PAGES 1-13 OF THE RULES AND REGULATIONS FOR YOUR
REFERENCE.

We have read, understand, and agree to follow the rules and regulations of the Bermuda Greens COA.

Signature

Date

Signature

Date