

**RULES AND REGULATIONS
OF
BERMUDA ISLES CONDOMINIUM ASSOCIATION, INC.**

THE RULES AND REGULATIONS HEREINAFTER ENUMERATED AS TO THE CONDOMINIUM PROPERTY, THE COMMON ELEMENTS, THE CONDOMINIUM UNITS AND THE CONDOMINIUM AND ASSOCIATION PROPERTY SHALL BE DEEMED IN EFFECT UNTIL AMENDED BY THE BOARD OF DIRECTORS AS PROVIDED BY THE BY-LAWS OF THE ASSOCIATION, AND SHALL APPLY TO AND BE BINDING UPON ALL UNIT OWNERS. THE UNIT OWNERS SHALL AT ALL TIMES OBEY SAID RULES AND REGULATIONS AND SHALL SEE THAT THEY ARE OBEYED BY THEIR FAMILIES, GUESTS, INVITEES, SERVANTS, LESSEES, PERSONS FOR WHOM THEY ARE RESPONSIBLE AND PERSONS OVER WHOM THEY EXERCISE CONTROL AND SUPERVISION. VIOLATION OF THESE RULES AND REGULATIONS MAY SUBJECT THE VIOLATOR TO ANY AND ALL REMEDIES AVAILABLE TO THE CONDOMINIUM ASSOCIATION AND OTHER UNIT OWNERS PURSUANT TO THE TERMS OF THE DECLARATION OF CONDOMINIUM, THE ARTICLES OF INCORPORATION OF THE ASSOCIATION, THE BYLAWS OF THE ASSOCIATION AND FLORIDA LAW. VIOLATION MAY BE REMEDIED BY THE CONDOMINIUM ASSOCIATION BY INJUNCTION OR OTHER LEGAL MEANS AND THE ASSOCIATION SHALL BE ENTITLED TO RECOVER IN SAID ACTIONS ANY AND ALL COURT COSTS INCURRED BY IT, TOGETHER WITH REASONABLE ATTORNEYS' FEES, IN ADDITION TO ANY REMEDIES OR RIGHTS WHICH THE ASSOCIATION OR ANY UNIT OWNER MAY HAVE TO RECOVER DAMAGES, COSTS AND ATTORNEYS' FEES AGAINST ANY PERSON VIOLATING THE RULES AND REGULATIONS OR THE DECLARATION OF CONDOMINIUM AND ANY OF THE EXHIBITS THERETO. THE BOARD OF DIRECTORS MAY, FROM TIME TO TIME, ADOPT NEW RULES AND REGULATIONS OR AMEND OR REPEAL PREVIOUSLY ADOPTED RULES AND REGULATIONS. ANY WAIVERS, CONSENTS OR APPROVALS GIVEN UNDER THESE RULES AND REGULATIONS BY THE BOARD OF DIRECTORS SHALL BE REVOCABLE AT ANY TIME AND SHALL NOT BE CONSIDERED AS A WAIVER, CONSENT OR APPROVAL FOR ANY OTHER PURPOSE OTHER THAN THAT WHICH IS IDENTIFIED AT THE TIME OF THE GIVING OF SUCH WAIVER, CONSENT OR APPROVAL.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS: No Unit Owner shall make any alteration or addition to the common elements or limited common elements, or any structural modification to his Unit, without the prior written consent of the Board.

Exhibit "D" to the Amended and Restated
Declaration of Condominium
(Rules and Regulations)
Page 1 of 7

2/03

2. AIR CONDITIONING: No air conditioning equipment other than equipment originally installed in the unit is permitted, including wall or window air conditioning units, without the written consent of the Board.
3. ANTENNAS AND WIRING: No antennas, aerals or wiring may be placed or installed on the exterior of a building or unit without the consent of the Board.
4. BUILDING EMPLOYEES AND CONTRACTORS: No Unit Owner or member of his family or guest shall give orders or instructions to building employces or contractors, but rather shall express his desires to the person designated for this purpose by the Board of Directors.
5. CHILDREN: Each Unit Owner shall be solely responsible for the actions and any damage caused by his children or children visiting him.
6. CLEANLINESS: Each Unit Owner shall maintain his Unit, and especially the exterior of his Unit, in a clean and orderly manner, and in a manner which will not be offensive to any other Unit Owner.
7. COMPLAINTS: All complaints of Unit Owners shall be made in writing and delivered to the person designated for such purpose by the Board or to a member of the Board.
8. CONDUCT: No person shall engage in loud and boisterous or other disorderly, profane, indecent or unlawful conduct on any portion of the Condominium Property, including, without limitation, inside any Residential Unit or in any Common Element.
9. DAMAGED COMMON ELEMENTS: The cost of repairing damage to Common Elements, including but not limited to the condominium buildings and landscaped areas, caused by a Unit Owner or his guests or invitees, shall be the sole responsibility of such Unit Owner.
10. DELIVERIES: The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any items received from or for an owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the agents of the Association, and all parties delivering items to such agents and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss and damage of and to such items.
11. EXTERIOR APPEARANCE: No improvements may be made or placed upon the exterior of any Unit or on any of the Common Elements of the Condominium Property without the prior written consent of the Board. This restriction includes floor covering on

Exhibit "D" to the Amended and Restated
Declaration of Condominium
(Rules and Regulations)
Page 2 of 7

2/03

first floor patios. Any consent of the Board to any improvement to be made in or on the exterior of any unit, or to anything to be placed therein or thereon, may be withheld on purely aesthetic grounds, in the sole discretion of the Board.

12. **FLAMMABLE MATERIALS:** No flammable, combustible or explosive fluid, chemical or substance shall be kept within any portion of the Condominium Property, including, without limitation, in any Unit, storage area or Common Element area, except as required for normal household use.
13. **FLOOR COVERINGS:** See Section 10.5 of the Declaration of Condominium.
14. **GUEST OCCUPANCY:** Temporary guests are permitted to reside in any Unit so long as such guests do not create or cause an unreasonable source of noise, annoyance or disturbance to the other Unit Owners and permanent residents of the Condominium. All temporary guests shall be required to comply with all of the rules and regulations of the Condominium and other obligations created by the Declaration of Condominium and its exhibits. The Board reserves the right to limit the number of temporary guests, which may reside in a Unit at any time. The Board reserves the right to expel any temporary guest who violates the foregoing requirements.
15. **GUNS:** No guns are permitted to be discharged on any portion of the Condominium Property, including the Common Elements and Units, except as might be permitted in the event of an emergency pursuant to the applicable laws of the State of Florida. Guns for this purpose shall include, but not be limited to, rifles, shotguns, pistols, dart guns, BB guns and slingshots.
16. **HURRICANE PREPARATIONS:** Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by:
 - A. Removing all furniture, plants and other movable objects from the exterior portion of his Unit.
 - B. Designating a responsible firm or individual to care for his Unit should the living area of the Unit suffer hurricane damage, and furnish the Board, or the person designated by the Board for such purpose, with the name of said firm or individual.
 - C. Any Unit Owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other Unit Owners, and/or the Common Elements resulting from such failure.

Exhibit "D" to the Amended and Restated
Declaration of Condominium
(Rules and Regulations)
Page 3 of 7

2/03

17. INSURANCE RATES: No Unit Owner shall permit or suffer anything to be done or kept in his Unit, which will increase the rate of insurance on the Condominium Property.
18. MOTORCYCLES: No motorcycles or motorized scooters allowed on Condominium Property.
19. NUISANCES: No Unit Owner shall make or permit any disturbing noises to be made any place upon the Condominium Property by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No phonograph, television, radio, sound amplifier or other sound equipment may be played or operated in such manner that same disturbs or annoys Unit Owners or other occupants of the Condominium.
20. OUTDOOR CLOTHES DRYING: No outdoor clothes drying shall be permitted, and no clothing, towels or other items shall be placed or hung on the exterior of any Unit, except on clothes lines or clothes drying areas installed or approved by the Board.
21. OUTDOOR COOKING: Unless approved by the Board and in accordance with local fire codes, no cooking or barbecuing shall be permitted in any enclosed or screened-in patio, balcony or porch.
22. PASSAGEWAYS: Sidewalks, entranceways, passageways, vestibules, and all other portions of the Common Elements must at all times be kept free of obstruction and encumbrance, and shall not at any time be used for any purpose other than ingress and egress. No carriages, bicycles, wagons, shopping carts, chairs, benches, tables or other objects shall be stored or kept in or upon such areas.
23. PERSONAL INSURANCE: Although the insurance coverage afforded through the Association, in addition to other coverage, provides hazard insurance for the buildings, such insurance does not include coverage of interior units, personal property and liability coverage for the individual Unit Owners. Therefore, it is recommended that such coverage be obtained by each Unit Owner.
24. PEST CONTROL: All Unit Owners are required to permit employees of pest control companies employed by the Association, if any, to enter their units as needed. The Unit Owner is required to call the pest control company directly for service.
25. PETS: The owner(s) of each unit may keep two (2) small pets, of a normal domesticated household type such as a cat or dog, in the unit. The pets must be less than thirty (30) pounds in weight and the pet must be leashed at all times while on the condominium

Exhibit "D" to the Amended and Restated
Declaration of Condominium
(Rules and Regulations)
Page 4 of 7

2/03

property outside of the unit. Each pet owner shall be responsible for the removal and disposal of their pet's body waste.

26. PLANTINGS: No plantings of whatever nature shall be made by any Unit Owner upon any common areas, and/or other portions of the Common Elements, without the prior written approval of the Board.
27. PLUMBING AND ELECTRICAL: Water closets and other plumbing shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be placed therein. Grease and other foreign substances shall not be poured down drains. Electrical outlets and electrical wiring shall not be over burdened. Total costs of all maintenance, repairs and replacement connected with any misuse of plumbing and/or electrical installations shall be the responsibility of and paid by the Unit Owner.
28. RIGHT OF UNIT OWNERS TO PARTICIPATE IN MEETINGS: Unit Owners may participate in any meeting of the Board of Directors of the Association, at any committee meeting, or at any membership meeting of the Association, subject to the following restrictions:
 - A. Unit Owner participation is limited to items listed on the agenda for said meeting, as specified in the notice of said meeting.
 - B. No Unit Owner may speak for more than three minutes on any specifically identified agenda topic; and no Unit Owner may be entitled to speak on any specified agenda topic more than twice during said meeting, or any lawful adjournment thereof.
 - C. A Unit Owner desiring to make statements at said meeting must state his or her name and Unit number prior to making a statement.
 - D. Any Unit Owner desiring to speak at a meeting must file a request with the Association at least 24 hours in advance of said meeting.
29. RIGHT TO ENTER IN EMERGENCIES: In case of any emergency originating in or threatening any Unit, regardless of whether the Owner or occupant is present at the time of such emergency, the Board, or any other person authorized by it shall have the right to enter such Unit for the purpose of remedying or abating the causes of such emergency, and such right to enter shall be immediate.

Exhibit "D" to the Amended and Restated
Declaration of Condominium
(Rules and Regulations)
Page 5 of 7

30. ROOF: No person shall be permitted upon the roof of any building without the prior consent of the Board.
31. SALE/LEASE APPROVAL FEE: Upon application to the Association to approve any sale/lease of a Unit, the approval fee required by the Declaration of Condominium shall be the highest amount permitted by law.
32. SERVICE PEOPLE: No Unit Owner shall permit any service people, whether for purposes of maintenance, repair, replacement or improvement, to work in his Unit before 8:00 AM or after 9:00 PM, except in cases of emergencies.
33. SIGNS: No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Unit Owner on any part of the outside or inside of any unit so as to be visible from outside of the Unit, or upon any portion or part of the Common Elements without the prior written consent of the Board.
34. SOLICITATION: There shall be no solicitation permitted by any persons anywhere in or about the Condominium Property for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Board.
35. SPEED LIMIT: No person shall drive a vehicle on the Condominium Property at a speed greater than 15 miles per hour.
36. TAPE RECORDING AND VIDEO TAPING OF MEETINGS: Any Unit Owner may tape record or video tape meetings of the Board of Directors, or Unit Owner meetings, subject to the following restrictions:
 - A. The only audio and video equipment and devices, which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions.
 - B. Audio and video equipment must be assembled and placed in position in advance of the commencement of the meeting.
 - C. Any Unit Owner video-taping or recording a meeting is not permitted to move about the meeting room in order to facilitate the recording.
 - D. Any Unit Owner desiring to utilize audio and/or video equipment at a meeting shall give advance notice, in writing, to the Board of Directors at least 24 hours prior to the meeting.

Exhibit "D" to the Amended and Restated
Declaration of Condominium
(Rules and Regulations)

Page 6 of 7

2/03

37. TRASH AND GARBAGE: All refuse, waste, garbage and trash shall be securely wrapped in plastic garbage bags and placed only in those containers and areas designed for such purpose. Recyclables are to be placed in the appropriate containers.
38. TRUCKS: Pick-up trucks shall be permitted within the following guidelines: No truck may have a capacity of more than one-half (1/2) ton. No commercial trucks shall be allowed. No trucks displaying signs or lettering of any kind, no ladder racks, no visible ladders, wheelbarrows, buckets, or construction materials, or any type of commercial material shall be permitted. No trucks containing living quarters of any type shall be permitted. Truck caps or toppers are permitted, but may not extend more than six (6) inches above the top of the cab.
39. UNIT USE: Units shall not be used for commercial or business purposes and shall only be used as residences.
40. WATER SHUT OFF: Unit Owners are required to shut off all water valves when the unit will be unoccupied on an overnight basis, and failure to do so will create a presumption of negligence.
41. WINDOW, DOOR AND BALCONY TREATMENTS: No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of the condominium buildings. Terraces, balconies, porches or patios may not be enclosed, which includes the screening of same, nor may anything be affixed to the walls within such terraces, balconies, porches or patios. No blinds, shades, screens, decorative panels, window or door covering shall be attached to or hung or used in connection with any window or door in a Unit, if affixed to the exterior of a Unit. Window treatment shall consist of drapery, blinds, decorative panels or other tasteful materials, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not to exceed one (1) week after a Unit Owner or tenant first moves into a Unit or when permanent window treatments are being cleaned or repaired. No screening shall be replaced other than screening of the same material and color as originally exists, without Board approval.

The terms used in these Rules and Regulations shall have the same definitions and meaning as those set forth in the Declaration of Condominium for Bermuda Isles recorded in the Public Records of Lee County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

25060_1.DOC nap

Exhibit "D" to the Amended and Restated
Declaration of Condominium
(Rules and Regulations)
Page 7 of 7

2/03

BERMUDA ISLES & CAYS SWIM & RACQUET CLUB, INC.

A Corporation Not-for-Profit

C & H Property Management

Manager: Jerry Cattrell

P.O. Box 2411

Bonita Springs, FL 34133

Phone: 239-404-0335

Dear Members, Guests & Renters:

The Club kindly asks you to help us keep our pools beautiful:

- 1) Please cover your lounge chair or chair with a towel.
Suntan lotion discolors the chairs.
- 2) When leaving the pool area, please reposition all chairs and lounges to keep a neat appearance, remove all trash, empty ashtrays, and take your noodles home in order to keep our pools looking well kept.
- 3) Later in the day, please cover the spas; this will help keep our propane cost down.
- 4) Please close the gates every time you enter or leave the pool area, because we still find gates unlocked when checking pools after they are officially closed.
- 5) With everybody helping at the end of the day, our pools will always be looking nice and inviting.

Your help will be greatly appreciated by all.

The Board of Directors,
Bermuda Isles & Cays Swim & Racquet Club, Inc.