

BERMUDA ISLES II CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATION

The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management and control of the common elements and the operation of the Association. Copies of such rules and regulations shall be furnished to each unit owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the unit owners and uniformly applied and enforced.

The Rules and Regulations hereinafter enumerated as to the Association property, condominium property, the common elements, the limited common elements, and the units, shall be deemed in effect until amended by the Board of Directors 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 use their best efforts to see that these rules are faithfully observed by their families, guests, and invitees, servants, lessees, and persons over whom they exercise control and supervision. The Rules and Regulations are as follows:

1. BUILDING APPEARANCE AND MAINTENANCE

- A. The streets, sidewalks, driveways, walkways.** Designated handicapped areas and entrances may not be obstructed or encumbered or used for any purpose other than ingress and egress to an from the units, nor shall any carriage, toys, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature be left there or thereon
- B. Personal property of unit owners shall not be stored outside their units.** Unit owners may keep normal porch furniture and bicycles on their lanais or in bike racks. Bikes may not be chained to carports. Seasonal owners, when leaving the area, bicycles must be stored in side the condo.
- C. No garbage cans, supplies, containers, or other articles** shall be placed in or on the walkway, hallways, balconies and entryways, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles be hung from any of the windows, doors, walkways, balconies or entryways, or exposed on any part of the limited common elements or common elements. The limited common elements and common elements shall be kept free and clear of refuse, debris and' other unsightly material.
- D. No unit owner shall allow anything whatsoever to fall from** the windows, walkways, balconies, entryways or doors of the unit, nor shall he sweep or throw from the unit any dirt of other substances outside of the unit or on the limited common elements or common elements of the Condominium. When pressure cleaning or washing your stairwells or lanais on the upper level, please be mindful of your neighbors below. Over watering hanging plants, as well, creates damp or wet conditions for neighbors below.
- E. Garbage and recyclables must be deposited in the area provided.** Garbage must be bagged and placed in the dumpster.
 - 1. All recyclables** (*newspapers, glass, bottles, etc.*) must be placed "loosely" in the appropriate bin, but not bagged.
 - 2. If these instructions are not adhered to** the waste management company will refuse pick up and the Association will be subject to a fine.
 - 3. Discarded household furniture** may be placed outside the dumpster area. Pick-up will be arranged by the Association.
- F. No unit owner shall make or permit** any disturbing noises as an individual, by 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.
- G. No unit owner shall be permitted to operate** a stereo, television, radio, musical instrument, in such a manner as to unreasonable disturb or annoy other owners/occupants of the Condominiums adjoining or below. The same courtesy applies to slamming of entry doors and sliding lanai doors. In consideration of neighbors beside, above and below, the use of washers, dryers, dishwashers and vacuuming should be discouraged before 7 a.m. and after 10 p.m.
- H. In consideration of neighbors above, below and beside, smoking will not be allowed on unit lanais and not within 10 feet outside from the lanais.**
- I. All window treatments** must be white (blinds, shutters, curtain/drapery lining).
- J. Gas and charcoal grills are not permitted** - electric grills may be used and must be stored on the lanai or inside the unit No barbecuing or outdoor cooking is permitted on walkways, balconies or lanais or any portion of the building. Designated areas for all barbecuing and outdoor cooking must be used

- K. No exterior radio, television antenna or satellite installation** or any other wiring shall be attached to any area of the condo buildings.
- L. No sign, advertisement, notice or other similar material** shall be exhibited, displayed, inscribed, painted or affixed, in or upon any part of the units or vehicles, limited common elements or common elements by any unit owner or occupant (*to include For Sale/Rental signs*).
- M. No inflammable, combustible, or explosive fluid, chemical or substance**, shall be kept in any unit or limited common elements, except those necessary and suited for normal household use.
- N. Unit owners, residents, their families, guests, servants, employees, agents, or visitors** shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roofs of the buildings.
- O. Commercial Vehicles, Recreation Vehicles, Motor Homes, Mobile Homes, Boats, Campers and Trailers, Motorcycles or trucks of any kind** (*with open beds*) are prohibited.
 - 1. Aforementioned, to include disabled vehicles**, shall be permitted to be parked or stored on the condominium property at any time. Nor shall any mechanical repairs be made to vehicles on the premises.
 - 2. No vehicle shall be parked anywhere but on paved areas** intended for that purpose. Parking on lawns or landscaped areas is prohibited.
 - 3. All owner/renter vehicles must display a valid registration tag** and carry current insurance coverage.

2. ALTERATION OF CONDOMINIUM:

Unit owners are specifically cautioned that their right to make any addition change, alteration or decoration to the exterior appearance of any portion of the Condominium is subject to the provisions of the Declaration of Condominium. For example, no unit owner may install hurricane shutters or lanai enclosures, screen doors, or apply any type of reflective film or covering to the inside or outside of window or door glass without prior approval first from the Architectural Committee for review and then to the Board for approval, (see application form) accompanied by written plans or drawings and specifications. The Board of Directors shall approve such requests only if the Association is protected against, or indemnified as so, mechanic's liens and/or claims arising from such work.

3. EMERGENCIES IN OWNER'S ABSENCE:

In order that proper steps and procedures may be taken in a minimum amount of time during an emergency situation, the Association may retain pass keys to all units. If a unit owner changes a lock they shall provide the Association with a duplicate key.

Any unit owner who plans to be absent from the unit for an extended period of time must prepare his unit prior to his departure in the following manner:

By designating a responsible caretaker to care for the unit should the unit suffer any damage caused by storms, hurricanes, winds or other violent acts of nature. The management company (if applicable) and the Association shall be provided with the name of each unit owner's designated caretaker.

4. PETS:

The Board may impose reasonable restrictions upon how and where pets may be permitted upon the common elements.

The owner of each unit may keep not more than (2) small pets (not weighing more than 30 pounds at maturity), of a normal domesticated household type (such as a cat or dog) in the unit. The pet must be leashed or carried under the owner's arm at all times while on the condominium property outside of the unit. The pet owner shall be responsible for immediate disposal of the pet's excrement. No pets are permitted in the recreation facilities. No pets of any kind are permitted in leased units or when unit owner is not in residence. No reptiles, amphibians or livestock may be kept in the Condominium, except that tropical fish or caged birds are permitted in the units (but not on lanais). The ability to keep such a pet or animal is a privilege, not a right, and the Board of Directors is empowered to restrict the keeping of pets and to order and enforce the removal of any pet which becomes a source of unreasonable annoyances to other residents of the Condominium.

5. USE RESTRICTIONS:

A. Each Unit shall be occupied by only one family at any time, as a residence and for no other purpose; no commercial, professional, or business use shall be permitted.

B. No Unit shall be permanently occupied by more than two persons per bedroom, and the maximum number of overnight guests shall not be more than 200% of the allowable number of permanent occupants.

C. No Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending the Declaration to show the changes in the Units to be affected.

D. Nothing shall be hung, displayed or placed on the exterior walls, doors, windows, or lanai of the Unit or the building without the prior approval of the Association.

E. No clothes line or similar devices shall be allowed on any lanai of any Unit, or any other part of the Condominium Property, without the approval of the Association.

F. No Unit Owner shall make, allow or cause to be made, any structural addition or alteration of any Unit or the Common Elements, without the prior approval of the Association.

5. MINORS:

All occupants under 18 years of age shall be closely supervised at all times by an adult to insure that they do not become a source of unreasonable annoyance to other residents.

7. COMPLIANCE AND DEFAULT:

A. COMPLIANCE: Each unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Bylaws and Rules and Regulations adopted.

B. NEGLIGENCE: A Unit owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by the act, neglect or carelessness of the Unit Owner or by that of any member of the family or guests, invitees, employees or lessees, of such Unit Owner but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

C. COST and ATTORNEY'S FEES: In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Bylaws and the Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be rewarded by the court.

D. FINES: The Association may levy reasonable fines against an Owner for failure of the Unit Owner, or any occupant, licensee or invitee, to comply with any provision of the Declaration, the Bylaws or reasonable rules of the Association.

8. SALES/RENTAL PROCEDURES:

All unit sales, annual rentals and seasonal rentals must be approved by the Board of Directors. Each application must be accompanied by a \$150.00 check to cover administrative costs and background checks. The Bermuda Isles II forms must be used for such transactions and sent to:

**Ability Management
6736 Lone Oak Blvd
Naples, FL, 34109**

LEASING

Leasing of Units. All leases of units must be in writing and a copy of any lease shall be delivered to the Board upon commencement of the said Lease. The lessee must be at least one natural person. A Unit Owner may lease his entire Unit only in accordance with the provisions of this Section.

1. PROCEDURES:

A. Notice. An Owner intending to make a lease of his Unit must give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the proposed transaction, together with the name and address of the proposed lessee and such other information as the Board may reasonably require. The Board or its designee may require the personal appearance of any lessee and his spouse, if any, as a condition of approval.

B. Approval. After the required notice and all information or appearances requested have been provided, the Board or its designee, shall approve or disapprove the proposed lease within (15) days. If the Board or its designee neither approves nor disapproves within the time stated above, such failure to act shall be deemed the equivalent of approval.

C. Disapproval. Approval of the Association shall be withheld if a majority of the whole Board so votes, and in such case the lease shall not be made. The Board may not approve a lease when the payment of assessments for that Unit is delinquent.

D. Failure to Give Notice. If proper notice is not given, the Association at its election may approve or disapprove the lease without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed lessee may provide the Board with the required notice and request reconsideration. Any lease entered into without approval or in violation of the above provisions shall, at the option of the Board be treated as a nullity, and the Board shall have the right to evict the lessee with five (5) days notice, without securing consent to such eviction from the Unit Owner.

E. Application/ Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may, from time to time, provide. The legal responsibility for paying condominium assessments may not be delegated to the lessee.

2. Term of Lease and Frequency of Leasing. No Unit may be leased for a period of less than thirty (30) days nor more than three (3) times per year. No subleasing or assignment of lease rights is allowed unless the sub lessee or subtenants are approved pursuant to the provisions of this Section.

3. Occupancy During Lease Term. No one but the lessee, his family within the first degree of relationship by blood, adoption or marriage, and their guests may occupy the Unit

4. Occupancy in Absence of Lessee. If a lessee absents himself from the Unit for any period of time during the lease term, his family already in residence may continue to occupy the Unit. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit, except the approved Unit Owner.

REGULATION BY ASSOCIATION

In order to preserve a residential quality and avoid an atmosphere of transience and a motel-like environment, the Board of Directors may, by regulation, impose further restrictions upon the number of guests and the frequency of their visits in the case of leased Units. All of the provisions of the Condominium Documents and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a lessee or guest to the same extent as against an Owner, and a covenant upon the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Condominium Documents, and designating the Association as the Owner's agent for the purpose of and with the authority to terminate any such occupancy agreement in the event of a violation by the tenant of such agreement or not.

SALE OF UNIT

1. Transfer of Ownership of Units. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units and facilitating the development of a stable quiet community and peace of mind for all residents the transfer of ownership of a Unit by an Owner shall be subject to the provisions of this Section so long as the Condominium exists, which provisions each Owner of a Unit covenants to observe.

A. Sale or Gift. No Unit Owner may dispose of a Unit or any interest therein by sale or gift without the prior written approval of the Board of Directors of the Association.

B. Devise or Inheritance. If any Unit Owner acquires title by devise or inheritance, his right to occupy or use the Unit shall be subject to the approval of the Board of Directors of the Association. The approval of the Association shall not be denied to any devisee or heir who was Owner's lawful spouse at the time of death, or was related to the Owner by blood or adoption within the first degree.

C. Other Transfers. If any Unit Owner shall acquire title in any manner not considered in the foregoing subsections, his right to occupy or use the Unit shall be subject to the approval of the Board of Directors of the Association under the procedures outlined below.

D. Mortgaging of Units. There shall be no restrictions on the mortgaging of Units. All mortgages, other than a first mortgage of record shall be subject to and inferior to the Association lien for assessments as hereafter provided, regardless of when recorded.

2. PROCEDURES:

A. NOTICE TO ASSOCIATION:

(1). **Sale or Gift.** An Owner intending to make a sale or gift of his Unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the date of the proposed transfer, together with the name and address of the proposed purchaser or donee and such other information as the Board may reasonably require. The Board may require the personal appearance of any purchasers or donee and his spouse, if any, as a condition of approval.

(2). **Devise, Inheritance, or Other Transfers.** The Transferee must notify the Association of his ownership and submit to the Association a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy right unless approved by the Board, but may sell or lease the Unit following the procedures provided in this Section

(3). **Failure to Give Notice.** If no notice is given, the Association at its election may approve or disapprove the transfer without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Board with the required notice and request consideration.

B. Within fifteen (15) days of receipt of the required notice and all information or appearances requested, whichever occurs last, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a certificate of Approval executed by an officer of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within said fifteen (15) days, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a Certificate of Approval to the transferee.

(a). Disapproval: Approval of the Association shall be withheld only .if a majority of the whole Board so votes and such disapproval is for good cause. Only the following may be deemed to constitute good cause for disapproval:

- (1) The person seeking approval has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
- (2) The person seeking approval has a record of financial irresponsibility, including, without limitation, prior bankruptcies, foreclosures or bad debts;
- (3) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;
- (4) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this Condominium as a tenant, unit owner or occupant of a unit;
- (5) The person seeking approval failed to provide the information, fees or appearances required to process the application in a timely manner; or
- (6) The transfer was a sale, and was concluded without Association approval.

3. UNAPPROVED TRANSFERS. Any sale or transfer of ownership which is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board.

September, 1993

Revised January 1, 2005

2nd Revision February 22, 2012