

## BERMUDA PARK, A CONDOMINIUM

### INITIAL RULES AND REGULATIONS

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, guest, and invitees, servants lessees, and person over whom they exercise control and supervision. The initial Rules and Regulations are as follows:

#### **1. Building Appearance and Maintenance**

- a. The Streets sidewalks, driveways, walkways and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the units. Nor shall any carriages, toys, bicycles, wagons, shopping carts, chairs, rafts or other flotation devices, skateboards, roller blades, benches, tables or any other object of a similar type and nature be left therein or thereon.
- b. Personal property of Unit Owners shall not be stored outside their Units. Unit Owners may keep normal outdoor furniture on their lanais.
- c. No garbage cans, supplies, containers, or other articles shall be placed in or on the walkways, hallways, balconies and entryways, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, walkways, balconies or entryways, or exposed on any part of the Limited Common Elements or Common Elements; and the Limited Common Elements and the 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 and Owner sweep or throw from the Unit any dirt or other substances outside of the Unit or on the Limited Common Elements or Common Elements of the Condominium.
- e. Refuse and garbage shall be properly stored and deposited only in the area provided therefor immediately prior to scheduled pickup. All garbage must be bagged. Also the County ordinances mandates that every Unit owner is responsible to recyclable all recyclable products as directed by the county.
- f. No Unit Owner shall make or permit any disturbing noises by the Unit Owners, their family, servants, employees, agents, visitors, or lessees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. All work hours shall be between the hours from 8:00 am and 5:00 pm EST. No Unit Owner shall play upon or permit to be operated a phonograph, television, radio or musical instrument in such a manner as to unreasonably disturb or annoy other occupants of the Condominium.

- g. No barbecuing or outdoor cooking is permitted on walkways, balconies or lanais or any portion of the buildings. The Board of Directors may establish one or more areas of the Common Elements for outdoor cooking.
- h. No exterior radio, television antenna, other wiring, or satellite dishes shall be installed without prior written consent of the Board of Directors.
- i. No signs, advertisement, notice or other similar material shall be exhibited, displayed, inscribed, painted or affixed, in or upon any part of the Units, Limited Common Elements or Common Elements by any Unit Owner or occupant without written permission of the Association.
- j. 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.
- k. Unit Owners, residents, their families, guest, 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 any building.
- l. No Commercial vehicle or any vehicle with more than two axis or disabled vehicle shall be permitted to be parked or stored on the Condominium Property unless kept fully enclosed within a garage at all times. No vehicle shall be parked anywhere but on paved areas intended for that purpose or in garages. Parking on lawns or landscaped areas is prohibited. No vehicles shall be used as a domicile or residence either permanently or temporarily.  
No motorcycles are allowed on the Property unless housed in a garage. Every Owner is entitled to two parking spaces, your garage will be considered as one, you will be entitled to one outdoor parking space. Every Owner that has a carport is entitled to one parking place under the carport and one outside common space. The maximum number of registered vehicles for each property and Owner is two vehicles.

## **2. Alteration of Condominium**

Unit Owners are specifically cautioned that their right to make and additions, 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 apply any type of film or covering to the inside or outside of window or door glass without the prior approval of the Association. All such additions, changes or alterations must be presented in writing to the Board of Directors for approval, accompanied by written plans or drawings and specifications. The Board of Directors shall approve such request only if the Association is protected against or indemnified as to mechanic's liens and/or claims arising from such work. All work hours shall be between the hours from 8:00 am and 5:00 pm EST.

## **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, the Owner shall provide the Association with a duplicate key.

Any Unit Owner who plans to be absent from their Unit for an extended period of time must prepare the Unit prior to their departure in the following manner:

- a. By removing all furniture, plants and other objects from around the outside of the Unit; and
- b. By designating a responsible caretaker to care for the Owner's Unit should their 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 aforesaid designated caretaker. Such caretaker will notify the Association prior to making any entry to the Unit during the Owner's absence.

#### **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) pets 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 time while on the Condominium Property outside of the Unit. Leased units are not allowed to have any type of pets\*. No reptiles, amphibians, poultry or livestock may be kept in the Condominium. But tropical fish or caged birds are permitted in the Unit (but not on lanais as to caged birds). 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 such pet(s) and may order and enforce the removal of any such pet(s) which becomes a source of annoyance to other residents of the Condominium. (\* Renters lease hand book page 4)

#### **5. Smoking Rules**

Smoking is prohibited in the pool area and all walkways around the pool area including the Cabana.

Smoking shall mean inhaling, exhaling, burning, carrying or possessing any lighted tobacco product, or E-cigarette product, including cigarettes, cigars, pipe tobacco or any other lighted tobacco product.

The only place smoking will be permitted around the pool area shall be the designated area by the charcoal grill area where there are smoking receptacles.

#### **6. Recouping Expenses**

- a. The Owner of the unit is responsible for violation of the Documents and Rule of the Association. All extra expenses initiated by the Owner, renter or guest who are residing in the Unit, that the Bermuda Park Association has to pay for the lack of the Owner who rent their properties, pay the extra expenses for the cost of resolving the outstanding issues. This rule is to include all letters, copies, certified mailings and attorney's fees and any other item that may be an expense to the Association other than what is stated in the Bermuda Park documents.
- b. The Owners of the Unit is responsible for violation of the documents and rules of the Association. All extra expenses that Bermuda Park Association has to pay for the lack of the Owners not taking the responsibility for not abiding by the rules and deceleration. And the Owner be billed for the extra expenses for the violation that they have created to resolve the outstanding issues. This rule is to include all letters, copies, certified mailings and attorney's fees and any other item that may be an expense to the Association.

## 7. **Bermuda Park Parking Sticker Program Rules**

**Purpose:** Keeping Safety and Security in mind is the main purpose of having a Parking Sticker program in place at Bermuda Park Condo Association. To identify approved vehicles insuring no unauthorized vehicle or Person is in the Bermuda Park Community.

### **Who Receives:**

- a. Owners who reside in Bermuda Park either full time or on property for the season.
- b. Renters who will be on property for a minimum of one year.
- c. All vehicles must be properly registered and insured.
- d. Proof of registration and insurance must be included with all sticker request.

**Sticker Location:** Lower left side of front windshield.

**Note:** No sticker will be issued to a renter for less than one year. Due to Bermuda Park rules, not allowing any Unit to be rented less than 30 days, they will receive a temporary guest pass.

**Sticker:** Green numbered sticker will be assigned to full time and seasonal Owners. To be placed on their vehicle(s).

Red number stickers will be assigned to renters with a minimum stay in Bermuda Park for one year. To be placed on their vehicle(s).

### **Short Term Visit:**

- a. Any person visiting an owner or approved rental guest residing in Bermuda Park less than one year and more than two days.
- b. Temporary stickers (short term pass) can be obtained on Bermuda Park web site ([Bermudapark.info](http://Bermudapark.info)) or from Pegasus Property Management.
- c. Temporary stickers must be displayed on the front dash in sight.

### **Rental Vehicles:**

- a. No number stickers will be issued for a vehicle being rented by an Owner, renter or guest.
- b. All rental vehicles will utilize a Short Term Visit Pass that can be obtained and printed on Bermuda Park's web site and form Pegasus Property Management.
- c. Short term pass must be displayed on the front dash in site.

### **Expiration:**

- a. All red numbed rental sticker will expire at the end of the rental period and be deactivate from the system unless the lease is renewed for the next year.
- b. All repeat/returning seasonal renters must update their vehicle information and receive a new temporary parking pass, by submitting proper documentation.

### **How to obtain a Sticker:**

- a. Requests are made at the time of unit purchase or rental package.
- b. Copy of vehicle registration and proof of insurance must be provided.

- c. Stickers can also be requested on the Bermuda Park web site or by calling Pegasus Property Management and submitting said request directly to their office.
- d. No sticker will be mailed. They may be picked up at the property manager's office.
- e. Stickers may be picked up at Pegasus Property Management located at:
  - 8840 Terrene ct. # 102 ,
  - Bonita Springs, FL 34135
  - Phone 239-454-8568

Failure to obtain proper registration sticker may result in a vehicle being identified as not belonging in Bermuda Park and will be subject to towing at the Owner's expense and/or a fine of \$100.00 per day to a maximum of \$1,000.00 assessed to the Owner of the unit or both.

Revised 4/18/2019