

BERMUDA LAGO

CONDOMINIUM

ASSOCIATION

**Handbook of
Rules and Regulations**

May, 2004

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I. Common Areas

- A. Common areas are everything except the interiors of the individually-owned condominium units plus windows, doors and screens. Common areas include all the land, the building structures and the pool and pool building. Common areas are owned by all the unit owners together and are for the use and enjoyment of all. Everyone must be considerate in their use of common areas.
- B. Limited common areas are reserved for the exclusive use of a specified unit. Examples are the assigned parking spaces/garages (maintained by the Association), the lanais and air conditioning equipment located outside the unit building (maintained by the unit owner).
- C. Littering of common areas is prohibited.
- D. Streets, entrance walks, stairways and balconies are common areas, and are not to be obstructed. Carriages, toys, bicycles, wagons, chairs, rafts, shoes, garbage, etc., are not to be placed there. No benches, tables, bird feeders, wind chimes, flags or wind socks are permitted on stairways, balconies or railings. No flag poles or support brackets may be affixed to the buildings.
- E. Personal property of unit owners shall not be stored outside their units. Unit owners may keep normal outdoor furniture on their lanais.
- F. No clothing, curtains, rugs, mops or laundry of any kind may be hung from the balconies, railings or entryways, nor shall any other articles be shaken or hung from any windows, doors, walkways, balconies or entryways, and all lanais, balconies, walkways and entryways must be kept free and clear of all refuse, debris and other unsightly material.
- G. No noise is permitted that disturbs others. The sound volume of radios, stereos, televisions and talking in units, lanais and pool must be kept at a level that is not annoying to others in neighboring units or outside, between the hours of 10:30 p.m. and 7:00 a.m.
- H. Any damage to the common areas caused by a unit owner or their guest, tenant, employee, contractor or pet shall be repaired at the expense of the unit owner.
- I. Playing on entrance walks, stairs and balconies is not permitted. This includes skateboards, rollerblades, etc.
- J. No sign, advertisement, notice or other similar material shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of the units by any owner or occupant without written permission of the Association.
- K. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any unit, except those necessary and suited for normal household use.

II. Pools and Pool Buildings

- A. Rules and hours of operation for the use of the swimming and spa pools are posted on the pool fence. Use of the pool is "at your own risk". No lifeguards are provided by the Association.
- B. Children under the age of 12 must be accompanied and supervised by an adult anytime they are inside the pool fence. Toddler/Child must wear rubber pants over diaper and under swimsuit. Parent/Unit Owner/Renter will be held responsible for any pool contaminants by child.
- C. No pets of any kind are permitted inside the pool fence.
- D. Loud talking in the pool area carries quickly to nearby units and can be annoying. Pool users are asked to keep their voices down. As a courtesy, do not reserve lounges with towels, etc., when they are not being used.
- E. No glass containers are permitted on the pool deck or in the pool, and no food is permitted inside the pool fence.

III. Parking

- A. The speed limit on Condominium roads is 5 mph.
- B. No boat, trailers, camper, mobile home, motor home or any vehicle with more than two axles, nor disabled vehicles shall be permitted to be parked or stored on the property. No vehicle shall park anywhere but on paved areas intended for that purpose. Parking on lawns or landscaped areas is prohibited.
- C. No vehicle shall be used as a domicile or residence, either permanent or temporary.
- D. Each unit is entitled to the exclusive use of one assigned parking space, either covered by a garage or uncovered. The primary vehicle of the unit must be parked in the unit's assigned space. No vehicle may be parked in a unit's assigned garage without the unit owner's permission. Please park between marked lines.
- E. Only operable private vehicles with current license plates are permitted in the parking lots. No trucks larger than pickup trucks or pickup trucks with more than four wheels are permitted.
- F. Bicycles are to be parked only in garages.

- G. Oil drips and spills damage the asphalt in the parking lots and are to be wiped up at once. Oil leaks are to be repaired off-site before returning the vehicle to the parking lot. The cost of repairing asphalt damage from oil or other fluids will be billed to the unit owner responsible.
- H. Repairing of vehicles, other than for minor emergencies, are prohibited in parking lots.
- I. Fitted car covers are permitted provided they are in good condition.

IV. Lanais

- A. Lanais are important outdoor living areas of each unit. Because they are visible outside the unit, their use is subject to Association regulation.
- B. Appropriate furniture and plantings are permitted on lanais. Planters and pots must be secure against wind and rain, and plants must be well-maintained all year.
- C. Lanais shall not be used for hanging or drying of laundry, for cleaning of large household items, or for storage of bicycles, mopeds, toys or other personal property.
- D. No bird feeders, wind chimes, flags or wind socks are permitted outside the lanais. No flag poles or support brackets may be affixed to the buildings, patio walls or lanai railings.
- E. No sandboxes or wading pools are permitted.
- F. Patio or yard sales are prohibited.

V. Outdoor Cooking

- A. No cooking is permitted on lanais, walkways or balconies, nor may propane or charcoal grills be stored in owner's unit, lanai, patio or garage. No propane tanks shall be stored within any unit or garage.

VI. Pets

- A. The owner of each unit may keep no more than two (2) small breed pets (dog or cat) in the unit, each weighing 25 pounds or less.
- B. No reptiles, rodents, amphibians, poultry, swine or livestock may be kept in the Condominium. Fish or caged birds are permitted, but are not allowed on the lanais.

- C. Pets must be leashed or carried at all times while on the condominium property outside of their unit.
- D. Pets are not allowed within the pool fence, nor in the picnic area.
- E. Pet owners shall immediately remove any animal droppings and dispose of them properly.
- F. Keeping pets in the Condominium is a privilege which the Board can take away from any owner whose pet becomes a source of unreasonable annoyance to other residents.
- G. Pets are not allowed in leased units. Lease agreements must include a clause to this effect.

VIII. Occupancy

- A. Each unit shall be occupied by only one family and its guests at any time and only as a residence. No business or commercial activity is permitted, including client visits and regular package deliveries. Business communications by telephone, fax or e-mail are permitted.
- B. When the unit owner is present there is no restriction on the number of family members and guests who may occupy the unit.

IX. Leasing of Units

- A. In order to foster a stable residential community and to prevent a motel-like atmosphere, the leasing of units by their owners is regulated by the Association.
- B. A Lease Application Form, available from the Management Company, must be submitted to the Board for approval at least twenty (20) days before the start of the lease period together with the written lease agreement and processing fee, currently this amount is \$100.00.
- C. No unit may be leased more often than five (5) times per year, with a minimum lease term of thirty (30) days and the maximum lease term of one (1) year. Keep in mind that leases less than six (6) months and one (1) day are subject to state tax, the responsibility for payment is that of the unit owner.
- D. Unit owners are responsible for making tenants aware of these Rules and Regulations and for any violations of these rules by their tenants.
- E. The total number of overnight occupants of a leased unit is limited to two (2) persons per bedroom. If a lessee and all of his immediate family are absent, no

other person may occupy the unit. At least ten (10) days prior to such occupancy, the unit owner shall notify the Board of the names of all persons who will be permitted to temporarily occupy the unit.

- F. No pets are permitted in leased units. The lease agreement must contain a clause to this effect.
- G. To prevent overtaxing the Condominium facilities, owners of leased units may not use recreation or parking facilities during the lease term.

X. Sale of Units

- A. No "For Sale", "For Rent", "Open House" or similar signs may be placed anywhere within the Condominium or on Condominium property.
- B. The Board and the Management Company must be notified of an impending sale of a unit in order to coordinate actions required for the transfer of ownership. These include updating the maintenance fees, settling any liens and payment of transfer fees.

XI. Rubbish and Recycling

- A. Rubbish, trash or other items for disposal must be in a sealed or tied trash bag and placed in one of the dumpsters on the property. Cardboard boxes are to be broken up. Dumpster doors must be left closed.
- B. Newspapers, cans and bottles are to be placed in their appropriate recycling containers next to the dumpsters. (When this service is available.)
- C. Rubbish may not be stored, even temporarily, on entrance walks, lanais or patios.

XII. Maintenance and Repairs

- A. Maintenance and repair of all equipment and Interior decorating within a unit as well as doors, screens and windows (including outside window washing), are the responsibility of the unit owner. Maintenance and repair of the outside air conditioning equipment serving the unit are also the unit owner's responsibility.
- B. Maintenance and repair of all other equipment and buildings on the Condominium property are the responsibility of the Association. Any items in need of maintenance should be brought immediately to the attention of the Management Company. Tampering with outside lights, irrigation equipment, pool heaters, etc., is strictly prohibited.

- C. Unit owners are financially responsible for any damage to common areas or to other units caused by their contractors or workers. Only licensed and insured contractors should be used for unit maintenance and repair.
- D. Modification of the exterior of a unit, building or common area is not permitted without prior written approval from the Board. White hurricane shutters may be installed with prior written approval of the Board. All requests for modifications should be submitted, complete with plans and specifications so that they may be reviewed.

XIII. Insurance

- A. Unit owners are responsible for insuring their own units and all their appliances, equipment, interior decorating and personal property. Unit owners are expected to carry condominium homeowners' insurance with endorsements for leakage, seepage and wind-driven rain.
- B. The Association shall keep in force insurance coverage on all building structures and other common elements, as required by law and the Condominium documents.

XIV. Maintenance Fees

- A. Maintenance fees are collected from unit owners on a quarterly basis. Fees are due on the 1st day of January, April, July and October. Payments are late after the 10th day of these months and are then subject to late payment penalties until paid in full.
- B. On-time payment of maintenance fees is the responsibility of each unit owner.
- C. Past due maintenance fees and assessments may cause fines, a lien and/or a foreclosure to be filed against a delinquent unit owner. Any costs of collection, including attorney fees, will be added to the amount owed to the Association.

XV. Management

- A. The management of Bermuda Lago Condominium is under the care of a Board of Directors whose members are elected by the unit owners. The Board is assisted by a professional Management Company which handles bookkeeping, contracting for services and owner communications.
- B. All residents are asked to contact Board members or the Management Company as quickly as possible to report emergencies, required maintenance or rule violations.

- C. All unit owners are invited to attend the meetings of the Board of Directors. Meeting locations, date and times are posted on the bulletin board at least 48 hours in advance.

XVI. Complaint Procedure

- A. A complaint against anyone allegedly violating these Rules & Regulations or other Association documents is to be made to the Board or the Management Company in writing and signed.
- B. The Management Company will notify the alleged violator of the complaint in writing without naming the complainant and direct that the violation be corrected. Alleged violators may explain their position to the Board by mail or in person at the next regular Board Meeting.
- C. Failure to correct or otherwise resolve the violation will result in a fine for each violation. If necessary, legal action will be initiated by the Association. Any costs of collection, including attorney fees, will be added to the fine.

XVII. Fines

- A. Under the Florida Statutes, the Board of Directors has the authority to levy fines of up to \$100 per day, up to an aggregate of \$1,000, for each violation of the Condominium Documents and/or the Rules & Regulations of the Association.
- B. The Board will establish a schedule of fines for various violations, which it may amend from time to time.

POOL RULES

1. Pool hours are from dawn to dusk.
2. No lifeguard on duty, swim at your own risk.
3. Shower before entering pool or spa.
4. Children under 12 must be accompanied by parent or guardian in the pool area.
5. Toddlers in diapers must wear extra rubber pant protection over diaper and under bathing suits. Parents / unit owners / renters will be held responsible for any pool contamination by child.
6. No floats in pool if more than 5 persons are in the pool.
7. Use towel or pad protection on chairs / lounges.
8. Smokers must dispose of butts in proper containers.
9. No glass containers or eating in pool area.
10. No jumping or diving into the pool. No running on deck.
11. Close umbrellas and return chairs / chaises to face the pool when not in use.

SPA RULES

1. Temperature normally set at 102 degrees.
2. Persons with heart conditions or high blood pressure should be cautious of the length of stay in spa.
3. Children under 12 not allowed in spa except when parent or guardian is also in the spa.