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Bahama Reef Condominium Governing Rules & Regulations

The Board of Directors of Bahama Reef Condominium, Association have adopted the following Rules and Regulations in accordance with the provisions of The Bahamas Law of Property and Conveyancing (Condominium) Act dated August 5, 1965, amended July 28, 1969.

To provide for the common benefit and good; to provide for the most congenial use and occupancy of the premises; to provide for the maximum safety and security of the premises and its occupants and to provide for the maximum protection of the value of the owners' investment, the Owner of each unit, his/her agent or tenant shall observe the Rules and Regulations set forth herein. For all Rules and Regulations, please refer to the Byelaws and Declaration of Condominium.

The Board of Directors is committed to enforce these Rules and Regulations. Failure to comply by residents and any guest after a written warning, will result in a fine of up to \$100 assessed the owner of the unit that is involved in violation. The fine is not limited and can be assessed daily for continued infraction(s).

1. CHANGE OF OWNERSHIP AND LEASE REQUIREMENTS

- a. The owner who wishes to sell or enter into a long-term lease (minimum of 6 months) of their unit is required to first complete a "NOTICE OF INTENT TO SELL OR LEASE CONDOMINIUM" and submit to the Board of Directors for approval. Once this notice has been signed off the owner can list or begin the process of selling or leasing their unit.
- b. Once the owner has a potential buyer/tenant before entering into an agreement the potential owner/tenant must complete the "APPLICATION FOR PURCHASE OF CONDOMINIUM OR APPLICATION FOR LEASE OF CONDOMINIUM" and submit to the board for approval.
- c. This application form contains proof of financial stability of the intended purchaser(s) / tenant(s) and therefore include full details of any financial or other mortgage arrangements between the owner and/or a financial institution and the intended purchaser(s)/tenant(s). There are additionally documents that must accompany this application and presented to the Board in order to assist in the approval decision.

d. The Board may only deny the Application based on:

- (i) The criminal record of the proposed owner or tenant;
- (ii) The financial standing of the proposed owner or tenant being that the Board has reasonable grounds to determine that the proposed owner or tenant would be unable to meet his / her financial obligations (either recurring or non-recurring) as the owner or tenant of the Unit;
- (iii) evidence that the proposed owner or tenant has a history of being disruptive or acting in breach of the rules and regulations applicable to his / her occupation of a previous residence.
- (iv) The Board may not deny the Application based on race, color, national origin, sex, religion or age.

e. Owners who lend their unit to family or friends must complete the form "NOTICE OF LENDING OF UNIT" and submit to the Board of Directors at Bahama Reef at bahamareefboard@gmail.com.

f. It is the responsibility of the owner to notify all tenants of the Governing Rules and Regulations (GR&R) applicable to and during the tenancy, including the right

- (i) of the Board of Directors to void any lease/rental agreement for a violation of the GR&R, Bye-laws, or Declaration of Condominium.
- (ii) Failure of the owner or his agent to so notify tenants shall not limit or void the right of the Board of Directors under this rule.
- (iii) The Board of Directors reserves the right to evict any tenants for cause or for breach of The Board of Directors.

2. EXTERIOR CHANGES TO UNITS

The owner of a unit must not make or allow any structural modification or alteration to their unit or paint or otherwise decorate or change the exterior appearance of their unit without first obtaining written approval from the Board of Directors. An "Architectural Review Form" must be completed and submitted to the Architectural Review Committee (ARC) for approval prior to the start of any work. Approval to be completed within 14 days after receipt by the ARC provided all required documents have been submitted. Complete form can be submitted to bahamareefboard@gmail.com.

3. GARDEN, POOL, AND PATIO

- a. The Bahama Reef garden, swimming pool and patio areas are for the pleasure of all residents. Sun bathing is not allowed in the garden area and children are not permitted to play in the garden area.
- b. The swimming pool shall be used only by residents, tenants, and their guests, between the hours of 8:00 a.m. to 10:00 p.m. Visiting children and residents under 12 years of age are not permitted in the pool unless accompanied by an adult.
- c. Ball playing is not permitted in the pool and patio area.
- d. To comply with insurance regulations; to avoid accidents and to prevent objectionable noises, users of the pool and the patio areas shall not participate in games involving running or shouting.
- e. It is required that all bathers dry off before reentering walkways and the building. Footwear must be worn when entering or leaving the pool area. Bare feet are allowed in the pool area only.
- f. All persons using the pool do so at their own risk.
- g. Glasses, bottles and other breakable objects are not permitted in the pool and patio areas.
- h. The discarding of cigarette butts, tin cans, paper and other litter, in the pool and patio area or on the ground is prohibited, except in the receptacles provided.
- i. Food is not permitted in the pool area, but is permitted on the west end under the building in the designated area. Persons using this area are responsible for cleaning up after use.

4. PETS

No pets or animals of any kind shall be kept in any unit or be permitted on the common areas or in the building.

5. VISITING CHILDREN

Visiting children are not permitted to run, to ride, to skate, or play ball or engage in noisy games on walkways, in the lobby or other common area of the building.

6. NOISE

- a. In order to ensure your own comfort and that of your neighbors, radios, stereos, television and or any other musical instruments must be kept at a minimum volume especially between the ours of 10:00 p.m. and 8:00 a.m. All other unnecessary noise should be avoided at all times.
- b. Construction hours within the building are limited to 9:00 am – 5:00 pm Monday through Friday and from 9:00 am to 1:00 pm on Saturday.

7. GARBAGE

All refuse shall be tightly wrapped in paper or bagged in tied garbage bags before depositing in the garbage container in the parking lot.

8. ELEVATOR

- a. The appearance of our elevator will be preserved only if care is taken not to mar or scratch the interior with carts, packages, furniture, etc. If you have questions regarding the operation, emergency and safety precaution of the elevators, kindly consult the Notice Board in the lobby.
- b. It is recommended that use of the elevator be avoided during thunder and lightning storm, since most power failures occur during these times.
- c. In the event of a power failure or mechanical failure, the elevator will stop automatically. An alarm bell is located on the control panel and may be sounded if help is needed.
- d. It is highly recommended that when using the elevator that you carry a cell phone.

9. BALCONIES, WALKWAYS AND STAIRWAYS

- a. No storage of any kind shall be permitted in stairway areas or on the walkways.
- b. A maximum of two medium decorative flower pots per unit are permitted on the walkways.
- c. Mops, clothes, brooms, or vacuum cleaner bags shall not be dusted or shaken from the walkways or balconies.

- d. Clothing sheets, towels, laundry or other such items shall not be hung from balconies or over balcony or walkway railings, for drying or any other purpose nor shall balconies be used as storage areas where the items stored are higher than the balcony wall and/or visible from the beach side. This would quickly impair the beauty of the building.
- e. Flower pots, boxes, glasses, etc., are not allowed on balcony railings, due to the obvious hazard of falling objects.
- f. When off-island, all patio furniture must be stored inside the unit. This is to prevent high winds from blowing these items off the balcony potential causing damage to the building or other units.
 - i. No one shall be permitted to install an antenna anywhere outside their unit.
 - ii. No one shall store articles, in their unit which could create a fire hazard.
 - iii. No charcoal barbecues or any open flame tables is permitted on the balconies.
 - iv. All stairwell doors and lobby doors are to remain closed for security reasons. Lobby doors can remain open for a brief time while actively loading or unloading.

10. VISITORS

- a. Visitors will not be permitted to enter the premises, day or night, except when accompanied, or cleared for entry, by a resident.
- b. In the interest of maintaining a high standard of safety and security, when leaving or entering the building residents and guests are DIRECTED not to allow any person, who has not been cleared for entry to the building to enter the premises.

11. NO TRADE

No unit shall be used for any other purpose than as a private residence. No trade, business or commercial undertaking of any kind shall be carried on inside or outside any unit.

12. RESPONSIBILITY OF OWNERS AND/OR RESIDENTS

- a. In the absence of residents, it may be necessary from time to time for a member of the Board of Directors of Bahama Reef or an employee under the direction of a member of the Board of Directors to enter any unit and therefore entry keys for all units are required to be available at the residence of a Board member.
- b. If entry is required for a scheduled service such as Pest Control Spraying or for an emergency inspection service such as suspected broken hot water tank or toilet bowl seal or suspected water damage from balconies and entry keys are not available, a member of the Board of Directors has the right to request a locksmith to provide entry keys to said unit and costs of approximately \$95.00 shall be paid by owner.
- c. Replacement costs for a new hot water tank or toilet bowl seal or for any necessary repairs to an owner's unit will be the responsibility of said owner. Owners will also be responsible for any damages to units below caused by water leakage from their units.
- d. If residents are absent for more than 48 hours all water valves should be shut off. Please flush toilets on departure so that no water remains in the bowl.
- e. Do not put grease down kitchen or bathroom sinks. Place grease in sealed container and include with other garbage.
- f. Do not put bio-degradable products such as sanitary pads down the toilet.

13. MAINTENANCE AND REPAIR CHARGES

- a. All maintenance charges are due and payable bi-annually in advance, postmarked no later than the invoice due date. The due dates are as follows:

January - June Maintenance is due - January 31st

July - December Maintenance is due - July 31st.

After 30-days of non-payment the Board of Directors reserves the right to levy a late fee to the unit owner of 1-1/2% per month on the balance due until paid in full. If the payment is received and has a postmark prior to the end of the grace period the late fee(s) will be credited back to the owner's account.

- b. Emergency repair charges for repairs to individual units, i.e., broken water lines hot water tanks, toilet seals, windows etc., are due and payable within 15 days of the statement being rendered.

14. SUGGESTIONS AND COMPLAINTS

Suggestions for improvements and/or complaints should be addressed in writing to the Board of Directors of Bahama Reef Condominium Association P.O. Box F-42333 or can be emailed to **bahamareefboard@gmail.com**.

The Board of Directors will endeavor to deal with all matters timely and in an impartial manner.