



Homeowner Association

Rules & Regulations

2025



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Bimini Bay Homeowner Association

Rules & Regulations

Introduction

Association living requires the full cooperation of all homeowners. It is important that each homeowner familiarize themselves with the following Rules & Regulations, in order to ensure that all the homeowners of Bimini Bay Resort & Marina enjoy the quality of life offered by this wonderful community.

The Board of Directors of the Bimini Bay Homeowners Association, Ltd. (referred to in these Rules as “the Board”); pursuant to the authority granted to it in the Declaration of Covenants has established the following Rules & Regulations, which are in part taken directly from the Declaration. The success of any community is founded on the principles of common decency, respect and consideration for the basic rights of homeowners. These Rules & Regulations will serve as a ready reminder and reference of the various obligations’ homeowners have to one another.

Provisions for these Rules & Regulations, and the authority for enforcement, are contained in the Declaration and the By-Laws, which were given to you when you bought your home. These Rules are intended as a supplement to the Declaration, not a replacement. All provisions of the Declaration not referenced in this document remain in full effect and must be adhered to by all homeowners. It is the responsibility of each homeowner to make their families and guests aware of the restrictions of the governing documents. However, it is the homeowner, as a Member of the Association who remains responsible for the conduct of residents, vendors and guests.



The Board establishes and enforces these Rules, manages the financial affairs of the Association, and oversees the operation and maintenance of the Association facilities and the Common Area. The Board has hired a management company to administer these tasks. One of the responsibilities of the management company (“Management”) is to enforce these rules. The Board may change these Rules & Regulations periodically as needed.

Comments

The process of formulating rules and regulations for a community the size of Bimini Bay is always an ongoing one. Towards that end, if you believe that any of these rules are inappropriate, or that additional rules are required, the Board seeks your input. Please send a letter to the Board detailing your suggestions and the Board will consider them.

Communications with the Board

All communications with the Board must be in writing to ensure that there is a record of those communications. All communications to the Board required by these Rules & Regulations, and any other communication with the Board, should be emailed to office@biminihoa.com with copy to manager@biminihoa.com.

Enforcement

The Board or Management will enforce violations of these rules. Penalties may be assessed up to \$250 per violation. Penalties of up to \$250 per day may be assessed for continuing violations, such as structures constructed without required approval. The Board or Management may also assess costs for damages to Bimini Bay property, the costs of Bimini Bay personnel required to address the violation, or for other costs reasonably required to address the violation.



A written notice of violation, issued by either the Board or Management, will assess violations. The person(s) against whom the violation is directed may challenge the violation by emailing a letter to the Board as provided for in the “Communications with the Board” section above, within 20 days of the date of the violation, explaining the basis for the challenge. If a violation is challenged, as described in this paragraph, the Board will set a hearing to hear and decide on the challenge.

If a violation is not challenged, or if the Board denies a challenge, the fine and other costs will be assessed against the violator. If the violator is a unit owner, a renter renting directly from the unit owner or the guest of a unit owner, the assessment will be made against the maintenance account of the unit owner and will be subject to collection in the same manner as an assessment. If the violator is a renter renting through the Bimini Bay rental program, the assessment will be made against the credit card provided for those rentals.

Board Approval

Some of the rules and regulations require Board approval for various actions, activities or deviations from the rules. Such Board approval may be requested by emailing a letter to the Board as provided for in the “Communications with the Board” section above. The Board may respond to any such request in writing. Only such a written response will be considered effective; an oral communication from a Board Member will not be considered effective.



Capital Contribution

Effective date is June 1st, 2024, the Directors have determined it is necessary for the general operation of the Company to establish a Capital Contribution Fund moving forward on the sale of any property in the Bimini Bay Subdivision and which would benefit the Company with future improvements to the Common Properties and Common Roads.

IT WAS RESOLVED that the Company is authorized moving forward to collect from each Purchaser of property in the Bimini Bay Subdivision at the time of acquisition a capital contribution amount representing the payment in advance of the property's first quarter's assessment. All homes which are being sold **MUST** include a fee equal to the current quarterly assessment of said property as a one-time fee paid by the buyer.

Architectural Control

The Declaration of Covenants provides for an Architectural and Design Review Board (the "ADRB") to ensure that the appearance of the community is maintained. No building, wall, fence, swimming pool, or other structure of any kind may be commenced, erected or maintained, nor any landscaping be done, nor any exterior addition, change or alteration to the exterior of any unit or dock/slip be made, without approval of the ADRB as provided for in the governing documents.

A request for such approval must be submitted to the ADRB in writing. The application form, which lists the information that must be provided with the application, and guidelines are available at the Homeowner Association Office, which is located at Bimini Bay Resort, North Bimini, Bimini, The Bahamas.



Any construction, installation, addition, modification or changes made which require ADRB approval, but which are made without such approval, will constitute a violation of these Rules and Regulations. The Board will enforce penalties for such violations. In addition to fines, penalties may include removal of the offending structure and restoration of the property to the original status, with the cost of such removal and restoration assessed against the unit.

Please be advised that unauthorized alterations, addition, improvements or any other construction be subject to enforcement action as outlined by the Declarations. In addition to those matters which require ADRB approval, no owner shall cause or allow improvements, additions or changes to any Unit or Common Property, including painting or other decorating of any nature (other than to the interior of the Unit), installing any electrical wiring, machinery, or air conditioning units or in any manner changing the appearance of any portion of the building, without obtaining the prior written consent of the ADRB.

Please consult the ADRB Guidelines for more information.

Family/Guests/Contractors

Family, guests and contractors must abide by all Rules & Regulations in force at the time. Homeowners are responsible for the conduct and actions of their family, guests and contractors. Private contractors must possess licenses, certifications and insurance to operate on Bimini Bay property and will be required to submit verification prior to commencing any such work. All vendors and contractors must check-in with Security for a pass to begin work. Work must be done in accordance with the property's Rules & Regulations and ADRB Guidelines regarding the sound and cleanliness of the work area.



Occupancy

Units may only be occupied and used by their respective owners and their guests as private dwellings or guest accommodation only and for no other purpose. The maximum number of occupants, for which the unit was designed or, may not be exceeded. Maximum occupancy is:

- Studio – 4 people
- 1 bedroom – 4 people
- 2 bedroom – 6 people
- 3 bedroom – 8 people
- 4 bedroom – 10 people
- 5 bedroom – 12 people
- 6 bedroom – 14 people

Children

Children under eighteen (18) years of age shall be permitted to reside in units provided that they are accompanied by an owner or guest of a unit owner who is eighteen (18) years of age or older. Owners shall be responsible for the conduct of their children and the children of their guests, ensuring that their behavior is neither offensive to any occupant of the Property nor damaging to any portion of the Property. If fines are levied for damage, owner shall be responsible for all fines, penalties, assessments and costs associated with the damage incurred.



Golf Carts and Other Motorized Vehicles

Golf carts and other motorized vehicles may only be operated on the paved streets and paths designated or designed for such vehicles. Such vehicles may only be parked in the paved areas designated or designed for parking. Such vehicles may not be driven or parked on the grass or other landscaped areas of Bimini Bay, behind the oceanfront houses or the houses on the private island Including but not limited to front porches, or on the paved walking area around the perimeters of the marinas.

The upper roads were intended for golf cart use only. For this reason, effective September 15th, 2022, all vehicles that are not golf carts will have limited access to the residential areas and will only be allowed to pick-up and drop off.

No Full-Size vehicle (anything other than a Golf Cart/Polaris) is allowed to park within the upper road community roads. If your vehicle is seen parked in the residential area and you are not dropping off/picking up items, your access will be revoked, and your HOA account will be fined \$125.00 for the first offense and \$250.00 for all subsequent offenses.

Addendum:

Any golf cart parked on the grass area or extends beyond the paved areas will be subject to getting a boot attached to the cart by security. Once booted, the owner or renter will be required to go to the HOA office during business hours. They will be responsible for paying a \$125.00 fine for the first offense before the boot is removed. A second and all subsequent offenses will result in a \$250.00 fine as well as possible restrictions to access the upper roads or HOA property.

Effective July 13, 2023, Vehicles may only be operated by persons 18 years of age or older. Children under the age of 18 may NOT operate vehicles, even if accompanied by their parents or someone 18 years of age or older.



Pursuant to Bahamian law, no one under the age of 18 is permitted to operate a golf cart, or any motor vehicle in the Bahamas. Management advises that the child and parent are subject to fine and arrest by Bahamian authorities. Vehicles must have proper Bahamian registration. Dilapidated vehicles are prohibited. Only two (2) vehicles can be stored in driveways of single family homes when the homeowner is not in residence.

Vehicles may not be left or stored in the following areas for a period longer than seventy-two (72) hours after departure from Bimini Bay: parking lots, paved areas or dirt areas in Fisherman's Village (check-in area), any of the Marina parking lots, paved areas or dirt areas, any parking lots, paved areas or dirt areas at or near the swimming pools or on the patio of units and walkways leading to the front door of units.

Wrapping and bundling of vehicles with covers or otherwise is prohibited at all times, except in the Golf Cart Storage facility. All condo owners who want to wrap or cover their vehicles when they are not at Bimini Bay must place their vehicles in the Golf Cart Storage Program.

Any inquiries regarding storage services and arrangements for long-term storage may be made by contacting the HOA office at office@biminihoa.com.

Pets and Other Animals

No pets, reptiles, wildlife or other animals, other than dogs or cats, will be allowed anywhere on the Property (including the units) without the prior written consent of the Board (except those pets licensed to provide aid to and which are accompanied by a disabled person), nor will any animals be kept, bred or maintained for any commercial purposes. The conduct of all pets must not interfere with the rights and privileges of the neighbors of pet owning owners, their guests or any person or owner at Bimini Bay.



If there are any nuisances or disturbances caused by a pet or complaints from other owners, guests or others at Bimini Bay regarding a pet, the Board or Management may require that such pet be removed from the property.

All owners are responsible for the actions of their pets and the pets of their guests and shall be responsible for the costs of any and all damage caused by such pets.

All pets shall be under the control of a person and leashed when on the common areas or other public areas of Bimini Bay. All such persons shall immediately pick up and dispose in a hygienic manner any excrement caused by their pet. Maximum two (2) pets per residence.

Use of Common Property

The Common Property shall be used only for furnishing of the services and facilities for which they are reasonably suited, and which are incident to the use and occupancy of units.

Nuisances and Objectionable Practices

No nuisances shall be allowed on the Property, nor shall any use or practice be allowed which is a source of annoyance to owners or occupants of units or which interferes with the peaceful possession or proper use of the Property by its owners or occupants.

Neither owners, their guests or renters shall (a) use or keep in or about the Property any kerosene, gasoline or flammable or combustible fluid or material; (b) use, keep or permit to be used or kept any foul or noxious gas or substance in or about the Property; (c) permit any unusual or objectionable odors to emanate from their units; (d) permit or allow the Property to be occupied or used in a manner offensive or objectionable to others because of noise, odors, vibrations or otherwise; or (e) interfere in any way with other users of the Property or those having business in the Property.



Neither owners nor their guests, agents, servants, employees, contractors or licensees shall do anything on the Property or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire, or which shall conflict with the regulations of the fire department serving the property, or the fire laws, or with any insurance policy on the Property, or with any applicable law.

No fires, including but not limited to barbeque pits, barbeque grills and outdoor fire stoves, are permitted on any balcony on the 2nd or higher floors of any building or under a covered area.

No solicitation of business is allowed from anywhere within the Property.

Owners, their guests or renters shall not use any sound device (including loud speakers, microphones, transmitters or amplifiers) in any manner causing or otherwise disturbing or disrupting the enjoyment of the Property by other persons. Those disrupting the enjoyment of owners and resort guests will be advised to turn down sound device and a fine may result if the offense is repeated.

In addition to the preceding paragraph, the “Quiet Hours” of Bimini Bay Resort & Marina are from 1:00 p.m. to 10:00 a.m. No sound device shall be used in any case by anyone between the hours of 10:00 p.m. and 10:00 a.m., which can be heard outside their unit.

No Improper Use

No owner, guest of any owner or renter shall use any part of the Property for any improper, immoral, objectionable, offensive, hazardous or illegal purpose and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction there over shall be observed.



Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction, relating to any portion of the property, shall be corrected by, and at the expense of the party obligated to maintain or repair such portion of the Property.

Exterior

No owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, patios, piers, dock boxes or windows of the condominium buildings including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures, and equipment, nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside their unit, unless same receives the prior written consent of the Board or the ADRB, for those matters which require ADRB approval. No appliances of any kind, including refrigerators, freezers or ice machines, may be left on the balcony, patio or exterior of any unit. All window treatments should be consistent with the resort. Owners shall not install any radio or television antenna, satellite dish, or antenna, loudspeaker or other device on the roof or exterior walls of the condominium buildings (including the balconies). Single family homes with satellite dishes must have them surrounded by hedgers and/or concealed by landscaping. Satellite dishes on portable tripods cannot be stored outside when the owner is not in residence.

No owner shall make any modification to the exterior of any unit, including paint color and landscaping, nor construct any exterior structure of any kind, without approval of the ADRB.

Storing anything in plain view outside a unit is prohibited, including but not limited to: storage boxes (except those approved by the Board), water sports equipment, bicycles, flag poles, Jacuzzi, blow up flotation devices, garden tools, hoses, kayaks, etc. Storing items under stairwells or in walkways is prohibited.



Damage

No owner or guest shall deface, mark or otherwise damage any part of the property, or mark, paint, drive nails, screw or drill into exterior facades, window frames, partitions, woodwork or plaster in or on the exterior of the buildings or in any way deface the property or any part thereof. In the event of any damage, the owner shall be liable for the cost of repair.

Entrance Doors

All entrance doors and windows to the units shall be left closed and locked whenever an owner or guest is not in residence. Condominium units must have the resort standard electronic key card lock.

Board Control / Prohibited Practices

All common areas including, but not limited to halls, passageways and service ways, exits, entrances, lobbies, restrooms, stairs, loading and unloading areas, trash areas, roadways, walkways, parkways, driveways and landscaped areas shall be under the sole and absolute control of the Board or Management which shall have the exclusive right to regulate and control such areas.

Neither owners nor their guests shall obstruct any part of the Property.

Fire exits are for emergency use only and they shall not be used for any other Purpose. The Property is private property, and the Board or Management shall in all cases retain the right to control and prevent access thereto by all persons whose presence the Board or Management considers being prejudicial to the character, reputation, or interests of owners, their guests, renters or the Property.



The Board or Management may expel from the Property any person who, in the judgment of the Board or Management, is intoxicated or under the influence of liquor or drugs while on the public areas of the Property, or who shall in any manner continue to act in violation of these rules after receiving a reasonable warning.

Restoration by the Board

If owners, their guests or renters fail to keep and perform any of the requirements of these rules or the Condominium Documents, immediately on written notice from the Board or Management of such failure, the Board or Management may restore any affected part of the Property to its original condition and charge such costs to the owner, the owner's guest or renter, as appropriate.

Notice of Accidents and Defects

Owners shall give Management prompt written notice of any accidents occurring in, or related to the Property, or of defects in the buildings, including the plumbing, water pipes, electric wire or heating apparatus.

Cooling and Heating

No water cooler, water heater, generator, heating or air conditioning unit or system or other cooling or heating apparatus other than that supplied with the unit or approved by the ADRB, shall be installed or used by owners or their guests without the prior written consent of the ADRB.

Safety Procedures and Installations

Owners and their guests shall comply with all safety, fire protection and evacuation procedures and regulations established by Management or any government agency.



Owners shall permit, upon reasonable notice, installation of fire and smoke alarms in each unit, and shall permit access to their units for testing and repair of such fire and smoke alarms.

Garbage Disposal

Cigarette butts, trash or other material must not be thrown from any patio, balcony or window. The Board or Management reserves the right to remove anything that it determines creates an unsightly appearance or hazard.

Neither owners nor their guests shall deposit any trash, refuse, cigarettes or other substances of any kind on the Property except in the refuse containers provided for that purpose.

When a recycling program is in effect, owners and guests shall comply with the property recycling and sorting program or pay extra to have unsorted garbage disposed of.

Signs

Except as otherwise provided, no sign, advertisement, notice or handbill (including without limitation signs advertising a unit for sale or rent) shall be exhibited, distributed, painted or affixed by owners or their guests on any part of the Property (excluding items within units that are not visible from the exterior of such units), without the prior written consent of the board, which consent may be withheld in Board's sole and absolute discretion. In the event of the violation of the foregoing, the Board or Management may remove same without any liability, and may charge the expense incurred in such removal to the owner responsible therefore.



Smoking

Smoking is not allowed in units that are in the Rental Program nor air-conditioned public areas. The Board or Management may prohibit smoking on any part of the Property at any time. The Board or Management may designate, relocate or discontinue smoking areas in the Property, at any time.

Pool Areas

Glass, personal coolers, pets and personal music devices (such as boom boxes) are not permitted in the pool areas.

Public Areas

Nudity is not allowed in public areas of the resort (including beaches).

Barbeque Grills

Barbecuing is not permitted under a covered area. Grills, if left outside, must be in good appearance and appropriately covered. Damage caused by a barbeque grill will be billed to the homeowner.

Wrist Bands / Homeowner ID Cards

All guest of owners and rental guests are required to wear a wristband while at the resort. Wristbands must be visible while in any public space or common area. Owners are required to wear a wristband or carry their HOA Homeowner ID card.



LONG TERM RENTALS/LEASES

Long term rentals are defined as any rental exceeding 30 consecutive days. Effective March 1st, 2024, all long-term rentals must be approved by the Board of Directors. A copy of the rental agreement including details of all the renters must accompany the application. In addition, a signed acknowledgement and acceptance of the "owners" responsibilities herein, the Rules & Regulations must be submitted. The Board reserves the right to deny approval.

Application fee is \$150.00.

New Member or Renter's Signature hereby acknowledges and agrees to abide by the "owners" responsibilities herein, and the Rules and Regulations of the HOA:

Signature ☐ Owner ☐ Renter/Lessee/Tenant

Full Name

Golf Cart Plate/Tag

Unit Number

☐ Golf Cart ☐ Polaris

Date