

*The Rules & Regulations of*  
**Manor House**

PROPERTIES LIMITED



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The rules and regulations of Manor House Properties Limited have been reviewed and revised by the Board of Directors in the interest of all Residents, so that general harmony can be achieved without undue restriction upon individual freedoms.

## 1 Mission Statement

The guiding principles of the Board of Directors are to:

- Enhance the quality of life for all residents of Manor House
- Enhance the value of the investment made by every owner

## 2 Background

Manor House Properties Limited ("MHPL") was incorporated as a company in 1980 with the purpose of owning and managing the property known as Manor House and granting leases in respect of the housing units developed at Manor House. The shareholders of the company are all of the leaseholders of the housing units and the operation of the company is governed primarily by the Byelaws of MHPL.

Under the rules as laid out in the Byelaws, a Board of Directors is elected annually by the shareholders to manage the affairs of MHPL. The principal responsibility of the Board is to discharge all the responsibilities of MHPL as the freeholder of MHPL as laid out in the Head Lease that governs all the leases MHPL has granted in respect of the housing units at Manor House.

Leases are granted in respect of the housing units under the terms of the Head Lease and the Head Lease is the governing document for all actions taken by MHPL in the management of the property at Manor House. All rights and responsibilities of all parties involved in MHPL are ultimately governed by the terms of the Head Lease. This is separate and distinct from the Byelaws which govern the running of MHPL as a company under The Companies Act.

Under the Head Lease the day to day rules of life at MHP are defined in the fifth schedule attached to the Head Lease. This schedule of rules is the only part of the Head Lease which is subject to change without the consent of the shareholders. Rule 16 lays out the rights of the Landlord (MHPL) to amend the rules from time to time. Those rights are executed by the Board of MHPL under the rights granted to them in the Byelaws of the MHPL.

This rules book is being issued as a new and updated replacement to the rules as laid out in Schedule 6 to the Head Lease and therefore Schedule 6, items 1 to 15, are being replaced by the rules as defined in this Rule Book. Should anything within this Rule Book be deemed to be in conflict with anything within the Head Lease, apart from the Fifth Schedule 1 to 15, the Head Lease will be the governing document.

These rules will be further updated from time to time as determined by the Board of MHPL.

### 3 Ownership of all Buildings, Land, and Permanent Structures

The Head Lease provides full title and rights of ownership to MHPL over all land and property at Manor House. No other party has the right, without the permission of MHPL, to alter, cut, injure, or in any way tamper with the property of MHPL. Should any tenant wish to make any alternations to any part of their residential unit, they must first apply for permission to the Board of MHPL. Without such permission they are in breach of the Head Lease of MHPL and MHPL reserves their full rights to remedy such breach.

### 4 Nuisance Clause

No action or use of property that is beyond reasonable annoyance to the other residents is permissible. An owner or occupant of the property must use these areas only in a way that will not cause a disturbance to the enjoyment of the rights of other owners or occupants of MHPL which amounts to a nuisance. Anything that annoys or disturbs someone in the free use, possession or enjoyment of his or her property, or which renders its ordinary use or occupancy physically uncomfortable, may be considered a nuisance to a reasonable person with ordinary sensibilities.

A nuisance in this sense does not need to constitute a legal nuisance. Actions or uses of property which interfere with the rights of other residents are to be deemed a nuisance by the Board.

This clause applies to any nuisance which disturbs the use of both the individual leaseholders and the shared grounds of MHPL including lawns, pool areas, tennis courts, dock, parking areas, roads and all common land and facilities.

### 5 Definitions

#### 5.1 Landlord

5.1.1 The Landlord is Manor House Properties Limited

#### 5.2 Tenant

5.2.1 A Tenant as defined in the Head Lease of MHPL is the Leaseholder of a residential unit.

#### 5.3 Lessor

5.3.1 A Lessor is the term used to describe the tenant when they sublet their residential unit

#### 5.4 Lessee

- 5.4.1 A Lessee is a party that enters into a rental agreement with the Landlord and a Tenant to sublet a residential unit
- 5.5 Resident
  - 5.5.1 A Tenant and his/her immediate family residing in their residential unit at MHPL
  - 5.5.2 A Lessee and his/her family residing at MHPL under an approved Sub-Lease Agreement
  - 5.5.3 Any individual who has the exclusive right to occupy a vacant residential unit even in the absence of actual occupation.
- 5.6 Host Resident
  - 5.6.1 The Resident who allows a non-resident to enter or reside temporarily in his residence as a Guest or Visitor
- 5.7 Guest
  - 5.7.1 A house guest residing in a Residence for one night or more but not permanently.
  - 5.7.2 Guests of Residents include house-sitters and are not considered Residents.
  - 5.7.3 Guests are linked to a Host Resident defined and that person who is the resident of the property in which they are temporarily residing.
  - 5.7.4 Guests are bound by all the rules and regulations in this agreement.
  - 5.7.5 Guests are permitted to use the shared and private facilities on the same basis as the Host Resident.
  - 5.7.6 All costs incurred due to misuse or damage to Manor House property caused by the Guest are the responsibility of the Host Resident.
  - 5.7.7 A person who is the Landlord, Leaseholder or Resident of another residence within MHPL cannot be considered a guest.
  - 5.7.8 All costs incurred as a result of the actions of this individual will be borne by the individual himself and not displaced to the Host Resident.
- 5.8 Visitor
  - 5.8.1 A guest of a Resident who does not reside in the Residence overnight.

## 6 Swimming Pools

- 6.1 All persons entering the pool area do so at their own risk.
- 6.2 There is no lifeguard on duty.
- 6.3 Manor House Properties Ltd. and their Officers do not assume any responsibility for accidents, injuries, loss or damage of personal property in this area.
- 6.4 The gates giving access to the pools must be securely closed at all times for safety reasons.
- 6.5 Children under the age of 12 years must be accompanied by an adult.
- 6.6 No personal effects may be left in the pool area.
- 6.7 MHPL-owned pool furniture should be restored to its original positions.
- 6.8 Persons are not to enter the pool directly after applying sunscreen or lotion as it damages the filters.

## 7 Tennis Courts

- 7.1 Tennis courts are to be kept locked at all time.
- 7.2 Residents are responsible for the control of access keys.
- 7.3 Keys cannot be given to visitors or non-residents.
- 7.4 Tennis courts are to be used for tennis only.
- 7.5 Sport shoes must be worn on the tennis courts to avoid damage to the surface.
- 7.6 Visitors must be accompanied by residents.
- 7.7 Due consideration to other players should be given when blocking out playing time.
- 7.8 Glass containers are not permitted on the courts.

## 8 Waterfront

- 8.1 The doors leading to the Waterfront area must be kept locked at all times.
- 8.2 Residents are responsible for control of access keys.
- 8.3 Keys cannot be given to visitors or non-residents.
- 8.4 Barbeques are not to be used at the Waterfront.
- 8.5 Boats and watercraft (such as canoes, kayaks, surf boards, wind surfing boards & paddle boards) are to be stored in designated areas.
- 8.6 An annual fee paid to the Property Manager shall be submitted within the first quarter of every year for each vessel. A sticker will be issued as a receipt of payment and the sticker must be affixed to each craft.
- 8.7 Only minor maintenance may be carried out on boats and must be done in the boat storage area.

## 9 Parking

- 9.1 No vehicle, goods, supplies or other articles shall be parked, stored, or left in a common area so as to interfere with the access to, or egress from, any part of the property.
- 9.2 All vehicles must be parked in designated parking spaces overnight.
- 9.3 Each Residence has one allocated car parking space for one car per household.
- 9.4 Designated areas are assigned for motorcycle parking.
- 9.5 Residents and their guests must not use allocated spaces of other residences without the permission of that Resident.
- 9.6 All other vehicles (such as bicycles) must be stored within the Residence.
- 9.7 Residents are not to park any commercial vehicles overnight within the development. Commercial vehicles are by law to be parked at their place of business.

## 10 Garbage

- 10.1 Residents must ensure that all garbage is delivered to the Garbage Sheds only.
- 10.2 No dustbins, wheelie bins or other garbage receptacles are allowed to be used and/or stored in common areas or outside individual units.
- 10.3 Normal trash collection occurs on Tuesdays & Fridays, except for public holidays.
- 10.4 Recyclables collection occurs on Wednesdays, except for public holidays.
- 10.5 All regular garbage, including newspapers, should be bagged in secured plastic bags, properly tied and deposited in the garbage sheds.
- 10.6 Boxes should be broken down.
- 10.7 All recyclable garbage (tins, and glass) are to be securely bagged in blue bags.
- 10.8 No flammable explosives, or highly combustible materials, i.e. empty paint cans, oil rags, etc. nor any items not normally picked up by the Bermuda Government refuse services, are to be left in the garbage sheds.
- 10.9 No large objects, furniture, crates, electronics, toys, toilets, etc., which are not part of the collection service are to be left in the garbage sheds.
- 10.10 It is imperative that Residents, Guests, housekeepers and house-sitters are made aware of these requirements.

## 11 Landscaping

- 11.1 Landscaping and the care and upkeep of all common ground are the responsibility of MHPL under the direction of the Board of Directors.
- 11.2 Residents may not alter, interfere with, add to or remove any plant vegetation, shrubs, trees or grass of the gardens, pathways and common areas of the development.

- 11.3 Residents may display plant pots surrounding their unit, however, they must ensure that the uniformity of appearance of the Estate is not altered.
- 11.4 It is at the Board's discretion whether or not these items (11.3) shall be allowed.
- 11.5 Plants on balconies must be placed in containers and care taken that dirty water is not permitted to run down outside walls or onto other patios when balconies are cleaned.
- 11.6 Leaseholders are asked to refrain from instructing the Caretaker to carry out any landscaping work.
- 11.7 Any landscaping requests are to be forwarded to the Property Manager for the Board's consideration; if approval is granted, the Property Manager will advise Residents and instruct on procedures to be followed.
- 11.8 Furniture owned by Residents must not be placed in common areas as this interferes with the general aesthetic of MHPL.
- 11.9 Furniture owned by MHPL and placed in common areas must not be removed.
- 11.10 Residents may not interfere with lighting installations common to the development and are asked to report faults to the Property Manager.

## 12 Water Conservation

- 12.1 Water conservation is essential and Residents must ensure that all Guests, Visitors and Employees are aware of the necessity to preserve water.
- 12.2 Fresh water is supplied from combined water systems on the property.
- 12.3 Well water is used for flushing toilets.
- 12.4 Residents are asked to immediately report faulty water pumps to the Property Manager.
- 12.5 All internal plumbing is the responsibility of the individual leaseholder.
- 12.6 Early detection and repair is required and is at the leaseholder's expense, including faulty flushing, faucets and showers.
- 12.7 All pump and transformer rooms are secured; entry to these areas for storage is forbidden as it makes it difficult for contractors to work effectively and may result in damage to the electrical or plumbing services.

## 13 Building Maintenance

- 13.1 The onus for keeping all internal plumbing functional, including the supply of water and the disposal of waste, is the responsibility of the Residents.



- 13.2 All plumbing contained inside the physical walls of the properties, and the connections from the central system to the individual systems within each property, are the responsibility of MHPL.
- 13.3 Residents shall be responsible for reporting any defect within their unit that they believe to be caused by something outside their unit to the Property Manager, who shall determine the cause and the remedy.
- 13.4 If an adjoining unit is deemed to be the cause of such defect the Resident shall allow reasonable access to their unit to remedy the problem; the full costs of the remedy shall be borne by the Leaseholder whose unit caused the problem.
- 13.5 All external plumbing shall be the responsibility of MHPL; it shall, however, be the responsibility of the Residents to report any defects to the Property Manager who shall determine the remedy for such defects.
- 13.6 Residents are reminded that all interior maintenance problems, i.e. electrical, plumbing, decorative, are the responsibility of the Leaseholder and not MHPL.
- 13.7 The Resident shall be responsible for informing the Property Manager of any work to be carried out well in advance of the start date to be sure that such works are not affecting the integrity of the systems as a whole.
- 13.8 Residents are reminded that the sewage system issues into cesspits by common waste lines; no napkins or other solid waste shall be flushed into the system as it will clog the drains and cause serious problems to all Residents.
- 13.9 Residents are responsible for the maintenance of their patios.
- 13.10 Patios and balconies are not to be used as storage areas.
- 13.11 Functional patio furniture, BBQ's & planters are permitted provided they are well maintained. Items that have a negative visual impact on the property will have to be removed.
- 13.12 Residents are responsible for any internal ant or other insect infestation.
- 13.13 Evidence of external termite infestation must be reported to the Property Manager who shall determine the cause and proper treatment to remedy the problem.
- 13.14 Bee swarms must be reported to the Property Manager so that the issue can be dealt with by a professional bee keeper to preserve and protect the species.

## 14 Development

- 14.1 A leaseholder must apply to the Board of Directors to upgrade the interior of their unit.
- 14.2 Permission for the project is at the sole discretion of the Board.
- 14.3 The following criterion is in place to ensure the value and aesthetic of MHP is not compromised:
  - 14.3.1 The proposed development shall not go beyond the current foot print of the exterior walls of the leaseholder's unit.

- 14.3.2 The project must be within the interior of the individual unit and shall not interfere with the enjoyment of the common ground or the area in the vicinity or the overall appearance of MHPL.
- 14.3.3 The impact of the development cannot affect the external appearance of the building of which it forms a part.
- 14.3.4 The project shall not in any way reduce the amenities of any other leaseholders.
- 14.3.5 No work can take place without written approval by the Board of Directors.
- 14.3.6 All applications must be submitted to the board with a written description and professional architectural drawings that clearly indicate the scope of work to include all electrical, plumbing, A/C, structural change, floors, windows, doors etc.
- 14.3.7 The Board reserves the right to suggest an alternative if it is felt a better solution is appropriate.
- 14.3.8 Copies of approved documents shall be lodged with The Board for their records.
- 14.3.9 The Board reserves the right to use the approved scheme in other like locations if deemed to be appropriate.
- 14.3.10 Once permission is granted, and prior to work being carried out, the Leaseholder is responsible for obtaining and paying for any Government permissions for development.
- 14.3.11 Prior to commencement the Leaseholder shall provide The Board with the name of the contractors and the estimated time to complete the work.
- 14.3.12 The board has the discretion to not allow a contractor based on past experience.
- 14.3.13 During the course of the work the Leaseholder shall abide by "The Contractor & Renovation Rules"

## 15 Windows and External Door Policy

- 15.1 The Policy regarding external doors, windows and shutters is controlled by the Head Lease of the Company and as further defined by clarifying decisions of the Company.
- 15.2 The terms of the Head Lease and the clarifying decisions of the Company, with the guidance of AS&H, are that Manor House Properties Limited (the Company) is responsible for all common area doors, windows and shutters (if they exist).
- 15.3 Leaseholders are responsible for all doors, windows and shutters forming part of a specific unit. Doors and windows are further defined as including the frames they sit within.

- 15.4 The only exception to this policy is where a valid claim is being made under the Company's insurance policies and the claim includes damage to windows, doors and/or shutters belonging to a specific unit. In such a situation the Company will pay the full deductible under the policy and not apportion the deductible between the Company and Leaseholders.
- 15.5 Responsibility is interpreted as including all costs of painting, repair and, if necessary, replacement. However, if replacement is required, the prior approval of the Company is required.
- 15.6 The Company, with the advice of the Managing Agents, will at all times be the sole decider of what is the appropriate standard of appearance, color and maintenance. Nothing is permitted to be done by any Leaseholder to alter the appearance of Manor House without the prior approval of the Company.
- 15.7 The procedures governing the maintenance, repair and/or replacement of windows, shutters and external doors forming part of an individual unit are:
- 15.8 All windows, shutters and external doors are to be maintained in a watertight, clean and fully painted condition, with white being the only approved color.
- 15.9 Frames (where they exist) will be maintained as per item a. above
- 15.10 Where the Company identifies windows, shutters and/or external doors that are in an inappropriate condition, a notice will be sent to the leaseholder of the unit in question advising them and giving them 30 days to commence rectifying the situation.
- 15.11 Should replacement be required or desired, prior approval of the Company, through the Managing Agents, of the replacements to be used will be required. The Company will maintain a list of pre-approved windows, external doors and shutters and details can be obtained from the Managing Agents. Replacement can be with wood, aluminum or PVC but consistency within each unit will be expected. If replacement is carried out, it will be required to replace frames in the same materials as chosen by the Leaseholder for the window or door (as appropriate).
- 15.12 By prior arrangement with the Managing Agent, the services of the Company's employees may be used for repairs and replacement. Costs for such work will be pre-quoted by the Managing Agents to the Leaseholder and must be accepted in writing using normally accepted contracts for such work. Charges will be at what the Managing Agents consider to be appropriate commercial rates with some element of discount applied.
- 15.13 As with all work carried out on and in Manor House Units, prior notification to and approval of the Company is required for all work on external doors, windows and shutters.
- 15.14 Should necessary maintenance/repair work not be carried out by leaseholders within the required time, the Company may, at its discretion, decide to complete all required work and charge all costs back to the leaseholder. The process for such action is covered within the terms of the Head Lease of the Company.

## 16 Air Conditioning Units

First and foremost the activities of all Leaseholders are governed by the terms and conditions of the Head Lease as defined and as otherwise interpreted by the Company. One of the key clauses of the Head Lease is clause 3.5 which prohibits any alteration, in any way, to the property in structure, look and/or appearance (apart from internal fixtures, fittings and furnishing) without the prior approval of the Company.

In order to give guidance to Leaseholders on what is permissible regarding air conditioning and how to seek the approval of the Company, set out below are the rules and procedures as currently applied by the Company.

- 16.1 Permission for the installation of air conditioning units is at the sole discretion of the Company.
- 16.2 Only fixed air conditioning systems are permitted; window units are not approved.
- 16.3 Fixed wall units and split system/central air systems will be assessed based on capacity and anticipated noise levels, the aim being to have the least number of external units and to have the quietest units possible.
- 16.4 All external cables/wiring/conduits must be channeled into the wall at the Leaseholder's expense. The repair and repainting of those areas are also at the Leaseholder's expense.
- 16.5 Any Leaseholder wishing to install (or replace) air conditioning needs to formally apply in writing to the Company and gain written approval prior to commencing any work. A lead time of 2 months should be anticipated.
- 16.6 The application to the Company must consist of
  - 16.6.1 A plan drawing of the location and size of the units to be installed
  - 16.6.2 Detailed specifications on the units to be installed
  - 16.6.3 A description of the method of installation and work to be done to complete installation
  - 16.6.4 Detailed drawings of cable/wiring channels on exterior walls
  - 16.6.5 Consideration of the impact on adjacent/surrounding units and their residents
- 16.7 The preferred site for external units would be on the ground adjacent to a wall that is away from immediate view and also for the units to be hidden by shrubs to be planted at the Leaseholder's expense. The placing of units on balconies/patios should also be considered. Units being sited on walls are not acceptable due to aesthetics and also the fact that the shelves they sit on will rot and/or rust.
- 16.8 Units being sited on roofs is highly undesirable due to the health risks to the water supply.

- 16.9 All costs of installation, tidy up and maintenance are the Leaseholder's responsibility. This includes maintenance of the concrete pad for siting the unit. As with other repairs that are the responsibility of the Leaseholder, MHPL retains the right to affect overdue repairs and recoup all costs as per the procedures in the Head Lease for doing so.
- 16.10 Any installation breaching the rules and procedures will be communicated to the applicable Leaseholder with a reasonable timeline given for rectification. If necessary, the Company retains the right to make good any rectification at the Leaseholder's expense and to recoup all costs and expenses from the Leaseholder. The terms under which MHPL has recourse to recouping costs and expenses are covered by the MHPL Head Lease.

## 17 Contractor & Renovation Rules for Building Modifications

- 17.1 During weekdays Contractors are permitted on site to work from 8 a.m. to 5 p.m.
- 17.2 On Saturdays Contractors are permitted on site to work from 8 a.m. to 2 p.m.
- 17.3 Special permission from the Managing Agent is required for Saturday work.
- 17.4 MHPL does not allow any work on Sundays or Public Holidays.
- 17.5 All additional vehicles related to the renovation must first be parked in the applicable space allocated to that Residence or second in a guest parking space if the Residence's space is not available.
- 17.6 No overnight parking of contractor vehicles is permitted.
- 17.7 Rules regarding the playing of radios/music by workers apply as they do to Residents.
- 17.8 The site must be tidied up at night and materials must be contained within the unit being worked on. If materials are to be stored on common land this must be done by prior agreement with the Managing Agent.
- 17.9 During the project timeline all waste and debris on common ground must be removed to an off-site dump daily. No waste may be disposed of on the grounds of MHPL. This includes the cleaning of tools & equipment where waste may not be disposed of into MHPL drains.
- 17.10 If significant water use is envisaged, this must be prearranged with the Managing Agent.
- 17.11 Any damage to MHPL property or common ground must be rectified at the expense of the Leaseholder undertaking the renovation which caused the damage. Such repairs must be completed within 30 days of Notice being given to the Leaseholder.

## 18 General Prohibitions

- 18.1 No form of trade, business, illegal or improper use is permitted to be carried out in or about the premises.

- 18.2 No Tenant shall permit any liquid to soak through the floors of the apartment. In the event of such happening, he will, without prejudice to the Landlord's rights under the Head Lease, immediately rectify and make good all damage and injury to the premises so affected.

## 19 Prohibited Noise and Interference Not Constituting a Nuisance

- 19.1 No Tenant shall give lessons in music, singing or dancing.
- 19.2 No piano or other musical instrument, gramophone or other mechanical instrument, radio or loud speaking or singing or any noise whatsoever shall be played, used, operated, or permitted at such hours or in such manner as shall reasonably be objected to at any of time by occupiers of any adjoining or adjacent premises or by the Occupiers.
- 19.3 In Residences which have lower units beneath them, all floors (except the bathrooms and kitchen) must be covered with wall-to-wall carpeting or suitable sound deadening material. Permission must be obtained from the Board of Directors of MHPL for any proposed changes to existing floor finishes.
- 19.4 No Tenant shall throw or permit to be thrown anything whether of a liquid or solid nature from any part of the said premises.
- 19.5 No tenant shall make or allow any person or child under his control to make any *undue* noise, in or about the apartment, or any part of the property including common areas or waterfront area or to play on any part of the property other than areas designated for such purposes. Parents are expected to exercise control over the behavior of their children. There is an expectation that children will make a reasonable amount of noise and residents should exhibit a level of understanding and tolerance in this regard.
- 19.6 For further rules on interference refer to the Nuisance clause near the beginning of this document.

## 20 Pets

- 20.1 The keeping of pets on the development is at the discretion of the Board.
- 20.2 Not more than one cat or small dog shall be kept by any single residence without written permission of the Board.
- 20.3 No Tenant shall keep any animal in their premises or on any part of the Manor House Property after reasonable objection is made by the occupier or occupiers of any adjoining or adjacent premises.
- 20.4 Tenants are responsible for cleaning of all common areas which may have been fouled by their animals.

- 20.5 Pets must be controlled in common areas at all times and are not permitted in the Pool areas at any time.
- 20.6 Dogs must be kept on a leash when being walked anywhere on the property and are not allowed to wander freely causing potential disturbance to other Residents.

## 21 Aesthetics

- 21.1 No placard, name, or sign is to be affixed to the external walls or windows of the Residence without permission of the Board of Directors.
- 21.2 No clothes shall be hung up on or from nor carpets rugs mats or clothes be shaken from any windows or balcony and no clothes shall be hung out in any part of the Manor House Property other than such part thereof as may be specifically reserved for such purpose.
- 21.3 No Tenant shall keep any plants on the exterior window sills or place thereon any ornaments or other thing which might impair alter or mar the uniformity or appearance of the Manor House Property.
- 21.4 No tenant shall leave rubbish, store items, vehicles or packages, on any part of the development other than in areas so allocated. Only one car is permitted per residence.
- 21.5 No storage is permitted in pump rooms and meter rooms, these areas must be kept clear at all times.
- 21.6 Air-conditioning units are not permitted in any window. Any upgrade, installation or change to A/C units must have board approval.
- 21.7 Garage-type house sales and open houses held by real estate agents are not permitted under any circumstances.

## 22 Sub Letting and Sale of Property

- 22.1 The sale and sub-letting of Leaseholds, within the provisions of the Head Lease, is subject to the written consent of the Board. Any expenses incurred in the sale of property and the transfer of shares will be at the Leaseholders/purchasers expense. It is of extreme importance that the Rules and Regulations be made available to prospective buyers or tenants and confirmation that they have been read and accepted by the prospective buyers or tenants are to be made to the Property Manager in writing.
- 22.2 Occupancy in any one Leasehold is limited to six persons.
- 22.3 An absent Leaseholder should appoint a representative to be responsible for the unoccupied Leasehold and, should a Leaseholder's absence exceed 30 days, a local representative contact addresses and telephone numbers should be lodged with the Property Manager. Unoccupied Leaseholds should be locked and electrical circuits should be reduced to a minimum.

- 22.4 If Leaseholders wish to sub-lease their property, permission will be granted if the lease is for a minimum of six months and not longer than one year and under no circumstances will a Leasehold be let on a weekly or monthly basis.
- 22.5 Immigration approval is necessary where non-Bermudian Leaseholders wish to sub-lease their Leasehold and this must be obtained prior to consent being sought from the Board of Directors.
- 22.6 House-sitting is only allowed when Leaseholders vacate their Leaseholds on a short-term basis. Names of the sitters should be submitted in advance to the Property Manager and house-sitters should be made aware of the rules and regulations as well as a copy left in the Leasehold for the sitter to use as a reference.
- 22.7 Each Leaseholder shall be liable for any damage to the common property caused by house-sitters, family, guests or visitors and any said damage will be rectified at the Leaseholder's expense.
- 22.8 Applications to sub-let must be submitted in accordance with the following:
- 22.8.1 A letter requesting permission to sub-let should be sent to Manor House Property Limited's Board of Directors via the Property Manager and this letter should state the sub lessees name, occupation and details of any additional family members.
  - 22.8.2 Two character references must be submitted.
  - 22.8.3 The prospective sub lessee must explicitly state that he/she has read the Rules and Regulations of MHPL and will abide by the said rules; this should be witnessed by the sub lessee's signature.
  - 22.8.4 The minimum term of any sub lease shall be 6 months. Applications submitted for terms of less than 6 months will not be considered.
  - 22.8.5 Sub-leases are reviewed and approved on a yearly basis.
  - 22.8.6 In the instance of a non-Bermudian landlord, confirmation must be provided that the necessary statutory approvals to sub-let have been obtained from the Department of Immigration.
  - 22.8.7 Upon perusal of the request the decision made by the Board of Directors will be communicated by the Property Manager.
  - 22.8.8 When the sub-lease has been executed, a copy must be forwarded to the Property Manager.
  - 22.8.9 Applications must be submitted to the Board of Directors when there is an intention to renew a sub-lease and all relevant permissions required by the Department of Immigration as mentioned above must be included.

## 23 Payment of Maintenance Fees

- 23.1 Payment of maintenance fees are to be made quarterly in advance. Payments of maintenance fees should be made by standing order. The Board has extreme powers to recover accounts that are in arrears in excess of 90 days. The calculation of the maintenance fee and penalties for late payment can be adjusted by the Board as deemed necessary.



## 24 Insurance Claim Procedure Policy

- 24.1 The Insurance Policy represents an agreement between Manor House Properties Limited and the Insurer. If the Insurer makes a payment for a Leaseholder, it retains the right to pursue that Leaseholder for reimbursement.
- 24.2 The terms of the Head Lease and other relevant documentation, in particular Leaseholder obligations to maintenance of their Leaseholds will be considered before the Board of MHP Limited examines a claim from a Leaseholder.
- 24.3 In the event of damage to a Leaseholder's property, the matter should be immediately reported to the Property Manager and Caretaker. Should there be reason for a delay in reporting the damage, no claim will be considered, which is submitted more than 21 days after the incident to which it relates. Any claim made outside the 21 day period may be appealed to the Board of MHP Limited, whose decision will be final.
- 24.4 As soon as practical, a site inspection will be conducted by the Property Manager and Caretaker.
- 24.5 No claim will be considered, if repairs have commenced before the damage is viewed by the Property Manager and Caretaker.
- 24.6 In the event that a Leaseholder wishes to make a claim for damage against the Insurance Policy held by MHP Limited, the Leaseholder will immediately submit a claim in writing to the Property Manager, which may be accompanied by documentary evidence such as photographs, estimates and reports from relevant experts.
- 24.7 In such cases the Property Manager will inform the Insurance Company that a claim has been filed with the Property Manager and that the matter will be considered by the Board of MHP Limited, to assert whether a claim to the Insurance Company is justified.
- 24.8 Any payment made by the Insurance Company against the Insurance Policy held by MHP Limited will be paid directly to the MHP Limited. MHP Limited may at its discretion pay the whole or part or none of the payment to the Leaseholder.
- 24.9 Leaseholders should ensure they purchase a contents policy for all furniture, drapes, carpeting, appliances and AC units, etc. Also it is beneficial to have an individual public liability policy covering the inside of your unit. The common areas are covered by public liability.