

## **St. James Court Ltd.**

### **The Fifth Schedule of Lease**

(Restrictions on Tenant/Sub-Tenant as of September 30, 2012)

1. No Tenant/Sub-Tenant shall give lessons in music singing or dancing and no piano or other musical instrument gramophone or other mechanical instrument radio loud speaking 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 be any of the occupiers of any adjoining or adjacent premises or by the Landlord.
2. No Tenant/Sub-Tenant or his/her contractor shall throw, or permit to be thrown, anything whether of a liquid or solid nature on or from any part of the said premises.
3. No Tenant/Sub-tenant shall keep any animals on the demised premises without the prior written approval of the Landlord and if given not more than one cat or one small dog shall be kept and if there are two objections made in writing by separate occupiers of any adjoining or adjacent premises to the said keeping of an animal on the demised premises than said animal will be removed immediately. If consent to keep an animal on the premises is given the Tenant/Sub-Tenant shall be responsible for cleaning of the common areas which may be fouled by their animals INCLUDING the new designated areas where animals are allowed to roam free.
4. No Tenant/Sub-Tenant shall allow any animal kept by the Tenant/Sub-Tenant on the demised premises to roam free on any part of the common areas, except the new 2012 designated and gated areas of buildings 4 and 8. When walking the said animal over any part of the common areas, Tenant or Sub-Tenant shall keep it on a leash, clean its waste to be thrown and flush into his/her/their toilets and shall not allow any animal into the elevators on the Property.
5. No clothes/towels/bed sheets 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 Property other than such part thereof as may be specifically reserved for such purpose.
6. No Tenant/Sub-Tenant shall keep any plants/furniture/equipments on the exterior windowsills and patios or place thereon any ornaments or other thing, which might impair alter or mar the uniformity or appearance of the Property.
7. No Tenant/Sub-Tenant shall install any plantings/equipment on any terrace balcony or roof without the prior written approval of the Landlord. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least 2 inches from the terrace balcony or roof surface and if adjoining a wall at least 3 inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations such as a corner abutting a parapet wall plantings may be contained in masonry or hollow tile walls which shall be at least 3 inches from the parapet and flashing with the floor of drainage tile and suitable weep holes at the sides to draw off water. It is the

responsibility of the Tenant/Sub-Tenant to maintain the containers in good condition and the drainage tiles and weep holes in operating condition.

8. No Tenant/Sub-Tenant and his/her contractor shall in any way encumber or interfere with the access to or egress from or place or leave rubbish upon any part of the Property used in common with other tenants thereof (other than such part thereof as is specifically reserved for such purpose) nor allow any car cycle perambulator care invalid carriage or other vehicle or thing or any goods or package belonging to the Tenant or the Tenant's servants agents or invitees to be placed or remain upon any part of the property used in common with the other tenants (other than such part thereof as is specifically reserved for such purpose) nor park any such vehicles or thing in such a manner as to impede or prevent ready access to any entrance of the Property by another vehicle and the Tenant will ensure that his care whilst parked on the demised premises will only be used for no other purpose other than the parking of cars and that any vehicle parked in the garage shall not exceed in length to the length of the spot for parking in the garage.
9. No Tenant/Sub-Tenant or his/her contractor shall use the said premises or permit the same to be used for any purpose of an illegal nature.
10. Not Tenant/Sub-Tenant shall fix a radio television aerial TV or Satellite Dish to the exterior of the said premises or to any other part of the Property without the permission of the Landlord.
11. No Tenant/Sub-Tenant shall make or allow any person or child under this control (said child to be at all times under the supervision of an adult) to make any undue noise in or about the said premises or any part of the Property or to play on any part of the property except in areas which may be designated by the Landlord for such purposes.
12. Water closets and other water apparatus in the said premises shall not be used for any purposes other than those for which they were constructed nor shall any sweepings rubbish rags, diapers, wipes, toilet bowl scrub pad, swiffers, napkins and paper towels, dental floss, egg shell, nutshell and coffee grounds, fats, oils and greases, hairs, sanitary napkins, tampons, condoms, plastic bags or sheets of any kind or any medical article be thrown into the water closets. The Tenant in whose apartment forbidden items shall have caused any trouble shall pay for the cost of repairing any damage resulting from misuse of any water closets or other apparatus.
13. No Tenant/Sub-Tenant shall permit any water or liquid to soak through the floors of the said premises and in the event of such happening he will without prejudice to the landlord's rights under this Lease immediately rectify and make good all damage and injury to the premises so affected.
14. In the event of any services which pass through other parts of the unit of which the said premises form part requiring attention the Tenant on whose behalf such attention is required may himself or by his workmen have access to such other parts of the said unit as may be strictly necessary for that purpose and he will be

responsible for ensuring that no unnecessary inconvenience is caused and that any damage done is forthwith made good in satisfactory manner and at his expense.

15. No Tenant/Sub-Tenant shall use the Common areas for the purposes of picnics or barbecues.
16. No Tenant/Sub-Tenant or his/her contractor(s) shall store or keep any chattels or loose equipment whatsoever on the Property other than in those areas which may be specifically allocated by the Landlord and designated accordingly.
17. No Tenant/Sub-Tenant shall do any repairs to any vehicle other than minor maintenance, such maintenance only to be carried out in the areas specifically allocated and to carry out the maintenance of cars in the garage forming part of the demised premises only and no other place.
18. Tenant/Sub-Tenant shall keep the garage floor of the garage forming part of the demised premises in clean and tidy condition at all times.
19. Tenant/Sub-Tenant shall observe and comply with swimming pool, elevator and common area rules as established by the Landlord and the rules set up by the Landlord from time to time.
20. No Tenant/Sub-Tenant shall allow at any one time more than six persons over the age of twelve years to utilize a three bedroom unit and four persons over the age of twelve years to utilize a two bedroom unit for sleeping accommodation.
21. Tenant/Sub-Tenant shall ensure that all stereo televisions, radios and all sound amplifiers shall be lowered in volume if operated during the hours of 11:00 pm to 9:00 am whether a party is being held or not. Should a party, defined as a gathering of more than 12 persons in an apartment, be planned, Tenant shall inform other tenants in the building 3 days in advance in order to give them a chance to organize accordingly.
22. Tenant/Sub-Tenant shall use all water on the demised property sparingly and shall not have water running unnecessarily for any length of time and agree to the Rules set-up by the Landlord from time to time covering payment by the Tenant for excess water consumption.
23. Except in recreational or storage areas designated as such by the Landlord, there shall be no playing, lounging or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs, barbecues, hibachis or other portable cooking utensils on any part of the Common Area. Storage by Tenant/Sub-Tenant in areas designated by the Landlord shall be at the Tenant's risk.
24. No Tenant/Sub-Tenant or his/her contractor shall operate any radio and power Tools in the demised premises or the garage forming part of the demised premises except from 8:30 am and 5:30 pm between Monday through Friday or in the case of emergency.

25. Tenant/Sub-Tenant shall remove all patio furniture from the patio forming part of the demised premises should there be a windstorm warning in respect of the area in which the Property is situated.
26. No Tenant/Sub-Tenant shall use the parking space(s) and garage(s) for any other purpose other than to park cars, motorcycles or vans excluding specifically trucks, commercial vehicles, trailers or boats.
27. No Tenant/Sub-Tenant or his/her contractor shall park any motorcycle anywhere other than garages or parking spaces assigned for motorcycles and trucks, commercial vehicles or trailers providing temporary services to Tenants may be parked in the spots designated by the Landlord as guest spots but only between the hours of 9:00 am and 5:00 pm. Tenants and their families, guests use the parking spaces at their own risk. Visitors and Tenant's/Sub-tenant's guests/family members are permitted to park in upper and lower visitors parking designated areas only and for no more than 12 consecutive hours in any 24 hour period.
28. No Tenant/Sub-Tenant shall park bicycles in any place other than the garage forming part of the demised premises or the designated parking spaces.
29. No Tenant/Sub-Tenant or his/her contractor shall keep any items stored in the garage forming part of the demised premises other than a motor car, motor bike or bicycle. All other items shall be stored in the storage room to the back of the garage area and the storage door shall be kept closed at all times.
30. No Tenant/Sub-Tenant shall use anything other than white lined drapes for the windows in the demised premises and to obtain the Landlord's approval for the colour scheme of all interior blinds and shutters for the windows in the demised premises. Exterior shutters are strictly forbidden.
31. Unless expressly authorized by the Landlord in each case, the floors of each apartment must be covered with rugs or carpeting or equally noise reducing material to the extent of at least 80% of the floor area of each room excepting only kitchens, bathrooms, closets and foyer.
32. Tenant/Sub-Tenant shall use available laundry facilities (if any) only upon such days and during such hours as may be designated by the Landlord.
33. Tenant/Sub-Tenant shall comply with all boardwalk lease conditions signed between Landlord and the Government of Bermuda, a copy of which s/he declares having received and read. More specifically, Tenant or his/her sub-tenant shall not dock his/her boat of any size/capacity along the said boardwalk for more than 12 hours every day. Any breach of this condition will result in an immediate suspension of all docking privileges. Furthermore, the Tenant hereby indemnifies Landlord against any and all actions, including legal expenses, taken by the Government of Bermuda in the event that the Boardwalk lease conditions are violated by the Tenant or his/her Sub-tenant.

34. Tenant/Sub-Tenant shall not apply for a mooring to the authorities without prior notification of the Chairman of the Board and the prior approval of at least two directors.
35. Due to fire safety and building insurance policy concerns, barbecuing is not permitted on ceiling covered balconies. However, barbecuing is permitted on ground floor and top floor balconies as long as barbecues are moved from the covered space to the uncovered space within the limits of the terrace when being used.
36. In compliance with the Head lease conditions and restrictions, no Tenant shall undertake any renovations involving structural changes in, and alterations to his/her apartment, or shall install new air conditioning system and equipment requiring the installation of exterior condensers on patios and common areas, without prior permission in writing from the Landlord.
37. Tenant shall be fined \$250 per occurrence if s/he fails to comply, within 30 calendar days from the date it was issued, with a specific written instruction from the Chairman of the Board aiming at correcting a violation of the present restrictions.
38. The Landlord reserves the right to make such other rules and regulations from time to time (either in addition to or by way of substitution for these rules and regulations or any of them) as the Landlord may deem needful for the safety, care and cleanliness of the Property or for securing the comfort or convenience of the Tenants of the Property generally but nothing in this Clause shall without the prior consent of the Tenant impose the burden or obligation to make increased financial payments.

## ST. JAMES COURT – POOL RULES    Rev. OCT 3rd-2012

The following rules and regulations are for the benefit of all residents and their guests using the pool. Compliance with these rules is necessary to assure the safe and happy enjoyment of the pool facilities.

The privilege of using the pool for residents and residents' guests can be revoked or suspended for serious or repeated violations of the following rules:

1. Houseguests are extended the same privileges as residents while staying with residents.
2. No more than two (2) guests per residence will be admitted to the pool at any one time and guests must be accompanied by the resident tenant or sub-tenant at all times while at the pool. There will be no exceptions to this rule.
3. Children will be permitted to have a limit of two guests at the pool weekdays and no guests on weekends.
4. Children under 12 years of age will only be permitted in the pool area when accompanied and supervised by an adult.
5. All children using the pool must be toilet trained.
6. If inflatable toys/seats are used in the pool, they must be removed as soon as vacating the pool deck.
7. The pool may be closed at the discretion of Management.
8. No pets are permitted within the pool area unless walking through to the designated pet area at building 4 and 8.
9. All glass is prohibited from within the pool area. This means no glass bottles, drinking glasses, non breakable plates and containers etc. Only plastic bottles, cups and containers are allowed in the pool area except during social gatherings organized by the Board
10. No barbecuing will be permitted in the pool area.
11. All transistor radios and music devices are banned at the pool unless earphones are used.
12. No running, ball playing, horseplay, gymnastics or other athletic activities will be allowed within the pool area.
13. No person shall discard or otherwise introduce into the pool any item that may contaminate the pool, its deck or walkways.
14. All trash will be placed in the receptacles provided by Management. Cigarettes should not be extinguished on the pool deck. Please use the ashtrays provided.
15. No swimming is allowed between the hours of 10 pm and 6 am daily.

16. All persons using the facilities of this pool do so at their own risk. St. James Court assumes no responsibility, directly or indirectly, for any personal injury or for the loss of or damage to personal property.
17. All Bermuda Government Health Regulations will be considered a part of these rules and regulations. It is a statutory obligation to keep the gates closed at all times. Please do not assume that the gates will lock automatically behind you even though there are self closing hinges on the 4 gates.
18. The pool will be heated on demand for the Christmas and Easter holiday periods, including the week prior to and the week after these holidays.
19. Persons using the chaises and chairs should ensure that a towel is placed under them to avoid the transfer of water or lotion to the cushions and or furniture.
20. All persons using chairs and chaises should ensure that both are put back in the original position they were found before leaving the pool deck. Further, pool users leaving the same at the end of the afternoon should ensure that the umbrellas are closed to avoid winds and storms damaging them.

2-D 2012