

ST JAMES COURT LTD

=====

**RESTRICTIVE HOUSE RULES AND REGULATIONS
GOVERNING TENANT'S FURNISHINGS, DECORATION
AND**

CONSTRUCTION/RENOVATION WORKS and PROJECTS

1. No Tenant, or any of his contractors, subcontractors and workers/employee 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. The Tenant and his agents will ensure that his car 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.
2. Tenant and his agents shall not carry directly any construction and renovation work in the demised premises or the garage forming part of the same except without prior written authorisation from the Chairman of the Board and during the hours of 9:00 am and 5:00 pm every day of the week excluding Saturdays and Sundays and any official bank holidays or periods during which renovation and construction works have been banned.
3. Tenant shall not operate directly or via his/her agents any Power Tools in the demised premises or the garage forming part of the demised premises except during the hours of 9:00 am and 5:00 pm or in the case of acute emergency.
4. Tenant or his/her agents shall not use the parking spaces and garages for any other purpose other than park cars, motorcycles or vans excluding specifically trucks, commercial vehicles, dumpsters, trailers or boats. Contractor and subcontractors shall seek the Property Manager's guidance and permission as to the usage of the common areas for parking and storage.
5. Tenant or his/her agents shall not 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 only between the hours of 9:00 am and 5:00 pm. Tenant and his agent(s) use the parking spaces at their own risk.
6. Tenant or his/her agents shall not keep any items stored in the garage forming part of the demised premises other than a motor car, motor bike or bicycle and shall store all other items in the storage room which door shall be closed at all times.
7. Tenant or his/her agents shall not store any fuel, construction or packaging material, equipment or tools on the property, in the garage forming part of the demised premises including tenants garden(s), porches, balconies and the likes.

8. Tenant shall carry Home Insurance Policy and produce before starting any work a copy of the same **AS WELL AS a copy of a Construction All Risk insurance policy**, both underwritten by a reputable Bermuda insurance company approved by Landlord, to Property Manager/Chairman of the Board.
9. Tenant undertaking any construction/demolition/renovation shall commit in writing at the time s/he submits her project for approval to the Board of Directors to a maximum time period necessary to complete the said project after building application has been issued by the Government Building Department of Bermuda. Should said time period to complete be exceeded, a penalty of \$75/day will be payable by Tenant to Landlord on a weekly basis. Failing to pay will immediately result in the Landlord issuing a suspension order until payment has been received.
10. Landlord and his Agents shall have the right to enter the Tenant's premises under demolition, construction or/and renovation on any calendar day and at any time between 8:00 am and 5:00pm to inspect works being carried out in compliance with the approved Tenant's project, evaluate progress made and outside these hours should violations of house rules or emergency circumstances been reported. Landlord and his Agents shall also be invited by Tenant and his Agents to attend weekly or bi-weekly site meetings to voice any concern and monitor progress.
11. Tenant shall select his design consultant, project manager (if any), contractor and Mechanical/Electrical subcontractors from a list of design consultants, project management firms, contractors and subcontractors pre-approved by Landlord. Said list shall be revised periodically based on timely performance and diligent compliance by the pre-approved participants of the rules and obligations during the renovation works.
12. No construction/demolition/renovation works will be allowed during the months of July and August, during Christmas/New year and Easter holidays. Any project under execution will be suspended between the dates corresponding to said periods which dates will be notified by the Property Manager after their approval by the Chairman of the Board.
13. A fine of \$200 per event will be paid by Tenant for every violation of said rules.
14. Tenant shall give a copy of these rules and regulations to his or her Agents, contractor and subcontractors at design and tender stages and will placard them on the door inside the apartment under renovation for compliance purposes.

June 2015