

SHORELINE SUBDIVISION HOMEOWNERS ASSOCIATION LTD  
TENANT/LESSEE/RENTER APPROVAL FORM

Lot # \_\_\_\_\_ Applicant Name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Email address: \_\_\_\_\_ Tel: \_\_\_\_\_

Lot Owner: \_\_\_\_\_

\_\_\_ Passport Supplied *(see exception below for USA Embassy employees)*

\_\_\_ Photo of Pets

\_\_\_ Names of All Residents *(see exception below for USA Embassy employees)*

\_\_\_ Financial Information Supplied – if requested

\_\_\_ Copy of Lease Agreement Supplied

\_\_\_ Articles, Rules and Regulations Supplied

\_\_\_ Police Certificate Supplied – if requested

\_\_\_ Character Reference Supplied – if requested

I/we have been given a copy of the Shoreline Articles, Rules and Regulations that are available on the Shoreline web site (<http://www.shorelinebahamas.com/shoreline-covenants.pdf>) and key elements are attached to this form. I/we have read them and, if approved for tenancy, agree to abide by them. Should there be any infraction by us, or our guests and we are notified of the infraction, in writing, we will immediately correct.

Lessee/Tenant/Renter \_\_\_\_\_

Lot Owner \_\_\_\_\_

Email: \_\_\_\_\_ Tel: \_\_\_\_\_

Approved by Shoreline Board \_\_\_\_\_ Date \_\_\_\_\_

*Exception for USA Embassy employees: These requirements can be substituted for a letter from the USA Embassy confirming that the tenant is employed by them.*

*This form is available online <http://www.shorelinebahamas.com/Shoreline%20tenant%20application%20form.pdf>*

**The following extracts from the Shoreline Covenants apply to the homeowners and pertain to the rental of those Lots.**

**The Covenants and Rules and Regulations apply to all Tenants at Shoreline. In order to ensure that the Board is able to identify and meet with new tenants before they move onto Shoreline the following Rules will apply.**

The owner must provide the association with a copy of the Tenant's passport, a police certificate, a financial and character reference, a contact email address, the names of those who will be normally in residence and a photo of any pets that will be kept at the property, a minimum of one week before commencement of the lease.

Each owner acknowledges and agrees that any lease of his or her Lot shall contain the following language and if such language is not expressly contained in the lease, then such language shall be deemed incorporated into the lease by existence of this covenant. Any lessee, by occupancy of a Lot agrees to the applicability of this covenant and incorporation of the following language into the lease. "The lessee shall comply with all of the provisions of the New Declaration, Board issued Rules and Regulations, Shoreline Articles and the Shoreline Regulations and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure their compliance. The lessee shall be required to sign an undertaking to this effect and confirm the information is correct."

Any violation of this instrument, Board issued Rules and Regulations, Shoreline Articles or the Shoreline Regulations by the lessee, any occupant of a leased Lot, or any person living with the lessee, is deemed to be at default under the terms of the lease and shall authorize the Owner to terminate the lease without liability and to evict the lessee in accordance with Bahamian law. In the event of a breach that is not corrected to the satisfaction of the Board or in the case of multiple breaches, the Association may require the Owner to terminate the lease.

**Regrettably, not all homeowners have complied with these regulations prior to entering into a rental agreement. With immediate effect we require all homeowners to do so going forward. The regulations provide for the rights of the Association should the regulations not be followed.**

Article 12.1 of the Covenants, see below, defines the use of Shoreline properties.

**12.1 Only Residential Purposes.**

- (a) **No Lot shall be used for anything other than single family residential purposes.** Any garage sale, moving sale, rummage sale, or similar activity is prohibited, except that an owner or occupant residing in a property may conduct business activities within the property so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, smell from outside the property; (ii) the business activity conforms to all zoning requirements for Shoreline; (iii) the business activity does not involve door-to-door solicitation of residents of Shoreline; (iv) the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian

traffic or a number of vehicles being parked in Shoreline which is noticeably greater than that which is typical of Properties in which no business activity is being conducted; (v) the business activity is consistent with the residential character of Shoreline and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety or other residents of Shoreline, as may be determined in the sole discretion of the Board; and (vi) the Owner or occupant does not erect, install, place, or maintain any signs, logos, billboards, or other advertising materials or devices upon the Property to advertise the business activity.

- (b) The Association shall have the power to reasonably limit the total number of occupants permitted in each Lot on the basis of the size and facilities of the Lot and its fair use of the Common Area.
- (c) Owners and occupiers of Shoreline properties shall show restraint in the number of guests they invite to Shoreline so as not to disrupt the enjoyment of the facilities for other residents.
- (d) No Lot shall be sold to more than two (2) families or a legal entity which is owned and / or controlled by more than (2) families.
- (e) The use of any Shoreline Lot for the operation of a time-sharing, fraction sharing, or similar program (as may be determined by the Board in its sole and absolute discretion), whereby, for example, the right to exclusive use of the property rotates among participants in the program on a fixed or floating time schedule over a period of years is strictly prohibited.

Finally, Article 12.19 of the Covenants, see below, covers the Leasing of Lots.

#### **12.19 Covenants as to Leasing of Lots.**

- (a) All leases shall be in writing.
- (b) Unless approval is received from the Association, **no lease or rental shall be for a period of less than Three (3) months as short term rentals as a commercial enterprise are not appropriate for this development**, except that a lease between Owners of a Lot for less than Three(3) months is permitted.
- (c) The Owner must make available to the lessee copies of this Instrument, any rules or regulations pursuant to Board resolutions, and the Shoreline Regulations.
- (d) The Owner must obtain from his or her tenant a copy of the Tenant's passport, a police certificate, a financial and character reference, or any other requirement or exception by the Board.
- (e) Each Owner acknowledges and agrees that any lease of his or her Lot shall be deemed to contain the following language and that if such language is not expressly contained in the lease, then such language shall be incorporated into the lease by existence of this

covenant. Any lessee, by occupancy of a Lot agrees to the applicability of this covenant and incorporation of the following language into the lease:

- (i) The lessee shall comply with all provisions of the New Declaration, Board issued rules and regulations and the Shoreline Regulations and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure their compliance.
- (ii) Any violation of this Instrument, Board issued rules and regulations or the Shoreline Regulations by the lessee, any occupant of a leased Lot, or any person living with the Lessee, is deemed to be a default under the terms of the lease and shall authorize the Owner to terminate the lease without liability and to evict the lessee in accordance with Bahamian law.

In order to maintain the standards of Shoreline we require all homeowners who lease their properties to follow the Covenants and Rules and Regulations. **Any homeowners who lease their properties through an agent or local realtor are requested to apprise them of the relevant Covenants and Rules and Regulations.**

#### **THE SHORELINE COMMUNITY IS BUILT ON A FOUNDATION OF TRUST**

At Shoreline we have our covenants and our rules and regulations to communicate our commitment to a quality lifestyle and in maintaining the most exacting standards of comfort and luxury, a place where dreams come true daily.

We also believe that our commitment is more distinctively communicated by simply observing the very harmonious and aesthetically pleasing environment our architects, landscapers, designers, maintenance staff, and residents have created — a picture that speaks much more clearly to the benefits of cooperation and respect required for living the good life.

We thank you for making thoughtful choices in your day-to-day activities, and for using sound judgement, or erring on the side of caution, if there is any question as to how the actions of you or your family may impact a neighbour's sense of well-being, privacy, or enjoyment of this beautiful and tranquil shared environment.

We salute and trust the intelligence, caring, and good sense that naturally come forth when people inspire one another with random acts of kindness and ongoing self-restraint that are the cornerstones of a successful and pleasurable existence.

There is a sense of timelessness in island living that mirrors the time-honoured and longstanding traditions of order, cleanliness, peace, beauty, quiet, solitude, and respect for property and all living things, so vital to the long-term enhancement of life.

We welcome you to the community of Shoreline and thank you for adding your own sensitivity and serenity to our relaxed and elegantly understated way of life.

## GENERAL RULES AND REGULATIONS IN SHORELINE

**These rules and regulations apply equally to all residents in Shoreline, whether owners, tenants or guests.**

The use of all Common Areas within Shoreline is strictly regulated by the Association, according to the following Regulations established by the Board. These Regulations apply to all Owners, Tenants, Occupiers, Visitors and other Guests of Shoreline.

1. Swimming Pool Use and Pool and Bar Areas
  - 1.1. No resident or guest is to disturb the enjoyment of other owners and residents by running around the pools, the pool areas, the pool bar, the gardens of Shoreline and other Shoreline Common Areas making excessive noise or causing undue disturbance.
  - 1.2. **Bahamian law requires that Individuals under 16 years old must be supervised by a parent or guardian at all times when using the Shoreline swimming pools.** Jumping from the rocks around the pool is strictly prohibited. **For safety reasons, small children under the age of 5 are NOT allowed in the hot tub.**
  - 1.3. Games of all descriptions which cause excessive noise, undue disturbance and damage or risk of damage shall be deemed a nuisance and are restricted to designated areas.
  - 1.4. The use of skateboards, scooters or other offensive items in the pool areas or bar areas is prohibited.
  - 1.5. **Domestic pets are not permitted in the Shoreline pools,** pool bar area or in the pool areas, such as the pool decks and pool patios and are not permitted in the Shoreline inland lakes.
  - 1.6. **Glass bottles and other dangerous items are not permitted in the Shoreline pools, hot tubs or pool bar areas.** Please ensure that all garbage is removed after you use any of these common areas.
  - 1.7. **Residents are kindly asked to apply to the Board with 2 weeks advance notice for permission to hold private functions at or around the Shoreline pools, pool areas, pool bar and other Shoreline common areas.** Such functions may not be held without prior approval, however, approvals will not be unreasonably withheld within the scope of the specific policy issued by the Board. A fee will be charged.

## 2. Tennis Court Use

- 2.1. The Tennis courts are only to be used for tennis or basketball by residents or their guests and are not to be used for roller-skating, skate boarding, rollerblading or similar activities that can damage the surface.
- 2.2. Court users must wear non-marking shoes and avoid damaging the courts through improper attire, equipment or use.
- 2.3. A maximum of 4 persons per court at any one time is permitted. If the courts are full and players are waiting for their turn, those using the courts should exercise good judgment in the length of their game and allow others the opportunity to play.

## 3. Use of Gardens

- 3.1. The gardens are for the use and enjoyment of all owners and residents of Shoreline. Residents and guests must not disturb the enjoyment of other residents with excessive noise, undue disturbance or by causing damage. All of the gardens are maintained in common and private planting is not allowed.

## 4. Speed Limit

- 4.1. **The speed limit for all motor vehicles in Shoreline shall be Seven (7 mph) miles per hour. While driving within Shoreline, please drive very slowly and cautiously being careful to watch for children at play.**
- 4.2. The roads within Shoreline are for the purpose of access and egress to the Shoreline development and for general transportation purposes. **The Board recommends that roads should not be used for recreational purposes. However, if Residents or their guests choose to use them for recreation then this must be with appropriate adult supervision.**

## 5. Collection of Garbage

- 5.1. Garbage is collected every weekday before 10 a.m. **At the weekends and Bahamian public holidays residents are requested to take their garbage to the Shoreline dumpster located outside of the main gates.**
- 5.2. **Garbage is not to be left outside of a residence overnight, as this will attract pests and animals.**

## 6. Boat and Vehicle Storage

- 6.1. **No oversized truck or construction vehicle (not including a recreational pick-up truck or sports utility vehicle which are not considered trucks), trailer, boat trailer, camper or motorcycle, and no boat of any kind, including jet skis, sailboats and watercraft shall be parked, left or stored on Shoreline by any owner, renter, occupier or guest overnight unless parked in a completely enclosed garage or completely out of sight.**
- 6.2. No oversized truck or construction vehicle (not including a recreational pick-up truck or sports utility vehicle that are not considered trucks) shall be permitted to be parked in the Shoreline for a period of more than four (4) hours unless the same is present and necessary in the actual construction or repair of a building on the Shoreline property.
- 6.3. **No vehicle shall be parked on the grass or on the verges thereon of the Shoreline property. Whenever possible vehicles should be parked off the roads on driveways or in garages.**
- 6.4. No vehicle of any type shall be permitted on the Shoreline property unless the same has a current license plate in accordance with the laws of the Commonwealth of the Bahamas.
- 6.5. No junk or abandoned vehicles of any type shall be permitted on the Shoreline property.
- 6.6. Vehicles shall include, without limitation, motorcycles.

## 7. Laundry

- 7.1. **No clothes, towels, sheets, bathing suits, blankets or other articles shall be hung out to dry in the side, front yards, balconies, railings, doors, windows, or decks of any lot.**

## 8. Pets

- 8.1. **Owners and those renting a home may keep as pets: dogs, cats, tropical fish and caged birds; provided that no more than two (2) pets per Lot shall be permitted with the exception of tropical fish, and that no such pets are kept, bred or maintained for any commercial purpose.**
- 8.2. No pet is allowed to live outside a Shoreline home and all pets must live inside a Shoreline home.
- 8.3. No pet can be allowed to stay outside on the decks or veranda of a Shoreline home at night or when an owner is not at home.
- 8.4. All pets shall be restrained and/or kept on a leash under the control of a responsible person at all times when the pet is outside of a dwelling.
- 8.5. At no time shall a pet be allowed to use areas and/or enter upon any Lot other than the Lot on which the pet is kept.
- 8.6. Pets shall only be allowed to use areas designated by the Board for exercise and relief.

**8.7. The pet owner shall be responsible at all time for the cleaning up and removing of all excrement after a pet relieves itself on the Shoreline property and for appropriately disposing of said excrement using sanitary containers on the said owners Lot.**

8.8. The Board shall have a right to order the removal of any pet that is considered a danger or a nuisance in the Board's sole discretion. In such an event, the Board shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Shoreline property.

## 9. Accessories

9.1. Any construction, erection, placement, or modification of anything, permanently or temporarily, on the externally visible portions of the property, whether such portion is improved or unimproved, except with the prior permission of the Association and in strict compliance with the provisions of this Instrument is prohibited. This shall include, without limitation, signs; basketball hoops; swing sets; generators; shutters; sports and play equipment; clotheslines or other clothes drying facilities; water softeners; garbage cans; woodpiles; above-ground swimming pools and similar structures; and hedges, walls, dog runs, animal pens or fences of any kind. No swimming pool or sports equipment shall be visible from any neighbouring property.

## 10. Other Prohibited Common Area Activities

10.1. Any activity in the Common Areas that violates governmental laws or regulations. However, the Board shall have no obligation to take enforcement action in the event of a violation.

10.2. Pursuit of hobbies or other activities in the Common Areas which tend to cause an excessive noise, undue disturbance, damage, and or unclean, unhealthy, or untidy conditions to exist in the Common Areas.

10.3. Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Areas or to the occupants of other properties.

10.4. Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device in the Common Areas so as to be audible to occupants of other Properties is prohibited, except for alarm devices used exclusively for security purposes which have an automatic muting feature restricting the alarm to a maximum period of twenty minutes.

10.5. Use and discharge of firecrackers and other fireworks without the prior consent of the Board and as part of an organized and supervised community activity.

10.6. Accumulation of rubbish, trash, or garbage except between regular garbage pickups and then only in approved containers.

- 10.7. Storage of gasoline, heating, or other fuels in the Common Areas by residents and or guests. The Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment.
- 10.8. Capturing, trapping, or killing of wildlife within Shoreline is prohibited, except in circumstances posing an imminent threat to the safety of persons using Shoreline.
- 10.9. Any activities in the Common Areas which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within Shoreline or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution are prohibited.
- 10.10. Watercraft of Owners may be taken on, across and through the Common Areas for the purpose of accessing the beach from Lots in Shoreline provided that such activity does not cause damage to the Common Areas, any Lot or private property of Owners and provided such activity is not a nuisance for or risk injury to other Lot owners.

## 11. Additional Regulations

- 11.1. The Association may prohibit additional activities not normally associated with Shoreline and restrict activities to residential use. The Association may restrict or prohibit any activities that create monetary costs for the Association or other Owners; that create a danger to the health or safety of occupants of other Lots; that create excessive noise or traffic; that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.
- 11.2. Nothing in these Regulations shall prevent the Association from changing the Common Area rules, from adopting new rules, or from denying use privileges to those who are delinquent in paying assessments, abuse the Common Area or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments.

## SEPTIC TANKS AT SHORELINE

Each house shares a septic tank with its neighbour. **The homeowners themselves are responsible, jointly, for the maintenance and repair, NOT the HOA. Septic tanks are fragile in the way that they work, and you need to be very careful to read the information below and make sure that your guests are informed.**

Dispose of solids appropriately. The septic tanks can easily be blocked leading to expensive repairs. Chemicals can also stop the bacteria in the tanks from breaking down the solids, leading to the tank needing to be pumped out.

**The only things that should be flushed down the toilet are wastewater and toilet paper.**

**Do not put cotton buds, dental floss, flushable wipes, cigarette butts, paper towels, baby wipes, facial tissues such as Kleenex, sanitary tampons, condoms, disposable diapers, bath oils, anything plastic or similar non-biodegradables into a septic tank system.**

**Do not put food scraps, coffee grinds, and other food items down the drain.** Avoid using a garburator to dispose of kitchen wastes. In-sink garbage disposal units can increase sludge accumulation by 40 per cent.

**Dispose of grease with the regular garbage. Don't put cooking grease down the drains. It will solidify and clog pipes.**

**Use household cleaners such as bleach, disinfectants, and drain and toilet bowl cleaners in moderation and only in accordance with product labels.** Overuse of these products can harm your system. One study found that it took nearly two gallons of liquid bleach but only a teaspoon of chemical drain cleaner to kill the beneficial bacteria in a septic tank.

Also be aware that human wastes from people on medication (e.g. antibiotics) can affect the performance of your septic system and may require more frequent pumping of your tank.

**Never put oil, gasoline, paint thinners, solvents, photographic chemicals, weed or insect killers down the drain.** They can poison your septic system and possibly threaten water supplies for your whole neighbourhood. Even latex paint is unhealthy for your septic system.

**Don't use chemical drain cleaners or chemical-based cleaning products.**

**Don't dispose of pharmaceuticals down your drains or toilets.**