

SANDYPORT HOMEOWNERS ASSOCIATION LIMITED

(incorporated under The Companies Act, 1992)

BYE-LAWS

made by the Board of Directors under the Articles of Association

incorporating a Schedule of Fines

ADOPTED BY THE BOARD

Prepared 27 June 2026; revised 20 July 2026; adopted by resolution of the Board on 23 July 2026

Preamble and Authority

WHEREAS the Articles of Association of Sandyport Homeowners Association Limited (the “Association”) empower the Directors to make, amend and remake bye-laws at any time for the proper regulation of the Association and the Common Areas, and provide that such bye-laws for the time being in effect shall be binding on all members, and that in the event of any apparent conflict the terms of the Articles shall prevail;

AND WHEREAS the Articles confer on the Directors the power to fix, levy, collect and enforce payment by any lawful means of all charges or assessments (including by registering a lien), to publish delinquency, to bring proceedings for any assessment, fine, interest or costs, and — subject to proper notice and an opportunity to be heard — to cancel or suspend the membership or amenity rights of any member who commits a breach of the rules of membership;

AND WHEREAS many of the rules, policies and standards by which the community is governed are presently published only as administrative guidance and lack a defined consequence for their breach, and it is expedient to consolidate them and to attach to them a transparent and proportionate scale of fines;

NOW THEREFORE the Directors HEREBY MAKE the following Bye-laws.

PART I — Interpretation

1. Definitions

In these Bye-laws, unless the context otherwise requires:

“**Association**” means Sandyport Homeowners Association Limited;

“**Articles**” means the Articles of Association of the Association for the time being in force;

“**Board**” or “**Directors**” means the Directors of the Association for the time being;

“**Canal drop-off**” means, in relation to a Property having a beach or foreshore between its canal-front boundary and the navigable canal, the line at which the beach shelf falls away into the deeper water of the navigable canal, as shown on a survey of the Property or as fixed by the Association in an approval;

“**Common Areas**” means the lands and facilities vested in the Association and described as such in the Articles and the Founding Agreements, including the roadways, parking areas, paths, waterways, canals, swimming pools, tennis courts, beaches, security installations and services;

“**Founding Agreements**” means the conveyance and licence from the Founder to the first purchaser of a Property and assumed by subsequent purchasers, including the Restrictive Covenants and the Licence Agreement;

“**General Manager**” means the person for the time being appointed by the Board to manage the affairs of the Association, and includes a person authorised to act on the General Manager’s behalf;

“**Member**” or “**Owner**” means a person who owns a Property and is a member of the Association;

“**Occupier**” means any tenant, lawful occupant, guest, invitee or service provider of an Owner;

“**Property**” means each lot, townhouse, house, apartment or condominium unit in the Sandyport Gated Area;

“**Restrictive Covenants**” means the restrictive covenants affecting a Property as contained in the Owner’s conveyance;

“**Sandyport Gated Area**” means the gated residential development known as Sandyport situate in the Western District of New Providence, comprising the Properties and the Common Areas within its secured perimeter, together with its roadways, waterways, canals and amenities;

“Security Services” means the security service operated by or on behalf of the Association;

“the Schedule” means the Schedule of Fines set out in Part XII;

“VAT” means value added tax at the rate prescribed by law for the time being.

“Vessel” means any boat, ship, dinghy, tender, jet ski or other personal watercraft, kayak, canoe, paddleboard, or other watercraft or floating craft of any kind, whether or not motorized;

2. Interpretation

In these Bye-laws:

- (a) words importing the singular include the plural and vice versa, and words importing one gender include the other;
- (b) a reference to an Owner includes that Owner's Occupiers, and an Owner is responsible for the acts and omissions of the Owner's Occupiers as if they were the Owner's own;
- (c) a reference to a fine is a reference to a fine fixed in the Schedule, as the Board may amend it from time to time;
- (d) headings are for convenience only and do not affect interpretation;
- (e) where a Bye-law restates or reflects a Restrictive Covenant, the Licence Agreement or the Articles, the underlying instrument prevails to the extent of any inconsistency, and the Bye-law operates only to provide an administrative consequence within the Association's powers.

3. Application

These Bye-laws bind every Member and every Occupier and apply throughout the Sandyport Gated Area and the Common Areas. Each Member shall ensure that the Member's Occupiers comply with these Bye-laws.

4. Documents incorporated by reference

The following documents published by the Association, as amended from time to time, are incorporated into these Bye-laws by reference, and a failure to comply with any of them is a breach of these Bye-laws:

- (a) the Architectural Guidelines;
- (b) the Construction Guidelines and Design Review Procedure;
- (c) the Home and Property Maintenance Standard;
- (d) the Gardening Standard; and
- (e) any other standard, guideline or schedule (including the Schedule of Fines and any Schedule of Fees and Charges) that these Bye-laws state is incorporated by reference.

Each such document supplies the detail of an obligation created by these Bye-laws. None of them may relax or override a Restrictive Covenant, the Licence Agreement or the Articles; where a document is more permissive than one of those instruments, the instrument prevails. The Association may amend an incorporated document by publication to Members; an amendment that makes an obligation more onerous takes effect, for the purpose of imposing a fine, only after reasonable notice to Members.

PART II — Boating, Canal and Mooring

1. Registration of vessels

No vessel shall enter the canal system to moor in, or to be kept within, the Sandyport Gated Area unless it is registered with Security Services and displays the identification decal issued to it. Registration is available only to a vessel belonging to an Owner or to an Owner's tenant, and is subject to the conditions published by the Association from time to time, including that the permit expires on 31 December annually, that lost permits be reported, and that the permit be returned on the sale of the vessel.

2. Boats to be owned by Owners or tenants only

Every boat moored, docked, kept or stored on the residential side of the Sandyport Gated Area shall be owned by an Owner, or by a tenant in lawful occupation of a Property. No Owner or tenant shall permit, allow or facilitate any person who is not an Owner or a tenant of a Property to moor, dock, keep or store a boat anywhere within the Sandyport Gated Area.

3. Canal speed and conduct

The waterways are a no-wake zone. A vessel in the waterways shall not exceed a speed of five (5) miles per hour and shall not be operated so as to create a wake. No person shall operate a vessel in the canals recklessly or dangerously — which includes operating a vessel on plane, and creating a wake of a size capable of damaging another vessel, a dock or a bulkhead — or so as to cause a nuisance or danger to other persons, property or navigation. No person shall fish, water-ski or operate a jet ski in the waterways. A breach of this Bye-law is an offence of strict liability under Bye-law XI.2 (Strict-liability breaches). Whether conduct constitutes reckless or dangerous operation (attracting the higher fine in the Schedule), rather than a breach of the speed or wake limit, is a matter for the Board in its sole and absolute discretion; and a Member who repeatedly breaches the speed or wake limit may, in the Board's sole and absolute discretion, be fined at the higher level as for reckless or dangerous operation.

4. Single vessel per Property

Not more than one vessel shall be docked or kept at a Property at any one time, save with the prior written consent of the Association, which may be given where space permits.

5. No rafting or side-by-side mooring

No vessel shall be moored, secured or kept side by side with, or rafted up to, another vessel within the Sandyport Gated Area. Each vessel shall be moored singly at its own dock, slip or lift.

6. Proper mooring; no obstruction of the canal

A vessel shall at all times be moored properly and securely at its own dock, slip or lift, and shall be tied and positioned in such a manner as to minimise, so far as is reasonably possible, the extent to which the vessel limits, encroaches upon or obstructs the navigable canal. A vessel shall not be moored or left in any manner that blocks, obstructs, narrows or inhibits the free movement of other vessels around the canal system, whether when stationary or when it moves with wind, tide or current.

This Bye-law applies to every Vessel and to any other floating or moored object — including a kayak, paddleboard, dinghy, floating dock, platform, buoy or mooring — and no such object shall be placed, moored or left in the canal so as to obstruct, narrow or inhibit navigation, or so as to encroach upon the water frontage or mooring space of a neighbouring Property. No floating dock, platform, buoy or like object shall be placed or kept in the canal without the prior written approval of the Association.

7. Minimum mooring lines

Every vessel, save for a vessel kept on a boat lift, shall as a minimum be secured by a bow line, a bow spring line, a stern line and a stern spring line, each properly made fast and adjusted with appropriate slack to allow for the range of the tide. A vessel shall not be secured by fewer lines, nor in any manner that allows it to swing, surge or drift into the channel or against a neighbouring dock or vessel.

8. Maximum encroachment into the canal (dock, lift and beam combined)

The total extent to which a Property's mooring installation projects into the canal — being the combined outboard reach of the dock, any boat lift, and the beam of the moored vessel, taken together — shall not exceed one-quarter ($\frac{1}{4}$) of the width of the canal at that location, measured perpendicular from the canal-front boundary line of the Property to the outermost part of the vessel (including any overhang). For this purpose the width of the canal is the distance, measured horizontally and perpendicular to the line of the canal at the narrowest section of the canal in front of the Property, between the canal-front boundary line of the Property and the canal-front boundary line of the lot directly opposite (or, where there is no lot opposite, the opposite shoreline or bulkhead). This limit applies whether the vessel is moored conventionally at a dock or kept on a boat lift.

Where a beach or foreshore lies between the canal-front boundary line of a Property and the navigable canal, the measurements under this Bye-law are taken from the canal drop-off of that Property and not from the canal-front boundary line; and the width of the canal is measured to the canal drop-off, bulkhead or canal-front boundary line (as the case may be) on the opposite side. The beach shelf landward of the canal drop-off forms no part of the navigable canal for the purposes of these Bye-laws.

Because the dock, the lift and the vessel's beam are measured together, an Owner whose vessel would exceed the limit when added to a full-length dock may comply by reducing the dock's projection into the canal (or removing part of it) and positioning the installation further inboard, so recovering width for the vessel. The dock's own maximum projection fixed by the Restrictive Covenants (currently six (6) feet) remains a separate ceiling that may not be exceeded; an Owner may, however, encroach less.

Worked example. In a canal 48 feet wide, one-quarter is 12 feet, so the dock, lift and beam together may reach no more than 12 feet out from the boundary line. In practice an Owner may therefore either build a dock that projects the full 6 feet (leaving little room for a vessel outboard of it), or build a dock that does not project at all and keep a vessel of up to about a 12-foot beam — or any combination of dock projection and beam that totals 12 feet or less. In a canal 80 feet wide the budget is 20 feet, and so on.

In addition, and regardless of the foregoing, no vessel, lift or dock (including any overhang) shall be positioned so as to reduce the clear navigable channel of the canal at that location to less than twenty (20) feet, or to less than one-half ($\frac{1}{2}$) of the canal width, whichever is the greater.

9. Maximum length of a vessel

The overall length of a vessel moored at a Property shall not exceed the water frontage of that Property less two (2) feet. For this purpose, and in particular where the water boundary of a lot is curved (whether the lot forms part of a convex or a concave section of the canal), the water frontage is the straight-line distance (the chord) between the two points at which the side boundaries of the lot meet the water, and not the distance measured along the curve of the water boundary. Where the application of this Bye-law to a curved or irregular lot is unclear, the maximum length shall be the length fixed by the Association by reference to a berth line shown on a survey of the Property.

A vessel may exceed the length permitted by this Bye-law only where, and to the extent that, it would encroach into the mooring space of an adjoining Property and the Owner of that adjoining Property has consented in writing to the encroachment. Any such consent:

- (a) shall be in writing, signed by the consenting adjoining Owner, and filed with the Association before the vessel is moored;
- (b) extends only to the additional length and the specific encroachment described in it, and does not authorise any breach of Bye-law II.8 (Maximum encroachment into the canal), of the minimum clear navigable channel, or of any other Bye-law;
- (c) may be withdrawn by the consenting Owner, or lapses on a change in ownership of either Property, on reasonable notice given to the Association, after which the vessel shall again comply with the length limit; and
- (d) does not bind the Association, which may still require compliance where the encroachment obstructs or inhibits navigation or causes a nuisance.

10. Designated slips and moorings

A boat slip or mooring shall be used only by a registered vessel and only by the Owner or tenant entitled to it. No mooring post, cleat, dock, pier or like structure shall be installed or altered without the prior written approval of the Association, and any equipment used to secure a vessel is used at the Owner's risk.

11. Docks: construction and encroachment into the canal

No dock, pier, quay, jetty, mooring post, dolphin or like structure shall be constructed, installed, extended or altered except with the prior written approval of the Association and in accordance with the Restrictive Covenants and the Architectural Guidelines. In particular:

- (a) no dock or jetty shall project into the canal beyond, nor be set back from either side boundary by less than, the limit fixed by the Restrictive Covenants (currently six (6) feet in each case), that limit being a maximum and not an entitlement, subject to the navigation rules of these Bye-laws and to Bye-law II.11A (narrow canals and beach lots);
- (b) piers, quays and dock heights shall not exceed the dimensions fixed by the Restrictive Covenants and the Architectural Guidelines (currently a maximum pier/quay width of six (6) feet, and no greater height than the developer's piers on beach-front lots, or twelve (12) inches above the concrete bulkhead on canal-front lots);
- (c) all dock structures shall be of timber construction and structurally independent of the bulkhead, and shall be maintained in good and safe repair in accordance with the Home and Property Maintenance Standard; and
- (d) no dock or dock structure shall be constructed, positioned or maintained so as to obstruct, narrow or inhibit navigation of the canal, or so as to cause a nuisance or danger to other Owners or to navigation.

11A. Navigation the guiding principle; projection a maximum, not an entitlement; narrow canals and beach lots

In considering every application for the construction, installation, extension, alteration or replacement of a dock, boat lift, mooring or like structure, the Association shall have regard, as an underlying principle, to whether the proposed design minimises the extent to which the structure, and any vessel to be moored at it, will limit, encroach upon or inhibit navigation of the canal — having regard in particular to the width of the canal at the proposed location and to the siting of the structure along the Property's water frontage. As between designs and locations reasonably available to the applicant, the design and location that least inhibit navigation are to be preferred; and the Association may withhold its approval, or grant it subject to conditions, where it is not satisfied that the proposed design and location do so.

The projection limit fixed by the Restrictive Covenants (currently six (6) feet) is a maximum and not an entitlement. The canal, its waters and its bed form part of the Common Areas, and a dock, jetty, piling or like structure may project into or over the canal only to the extent approved in writing by the Association. In deciding what projection to approve, the Association shall apply the navigation rules of these Bye-laws (including Bye-laws II.6, II.8 and II.11), and shall approve a projection less than the maximum — or no projection — where the width of the canal at that location so requires; the narrower the canal, the lesser the projection that will be approved.

Where a beach or foreshore lies between the canal-front boundary of a Property and the canal drop-off:

- (e) the dock walkway may, subject to approval, cross the beach so as to link the Property to the canal;
- (f) the dock shall not project into the navigable canal to the full extent of the permitted maximum; the outer pilings and the outer face of the dock shall instead be positioned at, or as close as practicable landward of, the canal drop-off, so that the structure projects into the navigable canal only to the minimum extent necessary for the safe mooring of a vessel; and
- (g) the approval shall fix the permitted dock line by reference to a survey of the Property showing the canal drop-off as at the date of the approval, and the dock shall be constructed and maintained to the line so fixed, which is not affected by any later movement of the drop-off.

This Bye-law applies to the construction, installation, extension, alteration or replacement of a dock or dock structure. Nothing in this Bye-law limits Bye-law II.11 — under which no dock may be constructed, positioned or maintained so as to obstruct, narrow or inhibit navigation — or any other remedy of the Association in respect of an existing dock or structure.

12. Boat lifts

A boat lift may be installed and used in a canal only with the prior written approval of the Association and only where its installation and use will in no way inhibit or endanger navigation of the canal. The following conditions apply:

- (a) the dock, the lift and any boat on it, taken together, shall not at any height or position encroach into the canal beyond the combined limit in Bye-law II.8 (Maximum encroachment into the canal) — that is, beyond one-quarter ($\frac{1}{4}$) of the canal width measured from the canal-front boundary line — and the dock shall not in any event exceed the six (6) foot projection limit fixed by the Restrictive Covenants;
- (b) elevator-style lifts (which lift the vessel vertically within the dock footprint) are preferred and will ordinarily be approved where they meet these conditions;
- (c) four-post (and similar projecting) lifts may be permitted only exceptionally, and only where the Association is satisfied that their installation and use will not in any way encumber or inhibit navigation in that channel;
- (d) a boat lift shall be of sound construction and materials suited to the marine environment, shall be kept in good and safe working order, and shall not be left in a raised position so as to project into the canal when not in use;
- (e) a lift shall be installed within the Owner's own dock area, shall not encroach within six (6) feet of either side boundary, and shall not be used to keep a vessel that exceeds the beam or length limits of these Bye-laws; and
- (f) the Association may refuse, or require the modification or removal of, any lift that does not meet these conditions or that in practice inhibits navigation.

13. Boat launch ramp

The boat launch ramp may be used only by an Owner whose vessel is registered with Security Services and displays the identification decal. The ramp shall not be used by any guest, invitee

or other non-Owner in any circumstances. The lot adjacent to the ramp is private property and shall not be used for the parking of trailers.

14. Boat storage; no trailers

No boat trailer shall be stored or kept anywhere within the Sandyport Gated Area, whether on a Property, a vacant lot or a Common Area. No boat shall be stored on a trailer at any lot. A boat may be stored only in the water, at a dock, or on a boat lift at a dock.

15. Night movements and the canal barrier

An Owner intending to enter or leave by vessel during the hours of darkness shall give Security Services advance notice. No person shall interfere with the canal barrier or security installations. The Association operates the canal barrier (sea gate) in accordance with an entry and exit protocol determined by the Board and published to Members from time to time, and every person entering or leaving the canal system by vessel shall comply with that protocol, including its requirements as to registration, identification and proof of ownership of a Vessel.

16. Securing of vessels against storms

On the issue of a tropical storm or hurricane watch or warning, an Owner shall secure or remove the Owner's vessel so that it does not endanger the bulkheads, other property or persons, and shall not obstruct the navigable channel of the canal in doing so. No person shall remain aboard a vessel in the canal during a hurricane.

17. Commercial and fishing vessels

No commercial vessel and no commercial fishing boat shall be docked or kept at any Property or at any marina within the Sandyport Gated Area.

18. Discharge and pollution of the canal

No person shall discharge, or permit or suffer to be discharged, into the canal or waterways any sewage, sewage effluent, bilge water, oil, fuel, grey water, detergent, paint, chemical, swimming-pool or spa water, garden or household refuse, or other pollutant or deleterious matter. The holding tank of any vessel shall be discharged only at a proper pump-out facility ashore and never into the canal. This Bye-law is in addition to the prohibition on nuisance and interference with navigation in the Restrictive Covenants (covenant 14) and the sewerage-disposal covenant (covenant 22).

19. Derelict, sunken and abandoned vessels

Every vessel kept in the canal or at a Property shall be kept seaworthy, afloat and in sound condition. An Owner shall not permit a vessel to become derelict, to sink, or to leak fuel or oil into the canal, and shall promptly raise, remove and make good any vessel of the Owner or of the Owner's Occupier that sinks or becomes derelict. Where a sunken, derelict or abandoned vessel obstructs the canal, endangers other property or the environment, or is not removed by the Owner after written notice, the Association may remove and store or dispose of it and recover the cost from the Owner, and may exercise its right of restriction of user under the Articles (Article 72). A vessel left without evident use or maintenance for a continuous period of ninety (90) days, and not the subject of an arrangement with the Association, may be treated as abandoned.

PART III — Architectural Standards and External Appearance

1. Prior approval of external works

No structure shall be erected, placed or altered, and no change shall be made to the external appearance of any Property (including structure, materials and colour), otherwise than in accordance with plans approved in writing by the Association in advance, in conformity with the Restrictive Covenants and the Association's Architectural Guidelines for the time being.

2. Colour

External colours shall conform to the Association's pre-approved colour palette; any other colour requires the prior written approval of the Association, and where approval is given the Owner shall bear the cost of priming in the new colour.

3. Screening of equipment

All mechanical equipment, air-conditioning units, generators, fuel and water tanks, pumps, antennae, satellite dishes and refuse receptacles shall be screened from public view in accordance with the Architectural Guidelines, and shall be kept within the buildable area and clear of the setbacks. Mini-split ducting shall be concealed within walls, or within external plastic conduits designed to mimic guttering.

4. Garden structures and fences

Fences and garden structures shall comply with the height, style, materials and setback requirements of the Restrictive Covenants and the Architectural Guidelines. Boundary fences shall be maintained in the approved white picket style and kept in good order; damaged picket fencing shall be removed or replaced, and broken, missing or leaning pickets or sections shall not be left in place. A gazebo or other structure encroaching a setback may be permitted only by special dispensation of the Board on the published criteria.

5. Grade and drainage

No Owner shall alter the established grade of a Property so as to impede the natural drainage of storm water toward the canal, and each Property shall maintain such swale or drainage provision as the Architectural Guidelines require.

6. Beachfront

An Owner of a beachfront Property shall keep and maintain the sandy beach forming part of or fronting the Property, and shall not place any structure above grade within the setback save as permitted by the Architectural Guidelines.

7. Maintenance of appearance

No Owner shall permit a structure to fall into disrepair, or weeds, underbrush or unsightly growth to remain, and shall keep all garden areas landscaped, all fences properly maintained and in good repair, and all walls, roofs and structures properly painted and decorated to the standards of the community, with external finishes kept to the standard required by Bye-law IV.4A (Workmanship and finish); and no Owner shall permit refuse, debris or discarded items to accumulate or lie about the Property or its frontage.

8. Solar panels and renewable-energy equipment

An Owner may install solar panels or other renewable-energy equipment with the prior written approval of the Association, which shall not be unreasonably withheld where the installation is screened and integrated in accordance with the Architectural Guidelines (installed behind ridge lines or parapets and not prominently visible from the street or waterways). The equipment shall be kept secure, in good order and properly maintained.

9. Electric-vehicle charging

An Owner may install electric-vehicle charging equipment on the Owner's Property with the prior written approval of the Association as to its location, appearance and electrical supply. No cable shall cross or be laid over any Common Area, and no charging equipment shall be installed on or draw power across the Common Areas, without the Association's written approval and on such terms (including as to metering and cost) as it requires.

10. Hurricane shutters

Hurricane shutters shall be kept operable and in good order. Roll-down or removable shutters shall not be kept closed or deployed out of hurricane season except for a reasonable period for maintenance or while the Property is unoccupied for a defined absence notified to Security Services.

11. Exterior cameras and recording devices

An Owner may install exterior security cameras or doorbell cameras on the Owner's Property, provided they are directed primarily at the Owner's own Property and entrances, are not positioned to record the interior of a neighbouring dwelling or a neighbour's private garden, and comply with the Architectural Guidelines as to appearance. Any recording shall be used only for the Owner's legitimate security purposes and handled in accordance with applicable law.

12. Private swimming pools and water features

A swimming pool, spa or water feature is a Structure within the Restrictive Covenants (covenant 5) and shall not be constructed, installed or materially altered on a Property without the prior written approval of the Association under its Architectural Guidelines and Construction Guidelines. Every private pool, spa or water feature shall: be maintained in a clean, clear and sanitary condition and so treated that it does not become stagnant or breed mosquitoes or other pests; have its pump and equipment screened and operated so as not to cause a noise nuisance and not run during the quiet hours fixed by Bye-law VII.14 (Quiet hours and noise); and not be drained or backwashed into the canal, onto a neighbouring Property or into the storm-water system, but only into the sanitary sewerage system or as the Association approves.

13. Exterior and security lighting

Exterior and security lighting on a Property shall be installed and directed so as not to cause unreasonable glare or light spill onto a neighbouring dwelling or garden, onto the Common Areas, or onto the canal so as to interfere with navigation, and shall comply with the Architectural Guidelines as to appearance. Flashing, coloured or excessively bright lighting that causes a nuisance is not permitted, save for seasonal decorative lighting displayed for a reasonable period. All exterior and security lighting shall be warm white, with a colour temperature not exceeding three thousand (3,000) Kelvin; bright white, cool white, daylight or fluorescent-appearance lighting is not permitted where visible from the street, the waterways, the Common Areas or a neighbouring Property. A first breach of the warm-white requirement attracts a written warning; any breach thereafter is an offence of strict liability under Bye-law XI.2, and a fine may be imposed without any further cure period.

14. Signs and advertising devices

No sign, billboard, hoarding or other advertising device shall be erected or displayed on a Property except a property-identification or like sign not exceeding two (2) square feet in surface area (Restrictive Covenant 19). Any other sign — including an estate agent's board or a sign offering a Property for sale or to let — requires the prior written approval of the Association, and a sign displayed in breach of this Bye-law shall be removed on demand.

15. Trees

No tree measuring six (6) inches or more in diameter at ground level shall be removed from a Property without the prior written approval of the Association, unless it stands within ten (10) feet of the main dwelling or an accessory building or of the approved site for such buildings (Restrictive Covenant 23). Because the removal of a mature tree is irreversible, the fine for breach attaches immediately, per tree; the Association may in addition require replacement planting as a condition of any related approval.

PART IV — Construction and Building Works

1. Construction approval required

No construction, modification, demolition or other building work that is externally visible shall commence on a Property until the Association has given written approval of the construction documents under its Construction Guidelines and Design Review Procedure, and until all government permits required for the work have been obtained.

1A. Decisions on applications and their effect

On an application for any approval required by these Bye-laws, the Restrictive Covenants or the incorporated documents — including an application relating to a dock, boat lift or other canal structure, to external works, or to construction — the Association may respond by granting approval (with or without conditions), by issuing a statement of no objection, by requesting further information, or by refusing approval. The effect of each response is as follows:

- (a) Approval. Only a written approval authorises the work applied for; a verbal response is unofficial and not binding on the Association. Any conditions attached form part of the approval, and the work shall be carried out strictly in accordance with the approved plans and conditions (Restrictive Covenant 8), failing which the work is unapproved.
- (b) No objection. A written statement of no objection records only that the Association does not, on the material before it, presently object to the matter stated in it. It is not an approval; it does not certify or warrant that any work or thing complies with the Restrictive Covenants, the Licence Agreement, the Articles, these Bye-laws or any law; it waives nothing and creates no estoppel; and it does not authorise any work for which written approval is required.
- (c) Refusal. Where approval is refused the work shall not be carried out. A refusal does not prevent a fresh application, and does not limit any other right or remedy of the Association.
- (d) No waiver. No approval, statement of no objection or other response of the Association varies, waives or releases any Restrictive Covenant, any provision of the Licence Agreement or of the Articles, or the rights of any other Owner. An approval is an administrative act of the Association only; and the failure of the Association to enforce any covenant or Bye-law is not a waiver of its right to enforce the same or any other (Restrictive Covenant 35).
- (e) Complete applications. Under Restrictive Covenant 5 an application comprises the detailed plans and specifications, construction details, plot plan, drainage plan and construction schedule (together “the Plans”), and under the Construction Guidelines it includes the required fees and supporting documents. The Association may acknowledge any submission administratively, but the issue of an acknowledgment of receipt is not an acknowledgment or confirmation that the application is complete and proper, and is not “a receipt in writing for such Plans” for the purposes of Restrictive Covenant 9. The forty-five (45) day period under Restrictive Covenant 9 begins to run only when both (i) a full and proper application, complete in every respect, has been submitted, and (ii) the owner has received a receipt in writing expressly issued and identified as the receipt for the Plans for the purposes of Restrictive Covenant 9. Where further information is requested, the application is not complete, and no such receipt shall issue, until that information is provided.
- (f) Lapse. An approval lapses if the work it authorises has not commenced within twelve (12) months of its date (or such other period as the approval states), and an approval does not run with the Property except as recorded in a certificate issued under Bye-law XI.10.

2. Construction hours

Construction activity and the use of mechanical equipment on a Property are permitted only between 7:30 a.m. and 5:00 p.m. on Monday to Friday (and, for excavation work, only until 3:00 p.m.), and are not permitted on Saturdays, Sundays or public holidays. Construction activity that constitutes a nuisance may be stopped by Security Services and the workers required to leave.

This Bye-law applies to Owners and Occupiers as it applies to contractors. Minor domestic repairs and hobby work are permitted at reasonable hours; but power tools and mechanical equipment shall not be used on Saturdays, Sundays or public holidays except between 9:00 a.m. and 6:00 p.m., shall never be used during the quiet hours fixed by Bye-law VII.14 (Quiet hours and noise), and shall not at any time be used so as to cause a nuisance.

3. Indemnity for heavy equipment

No heavy equipment shall be brought onto a Property until the Owner has given the Association a written indemnity, in the form required by the Association, against loss or damage caused by such equipment. The indemnity may be included in the standard terms of a construction approval, in which case the Owner's acceptance of the approval constitutes the indemnity in respect of all heavy equipment brought onto the Property for the duration of the approved works, and no separate indemnity is required for each item of equipment or each entry. Security Services shall refuse access to heavy equipment where no such indemnity is held.

4. Site management

An Owner and the Owner's contractor shall keep a construction site in a safe, clean and orderly condition; shall confine all work, materials, storage, parking and waste within the boundaries of the Property; shall provide a covered refuse container and remove all garbage daily; shall control dust, runoff and erosion; shall prevent unauthorised access to the site; shall secure loose materials ahead of a storm; and shall make good any damage to Common Areas, services or neighbouring property.

4A. Workmanship and finish

All works shall be executed in a good and workmanlike manner and to a standard of external finish consistent with the approved Plans, any samples or mock-up panels approved by the Association, the Architectural Guidelines and the appearance standards of the community. External work that does not meet this standard is unapproved work; the Association may require its remediation, and Bye-law IV.6 (Stop-work) applies while it remains unremedied.

5. Workers and access

A contractor shall provide the Association with a list of all workers and sub-contractors, who shall carry identification and produce it on entry if required, and shall obtain the passes required by Part VII. No worker shall be housed on a construction site, and no food service shall operate on site without the General Manager's approval.

6. Stop-work

Where any requirement of this Part or of the Construction Guidelines is not observed, the General Manager may order work to stop until compliance is achieved, may make the site safe and remove materials and equipment, and may recover the cost of doing so from the Owner.

7. Completion

No building or structure shall remain unfinished for more than one (1) year after commencement; and a construction left dormant for more than twelve (12) months may be required to be the subject of a fresh application before work resumes. A dormant or unfinished site shall be secured and maintained in a tidy condition.

PART V — Use of Common Property and Amenities

1. General use

The Common Areas and amenities are for the use and enjoyment of Members and their Occupiers, subject to these Bye-laws and to any rules made by the Association. They are used at the user's own risk. No person shall use any amenity for trade, business or commercial gain, and no coach or instructor shall provide services to, or solicit, any person other than the Member or Occupier whose guest the coach or instructor is.

2. Swimming pools

A person shall not use a swimming pool while suffering from a communicable disease, while under the influence of alcohol or drugs, when under sixteen (16) years of age unless accompanied by a person over that age, or alone unless a lifeguard is on duty. No glass, food or drink, no pets, no diapers without rubber pants, and no flotation devices other than back bubbles and water wings are permitted in the pool area; and no diving, running or undue disturbance is permitted. Appropriate swimwear shall be worn.

3. Tennis and pickleball courts

The courts shall be used only for tennis or pickleball, and not for any other activity (such as roller-blading, skating, ball games or skateboarding). Access shall be obtained through Security Services, and reservations shall be made as the Association directs.

4. Private functions

A venue may be reserved for a private function only by a Member or Occupier, for the direct and primary benefit of that person, on payment of the deposit fixed by the Association and subject to the conditions published by the Association (including limits on numbers, noise, hours, amplified music and the pre-registration of visitors). Breach of those conditions may result in forfeiture of the deposit and a fine, and may disqualify the Member from future bookings.

5. Carports on Common Property

A carport on Common Property may be used only by a Member who has paid the annual usage fee fixed by the Association and to whom the space has been allocated. A vehicle parked in such a space without authority is subject to removal and storage at the Owner's expense.

6. No commercial or residential use of Common Areas

No part of the Common Areas (including the common-area waters) shall be used otherwise than as amenity ground, nor for any trade, occupation, business or commerce.

PART VI — Pets and Animals

1. Permitted animals

No swine, cattle, horse, poultry or objectionable animal shall be kept on any Property. A single dog and a single cat may be kept, provided the animal does not constitute a nuisance, is kept as an indoor animal in accordance with Bye-law VI.2 (Dogs to be kept indoors), and is not bred regularly.

2. Dogs to be kept indoors

Every dog shall be kept as an indoor animal and shall be housed within the Owner's dwelling. A dog shall not be left, tied, kennelled or housed outdoors, and shall be taken outside the dwelling only when under the control of a responsible person and, on the Common Areas, on a leash.

3. Noise and nuisance from animals

No dog or other animal shall be permitted to bark, howl or make noise persistently or repeatedly, or otherwise to cause a nuisance, disturbance or annoyance to any other Owner or Occupier, whether by noise, odour, aggression or otherwise.

4. Control of animals

An animal (including a cat) shall be kept within the boundaries of the Owner's Property and shall not be permitted to roam; on the Common Areas it shall be kept on a leash. An Owner shall promptly remove and properly dispose of any waste deposited by the Owner's animal, and is encouraged to fit the animal with a tag bearing a name and emergency contact.

5. Animals excluded from amenities

No animal shall be taken into or kept in any park, playground, swimming-pool area, tennis or pickleball court, or other recreational amenity within the Sandyport Gated Area, save in any area specifically designated by the Association for animals (such as the dog recreation area).

6. Dangerous and nuisance animals

The Association may require the removal from the Sandyport Gated Area of any animal that it reasonably considers dangerous, or that is a persistent nuisance or in persistent breach of this Part, and may seek the assistance of the police. Where a written warning has been given in respect of a dangerous or nuisance animal, the Association may require the Owner to demonstrate, within a reasonable period, the measures taken to prevent a recurrence (including professional training, containment or muzzling), and a failure to do so is a ground for requiring the removal of the animal.

7. Feeding of wildlife and feral animals

No person shall feed, or leave food accessible to, feral cats or dogs, iguanas, rodents, racoons, gulls or other wild or stray animals within the Sandyport Gated Area, whether on a Property or a Common Area, in a manner that attracts or sustains them or that creates a nuisance or a pest or vermin problem. This Bye-law does not prevent the ordinary feeding of a permitted household pet, or the maintenance of a bird bath or bird feeder that does not cause a nuisance.

PART VII — Vehicles, Access and Security

1. Driving and parking

A vehicle within the Sandyport Gated Area shall be highway-legal and shall not be driven at a speed exceeding fifteen (15) miles per hour. No person shall drive a vehicle on the roads recklessly or dangerously, or in a manner capable of endangering any person or property — including overtaking a moving vehicle, using a hand-held phone or other hand-held device while driving, driving under the influence of alcohol or drugs, or failing to yield to a pedestrian — and every driver shall obey the reasonable directions of Security Services. Vehicles shall be parked only in designated areas. No vehicle shall be parked on Sandyport Drive, nor on private property so as to encroach on Sandyport Drive, nor on another Owner's Property without consent. A vehicle parked in breach may be removed after warning.

2. Abandoned vehicles

A vehicle on Common Property that is unlicensed, not operational or derelict may be treated as abandoned and removed not less than seven (7) days after a warning notice is affixed to it.

3. Storage on Common Areas

No Owner shall store any vehicle, vessel, trailer, materials or goods on a Common Area otherwise than in a space designated for the purpose. The Association may remove anything stored in breach, store it for up to three (3) months at the Owner's expense, and thereafter sell it and credit the net proceeds to the Owner's account.

4. Registration of vehicles

Every vehicle ordinarily kept at or used to access a Property shall be registered with the Association. The Association may issue to a registered vehicle a decal, transponder, credential or other access device (including by electronic or mobile means) for use at the entrances and for such other purposes as the Association determines. An access device shall be used only for the vehicle to which it is issued; it remains the property of the Association; and a lost, damaged or transferred device shall be reported to Security Services for deactivation. The Association may decline or withdraw access to any vehicle that is not registered.

5. Workers' passes and entry

A worker shall not enter the Sandyport Gated Area except through the service entrance and on a valid pass obtained on the authority of the Owner or the Owner's contractor, and shall produce proof of identity and of the right to work if required. Construction workers and persons using mechanical equipment shall be present only during permitted construction hours; other domestic workers may be present outside those hours with the Owner's consent provided they do not carry out construction work, remove debris, paint externally or cause a nuisance. A worker acting in breach may be required to leave.

6. Visitors

An Owner shall give Security Services reasonable notice of an expected visitor. Security Services may verify a visitor and may decline access to a person who cannot be verified.

7. Security installations and the perimeter

No person shall breach, damage or interfere with the security fence, gates, barriers or other security installations, and an Owner whose Property adjoins the security fence shall report promptly anything that may compromise it.

8. Reporting and emergencies

A fire, crime or other emergency shall be reported to Security Services without delay. No person shall make a false report to Security Services.

9. School access and drop-off

At the school access gate a person shall observe the published gate hours and drop-off arrangements, shall remain with the person's vehicle, and shall not park on the road or verge; a vehicle left unattended in breach may be immobilised.

10. Golf carts

A golf cart shall be operated on the roads and Common Areas of the Sandyport Gated Area only by a person who holds a valid driving licence (or a provisional licence held by a person duly accompanied by the holder of a valid licence seated beside the driver). The presence of an adult in or on the golf cart does not authorise an unlicensed person to drive it. A golf cart shall at all times be operated carefully, at a safe speed not exceeding the applicable speed limit, and so as not to endanger any person or property. The number of occupants shall not exceed the number for which the cart is designed.

11. Mini-motorbikes, bicycles and other vehicles

Mini-motorbikes, motorized scooters, electric bicycles, all-terrain vehicles and other motorized vehicles shall be operated within the Sandyport Gated Area carefully, at a safe speed, and so as not to endanger or to cause a nuisance to any person. A person under the age of eighteen (18) years shall not operate any such vehicle on the roads or Common Areas except under the direct supervision of an adult who is present and able to control the use of the vehicle. No person shall operate a motorized vehicle, golf cart, mini-motorbike, scooter or bicycle anywhere within the Sandyport Gated Area in a reckless or dangerous manner — including performing wheelies or other stunts, racing, or weaving through pedestrians or vehicles.

12. Reckless or unsupervised operation; enforcement

Where a golf cart or other motorized vehicle is operated in breach of Bye-laws VII.10 (Golf carts) or VII.11 (Mini-motorbikes, bicycles and other vehicles) — including reckless, dangerous or unsupervised operation — Security Services may stop the vehicle, require the operation to cease and escort the vehicle off the roads; the fine in the Schedule attaches to each occurrence without prior warning. The responsible Owner is liable under Part X for a breach committed by the Owner's child or other Occupier.

13. Unlawful conduct

No unlawful activity, and no use of illegal drugs, shall take place on the Common Areas. Security personnel are required to report unlawful activity to the police.

13A. Personal conduct

No person shall assault, threaten, harass, intimidate or verbally or physically abuse any resident, Occupier or guest, or any staff member, security officer, contractor or agent of the Association, anywhere within the Sandyport Gated Area. Violent or threatening conduct shall be reported to the police, without prejudice to the imposition of a fine and to any other remedy of the Association.

14. Quiet hours and noise

No person shall make or permit noise that disturbs the reasonable comfort of other residents. In particular, between the hours of 10:00 p.m. and 7:00 a.m. no person shall play music or operate amplified equipment, power tools or machinery, or hold a gathering, at a volume audible inside a neighbouring dwelling. This Bye-law is in addition to the construction-hours and private-function limits elsewhere in these Bye-laws.

15. Generators

A generator shall be installed and screened in accordance with the Architectural Guidelines, kept in good order, and operated so as not to cause a noise or fumes nuisance to neighbouring

Properties. Except during an interruption of the mains electricity supply, a generator shall not be run during the quiet hours, and routine testing shall be carried out only at reasonable times.

16. Drones and unmanned aircraft

No person shall operate a drone or other unmanned aircraft over the Sandyport Gated Area or its waterways except for a purpose authorised by the Association (such as security, survey or maintenance), and in no case so as to endanger any person, to record into a neighbouring dwelling or private garden, or to cause a nuisance.

17. Commercial and work vehicles; trailers and equipment

No commercial or work vehicle exceeding one (1) ton, and no bus, tractor, boat, trailer, recreational vehicle, shipping container or item of heavy equipment, shall be parked, kept or stored on a Property, a vacant lot, a driveway or a Common Area, otherwise than (a) temporarily while actively loading, delivering or carrying out permitted works, or (b) where screened so as not to be ordinarily visible from the street or the waterways, in accordance with the Restrictive Covenants (covenant 25). This Bye-law is without prejudice to the prohibitions on boat-trailer and dry boat storage (Bye-law II.14) and on storage on the Common Areas (Bye-law VII.3).

PART VIII — Maintenance, Gardening and Waste

1. Upkeep of Property and the Maintenance Standard

An Owner shall keep the Owner's Property, and any vacant lot, in good repair and in a clean, neat, tidy and landscaped condition, and shall maintain the dwelling and all structures, walls, roofs, fences, driveways and external surfaces in accordance with the Home and Property Maintenance Standard published by the Association, as amended from time to time, which is incorporated into these Bye-laws by reference. That Standard sets the minimum threshold of condition and upkeep, and the Association may enforce non-compliance with it under these Bye-laws. An Owner shall not store boats, trailers or building materials on a vacant lot. On an Owner's failure to comply after written notice, the Association may, where the Restrictive Covenants so permit, enter and carry out the necessary work at the Owner's expense, and such entry shall not be a trespass.

2. Garbage and refuse

Refuse shall be presented for collection in accordance with the published schedule and standards; a private bin shall be put out not before the morning of collection and removed by midday, and shall not be left out overnight; refuse shall be kept in a designated receptacle and not stored where it is ordinarily visible from the street or waterways. No burning or incineration of refuse, garden cuttings or rubbish is permitted on any Property. Construction and bulk materials are not collected by the Association.

3. Gardening service and the Gardening Standard

Where the Association provides a gardening service to a Property, that service is provided in accordance with the Gardening Standard published by the Association, as amended from time to time, which is incorporated into these Bye-laws by reference and which sets the minimum standard for the maintenance of gardens and landscaping. The Owner shall give access free of animals and animal waste; an Owner may opt out of the service, but the maintenance assessment is not reduced on that account, and the Owner remains bound to maintain the garden and landscaping to the minimum required by the Gardening Standard. Vegetation and matters that are the Owner's responsibility under that Standard shall be maintained by the Owner, and the Association may enforce non-compliance under these Bye-laws.

4. Laundry and unsightly articles

No garments, rugs, bedding or washing shall be hung where visible from the road or waterways, and no trailer, boat, recreational vehicle, tent, tree house or like article shall be kept on a Property unless screened so as not to be ordinarily visible from the street or waterways.

5. Pest control

An Owner shall take reasonable measures to prevent the harbouring of rats and mosquitoes, and shall co-operate with mosquito-fogging and pest-management programmes conducted by the Association.

6. Sewerage and drainage connections

Each Property shall be connected to, and its foul drainage discharged only into, the Sandyport central sewerage system. No earth closet, septic tank, cesspit or open pit shall be constructed or maintained on a Property after the installation of the central sewerage system, and no domestic waste shall be discharged otherwise than into that system, in accordance with the Restrictive Covenants (covenant 22). No Owner shall cross-connect foul drainage to the storm-water or canal drainage, discharge storm water into the foul system, or interfere with the sewerage or utility easements (covenant 11). An Owner shall keep the sewerage stand-pipe connection, and the drainage and plumbing on the Owner's side of that connection, in good order and free of leaks, and shall promptly repair any defect, blockage or overflow.

7. Bulk and hazardous waste

Construction debris, bulk items, garden waste, and hazardous materials (including paint, solvents, fuel, oil, batteries and chemicals) are not collected by the Association and shall not be placed out for ordinary refuse collection, deposited on a Common Area, a vacant lot or the canal, or discharged into any drain or soakaway. An Owner shall dispose of such materials lawfully and at the Owner's expense. No refuse or waste of any kind shall be burned on a Property (Restrictive Covenant 24).

PART IX — Owners, Tenants and Insurance

1. Owner's insurance

Every Owner shall keep the dwelling and structures on the Owner's Property insured to their full replacement value against loss or damage by fire, hurricane, storm and such other risks as are usual for a property of that kind in The Bahamas, and shall maintain public-liability insurance in respect of the Property. An Owner shall produce evidence of such insurance to the Association on reasonable request, and shall do nothing, and permit nothing to be done, that increases the rate of insurance on any neighbouring Property or on the Common Areas or that renders any such insurance void or voidable.

2. Leasing of a Property

An Owner may lease the Owner's Property only for residential use and only on terms that bind the tenant to observe these Bye-laws, the Restrictive Covenants and the rules of the Association. Before a tenancy begins the Owner shall:

- (a) register the tenancy with the Association, giving the names of the tenants and other occupants, the term of the tenancy, and emergency contact details;
- (b) provide the tenant with a copy of, or access to, these Bye-laws and the published rules; and
- (c) ensure that the tenancy agreement requires the tenant to comply with them.

The Owner remains liable to the Association for the Property and for the conduct of the tenant and other occupants, including for any fine, and remains liable for all charges on the account. The Association may decline access credentials to an unregistered tenant or occupant.

3. Short-term and vacation letting

No Property shall be let, or advertised or offered for letting, for a period of less than three (3) months, nor used as a guest house, boarding house, hotel or other transient-accommodation business. The use of a Property for short-term or vacation letting is not a residential use and is prohibited. Guests of an Owner who are not paying for their accommodation are not affected by this Bye-law.

3A. Business use of a Property: interpretation and enforcement

Restrictive Covenant 2 prohibits any trade, manufacture, business, profession or commercial undertaking on a lot, and nothing in these Bye-laws relaxes that covenant. For the purposes of enforcement, the Association will treat an activity as a prohibited business use of a Property where any of the following is present:

- (d) non-resident employees, staff or contractors attending the Property to work in the business;
- (e) clients, customers or patients visiting the Property for the business;
- (f) commercial vehicle traffic, or parking on the roads or Common Areas, attributable to the activity;
- (g) signage or advertising identifying the Property with a business;
- (h) commercial deliveries to or collections from the Property beyond those ordinary for a private household;
- (i) external storage of stock, goods, plant or equipment; or
- (j) the letting or advertising of the Property as transient accommodation (Bye-law IX.3).

Work carried on remotely by a resident from within the resident's dwelling, having none of the indicia above and no external footprint, is treated by the Association as residential use. This Bye-law states the Association's enforcement criteria only; it does not authorise any use prohibited by the Restrictive Covenants, and it does not affect the right of any Owner to enforce the covenants.

4. Owner's indemnity

Each Owner shall indemnify and keep indemnified the Association against any loss, damage, cost or liability the Association suffers as a result of any act or omission of the Owner or the Owner's Occupiers, including damage to the Common Areas, services or other property, and including the Association's costs (and attorney's fees) of remedying the matter or of enforcing these Bye-laws against the Owner.

PART X — Financial Obligations, Fees and Water

1. Payment of assessments

Every Member shall pay the maintenance assessment, the indenture charge and every other sum lawfully levied by the Association, by the due date and without deduction, in accordance with the Articles, the Licence Agreement and the Founding Agreements.

2. Late payment and denial of privileges

A sum not paid by its due date shall bear a late charge and interest, together with the costs of collection. Arrears of the Indenture Charge bear interest at the rate fixed by the conveyance under which that charge is payable (currently twelve per cent (12%) per annum); that rate is fixed by the conveyances and is not varied by these Bye-laws. Every other sum — including the Maintenance Charge (Licence Charge), water charges, fees, charges and fines — bears a late charge and interest at the rate specified for the time being in the Schedule of Fees and Charges, which is incorporated into these Bye-laws by reference and is, for the purposes of Article 71 of the Articles, the rate specified in these Bye-laws. While any sum is in arrear, the Association may, in accordance with the Articles and the due-process requirements of Part XI, deny the Member and the Member's Occupiers any or all of the following privileges and services, on not less than the notice (and the offer of a hearing) required by the Articles for a suspension of amenity rights:

- (k) the use of the Common Areas, amenities and recreational facilities;
- (l) guest and visitor access through the entrances;
- (m) access to and use of the canals and waterways by Vessel, including passage of the canal barrier (sea gate);
- (n) garbage and refuse collection;
- (o) the gardening and landscaping service; and
- (p) any other service, facility or privilege provided by the Association, other than the supply of water (which is dealt with separately below).

Such denial may continue until all arrears, late charges, interest and costs are paid in full.

3. Disconnection of water for unpaid water charges

Where, and only where, charges on a Member's water account remain unpaid, the Association may disconnect the supply of water to the Property until those water charges, together with any late charges, interest and costs, are paid in full. Before disconnecting, the Association shall give the Member not less than forty-five (45) days' written notice and the offer of a hearing in accordance with Part XI. This power applies only to arrears on the water account itself, and not to arrears on the maintenance or any other account, and is exercised subject to any requirement or restriction imposed by the Water and Sewerage Corporation or by any applicable public-health or regulatory law.

4. Water

An Owner taking a water supply shall pay the deposit, connection and consumption charges fixed by the Association. The fixed water charge is payable in respect of a Property irrespective of occupancy. Where a meter is alleged to be inaccurate it may be tested on the published basis, and the cost of replacement of a faulty meter and the basis of any estimated bill are as published. The Association is not responsible for plumbing on the Owner's side of the meter.

A water account may, at the request of the Owner, be styled in the name of the Owner's tenant for billing purposes, and the Association may require a deposit from the tenant; but the Owner remains at all times jointly and severally liable for all charges on the account, and the styling of the account in the tenant's name does not release the Owner from any liability. On the

termination of a tenancy the Owner shall ensure that the account is settled and re-styled or closed.

Connections, meter installations, account transfers and close-outs, final meter readings and disconnections are administered in accordance with the water meter protocol determined by the Board and published from time to time, with which Owners and Occupiers shall comply.

5. Fees and VAT

The fees, deposits and charges referred to in these Bye-laws are those fixed by the Board from time to time and published to Members, and are subject to VAT where applicable.

PART XI — Enforcement, Fines and Due Process

1. Power to fine

Where a Member or an Occupier commits a breach of these Bye-laws, the Board may impose on the responsible Member a fine in the amount fixed for that breach in the Schedule. Each fine is a breach of a prohibition or requirement contained in these Bye-laws, which bind every Member by virtue of the Articles; the liability of a Member to a fine does not depend on the wording of any individual conveyance, and arises whether or not the conduct also breaches a Restrictive Covenant. A fine imposed under these Bye-laws is an administrative charge levied by the Association, payable by the Member and recoverable as if it were an unpaid assessment under the Articles; it is set at a level the Board considers reasonable and proportionate to the breach, and is not a penalty. A fine is in addition to, and not in substitution for, any other remedy available to the Association under the Articles, the Licence Agreement, the Restrictive Covenants or the general law (including the recovery of charges, the registration of a lien, the suspension of amenity rights, the publication of delinquency and proceedings in any court).

2. When a fine attaches: the three pathways

The Schedule assigns each breach one of three pathways, which determine when a fine attaches. No fine requires proof of intent or fault. On every pathway the Association shall give written notice of any fine imposed, the Member may request a hearing under Bye-law XI.4 on whether the breach occurred and on the amount, and the fine (with any continuing fine) is recoverable as an administrative charge under these Bye-laws and the Articles. Every fine comprises the initial fine stated in the Schedule and, where the breach is capable of persisting, the continuing fine stated in the Schedule, which runs until the breach is remedied.

(a) Immediate. The initial fine attaches on each occurrence of the breach without prior warning, and any continuing fine runs from the occurrence until the breach is remedied.

(b) Warn first. On the first occurrence the Association issues a written warning and no fine attaches. On each further occurrence within twelve (12) months of the warning the initial fine attaches without further warning, and any continuing fine runs while the breach persists. A warning is specific to the breach type identified in it; after twelve (12) months a fresh warning is required.

(c) Notice and cure. The Association gives notice under Bye-law XI.3 fixing a period to remedy the breach, which may be abridged where the breach is urgent (including an obstruction of the canal or a hazard). If the breach is remedied within the period, no fine attaches. If it is not, the initial fine attaches automatically on the expiry of the period, and the continuing fine runs from expiry until the breach is remedied, without further notice or resolution.

Where a continuing fine has run for three (3) months without the breach being remedied, the Board shall review the matter and proceed to its further remedies — including suspension under the Articles, registration of the charge, self-help where available under the Restrictive Covenants, and proceedings — rather than allowing fines to accrue indefinitely.

3. Notice of breach

For a breach on the notice-and-cure pathway, before a fine attaches the Association shall give the Member written notice that:

- (a) identifies the Bye-law alleged to have been breached and the conduct relied on, with any supporting evidence;
- (b) allows the Member the period fixed for that breach by the Schedule or the notice — which may be abridged where the breach is urgent, and is thirty (30) days where none is fixed — within which to remedy the breach or to make representations, and states the initial and continuing fines that attach automatically if the breach is not remedied within the period; and
- (c) informs the Member of the right to request a hearing before the Board under Bye-law 4.

4. Right to a hearing

A Member who, within the period specified in the notice, requests a hearing shall be granted a hearing before the Board (or a committee of the Board) before any fine is imposed; and the Board shall give the Member a reasonable opportunity to be heard before making its decision. The decision of the Board shall be notified to the Member in writing.

5. Continuing and repeated breaches

Where a breach is not remedied within the period allowed, or is repeated, the Board may impose the fine and, for so long as the breach continues, may impose a further fine for each period specified in the Schedule, and may proceed to suspend amenity rights (on not less than forty-five (45) days' written notice and the offer of a hearing, as the Articles require), to publish the delinquency, to register a lien and to bring proceedings.

6. Recovery of fines

A fine, and any costs and interest, shall be charged to the Member's account and shall be recoverable as if it were an unpaid assessment, and shall attract late charges and interest if not paid by the date specified. All fines, charges, assessments, interest and costs are secured as provided in the Articles, including by any lien thereby created, which the Association may register or notify as the Articles permit.

7. Self-help remedies preserved

Nothing in this Part limits any right of the Association under the Restrictive Covenants to enter a Property after notice and carry out works at the Owner's expense, or any other self-help remedy; and a fine may be imposed in addition to the exercise of such a remedy.

8. Liability of Owner for Occupiers

An Owner is liable for, and shall pay, any fine imposed in respect of a breach of these Bye-laws committed by the Owner's Occupier — including the Owner's tenant, family member, guest, invitee, servant, employee, contractor or service provider — as if the Owner had committed the breach, and whether or not the Owner was present or aware of it. This is without prejudice to any right of the Owner to recover the amount from the person who committed the breach. A fine so imposed is charged to the Owner's account and recovered under Bye-law XI.6 (Recovery of fines).

9. Dispute resolution

Nothing in this Part affects the arbitration provisions of the Licence Agreement. A dispute concerning the Maintenance Charge, or otherwise concerning the rights, duties or liabilities of the Association and a Member under the Licence Agreement, shall be dealt with in accordance with that Agreement (including any requirement to arbitrate). A dispute as to whether a breach of these Bye-laws has occurred or as to the amount of a fine is dealt with by the hearing procedure in this Part, and is not referred to arbitration unless the Association and the Member agree.

10. Resale and estoppel certificate

On the request of an Owner or a prospective purchaser or mortgagee (and on payment of any fee fixed by the Board), the Association shall issue a certificate stating, as at its date, the amount of any unpaid charges, assessments, fines, interest and costs in respect of the Property, the status of the account, and details of any approval, dispensation or notice of breach affecting the Property of which the Association is aware. A purchaser may rely on a certificate so issued. Sums shown in a certificate as unpaid shall be settled on or before completion of the sale, and the Association may decline to issue or transfer access credentials or devices, or to recognise the transferee for the purposes of the services and privileges of membership, until they are settled.

11. Data and access information

The Association may collect, hold and use the personal information, access credentials and security-system data (including from cameras and the Association's application and access devices) that are reasonably necessary to administer access control, security and these Bye-laws. Such information shall be kept secure, used only for those purposes, retained no longer than reasonably necessary, and not disclosed except as required for those purposes or by law, in accordance with applicable data-protection law.

PART XII — Schedule of Fines

The following fines are fixed under Bye-law XI.1 (Power to fine) and are administrative charges recoverable as unpaid assessments. Each item refers to the breach of the Bye-law identified (by Part), which binds every Member through the Articles. Fines are set in three tiers — \$100, \$300 and \$500 — according to the gravity of the breach, and may be amended by resolution of the Board; they are stated only in this Part (the Schedule of Fees and Charges refers to this Part and does not restate them). The “Initial fine” attaches when the fine first arises under the pathway shown; the “Continuing fine” runs for the period stated until the breach is remedied, an unremedied or unapproved state of affairs being treated as continuing. The pathways are as follows:

Item	Bye-law breached	Pathway	Initial fine	Continuing fine
Boating, Canal and Mooring				
1	Vessel not registered / decal not displayed (Pt II)	Immediate	\$100	\$100 / week
2	Boat not owned by an Owner/tenant, or allowing a non-owner/tenant to moor a boat (Pt II)	Immediate	\$300	\$300 / week
3	Reckless or dangerous operation of a vessel in the canals (e.g. planing, or a wake capable of damaging a vessel, dock or bulkhead); repeat speed/wake breaches may be fined at this level (Pt II)	Immediate	\$500	—
4	Exceeding 5 mph or creating a wake in the waterways (no-wake zone) (Pt II)	Immediate	\$100	—
5	Fishing, water-skiing or operating a jet ski in the waterways (Pt II)	Immediate	\$100	—
6	More than one vessel at a Property without consent (Pt II)	Notice & cure	\$100	\$100 / week
7	Rafting up or side-by-side mooring of vessels (Pt II)	Warn first	\$100	\$100 / week
8	Improper mooring / vessel or other floating object obstructing or inhibiting the canal, or encroaching on a neighbouring frontage (Pt II)	Notice & cure (urgent: abridged period)	\$300	\$300 / day
9	Vessel not secured by the minimum bow, stern and spring lines (Pt II)	Notice & cure	\$100	\$100 / week
10	Dock + lift + beam encroachment exceeding one quarter of the canal width, or breaching the clear-channel minimum (Pt II)	Notice & cure	\$300	\$300 / month
11	Vessel length exceeding the water frontage less 2 feet, without filed neighbour consent (Pt II)	Notice & cure	\$300	\$300 / month
12	Dock, pier or quay exceeding the 6-ft projection or width, or encroaching a side boundary (Pt II)	Notice & cure	\$300	\$300 / month
13	Dock, mooring structure, boat lift or other canal structure installed, altered or used without approval, or used so as to inhibit navigation or exceed the approved limits (Pt II / Pt III)	Notice & cure	\$500	\$500 / month
14	Use of the boat ramp by a guest or non-Owner, or by an unregistered vessel (Pt II)	Warn first	\$100	—
15	Storing a boat trailer anywhere in Sandyport, or storing a boat on a trailer / out of the water (Pt II)	Notice & cure	\$100	\$100 / week
16	Vessel not secured ahead of a storm, on the issue of a published tropical-storm or hurricane warning (Pt II)	Immediate	\$300	\$300 / day
17	Commercial or commercial-fishing vessel docked (Pt II)	Notice & cure	\$300	\$300 / week
Architectural and External Appearance				
18	External works or colour change without approval (Pt III)	Notice & cure	\$300	\$300 / month

Item	Bye-law breached	Pathway	Initial fine	Continuing fine
19	Mechanical equipment, tanks, antennae or bins not screened (Pt III)	Notice & cure	\$100	\$100 / month
20	Solar or renewable equipment installed without approval or not screened (Pt III)	Notice & cure	\$100	\$100 / month
21	EV-charging equipment installed without approval, or cabling across Common Areas (Pt III)	Notice & cure	\$100	\$100 / month
22	Fence or garden structure not complying with the Guidelines / encroaching a setback (Pt III)	Notice & cure	\$100	\$100 / month
23	Picket or boundary fencing damaged, broken, leaning or collapsed and not repaired or removed (Pt III)	Notice & cure	\$100	\$300 / month
24	Alteration of grade impeding drainage (Pt III)	Notice & cure	\$100	\$100 / month
25	Failure to maintain external appearance per the Maintenance Standard / disrepair (Pt III / Pt VIII)	Notice & cure	\$100	\$100 / month
26	Removal of a large tree (six (6) inches or more in diameter at ground level) without written approval (Pt III; Restrictive Covenant 23)	Immediate	\$500 per tree	—
27	Sign, billboard or advertising device erected or displayed in breach of Bye-law III.14 (Pt III; Restrictive Covenant 19)	Notice & cure	\$100	\$100 / month
Construction				
28	Construction without approval or required permits (Pt IV)	Immediate	\$500	\$500 / week while works continue
29	Construction outside permitted hours (Pt IV)	Immediate	\$300	—
30	Heavy equipment brought on site without indemnity (Pt IV)	Immediate	\$300 per entry	—
31	Breach of site-management requirements (Pt IV)	Warn first	\$100	—
32	Construction or renovation debris not contained in a covered skip, or left on the frontage or the road (Pt IV)	Notice & cure	\$100	\$300 / week
33	External work not executed to the standard of workmanship or finish required by Bye-law IV.4A (Pt IV)	Notice & cure	\$100	\$300 / month
34	Failure to comply with a stop-work order (Pt IV)	Immediate	\$500	\$500 / day
35	Building unfinished beyond one year / dormant over twelve months (Pt IV)	Notice & cure	\$100	\$100 / month
Common Property and Amenities				
36	Commercial use of an amenity, or coaching of non-members (Pt V)	Warn first	\$300	—
37	Breach of swimming-pool rules (Pt V)	Warn first	\$100	—
38	Use of tennis/pickleball courts for a prohibited activity (Pt V)	Warn first	\$100	—
39	Breach of private-function conditions (Pt V; deposit forfeiture applies separately)	Warn first	\$100	—
40	Unauthorised use of a Common-Property carport (Pt V)	Warn first	\$100	—
Pets and Animals				
41	Keeping a prohibited animal (Pt VI)	Notice & cure	\$100	\$100 / month
42	Dog kept or housed outdoors (not an indoor animal) (Pt VI)	Notice & cure	\$100	\$100 / month
43	Persistent barking or other animal nuisance (Pt VI)	Warn first	\$100	—
44	Animal taken into a park, pool, court or other amenity (Pt VI)	Warn first	\$100	—

Item	Bye-law breached	Pathway	Initial fine	Continuing fine
45	Animal roaming, off-leash on Common Areas, or waste not removed (Pt VI)	Warn first	\$100	—
46	Failure to remove a dangerous or nuisance animal (Pt VI)	Notice & cure	\$300	\$300 / week
Vehicles, Access and Security				
47	Speeding (over 15 mph) on the roads (Pt VII)	Immediate	\$100	—
48	Driving a vehicle on the roads recklessly or dangerously, or in a manner capable of endangering any person or property — including overtaking a moving vehicle, using a hand-held phone or other hand-held device while driving, driving under the influence of alcohol or drugs, failing to yield to a pedestrian, disobeying a direction of Security Services, or grossly excessive speed; repeat speeding breaches may be fined at this level (Pt VII)	Immediate	\$500	—
49	Unlawful parking (Pt VII)	Immediate	\$100	—
50	Vehicle not registered with the Association (Pt VII)	Notice & cure	\$100	\$100 / month
51	Storage of vehicles, boats or goods on a Common Area (Pt VII)	Notice & cure	\$100	\$100 / month
52	Misuse of an access device (Pt VII)	Immediate	\$300	—
53	Failure to report a lost or damaged access device (Pt VII)	Warn first	\$100	—
54	Golf cart operated by an unlicensed driver (licence, or accompanied provisional, required) (Pt VII)	Immediate	\$300	—
55	Under-18 operating a motorised vehicle without adult supervision; reckless, dangerous or stunt riding, including on a bicycle (Pt VII)	Immediate	\$300	—
56	Worker without a valid pass / entering by the wrong gate / outside hours (Pt VII)	Warn first	\$100	—
57	Breach, damage or interference with security installations / the fence (Pt VII)	Immediate	\$500	—
58	False report to Security Services (Pt VII)	Immediate	\$300	—
59	Breach of school-gate / drop-off rules (Pt VII)	Warn first	\$100	—
60	Unlawful activity or illegal drug use on the Common Areas (Pt VII)	Immediate	\$500	—
Maintenance and Waste				
61	Vacant lot or Property not kept tidy / unlawful storage (Pt VIII)	Notice & cure	\$100	\$100 / month
62	Refuse presented or stored in breach (Pt VIII)	Warn first	\$100	—
63	Burning or incineration of refuse, garden cuttings or other rubbish (Pt VIII; Restrictive Covenant 24)	Immediate	\$100	—
64	Laundry or unsightly articles visible from road/waterways (Pt VIII)	Warn first	\$100	—
Equipment, Noise and Nuisance				
65	Hurricane shutters left closed/deployed out of season (Pt III)	Notice & cure	\$100	\$100 / month
66	Exterior camera positioned to record a neighbour's dwelling or private garden (Pt III)	Notice & cure	\$300	\$300 / month
67	Breach of quiet hours / noise nuisance (Pt VII)	Warn first	\$100	—
68	Generator run during quiet hours (other than on mains failure) or causing nuisance (Pt VII)	Warn first	\$100	—
69	Operating a drone over the Gated Area without authority / causing nuisance (Pt VII)	Warn first	\$100	—

Item	Bye-law breached	Pathway	Initial fine	Continuing fine
70	Exterior or security lighting causing glare or light-spill nuisance (Pt III)	Warn first	\$100	—
71	Outdoor lighting not warm white (colour temperature above 3,000 K) (Pt III)	Warn first	\$100	\$100 / month
Owners, Tenants, Insurance and Financial				
72	Owner without required buildings / public-liability insurance (Pt IX)	Notice & cure	\$300	\$300 / month
73	Leasing without registering the tenancy or binding the tenant to the rules (Pt IX)	Notice & cure	\$300	\$300 / month
74	Short-term or vacation letting of a Property, or advertising or offering a Property for letting for less than three months (including on any letting platform) (Pt IX; Restrictive Covenant 2)	Immediate	\$500 per letting or advertisement	\$500 / week while the letting or advertising continues
75	Late payment of any sum due (Pt IX)	—	—	late charge + interest per Part C of the Schedule of Fees and Charges
Environment, Sewerage and General				
76	Discharge of sewage, oil, fuel, pool water, refuse or other pollutant into the canal (Pt II)	Immediate	\$500	—
77	Derelict, sunken or abandoned vessel not raised or removed after notice (Pt II)	Notice & cure	\$300	\$300 / week
78	Private pool/spa without approval, left stagnant/breeding pests, or drained to the canal (Pt III)	Notice & cure	\$300	\$300 / month
79	Feeding feral animals or wildlife so as to cause a nuisance or pest problem (Pt VI)	Warn first	\$100	—
80	Commercial/work vehicle, boat, trailer or equipment parked or stored unscreened on a lot or driveway (Pt VII)	Notice & cure	\$100	\$100 / month
81	Septic/cesspit retained, or foul drainage cross-connected or discharged other than to the central sewerage system (Pt VIII)	Notice & cure	\$500	\$500 / month
82	Bulk or hazardous waste dumped, or put out for ordinary collection (Pt VIII)	Immediate	\$500	—
83	Assault, threats, harassment, intimidation or abuse of any resident, Occupier, guest, staff member, security officer or contractor (Pt VII)	Immediate	\$500	—
84	Trade or business carried on at a Property having the indicia in Bye-law IX.3A (Pt IX; Restrictive Covenant 2)	Notice & cure	\$500	\$500 / month

Immediate — the initial fine attaches on each occurrence, without warning. Warn first — a first written warning; the fine attaches on each further occurrence within twelve months. Notice & cure — a notice fixes a cure period (abridged where urgent); cure on time and no fine attaches; otherwise the initial fine attaches at expiry and the continuing fine runs until the breach is remedied (Bye-law XI.2).

PART XIII — Commencement and Adoption

1. Commencement

These Bye-laws were made and adopted by resolution of the Board of Directors dated 23 July 2026, and come into force on 24 July 2026. They shall be published to Members.

2. Amendment

The Board may amend these Bye-laws and the Schedule from time to time in accordance with the Articles; an amendment takes effect on publication to Members or on such later date as the Board fixes.

3. Severability

If any Bye-law or part of a Bye-law is held to be invalid or unenforceable, the remaining Bye-laws continue in full force.

4. Saving

Nothing in these Bye-laws derogates from the Restrictive Covenants, the Licence Agreement or the Articles; in the event of conflict, those instruments prevail and these Bye-laws are read accordingly.

ADOPTED by resolution of the Board of Directors of Sandypport Homeowners Association Limited on 23 July 2026.

Dated this 23rd day of July, 2026.

Chairman

Secretary