

# COAKLEY BAY RULES AND REGULATIONS

*2013 Revision*

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# COAKLEY BAY RULES AND REGULATIONS

*2013 Revision*

The following Rules and Regulations have been written and approved by the Coakley Bay Board of Directors. They will be administered by the Manager and enforced, when necessary, by the Board and its "Owners' Committee." Please help our community and yourself by becoming familiar with these rules and doing your best to comply with them.

## 1. APPEARANCE

It is important that a pleasant, uniform appearance be maintained for the complex as a whole. Therefore, certain reasonable restrictions need to be placed on what we may and may not do with the galleries and exteriors of our units. Accordingly:

**a) Exterior window treatments** of any kind are prohibited, with the sole exception of hurricane shutters. Hurricane shutters of the same type and style as those installed on the galleries may be installed on side and rear windows.

**(b) Exterior antennae** of any kind not consistent with the provisions of Section 207 of the Telecommunications Act of 1996 are prohibited. Additional information regarding Section 207 can be found at: <http://www.fcc.gov/mb/facts/otard.html>

**(c) Interior window dressings**, which are visible from outside the unit, must be appropriate. Considered inappropriate would be the use of bed sheets, blankets, towels, etc. -- things that tend to demean the appearance of the building.

**(d) Galleries.** Only appropriate furniture, plants and decorative items may be kept on the galleries.

1. Laundry or kitchen appliances and other obtrusive items are prohibited
2. Only Gas Grills are permitted. (The ashes or coals from charcoal grills are apt to be blown about by our brisk trade winds.)
3. Gallery railings are not to be used for the hanging or drying of towels, clothes and the like. Portable drying racks no more than 4 feet in height may be used; permanent clotheslines are prohibited.

**(e) Walkways, stairways and entrances:**

1. Shall not be used for the storage of personal property.
2. Shall not be painted, tiled or altered in any way without the written permission of the Board of Directors.
3. Any alteration or replacement requires the written approval of the Board of

Directors.

**(f) Security Grates:**

1. Security Grating shall be used only on windows at ground level and those, which open directly onto walkways or entryways.
2. Owners wishing to replace existing Security Grates or to add new Grates may do so only with the written approval of the Board of Directors. Requests should be submitted in writing; each request should include a drawing of the proposed style to be used.

**(g) Privacy Screens:**

1. Owners wishing to attach Privacy Curtains to their galley railings may do so.
2. Such Privacy Curtains shall:
  - a) Be made of white, sun-resistant material.
  - b) Cover the entire section of the railing.
  - c) Be tightly laced to the railing.

## **2. DESIGN STANDARDS**

The following design standards apply:

**(a) Entryway Tiles:**

1. Only terra cotta tiles are permitted

**(b) Security Grates:** Only two (2) styles are permitted

1. The "Coakley Bay" curlicue
2. A design similar to that on the doorway of C-4.

## **3. UNIT ALTERATIONS**

**(a) Construction & Alterations.** Any significant construction in, and all alterations made to units must be cleared in writing through the General Manager.

1. A written application in the form available either at the Office or from the website ([www.coakleybay.org](http://www.coakleybay.org)) shall be used.
2. Such approval will not be denied unless for a specific, written cause which can include but is not limited to concerns such as: adverse impact on the common areas/facilities or neighboring units, overburdening of electrical or other systems,

structural or other safety concerns, and the extent or duration of noise or interference with others.

3. All such applications shall be responded to as soon as practical by the General Manager, but no later than the third day after the next meeting of the Board of Directors following the application. Denials may be appealed to the Board of Directors in writing.

**(b) Beginning of work.** Work shall not begin until a signed approval of the written application is provided to the Owner.

**(c) Hours of Work.** All work shall be done between the hours of 8:00 am and 5:00 pm Monday through Friday. Work is not to be done on weekends, or on holidays observed by the administration Office, as those holidays are set forth on the [website](#).

**(d) Start and finish dates** supplied to the Coakley Bay Office should be carefully adhered to--and if work shall not continue thereafter unless the extension is similarly approved in writing by the General Manager. Therefore, please be careful when estimating these dates.

**(e) Use of Outside of Unit.** To the maximum extent possible, all sawing, cutting of tile or other loud work should be done inside of the unit under construction. When this will not be possible, the application must state this will be the case, and the amount of outside work should be set out in detail. No materials may be stored outside for more than 3 days

**(f) Debris.** The Owner is responsible for removing all debris. and returning the Common Areas to their original condition. .

**(g) Liability for Alterations.** Any alterations that alter the original specifications of the unit becomes the responsibility and liability of the unit owner and his successors in interest.

**(h) All electrical and plumbing alterations** must be certified in writing to the Office by both the Owner and a licensed professional. Such proof must be presented to the General Manager at the conclusion of the project in the form supplied found on the website: [www.coakleybay.org](http://www.coakleybay.org) in the " Owners" section.

**(i) Applications for installation of washers and dryers** must be presented to the Board of Directors for approval prior to installation.

**(j) Air conditioning units** which vent onto a gallery may be replaced with a "split" unit, provided that the outside condenser unit must be installed in a unobtrusive manner--and must be wholly within the gallery of that Owner.

1. However, such condensers in place on January 1, 2009 are grandfathered in. Such condensers must be identified to the General Manager before February 15,

2009, and a compliance sticker will be attached. When these units are replaced, they will conform to placement requirements of this rule.

#### 4. ANNOYANCES AND SUCH

**(a) When sweeping, watering plants or mopping,** think of the people in the units below you. Sweepings should be picked up and disposed of inside your unit, rather than swept over the side where they could be blown onto someone else's gallery. Likewise water from plant watering or mopping should not be allowed to drip down on the galleries below you.

**(b) Noise Levels and Quiet Times.** The noise level from radios, stereos, TVs, parties, or whatever else you may do, must not be annoying or disturbing to your neighbors. No loud noise, loud music or other increased levels of noise or music is allowed during the "quiet time" which is defined as being between 9:00 p.m. to 7:30 a.m. on weekdays and 10 p.m. and 10:00 a.m. on weekends and holidays.

**(c) Maximum Number of Occupants.** Except for an occasional overnight guest of an Owner or Long-Term Renter, The number of persons occupying any unit shall not exceed:

1. Four persons in a two-bedroom unit, and
2. Six persons in a three-bedroom unit.

**(d) Roofs.** No one, other than persons specifically authorized by the Manager, is permitted on the roof of any Coakley Bay building.

#### 5. TOILETS, BATHROOM, KITCHEN DRAINS & WASTE WATER

**(a) Two Separate Water Systems.** At Coakley Bay we have two separate water systems:

1. potable water which we use for cooking, drinking and washing, and
2. treated wastewater which is used to flush our toilets and water the landscaping. Our potable water comes from cisterns under each building, and is piped to the kitchens and bathroom basins and showers/tubs. The wastewater from these fixtures plus the toilets flows into our on-site water treatment plant where it is treated to a clarified, but non-potable state; it is then re-used throughout the complex for toilet flushing and irrigation.

**(b) Our water treatment system** is not capable of handling any but the normal bathroom and kitchen wastes. It cannot handle such things as chlorine bleaches, paint, solvents, rags, diapers, contraceptives, cigarette butts, sanitary napkins and the like. The



microorganisms that purify the water simply cannot break some of these things down, and others, such as chlorine bleaches, will kill them outright. Our biggest source of "indigestible" objects is our toilets. Therefore, nothing other than body waste and toilet paper shall be put into the toilets.

(c) **Use of kitchen disposals** should be kept to a minimum. Whenever possible, the garbage can should be used instead.

(d) **Use of Fresh Water in Toilets.** In the event any Unit has toilets hooked up to fresh water, there will be a \$30 assessment per month -- and the Owner is strongly encouraged by the Board, at their own expense, to *voluntarily* install an approved threshold water meter which will be checked by the Association no less than once per year. The association will randomly audit for such hookups, and the existence of one attached to a toilet where such a fee is not being paid will result in an assessment of \$360 for the past 12 months payable immediately.

(e) **Water Meters.** In the event any Unit has a clothes washer, the Owner is also encouraged to *voluntarily*, at their own expense, install an approved threshold water meter which will be checked by the Association no less than once per year.

## 6. PETS

(a) **One pet.** Each owner may keep one pet having a mature weight of no more than 16 pounds.

(b) **Pet Rules.** A pet cat or dog while outside its unit on Coakley Bay property must:

1. Be on a leash controlled by a competent person, and
2. Bear a tag showing the name and unit number of its owner.

(c) Dog droppings shall be picked up immediately, bagged and placed in a refuse can.

(d) Pets are not permitted in the restaurant or pool areas.

(e) Renters are not permitted to keep a pet of any kind.

(f) Pet owners shall be liable for any damage that may be caused by their pets.

(g) The Board of Directors shall have the right to require the removal from the Coakley Bay property any pet that has become a nuisance.

## 7. MOTOR VEHICLES

(a) **Parking Generally.** Vehicles shall be parked in marked parking spaces only.

**(b) Building "A" Parking Area Restricted.** The parking area adjacent to Building A is reserved at all times for the occupants of Buildings A, B, and C. Restaurant patrons and pool users should use the parking area marked off for the restaurant.

**(c) Parking for Two Vehicles.** If you have two vehicles, don't park both of them in the more desirable, close-in spaces. Think of your neighbors and leave the other one in the outback.

**(d) Vehicles left at Coakley Bay while owners are off-island:**

1. Vehicles shall be parked away from the buildings in the lesser desirable parking spaces; spaces adjacent to the buildings are reserved for building occupants.
2. To permit the moving of a vehicle in an emergency
  - i. The Manager shall be furnished with a set of keys for each vehicle.
  - ii. Each set of keys shall be clearly tagged by the owner with the owner's name, and the make, style and license number of the vehicle.

**(e) Rules for Parking Permits.** Owners or residents of a unit must display a parking permit on their vehicle while parking on the property. New owners or residents must obtain a permit within forty-eight (48) hours of moving onto the property or taking possession of a unit. Parking permits are available through the Management Office. Owners or residents must complete a vehicle information sheets for each vehicle to be parked on the property in order to obtain a permit. The information sheet will be kept with the unit owner's/resident's records for the Association's use. Parking permits are unit specific and are not transferable to other units once assigned.

Owners and residents with rental vehicles and short-term renters shall be issued a temporary parking permit that shall be displayed on the dashboard of their vehicle while parking on the property. The temporary parking permit must be obtained within forty-eight (48) hours of arrival on the property with a non-permitted vehicle. Temporary permits shall be returned to the Management Office at the end of the vehicle or unit rental. There shall be a \$35.00 permit replacement charge for any temporary permit which is lost or stolen.

Vehicles parking on the property not displaying a permit will be in violation of these parking regulations and subject to enforcement action by the Board of Directors of the Manager.

## **8. ENTRY KEYS**

**(a) Manager Provided with Keys.** It is important for the safety of residents and the structural integrity of the facility in emergencies that the Manager be provided with keys

to provide for entry into a unit when the owner is not readily available. It will occasionally become necessary, perhaps on short notice, to enter a particular unit to do such things as: gain access to utilities, check hurricane preparedness, for maintenance or repair of the interior or exterior of a building. Therefore, the owner of each unit shall provide the Manager with two sets of entry keys.

**(b) Penalty for Not Providing Keys.** If the Owner does not have a key at the Office as required, and entry is deemed necessary by the General Manager for any reason, the Owner's existing lock will be removed and replaced at the Owner's expense, along with a \$100 fee to the Association. Similarly, if written request is made to the Owner for a key by certified mail -- reciting this provision of the Rules-- at the address of record with the Office and is not provided within 30 days thereafter, the Owner's existing lock will be removed and replaced at the Owner's expense, along with a \$100 fee to the Association.

## 9. MAILBOXES

**(a) Generally.** A mailbox is assigned for each unit at Coakley Bay.

**(b) Dealings with USPS.** By direct order of the USPS, matters pertaining to the boxes and their keys shall be handled directly with the U.S. Postal Service. These boxes are within the control of the USPS.

**(c) Staff cannot handle keys.** By USPS regulations, The Manager and Staff are not permitted to handle the mailbox keys for any Unit.

**(d) Receiving oversize or signature needed.** However, the USPS will leave oversized packages or those requiring signature at the Office.

## 10. RENTALS

Units may be rented, as the individual owner may desire; however, it is critical to the health and safety of all residents and the protection of the premises that the Manager be aware of status and occupancy of rented units. To this end:

**(a) Forms for both short term and long term rentals** are available on the website: [www.coakleybay.org](http://www.coakleybay.org) in the "Owners" section labeled "Forms". Each renting owner (or the rental agent for that Owner) shall provide a fully completed copy of this form by mail, email, fax or in person to the General Manager for each such rental as early as practicable, and no later than the first working day after renter takes occupancy of the unit. The completed form merely has to be submitted, it does not have to be hand-signed.

**(b) The information to be furnished to the Manager** shall include, for Both Long-Term (over 30 days) and Short Term (30 days and less):

1. Name of the renter.

2. Cell or other local phone number and email address of the renter.
3. The name, address and phone number of the rental agent or person responsible for communications with the renter, and any issues that might arise during the rental.
4. Number of persons occupying the unit.
5. Dates of the rental, and
6. A certification by the owner stating:
  - (i) That the renter has received a copy of the Tenant Rules and Regulations -- also available on the website: [www.coaklybay.org](http://www.coaklybay.org), and
  - (ii) That the renter is able and willing to abide by the Tenant Rules and Regulations.

**(c) Additional for Long-term Renters** (more than 30 days)

1. In addition to the information set forth in (b) above, Owners shall provide an executed copy of the rental management agreement for Long-Term Rentals (more than 30 days) if there is a rental management agent -- or a statement to the General Manager that there is no such agent, and that the Owner is directly responsible.

**(d). Emergency contacts.** The Office MUST be able to communicate with the renters in an emergency, and with the responsible person in the event of problems. Therefore, failure to so notify the Office of renters and their status as set forth here potentially endangers both safety and property--and a violation of this requirement will require payment of a \$100 assessment to the Association on the first occasion.

**(e) Owner responsible for renters regardless of agent.** Additionally, the owner is solely responsible for ensuring compliance regardless of whether the rental is handled personally or through a Rental Agent or Agency. If a complaint of violation is received or emergency occurs and the Owner or Agent is not available to or willing to respond, the costs of response plus a \$100 fee to the Association will be assessed on the first instance. Owners must post a copy of the Short Form of Tenant Rules and Regulations if their unit is rented or used by others. Owners are also responsible for stocking recommended cleaning items and laundry detergents, and for posting a list of these items in plain sight of their tenants.

- a) In each rental agreement, a clause shall be included to the effect that continued violation of Coakley Bay Rules and Regulations by a renter, or a renter's family members or guests, shall be sufficient basis for termination of the rental contract.

(b) All matters pertaining to rentals shall be handled directly between the owner or the owner's agent and the renter. Neither the Manager nor any staff member shall become involved in any way as an intermediary between a renter and an owner or agent.

## **11. HURRICANE SHUTTERS AND PREPARATIONS**

On the approach of a hurricane, it is of the utmost importance that all precautions be initiated in a timely manner. Different situations will exist with respect to unit occupancy, and each must be addressed in its own time. As a hurricane approaches, it is a common tendency to wait until the last minute to begin "buttoning up". But with many owners off-island during hurricane season and many units unoccupied, it is essential that the process be started early. It is necessary that all hurricane shutters be closed and locked, and mandatory that all furniture, plants and other objects not firmly secured be cleared from unprotected galleries. Winds of hurricane force have turned loose objects into dangerous or (even potentially lethal ) flying missiles that have severely damaged other units. It is, therefore, the responsibility of each unit owner to take such precautions as may be necessary to minimize the potential for hurricane damage. Any Owners who are not present **MUST** submit a written arrangement with an agent, neighbor or other person who states that she/he/it will take the necessary precautions and be responsible for such precautions. **The following procedures shall be observed during the period 1 June through 30 November:**

### **(a) Occupied units**

1. On the approach of a hurricane, occupants are encouraged to "button up" as early as possible, and certainly no later than at such time as the winds have risen to 30 mph.

### **(b) Units unoccupied and unattended**

1. Each owner shall provide the Manager with the written form set forth above with the name and telephone number of the person caring for the unit.

2. All hurricane shutters shall be closed for the entire period.

3. All entryways, and all galleries not enclosed by hurricane shutters shall be cleared of all furniture, plants and other objects.

### **(c) Units unoccupied but under the continuous care of someone on island**

1. Each owner shall provide the Manager written form set forth above with the name and telephone number of the person continuously caring for the unit.

2. When winds of hurricane force are predicted within 48 hours:

i. All hurricane shutters shall be closed.

ii. All entryways, and all galleries not enclosed by hurricane shutters shall be cleared of all furniture, plants and other objects.

(d) **Unoccupied units with open hurricane shutters** when winds of hurricane force are predicted within 36 hours:

i. The Manager shall have the right but not the duty to take such steps as may be necessary to close the shutters and clear the entryways and galleries of any non-complying unit.

ii. Should this action become necessary, the owner of each unit involved shall be charged a fee of \$250.

## 12. LAUNDRY FACILITIES

Laundry facilities are provided in the basements of buildings A, E, G, H, J and M. These facilities are for the personal use of the Owners, Renters and employees of Coakley Bay and the overnight guests of Owners and Renters only.

(a) All washing machines and dryers are token-operated; tokens are available at the Office.

## 13. POOL

(a) **Hours.** The pool shall not be used earlier than 6:30 AM nor later than 8 PM. It shall be used before 9 a.m. only for laps/exercise, with the minimum of talking or other noise. If it is necessary to call security to respond to a before or after hour usage, the cost of that response plus a fee of \$100 to the Association will be assessed on the first instance.

(b) **Use.** Use of the pool area is available primarily for residents and their in-unit guests. Nonresidents may be invited to use the pool, however they must be accompanied by their host/hostess.

1. The use of the Pool by unauthorized persons poses safety and security risks to all residents. Therefore, a key or code will be provided to each Owner for the use of the Owner, Renters, in-unit guests of an Owner or Renter, and--only when accompanied by them--outside guests of the Owner or Renter. There are to be no exceptions to this Rule. If outside guests are at the Pool unaccompanied or in possession of a code/key a fine of \$100 to the Association will be assessed on the first occasion.

2. Any Owner, renter or guest may be asked by a staff member, designated individual or security person to verify their status verbally or by signing a sheet with the name, unit number and telephone number.

(c) **Non-swimmers** must be accompanied by a swimmer.

(d) **Children under 12** years of age must be accompanied by a responsible adult.

- (e) **Toddlers in diapers** are not permitted in the pool.
- (f) **Earphones only.** The operation of radios, tape decks and CD players is not permitted unless earphones are used.
- (g) **Masks, snorkels, and individual rafts** are the only devices permitted in the pool.
- (h) **No running or throwing.** There shall be no running, throwing of balls or other objects, or boisterous play of any kind in the pool area.
- (i) **Glass containers** of any kind are prohibited.
- (j) **Bicycles, skates, and skateboards** are prohibited.
- (k) **Only proper bathing attire** (Bathing suits) is allowed in the pool.

#### 14. STORAGE SPACES

- (a) **All structures are a part of the common properties.** They are not individually owned.
- (b) **Requests.** An owner desiring a Storage Space shall submit a request in writing to the Board of Directors.
- (c) **One storage space per unit.** An owner shall be assigned no more than one Storage Space for each unit owned.
- (d) **Manager to have keys.** It is important that the Manager be provided with keys to provide for entry into a unit when the owner is not readily available. It will occasionally become necessary, perhaps on short notice, to enter a particular unit to gain access to utilities, or for maintenance or repair of the exterior of a building. Therefore, the owner of each unit shall provide the Manager with two sets of entry keys.
- (e) **Waiting list.** At such times as there are no Storage Spaces available for assignment, requests shall be placed on a waiting list which shall be maintained by the Manager. Requests shall be listed in order of the date received, earliest date first.
- (f) **First come First serve.** When a Storage Space becomes available, the owner whose name is first on the list shall be assigned that Space.
  1. In the event that more than one Space is available, selection will be at the choice of the owner.
  2. Should the owner decline the Space, it shall be offered to the next listed owner. The name of the declining owner shall remain at the top of the list.
- (g) **On Sale of Unit.** In the instance of the sale of a Unit to which a Storage Space is assigned:

1. To prevent unauthorized use, the association reserves the right to place a lock on the cage at such time as the Unit is placed on the market. The key to this lock will be available to the owner.
2. The cage must be vacated at the time of the sale. The Manager shall have the cage cleared of any remaining items no later than 30 days following the date of the sale.

**(h) Usage**

1. Cardboard boxes and other non-waterproof items must be placed on shelves.
2. Under no conditions may gasoline or other hazardous materials be stored. (In this instance, properly sealed paint containers are not considered hazardous.)
3. Spaces are to be kept neat and clean. The association reserves the right to rescind the assignment in the case of any owner who has allowed a Space to become a "junkbin".

**(i) A fee will be charged** for each assigned Space, such charge to begin with the first monthly statement following acceptance of the Space by the Owner.

**(j) Usage agreement.** Each owner shall sign a usage agreement prior to the assignment of a Storage Space.

## **15. RELATIONS WITH THE STAFF**

**(a) Generally.** The Manager and Staff are employed by the Coakley Bay Association to perform tasks as delineated in their individual job descriptions. Staff employees are under the supervision of the Manager; the Manager reports to the Board of Directors. Accordingly:

- 1. Staff working hours.** Coakley Bay employees are not permitted to perform any tasks for individual unit owners or renters during the employee's working hours.
- 2. No owner supervision.** No owner or renter shall interfere with Coakley Bay employees, nor attempt to supervise or direct employees in the performance of their work, except in specific instances when so authorized by the Manager.
- 3. Manager proper official for comments.** Any discrepancies or suggestions concerning employees, or any other aspect of the operation or maintenance of Coakley Bay properties should be reported to the Manager only for appropriate action.



**4. Owners may engage employees-Responsibility.** Owners and Renters are permitted to engage Coakley Bay employees for private projects for those Owners and Renters (such as car washing, maintenance or repairs, provided arrangements for such projects are made directly with the employee and performed **outside the employee's working hours**. Although, the employees may use the facilities in performing these tasks, neither Coakley Bay nor the employee will be responsible for the work, any occurrences or any results, which shall be the sole responsibility of the Owner or Renter.

**5. Work by on-duty staff.** In addition, at Coakley Bay's discretion, work on or around Units can be requested of the Office to be done by the Association for \$30.00 per hour, plus materials, and a 15% Administrative charge.

## **16. INTERPRETATION & ENFORCEMENT**

**(a) Generally.** The enforcement of these Rules and Regulations is the responsibility of the Manager. There shall be two alternate processes for an Owner or Renter requesting assistance from the Association or enforcement of alleged violations of these Rules and Regulations. Owners or their rental agents are encouraged to initially address such matters with the General Manager or the other parties involved informally, however, if this is not possible or successful:

### **1. For *non-immediate* problems or complaints.**

i. a Complaint Form which can be obtained from the website: [www.coakleybay.org](http://www.coakleybay.org), will be completed and signed by the Unit Owner or Rental Agent of the complaining unit.

ii. The General Manager will respond within 2 business days with an informal statement that:

(1) the problem has been addressed, or (2) the Manager will address the problem and what s/he intends to do, or

(3) that the matter will be referred to the Board at the next meeting--in which case a response as to what will be done will be provided within 3 days after the next Board Meeting.

(4) If there is disagreement with the General Manager's decision, the matter may be addressed to the Board which will have the final, unappeasable right to determine the matter.

### **2. For *immediate* problems or complaints [To begin July 2009]**

i. A number can be found on the website for the security service retained by the Association. A person will be dispatched and will fill out a form which will include the nature of the problem or complaint.

(1) If the matter is a serious, immediate problem with the physical plant (such as water running through the Unit) the security person will notify management by calling down a list of persons beginning with the General Manager as will be designated by the Board. This is an emergency process and may not be used for routine or maintenance issues.

(2) If the matter involves the actions of a person or other Unit, the security person will ask the complaining party which applicable section of the Rules are alleged to have been violated, and will complete a form similar to the one below. *The form will not identify the complaining party or unit.* A copy of that form will be delivered by hand to the alleged violator. The security person will observe whatever can be observed without invited entry to the unit and report the observations to the General Manager the next day:

**SAMPLE OF FORM**

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**Please Take Notice**

There has been a complaint that the Rules of the Association are being violated.

You are asked to cease and desist if such a violation if it exists.

The specific complaint that has been made is: \_\_\_\_\_  
\_\_\_\_\_

The person presenting this to you is present to deliver this and file a report only.

They ***WILL NOT*** ENFORCE THIS NOTICE NOW.

On the first business day following this notice, a copy will be given to the General Manager of the Association. If it determined in his sole discretion that a violation **did** occur, he will send the unit Owner a letter to that effect. If this is the first such notice, the Unit Owner will be assessed only the cost of the response of the security service. However, if this is the second such violation, a fee of \$100 will be assessed. And that amount will increment as set forth in Article XII, Section 3 of the Bylaws for each successive violation. Greater enforcement may be undertaken for egregious violations of the Rules.

The unit Owner will be given the opportunity to appeal the determination in writing to the Board of Directors which, at its sole discretion, will uphold or reverse the decision by the General Manager. That decision is not appealable.

If it is determined in the sole discretion of the General Manager that a violation **did not** occur, he will send the unit Owner of the complaining party's unit a letter to that effect. If this is the first such notice, that Unit Owner will be assessed only the cost of the response of the security service. However, if this is the second such incorrect allegation of a violation, a fee of \$100 per day will be assessed. And that amount will increment as set forth in Article XII, Section 3 of the Bylaws for each successive incorrect report of violation. Again, the Unit Owner will be given the opportunity to appeal the determination in writing to the Board of Directors which, at its sole discretion, will uphold or reverse the decision by the General Manager. That decision is not appealable.

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**(b) Disputes.** Any dispute arising from enforcement under this paragraph (paragraph 17) or other enforcement of these Rules and Regulations shall be referred in writing to the Board of Directors for resolution. . However, immediate and continued compliance with the Manager's request is required even though the matter has been referred to the Board of Directors.

**(c) Fines** will be implemented ten (10) days after written notice by the Association made by the General Manager, as per the By-laws of the Association Article XII. Section 3: allows for the fine to be based on "seven percent (7%)" of the "Unit Owners monthly maintenance charge" for any one violation provided, however, that for each day a violation continues after notice, it shall be considered a separate violation."

All amendments, unless otherwise stated,  
effective February 1, 2009

\_\_\_\_\_/s/\_\_\_\_\_  
Adopted as Amended, December 8, 2008  
Board of Directors

### **ADDENDUM REGARDING WATER HEATER MAINTENANCE AND REPLACEMENT**

Water heaters are owned by the unit owners. therefore. unit owners are directly liable for any damage to their unit. or any other unit. as a result of water heater failure.

The standard operational life of water heaters is six (6) to seven (7) years.

To prevent water heater failures, unit owners are encouraged to check the metal plate on their water heaters to determine the date of installation.

Any heaters that are beyond the standard operational lifespan should be replaced.

It is required that when heaters are replaced, catch pans be installed to collect overflow resulting from heater failure.

It is recommended that such pans either have a drain for overflow, or a water sensor. Also, that the main water line in a Unit be turned off when the Unit will be vacant for any sustained period.

Remember, if a water heater or toilet leaks, the damage below will be the responsibility of the Unit Owner where the leak is occurring, not the Association -- so caution is a good policy, as is supplemental insurance to cover this sort of damage.

Prior to replacing heaters, see Rules and Regulations, Item 3 for requirements relating to unit alterations.