

COAKLEY BAY RULES AND REGULATIONS

November 2019

TABLE OF CONTENTS

1. APPEARANCE

- (a) Exterior window treatments
- (b) Exterior antennae
- (c) Interior window dressings
- (d) Galleries
- (e) Walkways, stairways and entrances
- (f) Security Grates
- (g) Privacy Screens

2. DESIGN STANDARDS

- (a) Entryway Tiles:
- (b) Security Grates
- (c) Gallery Paint

3. UNIT ALTERATIONS

- (a) Construction & Alterations
- (b) Beginning of work
- (c) Hours of Work
- (d) Start and finish dates
- (e) Use of Outside of Unit
- (f) Debris
- (g) Liability for Alterations
- (h) Electrical and plumbing alterations
- (i) Applications for installation of washers and dryers
- (j) Air conditioning units which vent onto a gallery

4. ANNOYANCES AND SUCH

- (a) Sweeping, watering plants or mopping
- (b) Noise Levels and Quiet Times
- (c) Maximum Number of Occupants
- (d) Roofs

5. TOILETS, BATHROOM, KITCHEN DRAINS & WASTE WATER

- (a) Two Separate Water Systems.
- (b) Water treatment system
- (c) Use of kitchen disposals
- (d) Use of Fresh Water in Toilets
- (e) Water Meters

6. PETS

- (a) One pet
- (b) Pet Rules
- (c) Dog droppings
- (d) Pets not permitted
- (e) Renters
- (f) Pet owners
- (g) Barking
- (h) The Board

7. MOTOR VEHICLES

- (a) Owners, residents
- (b) Parking Generally
- (c) Building "A" Parking Area Restricted
- (d) Parking behind F Building
- (e) Parking for Two Vehicles
- (f) Any violation
- (g) Vehicles left at Coakley Bay while owners are off-island:
- (h) Registration
- (i) Moving of a vehicle

8. ENTRY KEYS

- (a) Manager Provided with Keys
- (b) Penalty for Not Providing Keys

9. MAILBOXES

- (a) Generally
- (b) Dealings with USPS
- (c) Staff cannot handle keys
- (d) Receiving oversize or signature needed

10. TRASH

- (a) General
- (b) Contractors
- (c) Owners responsibility
- (d) Fines

11. RENTALS

- (a) Forms for both short term and long term rentals
- (b) The information to be furnished to the Manager
 - (c) Additional for Long-term Renters (more than 30 days)
 - (d) Emergency contacts
 - (e) Owner responsible for renters regardless of agent

12. HURRICANE SHUTTERS AND PREPARATIONS

- (a) Occupied units
- (b) Units unoccupied and unattended
- (c) Units unoccupied but under the continuous care of someone on island
- (d) Unoccupied units with open hurricane shutters

13. LAUNDRY FACILITIES

- (a) Tokens.

14. POOL

- (a) Hours
- (b) Use
- (c) Non-swimmers
- (d) Children under 12
- (e) Toddlers in diapers
- (f) Earphones only
- (g) Masks, snorkels, and individual rafts
- (h) No running or throwing
- (i) Glass containers prohibited
- (j) Bicycles, skates, and skateboards
- (k) (k) Only proper bathing attire

15. STORAGE SPACES

- (a) All structures are a part of the common properties.
- (b) Requests
- (c) Maximum of one storage space per unit
- (d) Manager to have keys
- (e) Waiting list
- (f) First come first serve
- (g) On Sale of Unit
- (h) Usage (i) A fee will be charged
- (j) Usage agreement

16. RELATIONS WITH THE STAFF

- (a) Generally
- (b) Staff working hours
- (c) No owner supervision
- (d) Manager proper official for comments
- (e) Owners may engage employees after working hours – Responsibility
- (f) Work by on-duty staff

17. INTERPRETATION & ENFORCEMENT

- (a) Generally
- (b) For problems or complaints.
- (c) Disputes
- (d) Fines

COAKLEY BAY RULES AND REGULATIONS

February 2018 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. Tiles must be approved by the Board of Directors prior to installation.

(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.

(c) Paint Color: Paint on gallery, ceilings walls and railings shall be the same color as the building's exterior walls.

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) 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 www.coakleybay.org](http://www.coakleybay.org)

(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 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 hut 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 lie. 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 he 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 (dog, cat, bird, fish) 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 he 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.

1. Exceptions: Owners/residents requesting exceptions to these rules based on ADA Regulations must present the animal's certification of training and a doctor's certification of need to the CB office and be on file in the unit's folder. Certifications must be from federally recognized agencies and follow the requirements as stated in the ADA Regulations.

- i. The animal must accompany the owner/resident at all times and not be left home alone.

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

(g) Barking. Owners/residents having a dog who habitually barks incessantly shall receive one (1) warning after which time will receive a fine (see Section 17, paragraph d).

(h) 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) Owners, residents and tenants are not permitted to have more than 2 vehicles on the property. Additional vehicles shall be towed from the property and the unit owners(s) shall be charged the towing fees plus a fine (see Section 17, paragraph d).

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

(c) 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.

(d) Parking behind F Building. Vehicles too long to allow access behind them for ingress & egress by other vehicles are not permitted to park in this area.

(e) Parking for Two Vehicles. If you have two vehicles, you may not park both of them in the premium (marked), close-in spaces at any time. One vehicle may park in a premium (marked) space and the other one may be parked in an over-flow area and not at another building's premium (marked) spaces. Buildings F & G (30 units) shall use the 6 over-flow spots by the trash cans. Buildings L, M & N (18 units) shall use the 4 overflow spots in front of N building. If you are occupying the two spaces listed above visitors/guests must park in less desirable/long term spaces.

(f) Any violations of the regulation is subject to one (1) warning after which the unit owner violating the rule is subject to a fine (see section 17, paragraph d. Owners are responsible for notifying their tenants of this regulation and are responsible for paying the fine should the tenant be in violation.

(g) Vehicles left at Coakley Bay while owners/residents are not in residence or off-island : Vehicles shall be parked away from the buildings in the lesser desirable/long term parking

spaces; spaces adjacent to the buildings are reserved for building occupants who are in residence/on-island. If the owner/resident is gone longer than one (1) week, the vehicle(s) must be moved to longer-term parking behind F building, or to a space by the lower end (nearest the entrance) of parking near the office. Any vehicle(s) left longer than one week without moving will be subject to being towed to a longer-term space and the unit owner(s) will be charged towing fees plus a fine (see section 17, paragraph d).

(h) Registration of vehicles.

1. Owner(s)/resident(s)/long-term tenants must register their vehicle(s) with the office within (48) hours of moving onto the property or taking possession of a unit. Owners/residents/tenants must complete a vehicle information sheets for each vehicle to be parked on the property. After one (1) warning failure to register shall result in a fine (see section 17, paragraph d).

(i) To permit the moving of a vehicle in an emergency

1. The Manager shall be furnished with a set of keys for each registered vehicle.
2. 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.

8. ENTRY KEYS

(a) **Manager Provided with Keys.** It is important for the safety of residents and the structural integrity of the facility 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. TRASH

(a) All trash shall be placed in trash bags, tied and put inside trash barrels. Any trash that does not fit into a tied trash bag and into the trash barrel must be taken offsite to the large trash containers at the fire station east of Coakley Bay (or other such approved location(s)).

(b) Contractors must carry any debris from work in a unit with them off the property. No contractor dump containers are allowed on Coakley property without the prior permission of the manager.

(c) The Owner is responsible for removing all debris from the property and returning the Common Areas to their original condition.

(d) Fines. Failure to comply with the above will result in a fine (see section 17, paragraph d).

11. RENTALS/LEASES

Coakley Bay units may be leased as the 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. Therefore, the following are the Rules and Regulations governing the Leasing process.

(a) *Administration of Rentals.*

i. Owner-Renter Registry.

1. The Coakley Bay Rental Coordinator shall keep and maintain a registry of Owners who anticipate Leasing their unit during the calendar year (the "Owner-Renter Registry"). Owners are prohibited from leasing their unit unless they are designated as an Owner-Lessor on the Owner-Renter Registry.

2. Each January, the General Manager or Rental Coordinator shall send out notice to all Owners requesting that they register their unit on the Owner-Renter Registry if they anticipate leasing their unit during that calendar year. Each Owner's Owner-Lessor status may be changed once per calendar year by delivering written notice to the General Manager or Rental Coordinator at leasing@coakleybay.org and by paying the \$300.00 administrative fee, per unit, per year.

3. In addition to maintaining an active list of Owners desiring to lease their units, the Owner-Renter Registry shall include a copy of all active Lease Agreements and information on all Leasee(s) actively occupying a unit on Coakley Bay property. Upon entering into a lease agreement (pursuant to Rule 11(a)(iii)) with a leasee, a Owner shall send a copy of the signed lease agreement to the Rental Coordinator at leasing@coakleybay.org.

ii. Coakley Bay Rental Coordinator. Coakley Bay shall contract with an individual or company on a part-time basis to oversee the administration rented Coakley Bay Units (the "Rental Coordinator"). The Rental Coordinator shall report directly to the General Manager and shall have the same rights as the General Manager with regard to entry into and management of units.

iii. Lease Forms.

1. All Owners desiring to lease their unit must enter into a Lease Agreement with the Leasee in a form approved by the Board. The approved Form Lease Agreements shall be available at the HOA Office, on the Association's website, and via e-mail upon request to the Rental Coordinator.

2. Upon entering into an agreement with a Leasee, the Owner (or Property Manager/Agent) shall deliver a copy of the signed Lease Agreement to the Rental Coordinator to be added to the Owner-Renter Registry. A copy of the

signed lease shall be delivered to leasing@coakleybay.org at least seven (7) days prior to the beginning of the lease.

iv. Use of a Property Manager/Agent. Owners are permitted to contract with a property management company or property manager for management of the rental of their Unit so long as: (a) the agent, management company and/or manager is licensed in the United States Virgin Islands as a Rental/Leasing agent, *AND* (b) the management company/manager/agent is on the list of management companies/managers/agents that have been approved by the Association. Owners are prohibited from contracting with management companies/managers/agents who are not on the list of approved management companies/managers/agents.

(b) Property Manager/Agent(s)

i. List of Approved Managers. The Rental Coordinator shall keep and maintain a list of approved property management companies, property managers, and agents (hereinafter “Managers”) that Owners are permitted to contract with for the management of the rental of their Unit. A Manager shall automatically be added to the List of Approved Managers upon approval of their Coakley Bay Property Manager/Agent Application. The list of approved managers shall be available via email upon request and shall be posted on the Coakley Bay office bulletin board. Property management companies/property managers/agents are prohibited from doing business at Coakley Bay unless/until they are included on the List of Approved Managers.

ii. Coakley Bay Property Manager/Agent Application.

1. The Association shall promulgate an application to be completed by anyone wishing to represent Coakley Bay Owners in the rental of their Unit. The application shall be available at the HOA Office, on the Association’s website, and via e-mail upon request to the Rental Coordinator.

2. Managers desiring to do business at Coakley Bay shall personally deliver a completed application to the Rental Coordinator along with a copy of their business license.

3. Upon receipt of the completed Application and all supporting documentation, the Rental Coordinator shall add the Manager to the List of Approved Managers, unless the application is rejected by a majority vote of the Board of Directors.

4. Property managers overseeing rentals at Coakley Bay shall pay an administrative fee of \$200.00 per unit per year. These fee shall be assessed on June 1st of any given calendar year and an invoice shall be sent to each individual property manager. Should any property manager fail to pay administrative fee within thirty (30) days of receipt of the invoice, they may be removed from the List of Approved Managers.

iii. Effect of Application Approval. Managers shall remain on the List of approved managers unless and until their approval is revoked by a majority vote by the Board of Directors. The Board of Directors may revoke a Managers approval for any reason, or for no reason.

iv. Revocation or Rejection of Manager/Agent. Should the Board of Directors vote to revoke the approval of a Property Manager/Agent and/or votes to reject the application of a Property Manager/Agent that Property Manager/Agent shall be prohibited from contracting with any Coakley Bay Owner for the management of the rental of their unit unless/until their Property Manager/Agent Application is approved pursuant to Rule 11(b)(ii).

(c) ***Violations of rental rules.*** Owners are responsible for the actions of their Leasee(s) and Property Manager(s)/Agent(s).

i. Owner violations.

1. Any Owner found to be leasing a Coakley Bay unit not listed on the Owner-Renter Registry shall be fined three-hundred dollars (\$300.00). Their unit shall then be added to the Owner-Renter Registry until the end of the calendar year.

2. Any Owner found to be contracting with or otherwise utilizing the services of a Property Manager/Agent not included on the List of Approved Managers shall immediately be fined fifty dollars (\$50.00), plus an additional fifty dollars (\$50.00) per day the Owner continues to contract with and/or otherwise utilize the services of the unapproved manager.

ii. Leasee violations. If a Leasee is found to be violating the Coakley Bay Rules and Regulations and/or the Rules for Leasee(s), the Owner from whom they are leasing the unit shall be fined fifty dollars (\$50.00) per violation per day that Leasee is in violation of the rules.

iii. Manager violations.

1. If a Property Manager/Agent is found to be managing units in violation of the Coakley Bay Rules and Regulations the manager shall be given a written warning. Should the Property Manager/Agent continue to manage units in violation of the Coakley Bay Rules and Regulations, the manager's inclusion on the List of Approved Managers may be revoked by a majority vote of the board of directors in accordance with Rule 11(b)(iv).

2. The Owner whose unit is being managed in violation of the Coakley Bay Rules and Regulations shall be fined fifty dollars (\$50.00) per violation per day the unit has been mismanaged.

iv. *Evictions.* Should any Leasee occupy a Coakley Bay Unit in violation of their signed lease agreement, Coakley Bay may bring an action for Forcible Entry and Detainer on behalf of the Owner whose unit has been leased, in accordance with the terms of the lease agreement.

(d) Rules for Leasee(s)

i. *Upon Possession.* Upon taking possession of the leased unit, all Leasees shall stop by the HOA Office to pick up and sign for a copy of the Coakley Bay Rules and Regulations as well as the Rules for Leasee(s) specific to Leasees of Coakley Bay units.

ii. *Rules.* All Leasees' shall follow all rules listed in both the Coakley Bay Rules and Regulations as well as the rules listed in the Rules for Leasees.

iii. *Owner Fines.* In addition to any fines or penalties levied against the Leasee, the Owner of a Leased Unit shall be fined fifty dollars (\$50.00) per day per occurrence of their Leasees' violation of the parking Rules and Regulations or the Coakley Bay Rules and Regulations generally.

12. 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. 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.
1. All hurricane shutters shall be closed for the entire period.
2. 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:

1. 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.
2. Should this action become necessary, the owner of each unit involved shall be charged a fee of \$250.

13. 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) Tokens** All washing machines and dryers are token-operated; tokens are available at the Office.

14. 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 (see section 17, paragraph d) 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 any and all music/media devices 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.

15. 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 "junk bin".

(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.

16. 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:

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

17. 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:

(b) For problems or complaints.

1.a Complaint Form which can be obtained from the website: www.coakleybay.org, will be completed and signed by the Unit Owner or Rental Agent of the complaining unit.

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

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

ii. that the matter will be referred to the Board in which case a response as to what will be done will be provided within 3 days after the Board is notified.

iii.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.

(c)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.

(d)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."

**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.