



Coakley Bay Association

5000 Estate Coakley Bay
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November 5, 2019

Re: New Rental Rules

Dear Coakley Bay Association Owner,

As many of you may know, the recent influx of refinery and recovery workers has placed quite a burden on the housing situation on the island. Coakley Bay has begun to feel the effects of this strain. In response to the increase in rental activity at Coakley Bay and the attendant stress on our systems and infrastructure, namely: water and sewer usage, parking, occupancy, noise, safety and a general need to know who is on the property; the board has elected to impose new rules regulating the rental process.

For the most part, the new rules simply affirm the existing rules and give management some tools for enforcement, while enacting some additional ones. The Rental Program will go into effect on January 1, 2020 and shall be managed by a newly-appointed Rental Coordinator. The program is mandatory for anyone wishing to rent their unit in the upcoming year and it will be strictly enforced. *

The program will operate as follows:

- Owners planning to rent their unit *at any point during the course of the year* must register their unit on the Coakley Bay *Owner-Renter Registry*, agree to the rules for renting, and pay a \$300.00 per unit fee per year.
 - Owners can register their unit on the Owner-Renter Registry by emailing the Rental Coordinator at Leasing@CoakleyBay.org
- Any Owners who wish to contract with a Property Manager may contract with any manager on the List of Approved Managers. The List of Approved Managers shall be available via email upon request or in the HOA office. Contracting with a property/rental manager not included on the List of Approved Managers is strictly prohibited.
- Owners may rent their units without the assistance of a property manager but are still bound by the rules of the program.

- All rentals must be memorialized in a written agreement, in a form approved by the management of Coakley Bay. The approved lease form is available online, by request via email, or in the HOA Office. A copy of the form lease agreement is also attached to this packet.
- Owners are responsible for the actions of their Managers and their Tenants. Violations of any of the Coakley Bay Rules and Regulations and/or the Rules for Renters will result in a \$50.00 fine per infraction per day.
 - The form Lease Agreement has a provision enabling Owners to pass these fines on to the Tenant. However, the owner is solely liable to Coakley Bay for the fine and the owner is solely responsible for seeking reimbursement from the tenant(s) and/or property manager.

We apologize if these changes cause any inconvenience or confusion but feel it is necessary to maintain the quality of life at Coakley Bay Condominiums.

Sincerely,

The Board of Directors
Coakley Bay Association.

* This letter is intended for informational and summary purposes only. In the event of a conflict between this Cover Letter and Rule 11 of the Coakley Bay Rules & Regulations, the Rule 11 shall control

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 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 wells 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.

COAKLEY BAY RULES FOR RENTERS

November 2019

The following Rules for Renters have been written and approved by the Coakley Bay Board of Directors, for Renters of a Coakley Bay unit. They will be administered by the Manager and enforced, when necessary, by the Board, its "Owners' Committee," and/or the owner of the unit from whom you are renting. Please help our community and yourself by becoming familiar with these rules and doing your best to comply with them. *

1. ANNOYANCES AND SUCH

(a) **General Cleaning.** 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 of the balcony where they could be blown onto someone else's gallery. Likewise, water from plant watering or mopping should not be permitted 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 9:00p.m. to 7:30a.m. on weekdays and 10:00p.m. to 10:00a.m. on weekends and holidays.

(c) **Maximum Number of Occupants.** Except for an occasional overnight guest of a Tenant renting a unit for 6+ weeks, the number of persons occupying any unit shall not exceed:

- i. Four persons in a two-bedroom unit, and
- ii. 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.

2. WATER & KITCHEN USAGE.

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

- i. potable water, which we use for cooking, drinking and washing; and
- ii. treated wastewater, which is used to flush our toilets and water the landscape. 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) **Water System Capabilities.** Our water treatment system is not capable of

* These Rules for Renters are intended to govern any Renter's occupancy of a Coakley Bay Unit. However, all Renters remain obligated to follow the Coakley Bay Rules and Regulations that apply to all owners/occupants of the community.

handling any of 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) **Garbage Disposals.** Use of kitchen garbage-disposals should be kept to a minimum. Whenever possible, the garbage can should be used instead.

3. **PETS.** Except for service animals, Renters are not permitted to keep a pet of any kind.

(a) **Service Animal Exception.** A Renter seeking a service-animal exception must present the animal's certification of training and a doctor's certification of need to the main office which shall be placed on file in the unit's folder. Certifications shall be issued by federally recognized agencies and follow the requirements as stated in the ADA Regulations.

(b) **Damage.** Animal owners shall be liable for any damage caused by their Animals.

4. **MOTOR VEHICLES & PARKING.**

(a) **Parking Pass.** A parking pass may be issued to a Renter of a Coakley Bay Unit by the Owner of that Unit. You *must* use a parking pass in order to park in any Coakley Bay Parking Lot. Any vehicle without a visitor pass or resident sticker will be booted and fined in accordance with the Coakley Bay Rules and Regulations.

(b) **Vehicle Limits.** There shall not be more than two (2) vehicles per unit on property, including the owners' vehicles.

(c) **Parking Spaces.** Vehicles shall be parked in marked parking spaces only.

(d) **Building "A" Parking Restrictions.** 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.

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

(f) **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 parked spaces. Buildings F & G (30 units) shall use the six over-flow spots by the trash cans. Buildings L, M & N (18 units) shall use the four 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.

5. **GARBAGE & REFUSE.** 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)).

6. **HURRICANE SHUTTERS & 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 mandatory that all hurricane shutters be closed and locked, and 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 lethal) flying missiles that have severely damaged other units. It is, therefore, the responsibility of each unit owner or renter to take such precautions as may be necessary to minimize the potential for hurricane damage. Any Owners or Renters 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 from June 1st to November 30th of each calendar year.

7. **LAUNDRY FACILITIES.** Laundry facilities are provided in the basements of buildings A, E, G, H, J and M. All washing machines and dryers are token-operated; tokens are available at the Office.

8. **Pool.**

(a) **Hours.** The pool shall not be used earlier than 6:30a.m. nor later than 8:00p.m. Any Pool use prior to 9:00a.m. shall be restricted to laps and/or exercise, with talking or other noise kept to a minimum. 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 \$100.00 to the Association will be assessed on each instance.

(b) **Use.** Renters’ use of the Pool area is restricted to Renters’ only. No guests of Renters shall be permitted to use the Coakley Bay Pool.

(c) **Verification.** Any Renter may be asked by a staff member, designated individual, or security person to verify their status verbally or by signing a sheet with their name, unit number and telephone number.

(d) **Pool Rules:**

- i. Non-swimmers must be accompanied by a swimmer.
- ii. Children under 12 years of age must be accompanied by a responsible adult
- iii. Toddlers in diapers are not permitted in the pool.
- iv. The operation of any and all music/media devices is not permitted unless earphones are used
- v. Masks, snorkels, and individual rafts are the only devices permitted in the pool.
- vi. 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.
- vii. Glass containers of any kind are prohibited.
- viii. Bicycles, skates, and skateboards are prohibited.
- ix. Only proper bathing attire (Bathing suits) is allowed in the pool.
- x. There is No Smoking allowed in the pool area.

9. INTERPRETATION & ENFORCEMENT.

(a) **Generally.** The enforcement of these Rules and Regulations is the responsibility of the Manager.

(b) **Filing Complaint.** 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, occupants may utilize the following process:

- i. A Complaint Form, which can be obtained from Coakley Bay Website, via email upon request, or in the main office, should be completed and signed by the Unit Owner, Rental Agent, or Renter 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 and how it has been addressed;
 2. that the Manager will address the problem to include a statement of the actions they intend to take; or
 3. 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 complainant may refer the matter to the Board which will have the final, unappealable right to determine the matter.

(c) **Disputes.** Any dispute arising from enforcement under this paragraph 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. The Board will have the final, unappealable right to determine the matter.

COAKLEY BAY CONDOMINIUM ASSOCIATION
LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) made and entered into this ____ day of _____, 20__, between _____ (“Landlord”), and _____ (“Tenant”), whereby Landlord leases to Tenant, a unit within the Coakley Bay Condominiums located on the Island of Saint Thomas, within the U.S. Virgin Islands, with a street address of **5000 Estate Coakley Bay, Christiansted, U.S. Virgin Islands 00820** (the “Premises”) upon the following terms and conditions.

1. **Property Description.** Subject to the terms and conditions set forth in this Agreement, Landlord leases to Tenants, and Tenants lease from Landlord, **UNIT ____** of the premises located at **5000 Estate Coakley Bay, Christiansted, U.S. Virgin Islands 00820.**
2. **Term.** This Lease shall commence at 12:01AM on _____, 2019, and shall expire at 11:59PM on _____, 2019.
3. **Rent.**
 - 3.1 **Initial Rent.** Tenant shall pay \$_____ as initial rent for the entire term of this Lease Agreement.
 - 3.2 **Remainder of Rent.** Upon conclusion of the Term, Landlord may send an invoice to Tenant for the remainder of the rent due under this Agreement. These additional rents shall be made up of repair costs necessitated by Tenants’ use or misuse of the property and/or fines levied against the Tenant for their violation(s) of the Rules for Renters or the Coakley Bay Rules and Regulations.
 - 3.3 **Due Date.** Tenant shall pay Initial Rent, in full on or before the 1st day of the Term. Tenant shall pay the Remainder of Rent within thirty (30) days of receipt of the invoice for additional rents.
 - 3.4 **Method of Payment.** Unless otherwise agreed upon by the parties, Tenant shall pay rent via check or money order. Checks or Money Orders are to be delivered to the landlord’s address listed in the addendum by or before the due date.
 - 3.5 **Late Payment.** Initial Rent is due, in full, prior to the commencement of the Term. No late payments shall be accepted. If the Remainder of Rent is not paid within thirty (30) days of receipt of the invoice for additional rents, there shall be a \$25.00 late fee + \$5.00 per day the Remainder of Rent remains unpaid.

- 3.6 **Returned Checks.** If Tenant's check is returned by the bank for insufficient funds, a "Stop payment" or any other reason, Tenant shall pay Landlord a returned check charge of \$50.00. The returned check charge shall be considered additional rents.
- 3.7 **Additional Rents.** Tenant agrees that all fees as listed above, returned check charges and any and all contractual fees shall be deemed additional rents.
4. **Termination and Renewals.** This Lease will terminate automatically upon expiration of the Term unless otherwise agreed upon by the parties, in writing. Should the parties agree to extend the Term of this Agreement, any extension shall be under the terms and conditions stated herein.
5. **Default and Landlord Remedies.**
- 5.1 The occurrence of any of the following shall be considered an Event of Default:
- 5.1.1 Tenant vacates the Premises before the end of the Term.
- 5.1.2 Tenant fails to pay Rent prior to commencement of the Term.
- 5.1.3 Tenant, their guests, or invitees, fail to comply with any term of this Agreement.
- 5.1.4 Tenant, their guests, or invites, fail to comply with the Rules for Renters and/or the Coakley Bay Rules and Regulations which shall be delivered to the Tenant prior to commencement of the term.
- 5.2 Upon the occurrence of an Event of Default Landlord may: sue any Tenant, or all of them, for damages; immediately terminate this Agreement; or take any other action permitted by law.
- 5.3 Damages shall include, but are not limited to, loss of rent, costs associated with repair or the need to re-enter premises and re-rent premises for the same or lower rent. Tenant shall be responsible for all expenses incurred by Tenant's default including attorney's fees, advertising fees, preparation for re-entering, and preparation for re-renting.
- 5.4 The Landlord is also entitled to any other legal remedy in addition to those set forth in this paragraph.
6. **Use of Property and Occupants.**
- 6.1 Tenant shall use the premises for residential purposes only and for no other purpose without Landlord's prior written consent.
- 6.2 No pets shall be kept at the premises.

6.3 The maximum number of occupants for the unit is _____. Under no circumstances shall the number of individuals residing at the Premises exceed this maximum.

7. **Tenant Covenants.**

7.1 **Rules for Renters.** Tenant shall comply with the Rules for Renters which shall be delivered to the Renter on, or prior to, the commencement of the Term.

7.2 **Assignment and Sub-Letting.** Tenant shall not assign this Agreement, sub-let, nor grant any license to use the Premises or any part thereof except with the prior written consent of Landlord.

7.3 **Local Laws/Ordinances.** Tenant shall comply with any and all laws, ordinances, rules, and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy or preservation of the Premises.

7.4 **Smoking.** Tenant shall not smoke in the building or on the premises of the property at any time.

7.5 **Nuisance.** Tenant shall not allow the playing of loud amplified music or other sounds on the Premises. Tenant shall not allow vermin or noxious smells, gases or chemicals to be present on the Premises. It is agreed that if Tenant shall not comply with these provisions, Landlord shall have, in addition to its other rights regarding Tenant's breach of the covenants of this Lease, the right to enter, or have Manager enter, upon the Premises and abate the nuisance, in which event Tenant agrees to pay to Landlord immediately upon demand all charges and expenses incurred by Landlord.

8. **Responsibility for Damages.** Tenant is jointly and severally liable with the other residents of the Premises for all Lease obligations. Tenant is responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this Lease, the Rules for Renters, or the Coakley Bay Rules and Regulations, or for the negligent or careless use of the Premises or any other party of the community. Excepting only ordinary wear and tear from normal usage, Tenant shall be solely responsible for damages to the Premises and the furnishings provided in the Unit. In addition, you will be jointly and severally liable for all damages to other shared areas of the condominium complex, and any furnishings provided in those shared areas. In addition, you are responsible for any damages of any nature that result from your usage or the usage of your guests to any of the Community amenities and any of the furnishings, systems or components located in or on the Community. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Your obligations to pay the charges described in this paragraph will continue after the expiration of the Term.

9. **Repairs.**

- 9.1 Landlord shall conduct or arrange for all repairs to be made on the Premises. Any repairs required as a result of Tenant's use or misuse of the property shall be made at Tenant's sole expense.
- 9.2 Tenant shall not alter, re-key, or install any locks to the premises or install or alter any burglar or other alarm system.

10. **Maintenance**. Tenant shall keep the premises clean, sanitary and in good condition and upon termination return the premises to Landlord in a condition identical to the that which existed when Tenant originally took occupancy. Tenant shall immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware.

11. **Improvements and Modifications**. Tenant shall not make any alterations, additions, improvements or modifications to the premises without the prior written consent of Landlord.

12. **Furnishings**. Premises will contain some furnishings, they are the property of the Landlord and are set forth below. They are accepted and need to be in the same condition at the end of the term of the lease, minus normal wear and usage.

12.1 Furnishings include, but are not limited to: Refrigerator, Stove/Oven, washing machine and dryer, and _____

_____.

13. **Landlords' Agent**.

13.1 Any rights or remedies of the Landlord contained herein may be exercised by an Agent of the Landlord, including but not limited to: inspection of the premises (§14), termination of this Agreement (§5.2), or the filing of a lawsuit against the Tenant for damages or for recovery of possession of the property (§5.2).

13.2 For the purposes of this agreement, the Coakley Bay General Manager and Rental Coordinator shall be agents of the Landlord. Landlord shall provide certification, in writing, to any other individual acting as an Agent of Landlord.

14. **Inspection of Premises**.

14.1 Landlord, or Landlord's Agent, may enter the Premises: in the event of an emergency; for the purpose of making repairs, additions, improvements or alterations; or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct inspections or to check for safety or maintenance problems. Except in the case of an emergency, Tenant's abandonment of the premises, court order, or where it is impracticable to do so, Landlord, or Landlord's Agent shall give Tenants no less than 24 hours' notice prior to any entry.

15. **Termination.** No termination of this Lease prior to the Expiration of the Term will affect Landlord's right to any and all Rent(s) due hereunder.
16. **Post Termination Obligations.**
 - 16.1 Upon termination of this Agreement, Tenant shall vacate the property. The property shall be considered vacated only after it is returned to Landlord in good order, repair and in a safe and tenantable condition.
 - 16.2 Tenant shall ensure that the Premises is clear of Tenants' belongings, the property is broom clean and the keys are returned to Landlord's residence by the date of termination.
17. **Tenant's Assumption of Risk.** Tenant acknowledges that Landlord has advised Tenant of the need to obtain and maintain appropriate and adequate insurance and Tenant agrees to look solely to the insurer of Tenant's person and property for recovery of any loss suffered by Tenant during the term, except from losses occurring directly and specifically due to Landlord's or Manager's gross negligence.
18. **Court Costs and Fees.** In any action or legal proceeding to enforce any part of this Agreement, the Landlord shall recover reasonable attorneys' fees and court costs.
19. **Waiver.** A breach or waiver of an obligation or right under this Agreement does not constitute a waiver of further rights or obligations thereunder, or the right to enforce any right, covenant, or obligation.
20. **Waiver of Jury Trial.** The Parties waive trial by jury on any action arising in any way from Tenant's tenancy and agree that a non-jury trial is the selected forum for adjudication of all actions arising from the tenancy, including but not limited to causes of action arising from contract and tort claims.
21. **Quiet Enjoyment.** Tenant, upon payment of all of sums, performance of all obligations, and observance of all rules and regulations referred to in this agreement, shall and may peacefully and quietly have, hold, and enjoy the Premises for the Term of the lease.
22. **Taxes:** Landlord will pay all taxes associated with the premises, including but not limited to property taxes.
23. **Amendment.** This Agreement may be amended only with the prior written consent of both parties.
24. **Severability.** If any provision of this Agreement for any reason and to any extent should be invalid or unenforceable, that provision shall be stricken and the remainder shall be enforced to the maximum extent permitted by law.

- 25. **Venue.** Any disputes arising under this Agreement shall be heard by a court of competent jurisdiction on the Island of St. Croix, U.S. Virgin Islands.

- 26. **Governing Law.** This Agreement shall be governed, construed, and interpreted by the Laws of the Territory of the United States Virgin Islands, and Tenant hereby agrees to be subject to the jurisdiction of the Superior Court of the Virgin Islands with respect to any claim by Landlord hereunder. Any legal action arising from this Lease Agreement shall be tried in the Judicial Division where the Premises are located.

- 27. **U.S. Dollars.** Any reference to dollar or “\$” in this Agreement shall mean U.S. currency.

- 28. **Entire Agreement.** This Lease Agreement and Addendum are the entire agreement between the parties. They supersede all prior agreements or statements, whether written or oral.

- 29. **Notice.** All given pursuant to this Agreement shall be in writing and served in accordance with state law. Where notice requirements are not spelled out by law, notices shall be hand delivered or sent via certified mail. Landlord shall be notified at the address in the Addendum; Tenant shall be notified at the address of the leased Premises. A party shall be considered notified upon receipt of notice.

- Landlord/Owner

(date)

- Tenant

(date)

ADDENDUM

Landlord Address:

Unit ____, 5000 Estate Coakley Bay,
Christiansted, U.S. Virgin Islands 00820

Landlord Contact Info:

Phone: _____
Email: _____

Checks Payable to:



Coakley Bay Association

5000 Estate Coakley Bay
Christiansted, VI 00820-4598
Phone: 340.773.9600 • Fax: 340.773.1772
Email: office@coakleybay.org

I, _____, occupant of Coakley Bay Unit _____, hereby acknowledge receipt of the following documents:

1. Cover Letter summarizing new rental rules;
2. A copy of the newly enacted **Rule 11 – Rentals** which is set to take effect on January 1, 2020;
3. A copy of the form lease agreement which is to be used for any and all rentals of Coakley Bay units, beginning on January 1, 2020; and
4. A copy of the Rules for Renters – a separate set of rules to be delivered to any Renter of a Coakley Bay Unit.

I understand that the Coakley Bay Board of Directors has passed a new set of rules governing the rental/lease of a Coakley Bay Unit. I understand that these rules are set to take effect on January 1, 2020. Finally, I understand the penalties associated with my failure to comply with any of the rules stated therein.

Date: _____, 2019

[signature]