# Coakley Bay Association

## Rules and Regulations

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: https://www.fcc.gov/media/over-air-reception-devices-rule.

   (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.

4. Please note that only the paved walkways as indicated on the Property Map are maintained by Coakley Bay staff. Maintenance access areas along the bases of buildings and through the bush are not maintained and travel on them is at your own risk.

(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: Tiling of walkways is not allowed.

(b) Security Grates: Security Grates are not permitted on windows and doors except in the case of galleries that are easily accessible from the ground (e.g. Unit C-4). Security Grate installation in those circumstances must be approved by the General Manager prior to installation.

(c) Paint Color: Paint on gallery ceilings, gallery walls, and gallery railings shall be the same color as the building's exterior walls. Owners should contact the office for paint color information.

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.

(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 General Manager for approval prior to installation.

(j) Air conditioning units which vent onto a gallery may be replaced with a ductless or "split" unit. The outside condenser unit must be installed in an unobtrusive manner, and must be wholly contained within the gallery of that owner. Units installed on the ground prior to 2009 are grandfathered in. However, if these units are replaced, they must conform to the placement requirement of this rule. Prior to installation, the General Manager must approve the project on the "Request for Approval of Improvements" Coakley form.

(k) In-wall Air Conditioner Replacement. It is the responsibility of the HOA to maintain the structural integrity and appearance of the outside building structures. Accordingly, no new through-the-wall air conditioners requiring new wall openings are allowed. Those units currently having an in-wall air conditioner may replace it only with an air conditioner of the same size with no modification (enlargement) of the hole. Preferred replacement is with a split unit with the compressor placed on the gallery, not the front wall of the unit. When repairing the wall after removing the old in-wall unit, cement block must be used to fill the void and not wood.

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 "Quiet Time" is defined as daily between 10 pm and 8 am. No loud noise, music, voices, or other noise which disturbs your neighbors is allowed during the "quiet time." At all times, noise level from radios,

stereos, TV's, music must not disturb your neighbors, and voices must be kept to reasonable levels.

(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 & WASTEWATER.**

(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-occupied unit may have one pet dog or one pet cat. A pet cat is permitted to be outside without a leash and without supervision. A pet is defined as a domestic animal, not including snakes, chickens, spiders, etc. Pet birds and aquarium fish who never go outside are permitted.

(b) Dog Rules. A dog while outside its unit on Coakley Bay property must:

1. Be on a leash controlled by a person.

2. Bear a tag showing the name and unit number of its owner (recommended).

3. Promptly have its feces picked up, bagged, and placed in a refuse can.

4. Not be allowed in the restaurant or pool area.

5. Not cause damage or injury (owner is liable for damage and/or injury incurred).

6. Not present a nuisance by habitually barking (in or out of unit); one warning will be issued. If behavior continues, the owner will receive a fine(s). See Section 17, paragraph d.

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

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

(d) Feral/Community Cats. Coakley Bay voluntarily participates in the TNVR (trap, neuter, vaccinate and return) program for feral cats. The cat colonies at Coakley are fed only at designated feeding stations by designated volunteers, away from condo entrances, stairs and landings and in low-traffic areas. Cats are NOT to be fed outside the condo doors, in the parking lots by cars, or by persons not designated by the Board of Directors. Maintaining the health of these colonies is provided by Coakley volunteers who oversee the cats, including feeding and TNVR with local veterinarians. Cats that have been neutered can be identified by noting one ear (usually left) has been “tipped” and is less pointed. These neutered cats provide rat control, cat population control and protect the property from other feral cat groups.

(e) The Board of Directors (BOD) shall have the right to require removal from the Coakley Bay property any pet that has become a nuisance, loud or a disturbance. Pets other than a dog, cat, fish or a bird must be approved by the BOD prior to bringing them to Coakley property. Violations will receive one warning. If violation continues, the owner may be fined (See Section 17, Paragraph d).

7. **MOTOR VEHICLES.**

(a) Owners are not permitted to have more than 2 vehicles on the property. Renters and tenants are permitted to have one (1) vehicle only unless they have a long-term lease of six (6) months or more, then a maximum of two (2) vehicles are permitted. Primary vehicles will be identified by a YELLOW parking pass on the dash and may park in spaces with a painted yellow triangle in the parking lot for building of residence. If no primary space is available, white triangle or unmarked spaces may be used. Secondary vehicles will be identified by a BLUE parking pass on the dash and may park in spaces with a painted white triangle. If no white triangle space is available, unmarked spaces for building of residence may be used. Additional vehicles shall be towed from the property and the unit owner(s) shall be charged the towing fees plus a fine (see Section 17, paragraph d).

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

(c) Building "A" Parking Area Restriction. The parking area adjacent to Building A is reserved at all times for the occupants of Buildings A, B, and C. Restaurant patrons 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 and 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 yellow marked, close-in spaces at any time. One vehicle may park in a premium yellow marked space and the other one may be parked in an over-flow white marked or unmarked space, but not at another building's marked spaces.

Buildings F & G (30 units) shall use the 5 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 two spaces listed above, visitors/guests must park in less desirable/long-term spaces.

(f) Any violation 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 3). Owners are responsible for notifying their tenants of this regulation, providing the window parking pass and 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 less 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 in a primary spot without moving will be subject to being towed to a longer-term space and the unit owner(s) may be charged towing fees plus a fine (see section 17, paragraph d).

(h) Registration of vehicles. Registration of vehicles. Owner(s)/resident(s)/long-term renter(s) must register their vehicle(s) with the office within 2 business days of moving onto the property or taking possession of a unit. Owners/residents/renters must complete a vehicle information sheet 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 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) General Manager Provided with Keys. It is important for the safety of residents and the structural integrity of the facility in an emergency that the General 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 for such purposes as to: access utilities, check hurricane preparedness, perform maintenance or repair of the interior or exterior of a building. Therefore, the owner of each unit shall provide the General Manager with one set of entry keys.

(b) Allowed/Not allowed.

1. You may have a lock with push button entry only if you have a key entry as well. Most push button locks use a key if the push button fails. The key must override the push button code.

2. If you have a push button lock with no key entry, you are in violation of the Rules and Regulations and the lock must be replaced immediately, at your cost. A new lock must be installed and a key must be provided to the General Manager.

3. Push button locks normally use batteries to operate the slide mechanism. Batteries fail or die, and then you can’t enter the unit. Therefore, providing the office with the push code to use in lieu of an actual key is NOT acceptable and you are in violation of the Rules and Regulations.

4. Lock boxes on the railing or entrance area are acceptable for personal use or if you rent your unit, for renters to gain access. This option is NOT an acceptable replacement of the required set of entry keys that need to be provided to the General Manager, as we can’t trust your key will be in the box.

5. Penalty for Not Providing Keys.

    a. 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 $150 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 $150 fee to the Association.

b. New Ownership. It is the responsibility of all new owners to provide the General Manager a set of keys to their unit within 30 days of taking ownership of the unit. The above-mentioned penalties will apply.

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) Generally. 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 locations).

(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) Owner responsibility. The Owner is responsible for removing all debris from the property and retuning 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.**

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. This includes the review of the Rules and Procedures for Rental Units and Property Managers document and the completion of an Occupancy Questionnaire both on the website. Therefore, the

following are the Rules and Regulations governing the leasing process for units that are rented.

(a) Administration of rentals.

1. Lease Forms. All Owners desiring to lease their unit must enter into a Lease Agreement with the Lessee which provides, “The Lessee must read and become familiar with the Coakley Bay Rules and Regulations (this document), including the Coakley Bay Renter Rules, all of which are posted on the Coakley Bay website and available at the HOA Office, and the Lessee must strictly comply with all provisions of those documents that apply to the Lessee, the Lessee’s rental of a condominium unit at Coakley Bay, the Lessee’s activities both within the unit and outside the unit at the Coakley Bay condominium property, including, without limitation, provisions relating to noise, cleanliness, courtesy toward others, disposal of wastes, parking regulations, and responsibility for and control of all persons either occupying or visiting the unit being rented. Lessee is hereby put on notice that a violation of any provision of such documentation relating to the Coakley Bay condominium complex may, in the sole judgment of the Owner of the unit being rented, or of the Board of Directors or management of Coakley Bay condominium, result in the termination of the Lease and the obligation of the Lessee to vacate the unit. The documentation relating to the Coakley Bay condominium posted on its website shall prevail over any provision of the Lease under which the Lessee rents a condominium unit at Coakley Bay, to the extent that there is any inconsistency between them.” This language may either be incorporated within the body of the Lease or within an addendum to the Lease, but the document including this language must be executed by both the Owner and the Lessee.

2. Owner-Renter Registry.

   The Coakley Bay Rental Coordinator or Office Manager 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. Rental-Owners may not advertise that a two bedroom unit can accommodate more than four people, nor advertise that a three-bedroom unit can accommodate more than six people. A three bedroom unit that has been converted to two bedrooms is still considered to be three bedrooms for purposes of this regulation. This includes advertisements privately by the owner, or commercial rental listing services such as VRBO, AirBnB, etc. Each January, the Office Manager shall send out notice to all Owners requesting that they register their unit on the Owner-Rental 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 Office Manager at OfficeManager@CoakleyBay.Org and by paying an administrative fee per unit per year as follows:

a. any Owners intending to rent or lease their units on a long-term basis (more than 91 days) shall pay an administrative fee of three hundred dollars ($300.00) (per unit) per year;

b. any Owners intending to rent or lease on a short-term basis (less than 91 days) shall pay an administrative fee of five hundred dollars ($500.00) (per unit) per year. In addition to maintaining an active list of Owners desiring to lease their units, the Owner-Rental Registry shall include a copy of all active Lease Agreements and information on all Lessee(s) actively occupying a unit on Coakley Bay property. Upon entering into a lease agreement (pursuant to Rule 11(a)(iii)) with a lessee, an Owner shall send a copy of the signed lease agreement to the Office Manager at OfficeManager@CoakleyBay.Org. In addition to the above, an Occupancy Questionnaire, (link above) must be completed and turned into the Coakley Bay Office Manager. Rentals must be for five (5) nights or longer. The Board reserves the right to review and amend the Term Minimums at any time as deemed necessary to protect the interests of the Association and its members. All owners who rent must obtain a US Virgin Islands business license. This includes short term rentals (91 nights or less which are required to pay hotel tax) and long-term rentals (91 nights or more which do not require hotel tax). This license must be renewed and a copy turned into the office annually.

c. Owners who rent must provide to the Coakley Bay office a copy of the fire certificate that is issued when an owner obtains a business license. This fire certificate is issued after the unit is inspected under current USVI fire code regulations.

d. Owners who rent must carry an HO-6 insurance policy of at least $300,000. A copy of this policy showing the coverage must be turned in with the other forms required above.

3. Coakley Bay Rental Coordinator.

Coakley Bay may contract with an individual or company on a part-time basis to oversee the administration rented Coakley Bay Units (the “Rental Coordinator”). Otherwise, the Office Manager will perform the duties.

(b) Property manager/agent(s).

1. Managers desiring to act as agent for an Owner of a condominium unit at Coakley Bay with regard to the rental or leasing of such unit shall, in addition to fully completing and providing all information or documentation required by the Coakley Bay application to be included on the List of Approved Managers, and submitting the completed application at the HOA Office, shall in conjunction there with, personally deliver to that Office a professional real estate broker license issued by the Virgin Islands Department of Licensing and Consumer Affairs, currently valid and effective, for the purpose of photocopying such license by the Office and including within its records together with the Manager's completed application. It shall be the responsibility of all Managers seeking either to be included on the List of Approved Managers, or to continue such inclusion, to timely submit to the HOA Office their current valid and effective real estate broker license issued by the Virgin Islands Department of Licensing and Consumer Affairs. If the Manager operates through or in conjunction with a firm, the individual shall present both his personal license and the license issued to the firm.

2. Property managers overseeing rentals at Coakley Bay shall pay an administrative fee of $200.00 per unit per year. These fees shall be assessed on January 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. A Manager shall be placed on the List of Approved Managers by action of the General Manager. An approved Manager shall remain on the List unless and until his or her approval to be on the List is revoked by a majority vote of the Board of Directors. The Board of Directors may revoke the placement of a Manager on the List for:

    a. Failure to file a completed application with all documentation required thereby or failure to file a renewal application in the event this is required by the HOA Office.

    b. Failure to provide a current valid real estate broker professional business license issued by the Virgin Islands Department of Licensing and Consumer Affairs for purposes of copying by the HOA Office for keeping with the application.

    c. Flagrant or intentional violations, or participating in or encouraging such violations, of the Coakley Bay declarations of condominium, the Coakley Bay bylaws, or the Coakley Bay rules and regulations including the regulations for renters, posted on the Coakley Bay website.

d. In the event of being informed of a violation or violations, failure to take prompt and appropriate action to cease and/or avoid such violations in the future.

e. Persistent failure to abide by any rule and regulation, especially those relating to rental matters, or persistent failure to comply with reasonable requests of Coakley Bay management or its Board of Directors relating to the Manager's duties and activities relating to their property management or other activities on the property.

(c) Violations of rental rules.

To ensure compliance with the Association's Governing Documents, and the Rules and Regulations, the following enforcement procedures shall apply to violations occurring at Coakley Bay.

1. Violations. The following shall constitute a violation of these rules:

   a. Failure to submit required forms or provide required documentation;

   b. Failure to follow occupancy, environmental, or disclosure rules;

   c. Failure to ensure renter compliance.

2. Enforcement Process.

   First Notice: A written notice of the violation shall be issued by the General Manager. The notice shall be sent to the Property Manager (if applicable), and the Unit Owner of record. The notice will identify the specific violation and reference the applicable Governing Document or Rule being violated and request that the violation be corrected immediately. This notice serves as an opportunity to correct the matter without penalty.

   Second Notice: If the violation is not corrected within 30 days of the First Notice, a second written notice shall be issued by the General Manager. The notice shall be sent to the Property Manager (if applicable), and the Unit Owner of record. The notice will identify the specific violation that has not yet been corrected. The letter will require the violation must be corrected within 21 days from the date of the Second Notice. Failure to comply may result in a $50 per day fine until the violation has been corrected, and the Property Manager's approval may be revoked.

Third Notice: If after 21 days from the Second Notice the violation has still not been corrected, a third written notice (Final) of the violation shall be issued by the General Manager. The notice shall be sent to the Property Manager (if applicable), and the Unit Owner of record. The letter will notify the owner a $50 PER DAY fine will be assessed to the unit beginning (10) days from the date of the Third Notice. In addition, the Property Manager's approval will be revoked and any future bookings will be voided.

3. Repeated offenses. For each violation in any calendar year, the Association may take the following Enforcement actions:

   a. First Violation: Written notice issued to Property Manager and/or Owner sent by the General Manager, identifying the violation and requesting ii.

   b. Second Violation: Written notice issued and Notice of Suspension upon additional violation sent to Property Manager and/or Owner;

   c. Third Violation: Property Manager suspended from future bookings.

4. Appeals and Removal. Suspended Property Managers may appeal to the Board for reinstatement. During any appeal, Owners may self-manage rentals or use another approved Property Manager. Suspended Property Managers may re-apply to be included on the list of approved Property Managers the following year.

5. Immediate Removal. For serious violations of the rules (including but not limited to: safety violations, illegal activities, unauthorized commercial use, or repeated material breaches of these rules, the Board may suspend Property Managers without prior notice to the Property Manager or Owner.

6. Owners of the Property, Managing their Units. All enforcement protocols 1 through 4 apply to owners who are acting as property managers.

12. **HURRICANE SHUTTERS AND EMERGENCY PREPARATIONS.**

(a) Personal Generators. Small personal generators for emergency use only are allowed only after written approval from the General Manager and written owner agreement to all of the policies and safety measures set forth by Coakley Bay Association. Policies and safety measures include:

1. The owner must Complete the "Request for Approval of Generator form" on the website and submit form to the General Manager for approval prior to using a personal generator

2. Generator can be powered by or any combination of gasoline, propane or Solar power

3. Generator must be no louder than 70 decibels, EPA III and CARB compliant

4. Generator must be equipped with a CO Shutdown Sensor (if applicable)

5. Generator must be outside on gallery or exterior to the unit during usage

6. Generator may ONLY be used when onsite backup generator is inoperable

7. There must be a power outage greater than 1 hour to use personal generator

8. Gasoline must be stored in a proper container and not stored in a unit longer than 30 days

9. A working fire extinguisher must be available

10. Proof of personal liability insurance coverage needs to be provided by the owner to the General Manager ensuring adequate coverage should an incident occur involving the use of the generator

11. Generator may not be operated during Coakley Bay designated quiet time

(b) Hurricane Shutters and Emergency 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 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:

1. Occupied units

   a. Pre-Season Preparation. All owners and occupants are strongly encouraged to test and verify that all hurricane shutters are fully operational at the beginning of each hurricane season (June 1) and periodically throughout the season. Shutters should be opened and closed to ensure they operate smoothly and can be secured without difficulty.

      Waiting until a storm is approaching can create unnecessary delays, particularly if shutters are stuck, damaged, or require maintenance. Early testing allows sufficient time to arrange repairs so that units can be secured quickly when needed.

      Owners should also familiarize themselves and any renters or guests with the proper operation of the shutters and ensure access to any required keys, cranks, or locking mechanisms.

   b. Storm Approach Procedures. On the approach of a hurricane, occupants (owner or renter) are encouraged to begin preparations early and “button up” their unit as conditions warrant.

      It is recommended that this process begins when winds rise to approximately 35 mph.

      Shutters must be closed and secured if:

      i. Wind speeds reach 45 mph, OR

      ii. A hurricane (Category 1 or higher) is predicted by the National Hurricane Center to reach St. Croix within 36 hours

      iii. Failure to comply, may result in a $250 fine, if the Association is required to close an owner’s shutters The Association understands that units may become uncomfortable if shutters are closed too early due to reduced airflow and the inability to operate air-conditioning during storm conditions. Therefore, occupants are encouraged to remain prepared to secure their unit quickly, while maintaining reasonable ventilation and comfort until conditions require full closure of shutters.

      To assist with this, occupants should:

      i. Keep shutters fully operational and ready to deploy quickly

ii. Avoid placing furniture or obstructions that block shutter access

iii. Monitor official weather updates regularly as storms approach

iv. Plan ahead so shutters can be secured promptly once conditions warrant closure

Early preparation combined with properly functioning shutters will help ensure units can be secured quickly without requiring occupants to remain unnecessarily confined in hot or humid conditions.

2. Unoccupied units

   a. Owners shall use the “Homeowner Info Collection Sheet” on the Coakley Bay website under “Owners Section” to provide the General Manager with the name, email, and telephone number of the person with whom they have arranged to be responsible for closing the shutters on their unit for an impending hurricane.

   b. In the event of winds reaching 45+ mph OR a hurricane (Cat 1+) is predicted within 48 hours by the National Hurricane Center (https://www.nhc.noaa.gov/), all hurricane shutters shall be closed.

3. All units

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

   b. The General Manager shall have the right but not the duty to close the shutters and clear the entryways and galleries of any noncomplying occupied or unoccupied unit.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, and J. 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.

All washing machines and dryers are coin operated, using quarters only. The Coakley office may be able to make change during regular operating hours. The office will only have $10 rolls of quarters available to exchange for bills.

14. **POOL.**

(a) General. There is no lifeguard on duty. Swimming and use of the fenced pool area is at your own risk. Pool depth is 3 feet deep in the shallow end, 5 feet deep in the middle, and 7 feet deep in the deep end.

(b) Hours. The pool shall not be used earlier than 6:30 am nor later than 8 pm daily. It shall be used 6:30 am to 9 am only for laps/exercise, with minimal talking or other noise. From 9 am to 8 pm general swimming is permitted.

(c) Use. The pool area is available for Coakley Bay residents, staff, renters and their guests only. To verify eligibility, any person in the pool area may be asked to identify themselves and the Coakley unit they are staying in.

(d) Access. The fenced pool area is gated and controlled by magnetic locks that require swipe cards to gain access and to leave. Each Coakley unit has its own pool swipe card. Cards may be obtained at the Coakley Bay office during business hours. The replacement cost for a lost or damaged card is $25.

(e) General Rules.

1. Non-swimmers must be accompanied by a swimmer to enter the pool.

2. Children under 12 years of age must be accompanied and supervised by a responsible adult.

3. Children/infants in diapers are not permitted in the pool.

4. Earphones/earbuds only. The operation of radios, tape decks, CD players or any music/media device is not permitted unless earphones are used.

5. Masks, snorkels, swim support floats and individual rafts are the only devices permitted in the pool.

6. No running or throwing. There shall be no running, throwing of balls or other objects, or boisterous play of any kind in the fenced pool area.

7. No glassware or glass containers of any kind is permitted in the fenced pool area.

8. Bicycles, skates, skateboards and similar devices are prohibited in the fenced pool area.

9. Only proper bathing attire (swimsuit) is allowed in the pool. No diapers or street clothing are allowed in the pool.

10. Pets/animals are not permitted in the pool area.

11. No smoking is permitted in the pool area.

12. Persons with open sores, cuts or a communicable disease may not enter the pool

(f) Violations and Fines. Persons (owners/staff/renters/guests) in violation of these rules may be subject to a $50.00 fine per person per incident that will be billed to the unit owner. If it is necessary to call Coakley staff to respond to a before or after hour pool usage, the cost of that response plus a fine of $50.00 to the Association will be assessed to the unit owner.

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 General Manager.

(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.

(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. **DEEDS REQUIRED TO BE ON FILE.**

Property deeds are required to be on file in the office within sixty (60) days of taking ownership of the property. Any units without a deed on file will receive a 10 DAY NOTICE of Non-Compliance of the Rules of the Regulations, have 10 days to submit the deed or a daily fine of $50 (Fifty Dollars) will be assessed starting on day 11 and assessed daily until the deed is received. Any changes to the deed (Name, Trust, Business, etc.) must be submitted to the office within 10 days of the change or fines will be retroactive to the date the deed was filed at the Recorder of Deeds office. The Office shall have NO authority to removed or adjust a fine as this is the sole duty of the Board of Directors. Fines based on By Laws Article XII, Item 3, beginning on Line 1146.

18. **HOA PAYMENT DUE DATE AND LATE FEES.**

(a) Statements are sent out between the 20th -22nd of the previous month and payments are due in FULL on the 1st day of the month with a grace period until the 5th by 5:00pm (ast). All payments received after the 5th will be considered late, and will be assessed a $50 late fee PER DAY until the outstanding balance is paid in full. (if the 5th falls on a weekend or USVI holiday, late fees will not commence until the next business day).

(b) Effective June 18, 2025, Coakley Bay now offers ACH payments as another form of paying HOA payments for owners. You must sign up through the Bill and Pay portal link. (If you have not yet received a link, send an email to the office to request the link to be sent to you). Please be aware, if your ACH payment is returned for any reason, an administrative fee of $25 will be added to your account and your payment will be considered late. A late fee of $50 will be retroactive to the 5th of the month and will be assessed PER DAY until the balance is paid in full.

(c) Owners may continue to drop off their HOA payments to the office or use the afterhours HOA drop off box. For owners who choose to mail a check either through your financial institution or directly, please adjust your mailing accordingly to ensure your check will arrive no later than the 5th of the month to avoid any late fees. Please be advised, any delays caused by the USPS will not prevent fees from being assessed.

(d) The Office shall have NO authority to remove or adjust a late fee that is the sole duty of the Board of Directors. Fines based on By Laws Article XII, Item 3, beginning on Line 1146.

(e) In the event that a paper check submitted by a unit owner is returned, rejected, or otherwise not honored by the issuing financial institution for any reason, an administrative fee of $25 AND a $50 returned check fee will be assessed and charged to the unit owner's account. If a unit owner has two (2) returned checks consecutively, the Association will no longer accept paper checks from that owner. At that time, the owner will be required to submit all future payments via ACH using the Bill and Pay portal. This will ensure timely and secure processing of payments and minimize administrative costs associated with returned payments.

19. **EXTERMINATING SERVICES.**

(a) Monthly Extermination Service. Each Unit shall receive monthly extermination service. The cost of this service is included in the Unit Owner's monthly HOA assessment. The Coakley Bay Condominium Association has contracted with a licensed pest control company to perform this service each month. The service schedule is available on the website under the "Owner's Section" tab. A Coakley Bay employee will accompany the pest control technician during service visits.

Exemptions shall be allowed upon request, however an owner must send an email directly to the Board of Directors detailing their concerns AND provide supporting documentation that appropriate action will be taken to avoid infestations at their and their neighbors' units. For no appropriate action taken may result in the assessment of fines.

PLEASE NOTE: This refusal does not waive the Association's authority to require treatment if an infestation or health/safety concern arises. The Association reserves the right to take corrective action as permitted under its Governing Documents and within the laws of the USVI. This Agreement does not limit the Association's enforcement authority

(b) Additional Pest Concerns. If a Unit Owner experiences pest issues requiring treatment beyond the regularly scheduled monthly service, the Owner shall notify the Association office so that the pest control provider may be contacted to schedule an additional appointment as necessary.

(c) Use of Alternate Pest Control Provider.

1. A Unit Owner may request approval from the Board of Directors to use an alternative licensed pest control company in lieu of the Association's contracted provider.

2. Board approval must be obtained in advance.

3. All costs associated with the alternate provider shall be paid solely by the Unit Owner.

4. No credit or reduction in HOA assessments will be provided for opting out of the Association's contracted service.

5. The Unit Owner must provide a copy of a monthly invoice or proof of service to the Association office to verify ongoing treatment.

(d) Refusal of Service. Monthly extermination service is considered essential to maintaining a pest-free environment throughout the community. If a Unit Owner declines participation in the Association's contracted service and does not retain an approved alternative licensed pest control provider, the Owner shall be required to sign a written waiver acknowledgment form confirming that no pest control service is being utilized within the Unit. The Owner further acknowledges that failure to maintain regular pest control service may create conditions that affect neighboring Units or the Common Elements.

(e) Responsibility for Resulting Infestation. If the Association determines a pest condition affecting adjacent Units or Common Elements has resulted from a Unit Owner's declination pursuant to (d) above (or any other failure to maintain regular pest control service through a licensed provider), the Owner shall be responsible for all additional costs incurred by the Association in remedying the infestation, in accordance with the Governing Documents.

20. **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 requesting assistance from the Association or enforcement of alleged violations of these Rules and Regulations. Owners 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 of the complaining unit.

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

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

   b. 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.

   c. 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 disputes 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.

(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. (Tankless models will last longer).

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, Section 3 for requirements relating to unit Alterations.