Coakley Bay Association

Rules for Renters

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, 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 he 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:
      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.

2. **WATER & KITCHEN USAGE**

   (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 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 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 complete the Service Dog Application request form found on the website. This form is subject to review and approval by the General Manager. Approval MUST be granted PRIOR to any renter arriving with a service dog.

   (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**. Renters and tenants are permitted to have one (1) vehicle only unless they have a long-term lease of six (6) months or more.

   (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**. (Applies to leases six (6) months or more) 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. Primary vehicles will be identified by a YELLOW parking pass on the dash, and secondary vehicles will be identified by a BLUE parking pass on the dash. 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 he 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.

8. **POOL**.

(a) **Hours**. The pool shall not be used earlier than 6:30a.m. nor later that 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**:

1. Non-swimmers must be accompanied by a swimmer.
2. Children under 12 years of age must be accompanied by a responsible adult
3. Toddlers in diapers are not permitted in the pool.
4. The operation of any and all music/media devices is not permitted unless earphones are used.
5. Masks, snorkels, 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 pool area.
7. Glass containers of any kind are prohibited.
8. Bicycles, skates, and skateboards are prohibited.
9. Only proper bathing attire (bathing suit) is allowed in the pool.
10. 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 Complaints**. 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:

1. 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.
2. The General Manager will respond within 2 business days with an informal statement that:
    a) the problem has been addressed and how it has been addressed;
    b) that the Manager will address the problem to include a statement of the actions they intend to take; or
    c) 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.
3. 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.

(d) **Fines**. 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." The Owner shall be given a 10-day written notice thereby affording him or her the opportunity to be heard, with or without counsel, and to cross-examine witnesses, with respect to the violation(s) asserted.