

RULES

Condominium Living

Condominium living is a unique experience, quite different from owning or renting a single dwelling. If engaged in properly, and with full respect of others, it can be a particularly enjoyable experience. As in other relationships, rules, regulations and guidelines are necessary to fully define the rights and responsibilities of all parties. To assist in making Eagle Bay I living a positive and pleasant experience for all, the Board of Administrators of the Eagle I Bay Homeowners Association has prepared this document. It should be read carefully and viewed as one means of helping to preserve the investment of owners and renters alike, while contributing to a positive community life at Eagle Bay.

Responsibilities

Owners: All owners are responsible for adhering to the rules and regulations as defined in this document and in the By Laws of the Eagle Bay Homeowners Association. Owners are also responsible for the conduct of their families, guest, and renters.

Absentee Owners: Absentee owners have the additional responsibility of being certain that all the rules and regulations are followed, on their behalf, by those to whom they have delegated authority and responsibility including family, guests, rental agents and renters.

Renters: By signing a rental agreement and accepting the keys to a unit, each renter assumes responsibility for adhering to the rules and regulations of the Eagle Bay Homeowners Association as they apply to renters. In general, all rules and regulations pertaining to personal conduct and respect for others and their property apply to renters also.

Rules and Regulations

Exterior:

Alteration: Approval by the Board of Administrators is required prior to any physical modification of the exterior of the building, including its appearance.

Satellite Dishes: No individual dishes are allowed—satellite service must be connected to the master dish on each building.

Deck Covers and Screens: The color, design, and materials to be used in the installation of “ceilings” and /or screens on decks must be approved by the Board of Administrators prior to installation. The owner assumes all responsibility for the installation and for damage including future damage installation may cause.

Fires/Fireworks/Firearms: Open fires, including those in charcoal-fired grills and decorative and mosquito repellent torches are strictly prohibited on decks. Charcoal and gas grills are prohibited and will be removed. Electric grills are permitted. Fireworks are not to be used on or near the buildings. The discharge of firearms is

strictly prohibited; the only exception being that of a licensed pest removal person with a DNR current permit.

Fire Extinguishers: Owners of units are responsible for mounting one operable fire extinguisher in or near the kitchen and a second extinguisher on the rear deck. Units not so equipped, as noted in the annual inspection report, will be charged for the installation of two fire extinguishers.

Landscape/Foliage: Care should be taken not to alter or damage the landscape or vegetation. Flowers and other foliage are not to be removed or installed without approval of the Board of Administrators.

Decoration/Signs: Signs and other decorative materials are not to be affixed to buildings or surrounding property without authorization by the Board of Administrators.

Exception—small welcome signs near front door and wreaths on the front door.

Front Decks: Personal belongings (e.g brooms, shovels, mops, boots, swim wear, towels, etc.) are not to be left on the front decks at any time.

Rear Decks: No items or liquids are to be thrown or dumped from any deck at any time. Spills are to be attended to immediately so as to respect those on lower decks. Water sealing, maintenance, and repair of the flooring is the responsibility of the unit owner.

Damage: The cost of any damage in excess of normal wear and tear is the responsibility of the person or persons causing the damage. Repair is only to be made following consultation with the Board of Administrators. Repairs not attended to properly will be made by the Board of Administrators with the unit owner being billed accordingly.

Windows: In keeping with the desire for an attractive appearance, sheets, blankets, aluminum foil or similar window coverings in view from the outside are not to be used. All window coverings should be white, off-white or cream colored as seen from the outside.

Lighting: Maintenance of lighting on the front decks is the responsibility of the Managing Agent. The type of bulb for the back deck is the owner's choice.

Replacement is the owner's responsibility.

Interior

Maintenance: Cleaning, painting, and all maintenance, including maintenance of appliances, heating, cooling, water heating equipment and furnishings are the responsibility of the owner.

Insurance: A "bare walls" insurance policy is in effect. Unit owners are responsible for anything from and including the bare walls inside the unit.

Temperature Control: When departing a unit for more than a week during warm weather, the air conditioning is to be set at "automatic" and 80 degrees F; in cold weather the furnace is to be set at "automatic" and 60 degrees F.

Flammable Liquids: Flammable liquids are prohibited in units and on decks.

Trash and Garbage: All trash and garbage is to be placed in plastic bags, and deposited in the dumpster provided. None is to be left in bags on front or rear decks, even for short periods of time. All trash and garbage is to be removed from the unit and

deposited in the dumpster upon vacating the unit. No items are to be left outside the dumpster.

Parking:

Vehicles: Parking is permitted in designated areas only. Parking is prohibited in front of entrances and on the grass. Violations must be addressed by the unit owner of the reserved space to PSA Security. Owners can request a reserved parking space by filling out a Reserved Parking Agreement through the management company. Vehicles that have not been moved or driven for 30 days will be considered “stored” or “abandoned” effective January 1, 2019. These vehicles will be towed and stored at the owner’s expense.

Boats, Campers, Trailers, and Golf Carts: Boats, campers, trailers, and golf carts are not permitted on Eagle Bay property. Arrangements can be made with Security at the front gate for off-site parking. Golf carts are not allowed, consistent with PSA rules.

Guests: Owners and renters are responsible for the conduct of their guests. In general, guests enjoy the same privileges and assume the same obligations to abide by Eagle Bay rules and regulations as do owners and renters.

Children: Adult supervision is required at all times. Owners, renters, their families and guests are responsible for the conduct of children occupying the same unit.

Pets: Only pets of owners are permitted on Eagle Bay property. Unit owners are limited to two leashed pets. Renter’s pets are not permitted in or on Eagle Bay property. Pets are to be restrained (kept on a leash or kept inside) and are not to interfere in any way (noise, odors, etc.) with the activities and enjoyment of others. Pet excrement in public places, including grass areas must be disposed of properly.

Noise: Noise that will disturb or annoy other Eagle Bay residents is strictly prohibited. Care and respect should be exercised as some “noises which may be acceptable to some are bothersome to others. Excessive “party noise” will not be tolerated. Special care is to be exercised when hosting social events and operating sound systems. (11pm - 7am).

Disturbances: No obnoxious or offensive activity is permitted. Shouting, jumping, running across floors and on decks and other activities that are likely to cause disturbances for those in surrounding units are not acceptable.

Unusual Events, Situations, Behavior: Residents observing activities inconsistent with normally accepted social behavior and Eagle Bay rules and regulations should contact Eagle Pointe security immediately.

Pool: Only Eagle Bay owners, their families and guest, and renters and their guests may use the pool and its facilities. All will swim at their own risk. The Eagle Bay Homeowners Association is not responsible for personal injury or other accidents. Posted pool rules are to be carefully followed. Proper attire is required at all times. Any

conduct inconsistent with pool regulations or generally accepted social behavior is forbidden. If it is observed it is to be reported immediately to Eagle Pointe Security. Children must always be accompanied by responsible adults when they are in the pool.

Pets: State law prohibits pets in the pool area.

Security: The entrance gate to the pool is to be locked at all times, even when the pool is in use. Each owner or renter is issued a key. A charge will be assessed for lost keys.

Phone: The phone in the bath house is for emergency use only.

Tennis Courts: Only Eagle Bay owners, their families and guests, and renters and their guests may use the tennis courts. All will play at their own risk. The Eagle Bay Homeowners Association is not responsible for personal injury or other accidents.

Shoes: Only tennis shoes are permitted on the courts.

Other Activities: Only tennis and basketball are permitted on the court. If neither of these activities are being utilized other recreational activities can occur.

Time Limits: Play time is limited to one hour when others are waiting to use the court.

Pool, Tennis and Golf Access: Access to other Eagle Pointe community pools and tennis courts is not available. The Pool at the Club House is available for use.

Safety: All residents are at all times, responsible for contributing to the safety of Eagle Bay facilities and occupants.

Storage: Proper storage of all items is required to assure personal safety and the attractiveness of Eagle Bay property.

Firewood: Firewood may only be stored on the rear decks and not in the excess of one rick. It should be placed on a raised platform or rack above the deck surface to prevent rotting of the deck.

Personal Belongings: Items such as bicycles, carriages, toys, and other personal belongings are to be stored properly (on rear decks) and not on front decks or the parking areas. Bicycles must be in the bicycle rack.

Rental Units: Some owners have elected to make their units available to others through rental programs. It is the owner's responsibility to make Eagle Bay Rules and Regulations available to their renters through their rental agent.

Responsibilities/Renters: Renters are to follow all Eagle Bay rules and regulations pertaining to responsibility, safety, trash removal, fires, parking, children, pool and tennis court use, noise, storage, and behavior.

Pets: Renter's pets are not permitted in or on Eagle Bay property.

Occupancy: Maximum occupancy of rental units is limited to two persons per bedroom.

Use of Units: Rental units may not be used for large parties, as a place of business, for conducting business meetings, or for other large gatherings, or for any non-residential purpose.

Damage: Owners will be responsible for any damage to Eagle Bay property caused by renters. A charge will be assessed for any damage to Eagle Bay common property in excess of normal wear and tear.

Thermostat Setting/Trash removal: Renters are to make appropriate thermostat adjustments and to remove trash upon vacating a unit.

Fiscal Responsibility

Pointe Services Association (PSA): PSA fees are billed quarterly and are due ten days following the beginning of each calendar quarter.

Accounts Payable: All accounts are payable when due. The Eagle Bay Homeowners Association Board of Administrators is authorized by the By Laws to take whatever legal action is required to collect overdue fees and to recover all related (including legal) expenses.

Collection Policy and Delinquent Fees

1. All association dues are assessed annually and shall be paid annually, semi-annually, or quarterly. All association dues must be paid on the 1st day of each quarter (January 1, April 1, July 1, and October 1).
2. The by-laws of Eagle Bay I Homeowners Association empower the Board of Directors to take whatever legal action is necessary to collect these past due fees and recover all other expenses incurred, including legal fees.
3. The following collection policy for owners that are delinquent in paying their Eagle Bay I Homeowners Association dues and any fees that have been levied is designed to be easily understood by all parties and easily executable. The policy is a three-stage collection effort.
4. Stage One: Any homeowner who is 15 days delinquent in paying the association dues and fees will be emailed from the Financial Agent reminding them of their financial responsibility.
5. Stage Two: A homeowner who is 30 days delinquent in paying the association dues and fees will be issued a "Late Notice" by the Financial Management Company and a fifty dollar (\$50) late fee will be assessed with this billing.
6. Stage Three: Any homeowner who has not paid all dues and fees to a current status after 45 days will be issued a "Final Notice" by certified mail and be turned over to a collection attorney and will be subject to all collection fees, including a \$250

administrative fee which will be assessed to cover the additional time and expense related to dealing with the delinquent account.

7. Should, for any reason, collection fails through Stage Three, then a mechanic's lien will be placed upon the unit in the amount of the assessment for the entire year plus attorney fees and court costs. This action will be taken without further notice to the owner.
8. At the beginning of the year, any homeowner involved in court proceedings for past due amounts will automatically be turned over to the Attorney to file with the Court and the entire annual amount of dues will be accelerated.

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