

D R A F T

**HALF MOON BAY RULES AND REGULATIONS
REVISED IN JUNE, 2009**

SALES / RENTALS / LEASING / GUESTS

1. Owners may not lease their unit during the first year of ownership.
2. After the first year and with the written approval of the Board Director's, owners or their brokers or realtors may lease and or rent their unit one time during any twelve (12) month period for a minimum period of three (3) consecutive months
3. Owner or their brokers – realtors must submit a rental application for approval to Management or to the Board of Directors as least thirty (30) days in advance of the occupancy.
4. Units may be leased only with the approval of the Board of Directors, for a period of not less than 3 consecutive months and no more than one time in a 12-month period. Subleasing or partial leasing is not permitted.
5. A unit owner wishing to rent within the 12-month period after the three months rental lease period may rent such unit for not less than twelve (12) months.
6. Renters must abide by the Rules and Regulations of the Association.
7. A proposed lease of a unit may be disapproved if the owner of such unit is delinquent in the payment of an assessment at the time approval is sought.
8. No eighteen-wheeler trucks shall be permitted at any time. It is the owner's responsibility to notify the moving company.
9. Hours of moving are from 8:30 AM and 5:00 PM Monday through Friday. Advanced notice of moves is required in order to install elevator pads. Prior to a move, a refundable deposit of \$100 shall be required. If damage is caused by the move to the common areas, the cost of the damage will be deducted from the deposit.
10. Guest's staying of over 30 days shall be considered tenants and must be screened and a lease presented to the Association. Immediate family is exempt

SCREENING

1. Each party who purchases a unit is screened in person and investigated to insure to the extent possible that they were of good character, habit and morals, and that they would be generally desirable as occupants, users and neighbors within the condominium Association. No lease or sale of any private dwelling may be made except in compliance with these provisions.
2. No lease or sale of any unit shall be made, nor shall any such attempted lease or sale be valid unless the Association's prior written approval of such lease, sale or transfer shall have been first obtained.

GENERAL

1. All owners, tenants and guests shall exercise extreme care at all time to maintain noise levels within their units, which will not disturb adjoining unit owners between the hours of 11:00 PM and 8:00 AM. Noise may not leave the confines of the Apartment.
2. Nothing shall be thrown or emptied by the owners, lessees or their guests out the window or doors, or onto the common areas.
3. Hanging of any items outside of windows or railings is prohibited.
4. No rugs shall be beaten on the porches, terraces, stairwells, or walkways. No dust, litter, etc. shall be swept off the floors.
5. No barbecues or outdoor cooking is allowed on any floors.
6. Carpeting or similar material on balconies is prohibited.
7. Storage of any kind at a unit entrance, walkways, stairwells or common areas is not permitted.
8. No unit owner shall directly give orders to an employee of the Association or utilize such employee for personal service.
9. No rollerblading, skating, biking or any such activity shall be permitted in the walkway or anywhere in the building.
10. No live Christmas trees are permitted.
11. No advertisement or advertising signs shall be displayed on any door or window.

TRASH REMOVAL

1. Garbage and trash must be placed in leak proof containers and securely tied prior to disposing into the trash chute or the dumpster.
2. Objects **too large to fit into the trash chute** must be carried down to the first floor trash room container.
3. Do not jam cardboard cartons or any large items into the chute. All objects must flow easily down the chute.
4. Newspapers, glass and plastic should be placed in their respective recycling containers in each floor.

GUESTS

1. All owners and lessees must notify the Association in writing of the names of all overnight guests or relatives together with dates of arrival, length of stay and whether they are friends or relatives. A guest pass form must first be completely filled out and given to the Board.
2. Proof must be submitted for relatives who are only allowed a stay of thirty (30) days after which they are considered tenants and must be screened and a lease obtained and follow the rules in section "Sales, Rentals and Leasing."
3. Immediate family consisting of owners, children, and parents are exempt from this rule.
4. A transfer fee of \$100 must accompany all lease-approved application. Renewals of annual leases are no subject to the fee. All other leases are considered new contracts and the application fee applies.

BICYCLES / BICYCLE STORAGE

1. Bicycles shall be stored in the common bicycle storage area, or in the owner's unit or in the owner's storage locker.
2. In no event shall a bicycle be stored in the unit owners front entry way any other common areas or on a balcony. The Association shall not be responsible for any damage to any bicycle or any bicycle stolen.

CONTRACTORS / GENERAL MAINTENANCE

1. Unless the association gives advance written consent, owners or lessees shall not install or operate in the premises any machinery, or use or permit to be brought into the premises any machinery, or us or permit to be brought into the building and inflammable material or liquids. No generator is allowed to be used by any resident at any time unless approved by the Board of Directors.
2. Unless previously approved by the Board, owners or lessees or contractors shall be allowed to do repairs or construction work only between the hours of 9:00 AM and 4:00 PM. and only between Monday thru Saturday. No construction work or repairs is allowed on Sunday unless it's an emergency and or approved by the Board.
3. Construction debris from a unit is not allowed to be deposited in the chutes nor in the dumpster.
4. Contractors must clean up on or around the construction area before leaving the job site each day and must dispose of their trash, and construction debris off site.
5. The unit owner will be held responsible and will be assessed for the associations costs of cleaning up, removing debris or any damage caused by person(s) or contractor hired to do such repairs.
6. Use of elevators to transport tools or equipment must be co-coordinated with the Maintenance person.

LEAVING YOUR APARTMENT FOR AN EXTENDED PERIOD

1. **Water valves must be turned off.**
2. Patio furniture must be removed and placed within your apartment during Hurricane Season. Failure to remove such will be done by the Association at a cost to you of \$50.00.
3. Shutters must be closed and secured during Hurricane season. Failure to secure an Apartment and there is hurricane damage to it, the owner will be responsible for any and all repairs associated with or caused to such unit.
4. When leaving your Apartment make sure your windows and sliding glass doors are closed and securely lock.
3. It is required that the Association have a key to each apartment in the event the Association has to enter in case of an emergency.

OFFICIAL RECORDS

The Association shall keep its official records at the Association office and or the Management office.

PETS

Pets of any kind are not allowed at Half Moon Bay including the grounds or on or any part of the property. Guests, visitors of unit owners or tenants must be made aware of this rule. No exceptions will be permitted.

SOLICITATION

There will be no solicitation by any person anywhere in any building for any cause, charity or any purpose whatever, unless specifically authorized by the Board of Directors.

PARKING

1. Only Unit owners, their tenants and guests, shall use parking areas on condominium property.
2. An owner may request the Board in writing for approval to allow another owner at HMB to use their parking space temporarily during the owner's absence.
3. No vehicle can be left unattended by an absentee owner without a set of keys left with the association or a neighbor. The association must be made aware as to the location of the keys in case the car must be moved in an emergency.
4. Only passenger automobiles, station wagons, sport utility vehicles, passenger vans may park on the property.
5. Parked vehicles must be in good condition and in a good state of repair and be able to run under their own power.
6. Vehicles must have a current license plate or tag.
7. Vehicles, leaking fluids onto the asphalt, must be removed from HMB. The association will repair damage caused to the asphalt by fluid/ oil leaks and the cost assessed to the unit owner of the parking space.
8. Mechanical work, including changing oil on common property is prohibited.
9. All resident cars must display a HMB sticker on the right side of the rear window. Cars must be parked front end facing in.
10. The Board may tow any vehicle that is in violation of any of the above parking rules.
11. Boats and boat trailers are not permitted at any time.
12. Pick-up trucks and construction vans may not park overnight.